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CONSTRUCTION SPECIFICATIONS

FOR

SESKO PROPERTY NUISANCE ABATEMENT PROJECT

RECEIVED
DEC 31 2003
BREMERTON
BUILDING DEPARTMENT

CITY OF BREMERTON

FIRE DEPARTMENT

817 Pacific Avenue, Bremerton, WA 98337
Telephone: 360-478-5213

Sesko Property Nuisance Abatement Project

City of Bremerton Project No. 64010

Prepared for:

City of Bremerton
Fire Department
817 Pacific Avenue
Bremerton, Washington 98337

Prepared by:

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PMX #235-1896-054
September 2001

CERTIFICATE OF CONSULTANT

The technical material and data contained in this document were prepared under the supervision and direction of the undersigned.

Peter Battuello, P.G.
Project Manager

TABLE OF CONTENTS

PART 1 GENERAL PROVISIONS

1-1 BID PROCEDURES 1-1
- 1-1.01 General 1-1
- 1-1.02 Proposal 1-6
- 1-1.03 Bid 1-7
- 1-1.04 Contract 1-8

1-2 PROGRESS AND PROSECUTION OF WORK 1-14
- 1.2-01 Conflict and Precedence 1-14
- 1-2.02 Disputes and Litigation 1-15
- 1-2.03 Authorized Representative 1-15
- 1-2.04 Supervision 1-15
- 1-2.05 Equipment Standby 1-16
- 1-2.06 Progress of Work 1-16
- 1-2.07 Game, Fisheries, Ecology, and Air Pollution Regulations 1-18
- 1-2.08 Commencement of Work on Public and Private Right-Of-Way 1-18
- 1-2.09 Permits and Inspection 1-18
- 1-2.10 Restoration of Improvements 1-18
- 1-2.11 Damage and Vandalism 1-18
- 1-2.12 Salvageable Materials and Equipment 1-19
- 1-2.13 Weighing of Salvageable Material 1-19
- 1-2.14 Waste Site 1-19
- 1-2.15 Operations and Storage Areas 1-19
- 1-2.16 Street and Roadway Cleaning 1-20
- 1-2.17 Health and Safety 1-20

PART 2 CONTRACT FORMS

- BIDDER'S CHECKLIST 2-1
- Bid Bond Form 2-3
- Non-Collusion Certificate 2-4
- Bidder's Proposed Subcontractors 2-5
- Certification of Nonsegregated Facilities 2-6
- Contractor's Registration 2-7
- Bid Form 2-8
- Acknowledgement of Addenda 2-10
- Contract 2-12
- Contract Bond 2-14

PART 3 STANDARD SPECIFICATIONS AND AMENDMENTS

TABLE OF CONTENTS

PART 4 SPECIAL PROVISIONS

DIVISION 1 GENERAL REQUIREMENTS

1-02 Bid Procedures and Conditions 4-1
1-04 Scope of Work 4-2
1-07 Legal Relations and Responsibilities to the Public 4-3

DIVISION 2 NUISANCE ABATEMENT

2-13 Description 4-4
2-14 Contractor Responsibilities 4-4
2-15 General Requirements 4-5
2-16 Submittals 4-6
2-17 Execution 4-7
2-18 Hazardous Material Handling 4-8
2-19 Site Cleanup/Demobilization 4-10

WAGE RATES

APPENDICES

A General Inventory of Material

B Site Photographs

C Superior Court Decisions

D Traffic Routing and Temporary Construction Entrance

PART 1

Bid Procedures, Work Progress and Prosecution State and Federal Provisions

SECTION I

GENERAL PROVISIONS

SECTION 1-1 BID PROCEDURES

1-1.01 GENERAL

1-1.01(A) Scope of Work

The work contemplated under this Contract includes all labor, material, transportation, equipment, and services necessary for and reasonably incidental to the completion of all work in connection with the project described in the Contract Specifications and the accompanying attachments and all Change Orders.

1-1.01(B) Examination of Site, Drawings, etc.

Each bidder shall visit the sites of the proposed work during the pre-bid meeting and fully acquaint themselves with the conditions relating to the construction and labor so that they may fully understand the improvements, difficulties, and restrictions attending the execution of the work under this Contract. Bidders shall thoroughly examine and be familiar with the Contract terms and condition, and the Plans and Specifications. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document or to visit the site and acquaint themselves with conditions therein existing shall in no way relieve any bidder from obligations with respect to his bid or the Contract. The submission of a bid shall be taken as *prima facie* evidence of compliance with the Section.

A **MANDATORY** pre-bid meeting will be provided for prospective bidders to inspect the work. The site visit will commence promptly at 10:30 a.m. at 3536 Arsenal Way, Bremerton, Washington on Monday, October 1, 2001. This is **MANDATORY**. An additional opportunity for prospective bidders to examine the site prior to bid opening will be provided upon request after October 1, 2001. Bidders that do not attend this meeting need not submit a bid. Both sites will be available for inspection at this time. The Contractor shall carefully examine the sites and satisfy himself as to the character, condition, and extent of the work provided. No bidder shall visit either site without a representative of the City of Bremerton present.

1-1.01(C) Interpretation of Plans and Documents

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, or finds discrepancies in, or omissions from, the Plans or Specifications, he may submit to the City of Bremerton (City) a written request for an interpretation or correction thereof, prior to submittal of a bid. The person submitting the request will be responsible for its prompt delivery. Such requests must be submitted not less than five days prior to the date set for opening bids. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each

person receiving a set of such Contract Documents. The City will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretation of any provisions in the Contract Documents, by any person whomsoever, shall in any manner or degree modify or otherwise affect the terms of this Contract.

1-1.01(D) Disqualification of Bidder

The City, in its discretion, may determine that a bidder is not responsible and reject his proposal for any of the following reasons:

1. More than one proposal on the same project from a bidder under the same or different names.

2. Evidence of collusion with any bidder or bidders. Participants in such collusion shall be disqualified from submitting bids on any work.

3. If a bidder is not qualified for the work involved or to the extent of his bid.

4. Unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, or progress, as shown by past or current work for the City.

5. Uncompleted work, whether for the City or otherwise, which might hinder or prevent the prompt completion of the work bid upon.

6. Failure to pay or settle bills for labor or materials on any former or current contracts.

7. If the bidder has previously defaulted in the performance of or failed to complete a written public contract, or has been convicted of a crime arising from a previous contract.

8. Any other inability, financial or otherwise, to perform the work.

9. A bidder not authorized to do business in the State of Washington.

10. Failure to submit a complete lump sum bid.

11. For any other reason deemed proper by the City.

1-1.01(E) Bidders Interested in More Than One Bid

No person, firm or corporation shall be allowed to make, or file, or have an interest in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or of making a prime proposal.

BREMERTON-008260

1-1.01(F) Evidence of Qualification

The bidder must be qualified by experience, financing and equipment to do the work called for in the Plans and Specifications.

Upon request of the City, a bidder whose bid is under consideration for the award of the Contract shall submit to the City, within three days of the request, satisfactory evidence showing the bidders financial resources, his relevant experience including references, and his organization's availability for the performance of the Contract.

The City shall have the right to take such action, as it may deem necessary in determining the ability of the bidder to perform the proposed work satisfactorily.

1-1.01(G) Specifications

The "Standard Specifications for Road, Bridge, and Municipal Construction" 2000, prepared by the Washington State Chapter of American Public Works Association (APWA), and the Washington State Department of Transportation (WSDOT), including all revisions and supplements in effect prior to the date of advertisement, are hereby included in these Specifications as though quoted in their entirety and will apply, except as amended or superseded by the following Special Provisions and addenda.

Reference hereinafter to the "Standard Specifications" shall mean the above mentioned "Standard Specifications for Road, Bridge, and Municipal Construction."

Each and every bidder shall be responsible for familiarizing themselves with the above mentioned Standard Specifications, General Provisions, Special Provisions and any other Specifications referred to.

Whenever reference is made in the Standard Specifications to the City, such reference shall be construed to mean the City of Bremerton, and where reference is made to the Consultant, such reference shall be construed to mean Parametrix or the City's designated Representative. Where reference is made to the Owner, such reference shall be construed to mean the City of Bremerton.

1-1.01(H) Existing Utilities

The Contractor, prior to bidding, shall be responsible for determining the location and extent of all utilities, both public and private, above or underground, which will be altered, removed or relocated or potentially encountered during performance of work. The Contractor shall personally contact the City and/or parties in control of each said utility prior to bidding and shall determine the required altering, removing or relocating of utilities and the scheduled times therefore, and shall take such scheduled times into consideration when making the bid. Thereafter, the Contractor shall be solely responsible for notifying the utility agencies of the Contract requirements. The Contractor shall coordinate his schedule with the schedules of the various utilities. See also Section 1-2.10(B) of these General Provisions.

1-1.01(I) Notice of Hazardous Waste

Hazardous materials are expected to be encountered during the performance of work. The Contractor shall conform with the requirements of WAC 296-62-300 (Part P) for any and all work that encounters contaminated or potentially contaminated material. The Contractor shall provide labor with the appropriate level of training, monitoring experience, and personal protective equipment to comply with WISHA and OSHA standards for working with hazardous or potentially hazardous materials.

The Contractor shall also be prepared to provide for equipment and personnel decontamination facilities, as necessary, to reduce the spread of contaminants. Decontamination protocols shall be discussed in a Contractor prepared safety plan as defined in Section 1-1.04(D).

1-1.01(J) Wage Rates and Labor Standards

This Contract is subject to Chapter 39.12 RCW, and amendments and additions thereto relating to minimum wages. Hourly minimum rates of wages and fringe benefits are shown in the Contract.

The Contractor, any Subcontractor, or other person doing the work or any part of the work shall not pay any workmen, laborers, or mechanics less than the required hourly minimum rates of wages shown in the Contract. Wages in excess of such hourly rates may be paid. In addition to the wage rate designated, the employer shall contribute for each compensable hour the fringe benefits listed. It is specifically understood and agreed that the wage rates and benefits for this Contract are subject to change, that the bidder accepts full responsibility and assumes the risk of any increased labor cost by reason of paying higher rates than those shown in the Contract. The state does not warrant or represent that labor can be procured for the minimum rates set forth or as changed. It is the responsibility of the Contractor to ascertain the wages above such minimums as they will have to pay.

The Contractor shall post, in a location acceptable to the Department of Labor and Industries (L&I), a copy of the approved **"Statement of Intent to Pay Prevailing Wage"** and copy of the **Prevailing Wage Rates** for the project upon which the Contractor has indicated the approximate number of workers in each classification and the address and telephone number of the Industrial Statistician of L&I where a complaint or inquiry concerning prevailing wages may be made.

On projects governed by wage rates determined by the State of Washington L&I and by the U.S. Secretary of Labor, if there is a difference between the two in the prevailing rate of wage for a similar classification of labor, the Contractor shall pay no less than the usage which is the higher of the two.

If the Contractor makes use of apprentices on projects governed by wage rates determined by L&I, he shall present to the Consultant written evidence of registration of such employees in a program approved by the state apprenticeship council and the period of progression for each such apprentice employee.

BREMERTON-008262

If the Contractor makes use of apprentices on projects governed by wage rates determined by the U.S. Secretary of Labor, he shall present to the Consultant written evidence of registration of such employees in a program of a state apprenticeship and training agency approved and recognized by the U.S. Bureau of Apprenticeship and Training. In the absence of such a state agency, the Contractor shall submit evidence of approval and registration by the U.S. Bureau of Apprenticeship and Training. The Contractor shall submit to the Consultant written evidence of the established apprenticeship journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable Contract Provisions.

If any dispute arises as to what are the prevailing rates of wages for work of a similar nature to that contemplated under the Contract and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred to the Director of L&I of the State of Washington (or to the U.S. Secretary of Labor when prevailing wages established by that office are involved), and his decision therein shall be final, conclusive, and binding on all parties involved in the dispute.

If the Contractor makes use of a labor classification not listed in the Special Provisions, the Contractor shall request the determination of the appropriate wage rate for the classification and for the area in which work is performed, from the Industrial Statistician of L&I.

Before any payment is made by the City of any sums due under this Contract, the Contractor and each Subcontractor shall submit a "**Statement of Intent to Pay Prevailing Wage**" on the forms obtained from L&I. The Contractor and each Subcontractor shall submit with the final Contract voucher certification an "**Affidavit of Wages Paid,**" on the form obtained from L&I, certifying that all prevailing wage requirements have been satisfied. In addition, the prime Contractor shall submit to the Washington State L&I a "Request for Release" form provided by L&I. These affidavits will be required before any funds retained according to the Provisions of RCW 60.28.010 are released to the Contractor.

If the Contractor utilizes the occupation code when submitting payrolls and wage affidavits, and more than one jurisdictional area is involved in the project, the jurisdictional area involved shall be shown immediately following the occupation code number (i.e., 10-0010 YAK.E.).

The Contractor's records pertaining to wages paid and payrolls shall be open to inspection or audit by representatives of L&I during the life of the Contract and for a period of not less than three years after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where such records pertaining to wages paid and payrolls for the Contract are maintained by Subcontractors or agents of the Contractor, the Contractor expressly guarantees that the records of such Subcontractors or agents shall be open to inspection and audit by representatives of L&I the same terms and conditions as the records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of time when such audit is to begin.

BREMERTON-008263

1-1.01(J)2 Wage Rates

The State of Washington Prevailing Wage Rates shall apply and are included with this document.

1-1.02 PROPOSAL

1-1.02(A) Preparation of Proposal

1. Each bid shall be on the forms (attached) furnished by the City and shall be fully filled out and signed by an authorized person with the signature in full. The address and telephone number of the bidder shall be typed or printed on the proposal. Incomplete bid submittals will be considered unresponsive and will be rejected by the City.

2. The bidder shall submit a lump sum cost for each bid item as presented in the bid package. The lump sum cost shall be typed or written with ink in both words and figures. All blanks must be filled in.

3. In case of discrepancy as between the words and the figures, the words shall govern. Any omission of prices on items shown in the proposal form may render the proposal as being incomplete and may become cause for rejection of the bid in the sole discretion of the City.

1-1.02(B) Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternatives, or any other modifications of the bid form which are not specifically called for in the Contract may result in the City's rejection of the bid as not being responsive to the invitation. No oral or telephone modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of the bids.

1-1.02(C) Erasures

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of persons signing the bid.

1-1.02(D) Non-Collusion Certificate

United States Code, Title 23, Section 112 (c), requires that there be filed a sworn statement executed by, or on behalf of, the person, firm, association, or corporation has 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 such Contract.

BREMERTON-008264

This sworn statement shall be in the form of an affidavit executed and sworn to by the successful bidder before a person who is authorized by the laws of this state to administer oaths. The original of such sworn statement shall be filed with the City of Bremerton prior to the Award of Contract.

The Non-collusion Certificate will be a part of the bid proposal. By signing his proposal, the bidder will be deemed to have signed and agreed to the Provisions of the non-collusion certificate.

1-1.03 BID

1-1.03(A) Submission of Bid

The proposal shall come from the Contractor's original set of numbered bid documents. Each proposal shall be submitted intact and bound together as furnished by the City. Completely seal the proposal in a non-transparent package, addressed to the City of Bremerton, Attention Bill Eley, Purchasing Manager, 239 4th Street, Bremerton, Washington 98337, with the name of the bidder and the project clearly written on the outside of the package.

Bids will be received at the time and place stated in the advertisement for bids. It is the sole responsibility of the bidder to see that his bid is received in proper time.

Any bid received after the scheduled closing for the receipt of bids will be returned unopened. If so desired by the City, the advertisement for bids shall specify that a non-refundable charge for Plans and Specifications will be required from each prospective bidder.

Bids shall be submitted intact, including all proposal documents and acknowledgment of all addenda received from the City and shall be valid for 120 calendar days.

A certified check, cashier's check, cash or proposal bond in an amount equal to five percent (5%) of the total amount bid including sales tax, must accompany each bid as evidence of good faith and as a guarantee that if awarded the Contract, the bidder will execute the Contract and give a performance bond/payment bond as required. Checks shall be accompanied by a completed Bid Bond Form and be made payable to the Treasurer of the City or other official designated in the Specifications.

Bonds shall be furnished by a company authorized to do business in the State of Washington. The checks or bonds of the three low bidders will be retained until a Contract has been entered into between the successful bidder and the City, and until a performance bond/payment bond in an amount equal to 100 percent of the contract price has been filed as required under these Contract Documents.

Should the successful bidder fail to enter into a Contract and furnish a satisfactory bond within 15 days after the notification that his proposal has been accepted, the bid guarantee shall be forfeited as liquidated damages. The award may then, at the sole discretion of the City, be made to the next lowest responsible bidder or the project may be readvertised.

1-1.03(B) Withdrawal of Bids

Any bidder may withdraw his bid, either personally, by written request, or by telegraphic request confirmed within five days with written notice. Bids may not be withdrawn after bid opening.

1-1.03(C) Opening of Bids

At the time and place set for the opening and reading of proposals, except those which have been withdrawn in accordance with "Withdrawals of Bids," the City will open and publicly read each bid irrespective of any irregularities or informalities, after which the bid will be considered and the award made as early as practicable.

1-1.03(D) Rejection of Bids

The City reserves the right to reject any or all bids and not to make an award. The Award of the Contract, if made by the City, will be made to the responsible bidder submitting the lowest responsive bid, if it is to the City's best interest to accept such bid.

The right is reserved by the City to waive any informalities or errors in the bid that, in the sole opinion of the City, do not materially affect the bid.

The City further reserves the right to split the award or include only selected proposal bid items in the final Contract, if the best interests of the City will be better served thereby.

1-1.03(E) Determination of Low Bid

The low bid will be determined based on the sum of the two lump sum bid items which includes the salvage value credit and the sales tax.

1-1.04 CONTRACT

1-1.04(A) Award of Contract

Contract award or bid rejection will occur within 120 calendar days after bid opening. If the lowest responsible bidder and the City agree, this deadline may be extended. If they cannot agree on an extension by the 120 calendar day deadline, the City reserves the right to award the Contract to the next lowest responsible bidder or reject all bids. The City will notify the successful bidder of the Contract Award in writing.

1-1.04(B) Execution of Contract

Within 10 days of the date the bidder receives from the City prepared Contract Documents, the bidder to whom the award is made shall execute and return the Contract in the required number of copies, and shall furnish a performance bond/payment bond and other required bonds as outlined in Section 1-03 of the Standard Specifications and insurances satisfactory to the City per Section 1-1.04(C) of these General Provisions.

BREMERTON-008266

1-1.04(C) Contractor's Insurance

The Contractor shall not commence work until he has obtained and filed with the City the bond referred to in Section 1-1.03(A) of these General Provisions and certificate of insurance for all insurance as required under the following sub-paragraphs, and further until such insurance and bond have been approved.

1. Worker's Compensation and Employer's Liability Insurance

The Contractor shall maintain worker's compensation insurance in the amount, and in the terms, required by applicable statute for all employees engaged in work under this Contract.

If any such work is subcontracted, the Contractor shall require each Subcontractor similarly provide workman's compensation insurance for all Subcontractors employees unless such employees are covered by the Contractor's worker's compensation insurance. The Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of any class of employee engaged in hazardous work under this Contract and not otherwise protected under workman's compensation.

2. Public Liability Insurance

The Contractor shall provide (from insurance companies acceptable to the City) the insurance coverage designated herein and pay all costs.

Before commencing work under this Contract, Contractor shall furnish the City with certificate of insurance specified herein showing the type, amount, class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

> "The insurance covered by this certificate shall not be canceled or materially altered, except after 45 days notice has been received by the City."

All insurance shall name the City and Parametrix, Inc. as additional insured at no cost to the City. Failure of the Contractor to maintain the insurance required by this Section shall constitute a material breach of Contract upon which the City may, after giving five 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 and all sums so expended to be repaid to the City on demand, or at the sole discretion of the City, deducted from funds due, or becoming due, to the Contractor from the City.

In addition, the Contractor agrees to hold the City, the property owners, and Parametrix, Inc. harmless and to indemnify the City, the property owners, and Parametrix, Inc. for all expenses, claims or losses occasioned through the performance of this Contract by the Contractor, any Subcontractor, or persons working directly or indirectly for him.

3. Contractor and Subcontractor Insurance

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been reviewed by the City, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until insurance specified below has been obtained. Review of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

4. General Liability Insurance (Including Automobile)

The Contractor shall maintain during the life of this Contract such general liability, completed operation and products liability, and automobile liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of the work under this Contract. The general liability policy shall include contractual liability assumed by the Contractor under Article INDEMNITY. Coverage for property damage shall be on a "broad form" basis with no exclusions for "X, C & U." The amount of insurance to be provided shall not be less than $1,000,000 per occurrence.

In the event any work under this Contract is performed by a Subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed by the Subcontractor, to the extent such liability is not covered by the Subcontractor's insurance.

The City and Consultant, their officers, agents, and employees shall be named as Additional Insureds on the Contractor's and any Subcontractor's general liability and automobile liability insurance policies for any claims arising out of work performed under this Contract.

5. Builder's All Risk Insurance

Unless otherwise modified in the Supplementary Conditions, the Contractor shall secure and maintain during the life of the Contract, Builder's All Risk Insurance coverage in an amount equal to the full value of the facilities under construction. Such insurance shall include coverage for earthquake, landslide, flood, collapse, loss due to the result of faculty workmanship or design, and all other normally covered risks, and shall provide for losses to be paid to the Contractor, City, and Consultant as their interest may appear.

6. Longshoremen's and Harbor Workers Insurance

The Contractor and the Subcontractor shall cover or insure under applicable laws relating to Longshoremen's and Harbor Workers Insurance, their employees, working on or about the construction site, regardless of whether such coverage or insurance is mandatory or merely elective under the law. The Contractor will comply with the requirements of the Jones Act, as applicable. The Contractor shall

BREMERTON-008268

defend, protect, save harmless the City from and against claims, suits, and actions arising from failure of the Contractor or Subcontractors to maintain such insurance.

7. Indemnification

The Contractor agrees to defend, indemnify, and hold harmless the City and Parametrix, Inc., its appointed and elected officers and employees, from and against any and all liability, loss, costs, damage, and expense, including costs and attorney fees in defense thereof, because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons, and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement, whether such injuries to persons or damage to property is due to the negligence of the Contractor, its Subcontractors, its agents or assign. This provision shall be inapplicable to the extent such damage or injury is judicially found to be caused by the sole negligence of the City.

1-1.04(D) Safety and Health Standards and Accident Prevention

The Contractor shall comply with the safety standards of applicable building and construction laws and codes, including the "Manual of Accident Prevention in Construction" published by the Associated General Contractor's of America, U.S. Department of Labor (Occupational Safety and Health Administration) Safety and Health Regulations for Construction, as published in the Federal Register of December 16, 1972, and the Washington Industrial Safety and Health Administration Regulations, including WAC 296-155 and WAC 296-62.

The Contractor shall utilize labor with the appropriate level of training and experience necessary to identify, test, handle, and containerize hazardous materials that are expected to be encountered at the site and provide facilities, materials, and supplies necessary to control direct exposure of workers to contaminated material, and to decontaminate workers and equipment as necessary to contain the exposure to or spread of hazardous conditions encountered at the sites.

The Contractor shall be solely and completely responsible for working conditions on or near the job site, including safety of all persons and property during performance of work. These requirements shall apply continuously and shall not be limited to normal working hours.

The Contractor shall maintain at a well-known place at the job site all articles necessary for giving first aid to the injured and, before employees shall be permitted to work at the job site, the Contractor shall make standing arrangements for the immediate removal to a hospital or to a doctor's care of persons, including employees, who may be injured on the job site.

The duty of the authorized representative to review the Contractor's construction performance does not include review of the adequacy of the Contractor's safety measures. Such review is a responsibility of L&I.

BREMERTON-008269

1-1.04(E) Attorney's Fees and Liens

The Contractor shall assume the defense and shall bear all expenses connected therewith, of any claim, suit, recovery or judgment, that may be brought or obtained against the City or Parametrix, Inc., or the authorized representative arising from the work or in the guarding of the work. In the event that any lien is placed upon the property of the City as a result of such suits, the Contractor shall at once cause the same to be discharged by giving bond or other like action.

The venue of any suit shall be kept in Kitsap County, Washington, and if the Contractor is a non-resident of the State of Washington, he shall designate an agent upon whom process may be served before commencing work under this Contract.

1-1.04(F) Materials and Equipment

Unless otherwise specifically provided in this Contract, reference to any equipment, material or article, or trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Contractor desires to use other products as equal thereto, the Contractor shall furnish to the authorized representative for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance capacity, nature, and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the work. When required by this Contract or when called for by the authorized representative, the Contractor shall furnish to the authorized representative for approval, full information concerning the material or articles which he contemplates incorporating in the work.

When so directed samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without required approval shall be at the risk of subsequent rejection. Approval of "or equal" equipment, materials or articles shall be at the sole, exclusive option of the authorized representative.

1. Quantities of Work and Material

The Contractor shall be satisfied as to the character of the work and the quantities of material required to complete the project.

2. Guarantee

The Contractor shall guarantee in accordance with Section 1-05 of the Standard Specifications that all work was completed as required in the Contract and that all materials removed from the properties were disposed, recycled, or recovered in accordance with Project Specifications and local and state law.

BREMERTON-008270

3. Sales Tax, and City Business and Occupation Tax

The payment of sales tax will be made by the City of Bremerton in compliance with Section 1-07.2 of the Standard Specifications. The Contractor shall determine which components of the Contract may be subject to sales tax by reference to the above and to WAC 458-20-171. All such tax shall not be included in the lump sum bid or other Contract amounts.

The Contractor shall have an active City of Bremerton Business License and shall pay to the City under said license all applicable City business and occupation taxes.

The successful bidder shall agree to assign any payments due to the City Clerk of the City of Bremerton, for payment of such taxes that may have been declared delinquent.

1-1.04(G) Payments

Payments to the Contractor will be made in the manner outlined in Section 1-09 of the Standard Specifications. Payment shall be made in warrants that will be redeemed at par value. The retainage for this project will be ten percent (10%).

Payments shall be made for work performed under this Contract according to the Contractor provided schedule of values and the Specifications hereto attached.

Payment of licenses or other fees required by the City of Bremerton must be in full prior to the final pay estimate.

Any work that is essential to construction shall be considered incidental and the cost thereof shall be included in the lump sum price.

Before payment is made by the local agency of any sums due under this Contract, the local agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L&I Number 700-29) approved by L&I.

Upon completion of this Contract, the local agency must receive from the Contractor and each Subcontractor a copy of "Affidavit of Wages Paid" (Form L&I Number 700-7) approved by L&I. In addition, the local agency must receive from the prime Contractor a copy of "Release for the Protection of Property Owners and General Contractor" (Form L&I Number 206-83) approved by L&I. These affidavits will be required before any funds retained, according to the Provisions of RCW 60.28.010, are released to the Contractor. Forms may be obtained from L&I. A fee of $25.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to L&I. The Contractor is responsible for payment of these fees and shall make all applications directly to L&I. These fees shall be incidental to the lump sum price of this Contract.

BREMERTON-008271

1-1.04(H) Final Payment and Release

Before payment of the final estimate, the Contractor shall submit a State of Washington "Affidavit of Wages Paid," certifying the amount paid to all participants.

Upon completion and acceptance of all work, the amount due the Contractor under this Contract, except the retained percentage, shall be paid upon the final estimate. Delivery of the payment on such final estimate shall be deemed a release of all claims of the Contractor except such claims in stated amounts as are expressly identified and excepted from the final Contract estimate.

1-1.04(I) Law Applicable

The law to be complied in construing this agreement is the law of the State of Washington. In the event an action is brought based upon this agreement, the law of the State of Washington shall apply. In the event such an action is brought, venue shall be properly laid in Kitsap County. All disputes shall be resolved in the Superior Court for Kitsap County.

1-1.04(J) Merger

This agreement constitutes the entire agreement between parties. No other written agreements or oral agreements shall have any effect on this Contract, except those purposely approved by City Council and the Contractor.

SECTION 1-2 PROGRESS AND PROSECUTION OF WORK

1-2.01 CONFLICT AND PRECEDENCE

The Contract Documents shall take precedence in the following order:

1. Performance Bond
2. Change Orders, if any.
3. Contract.
4. Addenda, if any.
5. Special Provisions.
6. General Provisions.
7. Standard Specifications to include:
    a. Bremerton Municipal Code (BMC).
    b. Standard Specifications for Road, Bridge and Municipal Construction, Current Edition (WSDOT and APWA).

BREMERTON-008272

c. Uniform Fire Code (UFC).

d. Uniform Building Code (UBC).

7. Approved Bid.

8. Performance Bond.

If a conflict exists between any of the above, the document having the lowest number or letter shall control.

1-2.02 DISPUTES AND LITIGATION

Any question arising between the City and the Contractor, or his superintendent or foreman, as to the meaning and intent of any part of the Specifications shall be immediately brought to the attention of the City's Representative and will be adjudicated by the City's Representative.

Failure on the part of the City or their representative to discover and condemn, or reject bad or inferior work or materials, shall not be construed as acceptance of any such work or material, or the part of the improvement in which the same may have been used.

To prevent disputes and litigation, the City's Representative shall have the absolute right to order that work be stopped on all or any part of the project for a period up to 24 hours, without respect to fault or breach of Contract by either party.

To prevent disputes and litigation, it is further agreed by the parties hereto, that the City's Representative shall determine the quantity and quality of the several kinds of work embraced in these abatements. The City's Representative shall decide all questions relative to the execution of the work and the interpretation of the Specifications, which relate to compliance with applicable laws and regulations.

1-2.03 AUTHORIZED REPRESENTATIVE

The City of Bremerton Fire Chief and the Building and Development Specialist shall be the authorized representatives of the City for this Contract. The Project Consultant shall be Parametrix, Inc. The duties of the Consultant are outlined in Section 1-05 of the Standard Specifications, as described for an "Engineer."

1-2.04 SUPERVISION

The Contractor shall maintain competent and adequate supervision as provided in Section 1-05.13 of the Standard Specifications. The Contractor shall be present in person or shall furnish a competent superintendent or foreman who is employed by him who shall remain on-site whenever the work is underway.

The Contractor shall arrange to furnish an agent who may be contacted in the event of any emergency that may occur after working hours, on holidays, on weekends, or at anytime during the absence of the Contractor's work force. Said agent shall be available to personally attend to and/or arrange for help to attend such emergencies within 30 minutes of the time of contact by the City.

1-2.05 EQUIPMENT STANDBY

Equipment standby time shall be paid in accordance with the terms and conditions of WSDOT and Associated General Contractor's Equipment Rental Agreement that is in force at the time of the standby condition.

The Contractor shall submit by twelve noon of each working day a complete listing of all equipment on standby to the City's Representative. Said listing is to specify the exact location of each equipment item. All equipment items are to be made available for inspection by the Consultant on the same day as listed. Items not listed on the standby equipment listing and/or items not available for inspection on the same day as listed shall not be eligible for standby consideration.

1-2.06 PROGRESS OF WORK

1-2.06(A) Schedule

Work shall start within 10 calendar days after the date of Notice to Proceed is issued to the Contractor by the City. Work shall be completed within 120 calendar days from Notice to Proceed.

The Contractor shall, prior to commencement of work, prepare and submit to the Consultant for approval, an abatement progress schedule showing the order in which the Contractor proposes to carry on the work, and the date for start and completion of each identified bid item. The schedule may be in any form, at the option of the Contractor, but shall be kept current with each submittal, and at least include the following information:

1. The various classes and areas of work, broken down into:

    a. Times projected for submittals and approvals.

    b. Times for site preparation and mobilization for each property.

    c. Times for abatement at each property.

    d. Times for demobilization and cleanup.

2. The work to be completed and the work remaining to be done to complete the project.

3. Any items of work that will delay the start or completion of other major items of work so as to delay completion of the whole project.

BREMERTON-008274

The Contractor shall monthly submit an updated copy of his schedule with each invoice, and when required by major changes in the work. If the Contractor fails to submit a progress schedule within the time herein prescribed, the Consultant may withhold approval of progress payments until such time as the Contractor submits the required progress schedule.

If, in the opinion of the City or their designated representative, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve his progress and the City may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction planned or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the City.

Failure of the Contractor to comply with the requirements of the Consultant under this provision shall be grounds for determination by the City that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the City may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with Section 1-08 of the Standard Specifications.

1-2.06(B) Payment for Extra Work

No payment for extra work will be allowed unless authorized in writing by the City and compensation therefore agreed to and recorded before the extra work is started. Adjustments, if any, in the amounts to be paid the Contractor by reason of any change, addition, or deduction shall be made in accordance with Section 1-9 of the Standard Specifications.

1-2.06(C) Liquidated Damages

Liquidated damages shall be assessed at the established rate of $500.00 per calendar day should the Contractor fail to complete the work within the time stipulated in these Contract Documents plus the total of any extension of time granted.

1-2.06(D) Completion Time and Overtime Inspection

The number of calendar days agreed to in the Contract is intended to be sufficient time to complete the project. The Contractor shall furnish the necessary labor, materials, and equipment to ensure completion within the specified time, measured from the actual date of commencement of work.

Inspection time required before 8:00 a.m. and after 5:00 p.m. on working days as defined in Section 1-08.5 of the Standard Specifications and on Saturdays, Sundays, or holidays will be considered as overtime and the Contractor shall reimburse the City for the full amount of straight time plus overtime costs including equipment, vehicles, and administration overhead for those employees of the City required to work overtime hours. Holidays shall be only those legal holidays as defined by the City of Bremerton Ordinance 1813 as amended by current ordinance.

BREMERTON-008275

If the Contractor fails to give such notice, he shall not be entitled to nor shall he receive any compensation for work accomplished during said period of time. Overtime inspection charges will be withheld by the City from the monthly progress estimates due to the Contractor.

1-2.07 GAME, FISHERIES, ECOLOGY, AND AIR POLLUTION REGULATIONS

In performing the work, the Contractor shall comply with the regulations of the State Departments of Game, Fisheries, and Ecology plus all applicable state and federal clean air acts effective during the performance of the work. The Contractor shall comply with all applicable Provisions of Section 1-07.5 of the Standard Specifications.

1-2.08 COMMENCEMENT OF WORK ON PUBLIC AND PRIVATE RIGHT-OF-WAY

Whenever or wherever any abatement work under this Contract is required to be undertaken in easements, or right-of-way over private property, or public right-of-way, such work shall not be started until clearance and approval for same have been given to the Contractor by the City. The Contractor shall be required to apply and pay for all permits for work on streets, sidewalks, or sewers, as normally required for work not subject to council award.

It shall be the responsibility of the Contractor to obtain and pay for any and all necessary permits from the City of Bremerton Engineering Division (478-5270) and Building Department (478-5275) (i.e., "Grading and Right-of-Way Permits," etc.). Permits may be required for any and all work performed outside of the street right-of-way and/or outside of easements over private or public properties.

If there is any delay in commencement of work on easements the Contractor will be entitled to an extension of time, and the Contractor agrees to hold the City harmless for claims for additional compensation or damages or anticipated profits due to any delay.

1-2.09 PERMITS AND INSPECTIONS

The Contractor shall be responsible for securing and paying for all permits, notices, and inspections required to complete abatement as described in these Specifications. This includes, but is not limited to, right-of-way and disposal of other related items.

1-2.10 RESTORATION OF IMPROVEMENTS

The Contractor shall be responsible to replace all improvements, either damaged or destroyed in the course of the work, as part of the lump sum contract.

1-2.11 DAMAGE AND VANDALISM

The Contractor shall be responsible for repairing or replacing any vandalized or damaged work until the date of acceptance of the project, and shall take necessary precautions to prevent vandalism or defacement of wet concrete sidewalks and similar facilities under the above provision.

BREMERTON-008276

No separate or additional payment will be made for work necessary to comply with the section.

1-2.12 SALVAGEABLE MATERIALS AND EQUIPMENT

It is understood that the estimated value of salvage to be recovered by the Contractor through the recycling, salvage, re-use, or resale of removed items shall be identified on the bid form and be reflected in the Contractor's lump sum bid. The salvage value shall be credited to the Contract so that the City of Bremerton can credit the salvage value of such objects against charges.

1-2.13 WEIGHING OF SALVAGEABLE MATERIAL

The Contractor shall submit weigh tickets for all salvage material delivered to the recycler or disposal facility. These weigh tickets shall be then obtained from the actual recycler or disposal facility.

1-2.14 WASTE SITE

The Contractor shall identify, prior to the start of work, all waste sites or the location of final disposition for all materials. The Contractor shall submit the disposal site selected for each item for review to the Consultant. When the Consultant takes no exception to the disposal, recycling, or recovery sites, it shall not relieve the Contractor of sole responsibility for compliance with all City, County, State, and Federal Provisions nor for the responsibility to comply with any and all private agreements relative to said waste site.

1-2.15 OPERATIONS AND STORAGE AREAS

1-2.15(A) Operations

All operations of the Contractor (including storage of materials) upon the project sites or City premises shall be confined to areas authorized or approved by the City's Representative. The Contractor shall hold and save the City, its officers and agents, free and harmless from liability of any nature occasioned by his operations.

The Contractor shall not enter upon or place materials, either required for the work or identified for removal, re-use, recovery, or disposal on other private premises except by written consent of the individual owners and he shall save the City harmless from all suits and actions of every kind and description that might result from his use of private property.

1-2.15(B) Cleanup

The Contractor, in accordance with Section 1-04.11 of the Standard Specifications, shall at all times keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish. From time to time, or as may be ordered by the City's Representative and immediately after completion of the work, the Contractor shall at his own expense cleanup and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within 24 hours after request by the City's Representative the work may be done by the City and the cost thereof charged to the

BREMERTON-008277

Contractor and deducted from the final estimate. Upon completion of the work, the Contractor shall remove all his equipment and put the area of the work in a neat and clean condition and do all other cleaning required to complete the work in a workmanlike manner, ready for use and satisfactory to the authorized representative.

1-2.16 STREET AND ROADWAY CLEANING

The Contractor shall clean all roadways, street, and appurtenances including sidewalks which are open for public use of all material or debris which are dropped or otherwise deposited thereon as a result of the Contractor's operations. Roadways, streets and appurtenances, including sidewalks, shall be cleaned at the conclusion of each days operations and at such other times as deemed necessary by the authorized representative to insure the safety of the traveling public and to prevent inconvenience to the public and owners of private property adjacent to the project.

Any violation of these requirements will be sufficient grounds for the City's Representative to order the roadways, streets, and appurtenances cleaned by others and to deduct all costs of such cleaning from any monies due or to become due to the Contractor.

All costs in connection with the above work including water for cleaning of streets shall be considered as incidental to other items involved in the project and no separate compensation will be made therefore.

1-2.17 HEALTH AND SAFETY

The Contractor shall comply with all requirements contained in WAC 296-62 as they apply to work performed during the execution of the Contract. The Contractor shall provide a Safety and Health Plan that communicates potential hazards and safety, and emergency protocols to be employed during the performance of Contract work. All workers shall be briefed on the requirements of the project, potential safety and health risks associated with the work, and policies and procedures for safety as specified in the Contractor's Safety and Health Plan.

BREMERTON-008278

PART 2

Contract Forms

SECTION II
BIDDER'S CHECKLIST AND FORMS

BIDDER'S CHECKLIST

The bidders attention is especially called to the following forms, which must be executed in full as required.

2-3 BID BOND FORM

This form to be executed by the bidder and the surety company unless bid is accompanied by a certified check. The amount of this bond shall be not less than five percent (5%) of the total amount bid, including sales tax, and may be shown in dollars or on a percentage basis. This needs to be submitted with bid.

2-4 NON-COLLUSION CERTIFICATE

The form is to be completed and signed by the Contractor and notarized. This needs to be submitted with bid.

2-5 BIDDER'S PROPOSED SUBCONTRACTORS

To be executed and submitted by bidder with bid.

2-6 CERTIFICATION OF NON-SEGREGATED FACILITIES

To be executed and submitted by bidder with bid.

2-7 CONTRACTOR'S REGISTRATION

To be submitted by bidder with bid.

2-8 BID FORM

The lump sum price bid must be shown in the space provided. Show lump sum price in both words and figures.

To be executed and submitted by bidder with bid.

2-9 ACKNOWLEDGEMENT OF ADDENDA

To be submitted by bidder with bid.

BREMERTON-008281

THE FOLLOWING FORMS ARE TO BE EXECUTED AFTER THE CONTRACT IS AWARDED

2-10 CONTRACT

This agreement to be executed by the successful bidder.

2-11 PERFORMANCE BOND/PAYMENT BOND

To be executed by the successful bidder and his surety company.

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT

To be executed and submitted following Contract Award with the executed Contract by the successful bidder. These forms must be submitted prior to the preconstruction meeting.

THE FOLLOWING FORMS ARE TO BE EXECUTED PRIOR TO FINAL PAYMENT ON THE PROJECT

STATE OF WASHINGTON AFFIDAVIT OF AMOUNTS PAID to include the following:

1. Affidavit of Wages Paid.
2. Affidavit of Payment.
3. Final Waiver of Lien.
4. Consent of Surety - Final Payment.

DOCUMENT to include the following:

1. Disposal records for ALL items removed from the sites, including weigh tickets.
2. Guarantee that all items were disposed of in accordance with state, federal, and local laws and ordinances.
3. Inventory of hazardous materials remaining on-site.
4. Completion of all Final Punch List items.

BID BOND FORM

Herewith find deposit in the form of a certified check, cashier's check, cash or bid bond in the amount of $_____ which amount is not less than five percent (5%) of the total lump sum bid.

Signature:_____

BID BOND

Know all men by these presents:

that we, _____ as principal, and _____ as surety, are held and firmly bound unto the City of Bremerton, Washington as obligee in the penal sum of _____ dollars, for the payment of which the principal and the surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the obligee shall make any award to the principal for the **Sesko Property Nuisance Abatement Project** according to the terms of the proposal or bid made by the principal thereof, and the principal shall duly make and enter into a Contract with the obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof, with surety or sureties approved by the obligee, or if the principal shall, in case of failure so to do, pay and forfeit to the obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the surety shall forthwith pay and forfeit to the obligee, as a penalty and liquidated damages, the amount of this bond.

Signed, sealed and dated this _____ day of _____, 20_____.

_____
Principal

_____
Surety

This _____ day of _____, 20_____.

Received return of deposit in the sum of $_____.

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NON-COLLUSION CERTIFICATE

State of Washington)
)
County of Kitsap)

The undersigned, being duly sworn, deposes and says that the person, firm, association, copartnership or corporation herein named, has 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 the preparation and submission of a proposal to the City of Bremerton for consideration in the award of a Contract on the improvement described as follows:

SESKO PROPERTY NUISANCE ABATEMENT PROJECT

_____
Name of project

_____
Name of firm

_____
Signature of authorized member

Sworn to before me this

_____ day of _____, 20_____.

_____
Notary Public

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BIDDER'S PROPOSED SUBCONTRACTORS

The following list identifies firms whose subcontract will exceed ten percent (10%) of the submitted bid price and items of works which the firms will be subcontracted to complete. If work will not be subcontracted, the bidder must list itself. **This must be completed and submitted with bid.**

CONTRACTOR FIRM NAME	CONTRACTOR NUMBER	AMOUNT
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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Contractor _____ Date _____

By: _____
Authorized Official

_____
Title

_____

CERTIFICATION OF NONSEGREGATED FACILITIES*

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the equal opportunity clause in any Contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the Provisions of the equal opportunity clause, and that he will retain such certification in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. S1001.

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Date _____, 20_____

_____
(Name of Bidder)

By _____

Title _____

Official Address:

_____
(Street or P.O. Box)

_____
(City, State, Zip)

*Must be included without alteration.

CONTRACTOR'S REGISTRATION

Name: _____

Address: _____

_____

Employer's Identification Number (Employer Soc. Sec. #) (not your personal Social Security number):

_____

Employment Security Department Number: _____

Industrial Insurance Number: _____

State Excise Tax Registration Number: _____

State Contractor's Registration Number/Expiration Date: _____

City of Bremerton Business License Number: _____

Hulk Hauler's License Number: _____

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Sesko Property Nuisance Abatement
City of Bremerton

BID FORM
PROPOSAL SIGNATURE SHEET
SESKO PROPERTIES NUISANCE ABATEMENT

DATE: _____

TO THE CITY CLERK
BREMERTON, WASHINGTON

In accordance with your advertisement and Plans and Specifications on file in the office of the City Clerk, the undersigned hereby agree(s) to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below. This price is to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Firm Name _____
Legal name of firm submitting bid

Signature _____
Officer of firm

Address _____

_____

Telephone Number _____

_____
State of Washington Contractor's Registration Number

(All proposals must be in ink or typewritten. No erasures permitted).
(Note: Bid price and total amount of bid must be shown. Show price in both words and figures, and where conflict occurs the written or typed words shall prevail).

The undersigned also acknowledges that addenda numbers _____ to _____ have been delivered to _____ and have been examined as part of the Contract Documents.

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BREMERTON-008288

A. ARSENAL WAY PROPERTY – BASIC BID ITEM A

- Complete all work required to prepare, handle, consolidate, load, transport, and dispose/recycle identified material at the site, including hazardous materials handling and containment, but exclusive of Washington State Sales Tax, hazardous waste testing, and salvage value credit:

_____
Written in words

$_____

- Hazardous Waste Testing $ 1,000
- Salvage Value (credit) ( )
  (Contractor's firm price for value of recycle, resale, or reuse of designated items)
- Subtotal $_____
- Washington State Sales Tax @ 8.2% $_____
- Total Lump Sum Basic Bid Item A $_____

B. PENNSYLVANIA STREET PROPERTY – BASIC BID ITEM B

- Complete all work required to prepare, handle, consolidate, load, transport, and dispose/recycle identified material at the site, including hazardous materials handling and containment, but exclusive of Washington State Sales Tax, hazardous waste testing, and salvage value credit:

_____
Written in words

$_____

- Hazardous Waste Testing $ 750
- Salvage Value (credit) ( )
  (Contractor's firm price for value of recycle, resale, or reuse of designated items)
- Subtotal $_____
- Washington State Sales Tax @ 8.2% $_____
- Total Lump Sum Basic Bid Item B $_____

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BREMERTON-008289

ACKNOWLEDGEMENT OF ADDENDA

The bidder hereby acknowledges receipt of addenda by initialing after each addendum received, as applicable.

Addendum No. 1. _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

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CONTRACT DOCUMENTS
AND
CONTRACT BOND FORMS

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WILL BE PROVIDED
TO THE
SUCCESSFUL BIDDER ONLY

CONTRACT
CITY OF BREMERTON, KITSAP COUNTY, WASHINGTON

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, between the City of Bremerton under and by virtue of Title 36 RCW (counties) as amended, and

hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for the Sesko Nuisance Abatement Project, in accordance with and as described in the attached Plans and Specifications, and the Standard Specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever, that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Bremerton.

II. The City of Bremerton hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached Plans and Specifications and the terms and conditions herein contained and hereby Contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this Contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. It is further provided that no liability shall attach to the City of Bremerton by reason of entering into this Contract, except as provided herein.

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BREMERTON-008292

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Local Agency Approving Authority has caused this instrument to be executed by and in the name of said City of Bremerton the day and year first above written.

Executed by the Contractor _____ _____, 20_____

_____

_____

_____

Contractor

Executed by the Local Agency _____ _____, 20_____

_____

(SEAL) _____

_____

City of Bremerton Approving Authority

_____

City of Bremerton Attorney

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CONTRACT BOND
CITY OF BREMERTON, KITSAP COUNTY, WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That _____, of _____, as Principal, and _____, as Surety, are jointly and severally held and bound unto THE CITY OF BREMERTON, the penal sum of _____ Dollars ($_____), for the payment of which we jointly and severally bind ourselves, or heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that WHEREAS, on the _____ day of _____, A.D. 2001, the said _____, Principal herein, executed a certain Contract with the City of Bremerton, by the terms, conditions and provisions of which Contract the said _____, Principal herewith, agrees to furnish all materials and do certain work, to-wit: That the said Principal herein will undertake and complete the following described work:

_____

_____

in the County of Kitsap, Washington, as per maps, plans and specifications made a part of said Contract, which Contract as so executed, is hereunto attached, and is now referred to and by this reference is incorporated herein and made a part hereof as full for all purposes as if here set forth at length.

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BREMERTON-008294

NOW THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said Contract, in all respects and shall well and truly and fully do and perform all matters and things by the said Principal undertaken to be performed under said Contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all 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 shall in all respects faithfully perform said Contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this _____ day of _____, 20_____.

_____	_____
PRINCIPAL	SURETY COMPANY
By: _____	By: _____
	By: _____ Attorney-in-fact
APPROVED AS TO FORM this _____ day of _____, 20_____	
	Address of local office and agent of surety company:
_____ City of Bremerton Attorney	_____ _____ _____

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PART 3

Standard Specifications and Amendments

STANDARD SPECIFICATIONS AND AMENDMENTS

A. Standard Specifications

The "2000 Standard Specifications for Road, Bridge, and Municipal Construction" prepared by the Washington State Department of Transportation (WSDOT) and the Washington State Chapter of the American Public Works Association (APWA) and all amendments thereto, including the "Division One Supplement," shall be hereinafter referred to as the "Standard Specifications" together with the laws of the State of Washington, so far as applicable, are hereby included in these Specifications and shall apply as though quoted in their entirety.

In addition, the following standards shall apply as referenced:

- Bremerton Municipal Code (BMC).
- Uniform Fire Code (UFC).
- Uniform Building Code (UBC).

B. Special Provisions

The following Special Provisions found in Part 4 of this document replace, amend or supplement the Standard Specifications. Division and subdivision numbers in Part 4 of this document refer to a corresponding number in the Standard Specifications. Unused division and subdivision numbers in the Standard Specifications are used to specify items of work and materials that are not included in the Standard Specifications. All provisions of the Standard Specifications, which are not so amended, replaced, deleted or supplemented, remain in full force and effect. In case of conflict, the Special Provisions shall take precedence over the Standard Specifications.

BREMERTON-008298

PART 4

Special Provisions

DIVISION I

GENERAL REQUIREMENTS

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section.

1-02.2 Plans and Specifications

Delete this section.

1-02.3 Estimated Quantities

Replace this section with the following:

A general inventory of designated items as addressed in the scope of this Contract is presented in Appendix A and includes:

- Automobiles.
- Pickup Trucks.
- Heavy Equipment.
- Scrap Iron.
- Boats.
- Trailers.
- Buses.
- Small power equipment.
- Building materials.
- Miscellaneous refuse and debris.

Photographs are provided in Appendix B.

The quantities provided in Appendix A are estimates only. The actual inventory is subject to change prior to and during the execution of work. The Contractor shall attend the site inspection meeting to visually inspect and resolve any question relative to quantity of material associated with this Contract.

BREMERTON-008301

1-02.4(2) Subsurface Information

Replace this section with the following:

No subsurface work is anticipated under this Contract. However, the Contractor is responsible for identifying **all** utility locations (subsurface and overhead) and to provide adequate protection from damage to any utilities.

1-04 SCOPE OF WORK

1-04.1 Intent of the Contract

Supplement this section with the following:

The work included in this Contract consists of the handling, compaction, consolidation, loading, transport, disposal, recycling or recovery of all designated items located at 3536 Arsenal Way and 1701 Pennsylvania Avenue in Bremerton, Washington. A general listing of items is provided in Appendix A, and photographs of some of the items are shown in Appendix B. The City does not guarantee.

The Contract includes, but is not limited to, providing all materials, labor, equipment, supplies, and licenses necessary for the removal, salvage, destruction, disposal, recycling and/or recovery of all items identified in the Contract Specifications, as well as traffic control, containment of hazardous materials, site security, and the over the road transport of materials for final disposition off the site. The Contract does not include the removal or handling of hazardous waste not associated with the removal of identified items.

The salvage value provided in the Contractor's bid shall be credited to the Contract to off-set the cost of abatement actions.

The work to be completed is as follows:

- As required, obtain permits to accomplish all work.
- Mobilize all equipment, materials, and manpower necessary to complete work at each site.
- Prepare work areas at each site for the handling and loading of materials for off-site transport and the on-site containment of hazardous materials.
- Remove hazardous materials from vehicles, vessels, equipment, and materials (as required) for the off-site transport and final disposition.
- Use on-site crushing and baling, and/or off-site hauling to remove ALL vehicles, vessels, equipment, and materials for final disposition. This work may involve disposal, salvage, recycling, or recovery methods.

BREMERTON-008302

- Demobilize all equipment and materials used in the performance of the project, and restore any damage to the properties that occurs during the project.

- Deduct salvage value as defined in the Contractor's bid from the total cost of completing all work.

- Comply with terms of the Kitsap County Superior Court Judgements, Court Orders, Findings of Fact, and Conclusions of Law entered in Kitsap County Superior Court, Cause Nos. 97-2-01749-3 and 97-2-01748-5, which are set forth in Appendix C and incorporated herein by this reference (Kitsap County Superior Court Judgements and Orders).

This work is being performed under Kitsap County Superior Court Judgements and Orders set forth in Appendix C, which authorize the City of Bremerton and their agents (i.e., the Contractor) to abate the nuisance generated from the accumulation of vehicles, vessels, materials, and equipment. Removal of vehicles and vessels will require compliance with Hulk Hauling and marine licensing requirements (WAC 308-65 and WAC 308-93). The City will provide additional license information and registration, as necessary, for the removal and final disposition of vehicles, vessels, and materials at each property.

1-04.6 Increased or Decreased Quantities

Supplement this section with the following:

The Contractor shall document any changes to the quantities of designated items to be removed from each site. Increases or decreases in quantities that affect the lump sum bid price, including either base bid or salvage credit, shall be reported to the Consultant in writing.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.15 Temporary Water Pollution/Erosion Control

Supplement this section with the following:

The Contractor shall use a silt fence, straw bales, or comparable material for erosion control around property boundary and around all catch basins on or adjacent to the property in a manner that reduces sediment runoff from the property. The Contractor shall also provide erosion control for bare earthen surfaces resulting from completion of this work.

BREMERTON-008303

DIVISION 2

NUISANCE ABATEMENT

2-13 DESCRIPTION

The Contractor shall remove all non-permanent above-grade structures and materials, including automobiles, trucks, buses, equipment, scrap, boats, building materials, refuse, and debris, unless otherwise pre-identified by the City. Containers not permanently attached to permitted foundations and their contents shall be removed by the Contractor in their entirety unless otherwise directed by the City's Representative. The City will make final determinations of materials that should be disposed or remain on-site.

Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain by the City, all materials scheduled for removal shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

Items to remain on-site include:

- Buildings (house, former dance hall).
- Building foundations or portions thereof.
- Asphalt surfaces.
- Fencing.
- Specific items designated as residential goods by the City at pre-construction meeting.

2-14 CONTRACTOR RESPONSIBILITIES

The Contractor shall furnish all services, labor, supervision, material, utilities, facilities, construction equipment, rigging, transportation, special equipment, freight, mobilization and demobilization, and storage necessary for the completion of this project in accordance with this Specification and site specific job requirements.

The Contractor shall comply with current editions or revisions of all federal, state, local, and City applicable laws, codes, regulations, and standards. These include, but are not limited to:

- Puget Sound Clean Air Agency (PSCAA).
- Washington State Department of Labor and Industries (L&I).
- Occupational Safety and Health Administration (OSHA).

BREMERTON-008304

- Washington Department of Ecology (Ecology).
- The Revised Code of Washington (RCW).
- The Washington Department of Licensing (DOL).
- United States Environmental Protection Agency (EPA).
- Washington Department of Transportation (WSDOT).

2-15 GENERAL REQUIREMENTS

Prior to initiating abatement work at the property, the Contractor shall provide and install site control and security as necessary to maintain the integrity of the Contractor's equipment and hazardous materials during non-working hours. The Contractor shall construct containment and spill control features to accommodate the handling, stockpiling, compacting, baling, loading, and transporting of material and equipment to be disposed.

Work hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, only.

A truck traffic access route is provided in Appendix D.

The Contractor shall install a temporary construction entrance in accordance with the plan provided in Appendix D.

The Contractor shall be responsible for all materials generated during the removal and site preparation process. All materials are to be disposed, recycled, or recovered by the Contractor and shall remain the sole responsibility of the Contractor until properly disposed, recycled, or recovered. The Contractor shall hold the City harmless and free of any encumbrances from the disposal, recycling, or recovery of such vehicles, vessels, equipment, materials, and waste material.

Water may be obtained from the City hydrants; however, a meter must be installed and the City reimbursed at current rate for all water used.

The City assumes no responsibility for actual condition of items or materials to be moved, recycled, disposed, or recovered. Conditions existing at time of site inspection will be maintained by City insofar as practicable. However, variations within the site may occur. The Contractor is responsible to maintain the condition of the site except to the extent required to implement the removal of items.

All materials to be removed shall be considered the property of the Contractor, and any value recovered by the Contractor through recycling, salvage, re-use, or resale of removed items shall be reflected in the Contractor's lump sum bid for salvage value.

BREMERTON-008305

2-16 SUBMITTALS

The Contractor shall submit each item in this Article according to the conditions of the Contract, unless otherwise indicated:

- Name and telephone number of Contractor that is the Project Manager and on-site coordinator.
- Dust-control reduction plan.
- Sediment and erosion control plan.
- Noise-control reduction plan.
- Schedule of abatement activities, indicated sequence of removal work, with starting and ending dates for each activity.
- Safety plan.
- Copies of all permits.
- Traffic control plan.
- Asbestos abatement submittals (if required as specified elsewhere in this Specification).
- Equipment and personnel lists.
- Methods for handling, stockpiling, loading, and transporting materials.
- Disposal, recycling, or recovery location for each item.
- Schedule of values used to derive the lump sum bid.

Contractor is responsible for all permits for any work described in Contract.

Items to be removed are listed in the General Inventory (Appendix A) and to a partial extent shown in photographs in Appendix B. The objective of this work is to remove all items identified by the City's Representative and meeting the description of the nuisance identified in the Kitsap County Superior Court Orders and Judgements set forth in Appendix C.

BREMERTON-008306

2-17 EXECUTION

2-17.1 Automobiles

Automobiles include all cars, motorcycles, pick-up trucks, mini-vans, sport utility vehicles, and other vehicles commonly used for private transportation. The Contractor shall remove all automobiles from each property and transport them to a permitted facility for final disposition. The expectation of this Contract is that they will be crushed on-site and transported via truck and container for recycling at a scrap yard, or that automobiles will be transported whole for recycling or disposal at a permitted facility. However, final disposition and methods are at the Contractor's option and other alternatives will be considered, but are subject to approval from the City.

To use on-site crushing the Contractor shall prepare an area for crushing that includes secondary containment and spill control to prevent the release of chemicals or toxics to the ground. The adequacy of the containment shall be at the sole discretion of the City.

2-17.2 Boats

Boats include all vessels commonly used for private or commercial transport over marine waters. For the purpose of this contract, it also includes all floats, moorage, or other materials floating or submerged along the beach at the Pennsylvania Avenue property. The Contractor shall remove boats in a manner similar to automobiles, with the following exceptions:

> The boats located on the beach or tied to the floats at the Pennsylvania property may, at the Contractor's option, be removed via barge to a remote location for handling and final disposition.
>
> Additionally, the Contractor shall be responsible for removing, containerizing and handling all liquids, batteries, or other contents as required for on-site crushing or final disposition.

2-17.3 Trucks and Buses

Trucks and buses are commercial equipment and vehicles used for hauling passengers or materials, and includes all trailers, accessories, tires, tanks, and debris attached to or lying within the vehicle. All trucks and buses shall be handled and removed in a manner similar to automobiles with the following exceptions:

> The City recognizes that buses and trucks may need to be sectioned on-site before loading for transport. Cutting, welding, and dismantling is authorized, subject to review of safety and site control plans for this activity.

BREMERTON-008307

2-17.4 Heavy Equipment

Heavy equipment are items used to perform specific construction, demolition, or processing activities. Items include, but are not limited to, bulldozers, tree pickers, fork lifts, generators, process motors, and compressors. The Contractor shall handle, stockpile, scrap, crush, load, transport, and dispose or recycle all heavy equipment items. Each item shall be inspected for the presence of hazardous materials, which will be removed prior to on-site baling or off-site disposal.

2-17.5 Other Items

All other items identified by the City shall be removed by the Contractor in a manner that meets the intent of the Contract, and state and local laws. The final disposition of these materials is at the sole discretion of the Contractor provided it does not establish a nuisance at another location, or violate state or local ordinances or laws.

2-17.6 General Cleanup and Final Site Condition

The Contractor shall cut brush, weeds, and other vegetative understory as necessary to locate and remove all materials having a dimension of six inches or greater (as determined by measuring the longest length of the item). In areas used for equipment dismantling, or in areas where equipment had previously been dismantled (as evidenced by nuts, bolts, scrap metal or wood, etc.), the Contractor shall hand rake the site to remove all material having a dimension of one inch or greater.

If wheel ruts or holes are formed by the Contractor in the process of accomplishing this Contract, they shall be filled or bladed smooth.

Any bare earth areas larger than 20 square feet shall be either hydroseeded or hand seeded with a ½-inch mulch covering. Hydroseed mix, or seed and mulch, shall meet the requirements of Section 9-14 of the Standard Specifications and/or as approved by the City's Representative.

2-18 HAZARDOUS MATERIAL HANDLING

Hazardous materials will be encountered during the progress of work. The nature of the work will involve the collection, containment, and handling of petroleum fuel, engine oils, car batteries, and other liquids and fluids generated during the execution of work. Additionally, asbestos containing material (ACM) and lead-based paints may be present and require abatement prior to disposal. The Contractor shall provide all labor, materials, equipment, containers, licenses, and registrations to complete the following hazardous materials requirements.

If hazardous materials are encountered in, under, or around equipment to be moved, the hazardous materials must be contained and removed prior to moving the equipment so as to ensure that the hazardous materials are not further spread throughout the site. The Contractor shall have no responsibility for removal of uncontained hazardous waste which is located on or under the site prior to commencement of work.

BREMERTON-008308

2-18.1 Handling and Containment of Hazardous Materials

Hazardous materials which may occur include: gasoline, automotive or marine engine fluids, lubricating oils, fluorescent lighting ballast containing PCB oils, mercury thermostats, asbestos or lead-based paint, and household or commercial hazardous waste, such as paint, solvents, and cleaners. The Contractor shall inspect and identify all potentially hazardous materials prior to handling, compacting, baling, loading, or transporting of items identified in the Contract. The Contractor shall notify the Consultant of all potentially hazardous materials identified during the progress of work and shall maintain a current inventory of hazardous materials at all times during the Contract.

The Contractor shall, at the request of the City, collect samples and perform testing necessary to identify hazardous materials.

2-18.2 Containment

The Contractor shall remove, prior to handling identified items, all potentially hazardous materials identified during the inspection of the property or encountered during the progress of work. The materials shall be containerized, labeled, and segregated in accordance with site preparation criteria established in the Contractor's work plan. The cost for materials, containers, manpower, and equipment shall be included in the Contractor's lump sum bid.

2-18.3 Submittals

The Contractor shall, before commencing work, provide to the Consultant an inventory of potentially hazardous materials identified at each site. Prior to starting work at each property, the Contractor shall provide the Consultant with a waste handling and containment plan that describes the location of the containment area, spill control, inventory control, and security requirements for hazardous materials containment. The containment shall include a lined storage area with a completely encompassing eight feet high chain link fence that will be locked at all times. The City shall be responsible for final disposition of hazardous materials containers.

2-18.4 Asbestos

Asbestos may be present in debris and materials to be removed under the Contract. The Contractor shall, as required to support disposal or destruction, remove any asbestos in accordance with the requirements presented in the Puget Sound Clean Air Agency requirements. The Contractor shall be responsible for the identification, quantification, testing, and abatement of any asbestos-containing material (ACM) requiring removal and segregation prior to compaction or disposal of items identified for removal from the property. Upon encountering asbestos or suspected ACM, the Contractor shall immediately notify the City or their designated agent, and identify the type and quantity ACM encountered. The Contractor shall not disturb asbestos or any material suspected of containing asbestos except under direction and supervision of a Certified Asbestos Supervisor and Asbestos Abatement Specifications reviewed and approved by the City.

The Contractor or Subcontractors for the Contractor involved with asbestos activities shall hold a valid and current Washington State Contractor's License and an L&I Certificate to perform asbestos survey and abatement work.

The Contractor shall submit written plans for all asbestos abatement activities. The plan shall meet WAC, L&I, and PSCAA requirements.

2-18.5 Testing for Disposal

The Contractor shall be responsible for all testing requirements to support disposal at off-site facilities.

2-19 SITE CLEANUP/DEMOBILIZATION

At the completion of the nuisance abatement at each property, the Contractor shall remove all items, equipment, materials, debris, and trash generated by the Contractor during the performance of the Contract. The Contractor shall be responsible for restoring surfaces at and adjacent to the site to as close as possible to pre-job conditions, and restoring features and amenities disturbed during execution of the work. The adequacy of site cleanup and restoration will be at the sole discretion of the City.

WAGE RATES

BENEFIT CODE KEY - EFFECTIVE 08-31-01

****

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.

A. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL ALSO 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. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

D. THE FIRST EIGHT (8) HOURS ON SATURDAYS OF A FIVE - EIGHT HOUR WORK WEEK AND THE FIRST EIGHT (8) HOURS WORKED ON A FIFTH CALENDAR DAY, EXCLUDING SUNDAY, 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 EIGHT (8) HOURS PER DAY ON SATURDAY; ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS IN A FIFTH CALENDAR WEEKDAY OF A FOUR - TEN HOUR SCHEDULE; ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH FRIDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

F. THE FIRST EIGHT (8) HOURS ON 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 SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (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 ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

J. THE FIRST EIGHT (8) HOURS ON 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 SATURDAY, AND ALL HOURS WORKED ON 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.

L. ALL HOURS WORKED ON SATURDAYS, 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.

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.

P. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS) 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. 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 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.

1. S. ALL HOURS WORKED ON SUNDAYS BETWEEN THE HOURS OF 12:00AM SUNDAY AND 6:00AM MONDAY AND ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   T. ALL HOURS WORKED ON SATURDAYS, EXCEPT MAKE-UP DAYS, SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED AFTER 6:00PM SATURDAY TO 6:00AM MONDAY AND ON HOLIDAYS 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 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.

   W. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS (EXCEPT MAKE-UP DAYS) 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.

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.

   A. THE FIRST SIX (6) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF SIX (6) HOURS ON SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO 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.

   D. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT STRAIGHT TIME IN ADDITION TO THE HOLIDAY PAY. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   E. ALL HOURS WORKED ON SATURDAYS OR HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS OR ON LABOR DAY 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.

   J. ALL HOURS WORKED ON SUNDAYS 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 THE HOLIDAY PAY. ALL HOURS WORKED ON UNPAID HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

   M. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   O. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

4. 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.

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).

5. C. HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, 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).

G. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (7).

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).

N. HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (9).

O. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).

Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).

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, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (7).

T. PAID HOLIDAYS: SEVEN (7) PAID HOLIDAYS.

U. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND A DAY OF THE EMPLOYEES CHOICE (7).

V. PAID HOLIDAYS: SIX (6) PAID HOLIDAYS.

W. PAID HOLIDAYS: NINE (9) PAID HOLIDAYS.

X. HOLIDAYS: AFTER 520 HOURS - NEW YEAR'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY. AFTER 2080 HOURS - NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND A FLOATING HOLIDAY (8).

Y. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, THANKSGIVING DAY, THE FRIDAY FOLLOWING THANKSGIVING DAY, AND CHRISTMAS DAY (8).

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, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

C. HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (9).

D. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY BEFORE OR THE DAY AFTER CHRISTMAS DAY (9).

H. 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).

I. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).

6. L. 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)

Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY. UNPAID HOLIDAY: PRESIDENTS' DAY.

S. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, AND CHRISTMAS DAY (8).

T. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (9).

U. HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE NEW YEAR'S DAY, MEMORIAL DAY, DAY BEFORE INDEPENDENCE DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS DAY, CHRISTMAS DAY (10).

V. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, CHRISTMAS DAY, EMPLOYEE'S BIRTHDAY, AND ONE DAY OF THE EMPLOYEE'S CHOICE (10).

W. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE CHRISTMAS DAY (10).

X. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY, EMPLOYEE'S BIRTHDAY (11).

NOTE CODES

8. A. THE STANDBY RATE OF PAY FOR DIVERS SHALL BE ONE-HALF TIMES THE DIVERS RATE OF PAY. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:

OVER 50' TO 100' - $1.00 PER FOOT FOR EACH FOOT OVER 50 FEET
OVER 100' TO 175' - $2.25 PER FOOT FOR EACH FOOT OVER 100 FEET
OVER 175' TO 250' - $5.50 PER FOOT FOR EACH FOOT OVER 175 FEET
OVER 250' - DIVERS MAY NAME THEIR OWN PRICE, PROVIDED IT IS NO LESS THAN THE SCALE LISTED FOR 250 FEET

C. THE STANDBY RATE OF PAY FOR DIVERS SHALL BE ONE-HALF TIMES THE DIVERS RATE OF PAY. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:

OVER 50' TO 100' - $1.00 PER FOOT FOR EACH FOOT OVER 50 FEET
OVER 100' TO 150' - $1.50 PER FOOT FOR EACH FOOT OVER 100 FEET
OVER 150' TO 200' - $2.00 PER FOOT FOR EACH FOOT OVER 150 FEET
OVER 200' - DIVERS MAY NAME THEIR OWN PRICE

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.

Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.

2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.

3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.

4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.

5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.

6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

WSDOT's
Predetermined List for
Suppliers - Manufacturers - Fabricators

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

ITEM DESCRIPTION	YES	NO
1. Manhole Ring & Cover - manhole type 1, 2, 3, and 4 for bridges. For use with Catch Basin type 2. The casting to meet AASHTO-M-105, class 30 gray iron casting. See Std. Plan B-1f, B-23a, B-23b, B-23c, and B-23d.		X
2. Frame & Grate - frame and Grate for Catch Basin type 1, 1L, 1P, 2, 3, 4 and Concrete Inlets. Cast frame may be grade 70-36 steel, class 30 gray cast iron or grade 80-55-06 ductile iron. The cast grate may be grade 70-36 steel or grade 80-55-06 ductile iron. See Std. Plan B-2, B-2a, and B-2b.		X
3. Grate Inlet & Drop Inlet Frame & Grate - Frame and Grate for Grate Inlets Type 1 or 2 or Drop Inlet. Angle iron frame to be cast into top of inlet. See Std. Plan B-4b or B-4h. Frames & Grates to be galvanized.		X
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		X
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		X

		YES	NO
6.	Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		X
7.	Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		X
8.	Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9.	Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.15(3).	X	
10.	Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11.	Minor Structural Steel Fabrication - Fabrication of minor steel items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	X	
12.	Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.15(3).		X

	YES	NO
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec.. Shop drawings for approval shall be provided per Section 6-05.3(3) of the Std. Spec.	X	
14. Manhole Type 1, 2, 3 and 4 - Precast Manholes with risers and flat top slab and/or cones. See Std. Plans.		X
15. Drywell - Drywell as specified in Contract Plans.		X
16. Catch Basin - Catch Basin type 1, 1L, 1P, 2, 3, and 4, including risers, frames maybe cast into riser. See Std. Plans.		X
17. Precast Concrete Inlet - Concrete Inlet with risers, frames may be cast into risers. See Std. Plans.		X
18. Drop Inlet Type 1 - Drop Inlet Type 1 with support angles and grate. See Std. Plans B-4f and B-4h.		X
19. Drop Inlet Type 2 - Drop Inlet type 2 with support angles and grate. See Std. Plans B-4g and B-4h.		X
20. Grate Inlet Type 2 - Grate Inlet Type 2 with risers and top unit with bearing angles.		X
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting.		X

	YES	NO
22. Vault Risers - For use with Valve Vaults and Utilities Vaults.		X
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25. Reinforced Earth Wall Panels - Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used.	X	
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder - Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)c.	X	

	YES	NO
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)c.	X	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)c.	X	
31. Prestressed Precast Hollow-Core Slab - Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)c.	X	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(26)A.	X	
33. Monument Case and Cover - To meet AASHTO-M-105 class 30 gray iron casting. See Std. Plan H-7.		X
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans G-3, G-3a, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	

	YES	NO
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans G-2, G2a, G-2b, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37. Steel Sign Post - Fabricated steel sign posts as detailed in Std. Plan G-8. Shop drawings for approval are to be provided prior to fabrication.		X
38. Light Standard-Prestressed - Spun, prestressed, hollow, concrete poles.		X
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plan J-1, J-1a, and J-1b. See Special Provisions for pre-approved drawings.	X	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans J-1, J-7a, J-7c, and J-8. See Special Provisions for pre-approved drawings.	X	
41. Traffic Curb, Type A or C Precast - Type A or C Precast traffic curb, for use in construction of raised channelization, and other traffic delineation uses such as parking lots, rest areas, etc. NOTE: Acceptance based on inspection of Fabrication Plant and an advance sample of curb section to be submitted for approval by Engineer.		X

	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following signing materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed.	X customs msg	X std. msg
43. Cutting & bending reinforcing steel		X
44. Guardrail components	X custom end sect.	X standard sect.
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		X
48. Electrical wiring/components		X
49. treated or untreated timber piles		X
50. Girder pads (elastomeric bearing)	X	

	YES	NO
51. Standard Dimension lumber		X
52. Irrigation components		X
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

WASHINGTON STATE PREVAILING WAGE RATES - EFFECTIVE 08/31/01
METAL FABRICATION (IN SHOP)

Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
Counties Covered: Adams, Asotin, Columbia, Douglas, Ferry, Franklin, Garfield Kittitas, Lincoln, Okanogan, Pend Oreille, Stevens, Walla Walla and Whitman				
Fitter	12.76	1		
Welder	12.76	1		
Machine Operator	12.66	1		
Painter	10.20	1		
Laborer	8.13	1		
Counties Covered: Benton				
Welder	16.70	1		
Machine Operator	10.53	1		
Painter	9.76	1		
Laborer	7.06	1		
Counties Covered: Chelan				
Fitter	15.04	1		
Welder	12.24	1		
Machine Operator	9.71	1		
Painter	9.93	1		
Laborer	8.77	1		
Counties Covered: Clallam, Grays Harbor, Island, Jefferson, Lewis, Mason, Pacific, San Juan and Skagit				
Fitter	15.16	1		
Welder	15.16	1		
Machine Operator	10.66	1		
Painter	11.41	1		
Laborer	11.13	1		

METAL FABRICATION (IN SHOP) 08/31/01

Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
Counties Covered: Clark				
Layerout	22.98	1J	6U	
Fitter	22.64	1J	6U	
Welder	21.54	1J	6U	
Painter	19.57	1J	6U	
Machine Operator	17.00	1J	6U	
Laborer	16.49	1J	6U	
Counties Covered: Snohomish				
Fitter	15.38	1		
Welder	15.38	1		
Machine Operator	8.84	1		
Painter	9.98	1		
Laborer	9.79	1		
Counties Covered: Spokane				
Fitter	12.59	1		
Welder	10.80	1		
Machine Operator	13.26	1		
Painter	10.27	1		
Laborer	7.98	1		
Counties Covered: Thurston				
Layerout	22.74	1R	6T	
Fitter	20.85	1R	6T	
Welder	18.93	1R	6T	
Machine Operator	15.13	1R	6T	
Laborer	11.33	1R	6T	
Counties Covered: Whatcom				
Fitter/Welder	13.81	1		
Machine Operator	13.81	1		
Laborer	9.00	1		

METAL FABRICATION (IN SHOP) 08/31/01

Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
Counties Covered: Yakima				
Fitter	12.00	1		
Welder	11.32	1		
Machine Operator	11.32	1		
Painter	12.00	1		
Laborer	10.31	1		
Counties Covered: Cowlitz				
Fitter	22.03	1B	6V	
Welder	22.03	1B	6V	
Machine Operator	22.03	1B	6V	
Laborer	17.17	1B	6V	
Counties Covered: Grant				
Fitter	10.79	1		
Welder	10.79	1		
Painter	7.45	1		
Counties Covered: King				
Fitter	15.86	1		
Welder	15.48	1		
Machine Operator	13.04	1		
Painter	11.10	1		
Laborer	9.78	1		
Counties Covered: Kitsap				
Fitter	26.96	1		
Welder	13.83	1		
Machine Operator	13.83	1		
Laborer	6.72	1		

METAL FABRICATION (IN SHOP) 08/31/01

Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
Counties Covered: Klickitat, Skamania and Wahkiakum				
Fitter/Welder	16.99	1		
Machine Operator	17.21	1		
Painter	17.03	1		
Laborer	10.44	1		
Counties Covered: Pierce				
Fitter	15.25	1		
Welder	13.98	1		
Machine Operator	13.98	1		
Laborer	9.25	1		

WASHINGTON STATE PREVAILING WAGE RATES - EFFECTIVE 08/31/01
FABRICATED PRECAST CONCRETE PRODUCTS

Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
Counties Covered: Adams, Asotin, Benton, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Lincoln, Okanogan, Pend Oreille, Stevens, Walla Walla, and Whitman				
All Classifications	9.96	1		
Counties Covered: King				
Architectural and Prestressed Concrete				
All Classifications	10.60	1		
All Other Concrete Products				
Maintenance	18.77	1B	6S	
Operator	18.24	1B	6S	
Gunite	18.24	1B	6S	
Carpenter	18.77	1B	6S	
Fabricator	18.24	1B	6S	
Wet pour	17.99	1B	6S	
Yard Patch	17.99	1B	6S	
Welder	18.24	1B	6S	
Clean Up	17.99	1B	6S	
Counties Covered: Pierce				
All Classifications	10.00	1		
Counties Covered: Chelan, Kittitas, Klickitat and Skamania				
All Classifications	8.61	1		
Counties Covered: Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, Kitsap, Lewis, Mason, Pacific, San Juan, Skagit, Snohomish, Thurston, Wahkiakum				
All Classifications	13.50	1		

WASHINGTON STATE PREVAILING WAGE RATES - EFFECTIVE 08/31/01
FABRICATED PRECAST CONCRETE PRODUCTS

Classification		PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
	Counties Covered: Spokane				
Machine Operator		10.33	1		
Laborer		6.72	1		
	Counties Covered: Yakima				
Craftsman		8.65	1		
Production Worker		7.15	1		
Laborer		6.72	1		
	Counties Covered: Whatcom				
Rebar		14.60	1		
Concrete Finisher		12.53	1		
Carpenter		11.43	1		
Laborer		8.43	1		

Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

The following two letters from the State Department of Labor and Industries (State L&I) dated August 18, 1992 and June 18, 1999, clarify the intent and establish policy for administrating the provisions of WAC 296-127-018 COVERAGE AND EXEMPTIONS OF WORKERS INVOLVED IN THE PRODUCTION AND DELIVERY OF GRAVEL, CONCRETE, ASPHALT, OR SIMILAR MATERIALS.

Any firm with questions regarding the policy, these letters, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

Effective September 1, 1993, minimum prevailing wages for all work covered by WAC 296-127-018 for the production and/or delivery of materials to a public works contract will be found under the regular classification of work for Teamsters, Power Equipment Operators, etc.

ESAC DIVISION - TELEPHONE (206) 586-6887
PO BOX 44540, OLYMPIA, WASHINGTON 98504-4540

August 18, 1992

TO: All Interested Parties

FROM: Jim P. Christensen
Acting Industrial Statistician

SUBJECT: Materials Suppliers - WAC 296-127-018

This memo is intended to provide greater clarity regarding the application of WAC 296-127-018 to awarding agencies, contractors, subcontractors, material suppliers and other interested parties. The information contained herein should not be construed to cover all possible scenarios which might require the payment of prevailing wage. The absence of a particular activity under the heading "PREVAILING WAGES ARE REQUIRED FOR" does not mean that the activity is not covered.

Separate Material Supplier Equipment Operator rates have been eliminated. For those cases where a production facility is set up for the specific purpose of supplying materials to a public works construction site, prevailing wage rates for operators of equipment such as crushers and batch plants can be found under Power Equipment Operators.

PREVAILING WAGES ARE REQUIRED FOR:

1. Hauling materials away from a public works project site, including excavated materials, demolished materials, etc.

2. Delivery of materials to a public works project site using a method that involves incorporation of the delivered materials into the project site, such as spreading, leveling, rolling, etc.

3. The production of materials at a facility that is established for the specific, but not necessarily exclusive, purpose of supplying materials for a public works project.

4. Delivery of the materials mentioned in #3 above, regardless of the method of delivery.

PREVAILING WAGES ARE NOT REQUIRED FOR:

1. The production of materials by employees of an established materials supplier, in a permanent facility, as well as the delivery of these materials, as long as delivery does not include incorporation of the materials into the job site.

2. Delivery of materials by a common or contract carrier, as long as delivery does not include incorporation of the materials into the job site.

3. Production of materials for unspecified future use.

STATE OF WASHINGTON
DEPARTMENT OF LABOR AND INDUSTRIES

June 18, 1999

TO: Kerry S. Radcliff, Editor
Washington State Register

FROM: Gary Moore, Director
Department of Labor and Industries

SUBJECT: **Notice re WAC 296-127-018, Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials**

The department wishes to publish the following Notice in the next edition of the Washington State Register:

NOTICE

Under the current material supplier regulations, WAC 296-127-018, the department takes the position that prevailing wages do not apply to the delivery of wet concrete to public works sites, unless the drivers do something more than just deliver the concrete. Drivers delivering concrete into a crane and bucket, hopper of a pump truck, or forms or footings, are not entitled to prevailing wages unless they operate machinery or use tools that screed, float, or put a finish on the concrete.

This position applies only to the delivery of wet concrete. It does not extend to the delivery of asphalt, sand, gravel, crushed rock, or other similar materials covered under WAC 296-127-018. The department's position applies only to this regulation.

If you need additional information regarding this matter, please contact Greg Mowat, Program Manager, Employment Standards, at P.O. Box 44510, Olympia, WA 98504-4510, or call (360) 902-5310.

Please publish the above Notice in WSR 99-13. If you have questions or need additional information, please call Selwyn Walters at 902-4206. Thank you.

Cc: Selwyn Walters, Rules Coordinator
Patrick Woods, Assistant Director
Greg Mowat, Program Manager

State of Washington
DEPARTMENT OF LABOR AND INDUSTRIES
Prevailing Wage Section - Telephone (360) 902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage Rates For Public Works Contracts

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

KITSAP COUNTY

Effective 08-31-01

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Classification	PREVAILING WAGE	(See Benefit Code Key) Over Time Code	Holiday Code	Note Code
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	$29.67	1M	5D	
BOILERMAKERS				
JOURNEY LEVEL	$35.96	1B	5N	
BRICK AND MARBLE MASONS				
JOURNEY LEVEL	$28.37	1		
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	$13.12	1		
CARPENTERS				
ACOUSTICAL WORKER	$34.50	1M	5D	
BRIDGE, DOCK AND WARF CARPENTERS	$34.34	1M	5D	
CARPENTER	$34.34	1M	5D	
CREOSOTED MATERIAL	$34.44	1M	5D	
DRYWALL APPLICATOR	$34.94	1M	5D	
FLOOR FINISHER	$34.47	1M	5D	
FLOOR LAYER	$34.47	1M	5D	
FLOOR SANDER	$34.47	1M	5D	
MILLWRIGHT AND MACHINE ERECTORS	$35.34	1M	5D	
PILEDRIVERS, DRIVING, PULLING, PLACING COLLARS AND WELDING	$34.54	1M	5D	
SAWFILER	$34.47	1M	5D	
SHINGLER	$34.47	1M	5D	
STATIONARY POWER SAW OPERATOR	$34.47	1M	5D	
STATIONARY WOODWORKING TOOLS	$34.47	1M	5D	
CEMENT MASONS				
JOURNEY LEVEL	$35.33	1M	5D	
DIVERS & TENDERS				
DIVER	$74.30	1M	5D	8A
DIVER TENDER	$37.01	1M	5D	
DREDGE WORKERS				
ASSISTANT ENGINEER	$35.67	1B	5D	8L
ASSISTANT MATE (DECKHAND)	$35.23	1B	5D	8L
BOATMEN	$35.67	1B	5D	8L
ENGINEER WELDER	$35.72	1B	5D	8L
LEVERMAN, HYDRAULIC	$37.11	1B	5D	8L
MAINTENANCE	$35.23	1B	5D	8L
MATES	$35.67	1B	5D	8L
OILER	$35.33	1B	5D	8L
DRYWALL TAPERS				
JOURNEY LEVEL	$34.92	1J	5B	
ELECTRICIANS - INSIDE				
CABLE SPLICER	$44.57	1D	6H	
CABLE SPLICER (TUNNEL)	$61.22	1D	6H	
CERTIFIED WELDER	$42.95	1D	6H	
CERTIFIED WELDER (TUNNEL)	$58.85	1D	6H	
CONSTRUCTION STOCK PERSON	$22.79	1D	6H	
JOURNEY LEVEL	$41.33	1D	6H	
JOURNEY LEVEL (TUNNEL)	$56.47	1D	6H	
ELECTRICIANS - POWERLINE CONSTRUCTION				
CABLE SPLICER	$42.16	4A	5A	
CERTIFIED LINE WELDER	$38.72	4A	5A	
GROUNDPERSON	$28.38	4A	5A	

KITSAP COUNTY

Effective 08-31-01

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Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
		(See Benefit Code Key)		
HEAD GROUNDPERSON	$29.81	4A	5A	
HEAVY LINE EQUIPMENT OPERATOR	$38.72	4A	5A	
JACKHAMMER OPERATOR	$29.81	4A	5A	
JOURNEY LEVEL LINEPERSON	$38.72	4A	5A	
LINE EQUIPMENT OPERATOR	$32.95	4A	5A	
POLE SPRAYER	$38.72	4A	5A	
POWDERPERSON	$29.81	4A	5A	
ELECTRONIC & TELECOMMUNICATION TECHNICIANS				
JOURNEY LEVEL	$12.07	1		
ELEVATOR CONSTRUCTORS				
CONSTRUCTOR	$31.29	4A	6I	
MECHANIC	$42.25	4A	6I	
MECHANIC IN CHARGE	$46.63	4A	6I	
PROBATIONARY CONSTRUCTOR	$16.27	4A	6I	
FENCE ERECTORS				
FENCE ERECTOR	$13.80	1		
FENCE LABORER	$11.60	1		
FLAGGERS				
JOURNEY LEVEL	$24.99	1M	5D	
GLAZIERS				
JOURNEY LEVEL	$35.21	2E	5G	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	$35.83	1F	5C	
INLAND BOATMEN				
ASSISTANT ENGINEER	$30.68	1K	5D	
CHIEF ENGINEER	$31.55	1K	5D	
COOK	$26.56	1K	5D	
DECK ENGINEER, ABLE SEAMAN, OILER	$26.56	1K	5D	
DECKHAND	$26.15	1K	5D	
FIRST MATE	$30.78	1K	5D	
MASTER	$33.72	1K	5D	
MATE, LAUNCH OPERATOR	$28.81	1K	5D	
MESSMAN	$21.94	1K	5D	
ORDINARY SEAMAN	$23.26	1K	5D	
INSULATION APPLICATORS				
JOURNEY LEVEL	$34.34	1M	5D	
IRONWORKERS				
JOURNEY LEVEL	$37.07	1B	5A	
LABORERS				
ASPHALT RAKER	$30.15	1M	5D	
BALLAST REGULATOR MACHINE	$29.67	1M	5D	
BATCH WEIGHMAN	$24.99	1M	5D	
CARPENTER TENDER	$29.67	1M	5D	
CASSION WORKER	$30.51	1M	5D	
CEMENT DUMPER/PAVING	$30.15	1M	5D	
CEMENT FINISHER TENDER	$29.67	1M	5D	
CHIPPING GUN (OVER 30 LBS)	$30.15	1M	5D	
CHIPPING GUN (UNDER 30 LBS)	$29.67	1M	5D	
CHUCK TENDER	$29.67	1M	5D	
CLEAN-UP LABORER	$29.67	1M	5D	
CONCRETE FORM STRIPPER	$29.67	1M	5D	
CONCRETE SAW OPERATOR	$30.15	1M	5D	
CRUSHER FEEDER	$24.99	1M	5D	
CURING LABORER	$29.67	1M	5D	
DEMOLITION, WRECKING & MOVING (INCLUDING CHARRED MATERIALS)	$29.67	1M	5D	
DITCH DIGGER	$29.67	1M	5D	
DIVER	$30.51	1M	5D	
DRILL OPERATOR (HYDRAULIC, DIAMOND)	$30.15	1M	5D	

KITSAP COUNTY

Effective 08-31-01

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Classification	PREVAILING WAGE	(See Benefit Code Key) Over Time Code	Holiday Code	Note Code
DRILL OPERATOR, AIRTRAC	$30.51	1M	5D	
DUMPMAN	$29.67	1M	5D	
FALLER/BUCKER, CHAIN SAW	$30.15	1M	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	$22.67	1M	5D	
FINE GRADERS	$29.67	1M	5D	
FIRE WATCH	$29.67	1M	5D	
FORM SETTER	$29.67	1M	5D	
GABION BASKET BUILDER	$29.67	1M	5D	
GENERAL LABORER	$29.67	1M	5D	
GRADE CHECKER & TRANSIT PERSON	$30.15	1M	5D	
GRINDERS	$29.67	1M	5D	
GROUT MACHINE TENDER	$29.67	1M	5D	
HAZARDOUS WASTE WORKER LEVEL A	$30.51	1M	5D	
HAZARDOUS WASTE WORKER LEVEL B	$30.15	1M	5D	
HAZARDOUS WASTE WORKER LEVEL C	$29.67	1M	5D	
HIGH SCALER	$30.51	1M	5D	
HOD CARRIER/MORTARMAN	$30.15	1M	5D	
JACKHAMMER	$30.15	1M	5D	
LASER BEAM OPERATOR	$30.15	1M	5D	
MINER	$30.51	1M	5D	
NOZZLEMAN, CONCRETE PUMP, GREEN CUTTER WHEN USING HIGH PRESSURE AIR & WATER ON CONCRETE & ROCK, SANDBLAST, GUNITE, SHOTCRETE, WATER BLASTER	$30.15	1M	5D	
PAVEMENT BREAKER	$30.15	1M	5D	
PILOT CAR	$24.99	1M	5D	
PIPE RELINER (NOT INSERT TYPE)	$30.15	1M	5D	
PIPELAYER & CAULKER	$30.15	1M	5D	
PIPELAYER & CAULKER (LEAD)	$30.51	1M	5D	
PIPEWRAPPER	$30.15	1M	5D	
POT TENDER	$29.67	1M	5D	
POWDERMAN	$30.51	1M	5D	
POWDERMAN HELPER	$29.67	1M	5D	
POWERJACKS	$30.15	1M	5D	
RAILROAD SPIKE PULLER (POWER)	$30.15	1M	5D	
RE-TIMBERMAN	$30.51	1M	5D	
RIPRAP MAN	$29.67	1M	5D	
SIGNALMAN	$29.67	1M	5D	
SLOPER SPRAYMAN	$29.67	1M	5D	
SPREADER (CLARY POWER OR SIMILAR TYPES)	$30.15	1M	5D	
SPREADER (CONCRETE)	$30.15	1M	5D	
STAKE HOPPER	$29.67	1M	5D	
STOCKPILER	$29.67	1M	5D	
TAMPER & SIMILAR ELECTRIC, AIR & GAS	$30.15	1M	5D	
TAMPER (MULTIPLE & SELF PROPELLED)	$30.15	1M	5D	
TOOLROOM MAN (AT JOB SITE)	$29.67	1M	5D	
TOPPER-TAILER	$29.67	1M	5D	
TRACK LABORER	$29.67	1M	5D	
TRACK LINER (POWER)	$30.15	1M	5D	
TUGGER OPERATOR	$30.15	1M	5D	
VIBRATING SCREED (AIR, GAS, OR ELECTRIC)	$29.67	1M	5D	
VIBRATOR	$30.15	1M	5D	
WELDER	$29.67	1M	5D	
WELL-POINT LABORER	$30.15	1M	5D	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	$11.42	1		
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	$10.94	1		

KITSAP COUNTY

Effective 08-31-01

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Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
		(See Benefit Code Key)		
LANDSCAPING OR PLANTING LABORERS	$8.54	1		
LATHERS				
JOURNEY LEVEL	$34.94	1M	5D	
PAINTERS				
JOURNEY LEVEL	$27.63	2B	5A	
PLASTERERS				
JOURNEY LEVEL	$35.63	1R	5A	
PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	$38.06	1B	5A	
POWER EQUIPMENT OPERATORS				
ASSISTANT ENGINEERS	$33.59	1T	5D	8L
BACKHOE, EXCAVATOR, SHOVEL (3 YD & UNDER)	$36.05	1T	5D	8L
BACKHOE, EXCAVATOR, SHOVEL (OVER 3 YD & UNDER 6 YD)	$36.49	1T	5D	8L
BACKHOE, EXCAVATOR, SHOVEL (6 YD AND OVER WITH ATTACHMENTS)	$36.99	1T	5D	8L
BACKHOES, (75 HP & UNDER)	$35.69	1T	5D	8L
BACKHOES, (OVER 75 HP)	$36.05	1T	5D	8L
BARRIER MACHINE (ZIPPER)	$36.05	1T	5D	8L
BATCH PLANT OPERATOR, CONCRETE	$36.05	1T	5D	8L
BELT LOADERS (ELEVATING TYPE)	$35.69	1T	5D	8L
BOBCAT	$33.59	1T	5D	8L
BROOMS	$33.59	1T	5D	8L
BUMP CUTTER	$36.05	1T	5D	8L
CABLEWAYS	$36.49	1T	5D	8L
CHIPPER	$36.05	1T	5D	8L
COMPRESSORS	$33.59	1T	5D	8L
CONCRETE FINISH MACHINE - LASER SCREED	$33.59	1T	5D	8L
CONCRETE PUMPS	$35.69	1T	5D	8L
CONCRETE PUMP-TRUCK MOUNT WITH BOOM ATTACHMENT	$36.05	1T	5D	8L
CONVEYORS	$35.69	1T	5D	8L
CRANES, THRU 19 TONS, WITH ATTACHMENTS	$35.69	1T	5D	8L
CRANES, 20 - 44 TONS, WITH ATTACHMENTS	$36.05	1T	5D	8L
CRANES, 45 TONS - 99 TONS, UNDER 150 FT OF BOOM (INCLUDING JIB WITH ATACHMENTS)	$36.49	1T	5D	8L
CRANES, 100 TONS - 199 TONS, OR 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)	$36.99	1T	5D	8L
CRANES, 200 TONS TO 300 TONS, OR 250 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)	$37.49	1T	5D	8L
CRANES, A-FRAME, 10 TON AND UNDER	$33.59	1T	5D	8L
CRANES, A-FRAME, OVER 10 TON	$35.69	1T	5D	8L
CRANES, OVER 300 TONS, OR 300' OF BOOM INCLUDING JIB WITH ATTACHMENTS	$37.99	1T	5D	8L
CRANES, OVERHEAD, BRIDGE TYPE (20 - 44 TONS)	$36.05	1T	5D	8L
CRANES, OVERHEAD, BRIDGE TYPE (45 - 99 TONS)	$36.49	1T	5D	8L
CRANES, OVERHEAD, BRIDGE TYPE (100 TONS & OVER)	$36.99	1T	5D	8L
CRANES, TOWER CRANE UP TO 175' IN HEIGHT, BASE TO BOOM	$36.99	1T	5D	8L
CRANES, TOWER CRANE OVER 175' IN HEIGHT, BASE TO BOOM	$37.49	1T	5D	8L
CRUSHERS	$36.05	1T	5D	8L
DECK ENGINEER/DECK WINCHES (POWER)	$36.05	1T	5D	8L
DERRICK, BUILDING	$36.49	1T	5D	8L
DOZERS, D-9 & UNDER	$35.69	1T	5D	8L
DRILL OILERS - AUGER TYPE, TRUCK OR CRANE MOUNT	$35.69	1T	5D	8L
DRILLING MACHINE	$36.05	1T	5D	8L
ELEVATOR AND MANLIFT, PERMANENT AND SHAFT-TYPE	$33.59	1T	5D	8L
EQUIPMENT SERVICE ENGINEER (OILER)	$35.69	1T	5D	8L
FINISHING MACHINE/BIDWELL GAMACO AND SIMILAR EQUIP	$36.05	1T	5D	8L
FORK LIFTS, (3000 LBS AND OVER)	$35.69	1T	5D	8L
FORK LIFTS, (UNDER 3000 LBS)	$33.59	1T	5D	8L
GRADE ENGINEER	$35.69	1T	5D	8L

KITSAP COUNTY

Effective 08-31-01

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Classification	PREVAILING WAGE	(See Benefit Code Key) Over Time Code	Holiday Code	Note Code
GRADECHECKER AND STAKEMAN	$33.59	1T	5D	8L
HOISTS, OUTSIDE (ELEVATORS AND MANLIFTS), AIR TUGGERS	$35.69	1T	5D	8L
HORIZONTAL/DIRECTIONAL DRILL LOCATOR	$35.69	1T	5D	8L
HORIZONTAL/DIRECTIONAL DRILL OPERATOR	$36.05	1T	5D	8L
HYDRALIFTS/BOOM TRUCKS (10 TON & UNDER)	$33.59	1T	5D	8L
HYDRALIFTS/BOOM TRUCKS (OVER 10 TON)	$35.69	1T	5D	8L
LOADERS, OVERHEAD (6 YD UP TO 8 YD)	$36.49	1T	5D	8L
LOADERS, OVERHEAD (8 YD & OVER)	$36.99	1T	5D	8L
LOADERS, OVERHEAD (UNDER 6 YD), PLANT FEED	$36.05	1T	5D	8L
LOCOMOTIVES, ALL	$36.05	1T	5D	8L
MECHANICS, ALL	$36.05	1T	5D	8L
MIXERS, ASPHALT PLANT	$36.05	1T	5D	8L
MOTOR PATROL GRADER (FINISHING)	$36.05	1T	5D	8L
MOTOR PATROL GRADER (NON-FINISHING)	$35.69	1T	5D	8L
MUCKING MACHINE, MOLE, TUNNEL DRILL AND/OR SHIELD	$36.49	1T	5D	8L
OIL DISTRIBUTORS, BLOWER DISTRIBUTION AND MULCH SEEDING OPERATOR	$33.59	1T	5D	8L
PAVEMENT BREAKER	$33.59	1T	5D	8L
PILEDRIVER (OTHER THAN CRANE MOUNT)	$36.05	1T	5D	8L
PLANT OILER (ASPHALT CRUSHER)	$35.69	1T	5D	8L
POSTHOLE DIGGER, MECHANICAL	$33.59	1T	5D	8L
POWER PLANT	$33.59	1T	5D	8L
PUMPS, WATER	$33.59	1T	5D	8L
QUAD 9, D-10, AND HD-41	$36.49	1T	5D	8L
REMOTE CONTROL OPERATOR ON RUBBER TIRED EARTH MOVING EQUIP	$36.49	1T	5D	8L
RIGGER AND BELLMAN	$33.59	1T	5D	8L
ROLLAGON	$36.49	1T	5D	8L
ROLLER, OTHER THAN PLANT ROAD MIX	$33.59	1T	5D	8L
ROLLERS, PLANTMIX OR MULTILIFT MATERIALS	$35.69	1T	5D	8L
ROTO-MILL, ROTO-GRINDER	$36.05	1T	5D	8L
SAWS, CONCRETE	$35.69	1T	5D	8L
SCRAPERS - SELF PROPELLED, HARD TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (UNDER 45 YD)	$36.05	1T	5D	8L
SCRAPERS - SELF PROPELLED, HARD TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (45 YD AND OVER)	$36.49	1T	5D	8L
SCRAPERS, CONCRETE AND CARRY ALL	$35.69	1T	5D	8L
SCREED MAN	$36.05	1T	5D	8L
SHOTCRETE GUNITE	$33.59	1T	5D	8L
SLIPFORM PAVERS	$36.49	1T	5D	8L
SPREADER, TOPSIDE OPERATOR - BLAW KNOX	$36.05	1T	5D	8L
SUBGRADE TRIMMER	$36.05	1T	5D	8L
TRACTORS, (75 HP & UNDER)	$35.69	1T	5D	8L
TRACTORS, (OVER 75 HP)	$36.05	1T	5D	8L
TRANSFER MATERIAL SERVICE MACHINE	$36.05	1T	5D	8L
TRANSPORTERS, ALL TRACK OR TRUCK TYPE	$36.49	1T	5D	8L
TRENCHING MACHINES	$35.69	1T	5D	8L
TRUCK CRANE OILER/DRIVER (UNDER 100 TON)	$35.69	1T	5D	8L
TRUCK CRANE OILER/DRIVER (100 TON & OVER)	$36.05	1T	5D	8L
WHEEL TRACTORS, FARMALL TYPE	$33.59	1T	5D	8L
YO YO PAY DOZER	$36.05	1T	5D	8L
POWER LINE CLEARANCE TREE TRIMMERS				
JOURNEY LEVEL IN CHARGE	$28.90	4A	5A	
SPRAY PERSON	$27.34	4A	5A	
TREE EQUIPMENT OPERATOR	$27.72	4A	5A	
TREE TRIMMER	$25.64	4A	5A	
TREE TRIMMER GROUNDPERSON	$18.70	4A	5A	
REFRIGERATION & AIR CONDITIONING MECHANICS				
MECHANIC	$27.68	1		

KITSAP COUNTY

Effective 08-31-01

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Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
		(See Benefit Code Key)		
ROOFERS				
JOURNEY LEVEL	$31.03	1R	5A	
USING IRRITABLE BITUMINOUS MATERIALS	$34.03	1R	5A	
SHEET METAL WORKERS				
JOURNEY LEVEL (FIELD OR SHOP)	$39.68	1J	6L	
SOFT FLOOR LAYERS				
JOURNEY LEVEL	$30.60	1B	5A	
SOLAR CONTROLS FOR WINDOWS				
JOURNEY LEVEL	$10.31	1B	5O	
SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	$42.43	1B	5C	
SURVEYORS				
CHAIN PERSON	$9.35	1		
INSTRUMENT PERSON	$11.40	1		
PARTY CHIEF	$13.40	1		
TELEPHONE LINE CONSTRUCTION - OUTSIDE				
CABLE SPLICER	$24.74	2B	5A	
HOLE DIGGER/GROUND PERSON	$13.18	2B	5A	
INSTALLER (REPAIRER)	$23.66	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	$22.91	2B	5A	
SPECIAL APPARATUS INSTALLER I	$24.74	2B	5A	
SPECIAL APPARATUS INSTALLER II	$24.21	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	$24.74	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	$22.91	2B	5A	
TELEVISION GROUND PERSON	$12.42	2B	5A	
TELEVISION LINEPERSON/INSTALLER	$17.02	2B	5A	
TELEVISION SYSTEM TECHNICIAN	$20.54	2B	5A	
TELEVISION TECHNICIAN	$18.33	2B	5A	
TREE TRIMMER	$22.91	2B	5A	
TERRAZZO WORKERS & TILE SETTERS				
JOURNEY LEVEL	$32.83	1H	5A	
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	$26.66	1H	5A	
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	$27.67	1K	5A	
TRUCK DRIVERS				
ASPHALT MIX (TO 16 YARDS)	$33.48	1T	5D	8L
ASPHALT MIX (OVER 16 YARDS)	$34.06	1T	5D	8L
DUMP TRUCK	$28.74	1		
DUMP TRUCK & TRAILER	$29.20	1		
OTHER TRUCKS	$18.37	1		
TRANSIT MIXER	$20.79	1		
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	$13.17	1		
OILER	$14.08	1		
WELL DRILLER	$14.40	1		

BREMERTON-008340

APPENDIX A

General Inventory of Material

SESKO ARSENAL WAY INVENTORY
Conducted May 24 & 25, 2001

CARS

Buick Regal, 1980's
Ford Escort, 1980's
AMC Concord
Mazda 626 2-door, 1980's
Ford Pinto
Mercury Cougar, 1970's
Ford T'Bird, 1980's
Two cars, make unknown
Ford T'Bird, 1980's
Yugo
Yugo
VW Rabbit
Pontiac Grand Am, 1980's
Olds Ciera, 1980's
Mazda
Ford Escort SW, 1980's
VW Rabbit
Chevy Corsica
Honda CVCC
Ford Escort
VW Rabbit
VW Jetta
Honda Civics (3)
Toyota Corolla
Chev Citation
Mercury Lynx SW
Toyota Corolla
Subaru
Chev Citation
VW Rabbit
Pontiac, 1980's(?)
Honda
Porsche 924
Datsun 810 SW
Ford Escort
Jeep, right hand drive
Subaru
Renault, 1980's(?)
Chevy Cavalier, 1980's
Ford Taurus, 1980's
Honda Accord 4-door, 1980's

SESKO ARSENAL WAY INVENTORY
Conducted May 24 & 25, 2001

CARS (CONTINUED)

Mitsubishi Gallant, 1980's
Toyota Corona, early 70's
Toyota Celica, 80's
VW Quantum
Honda Civic Accord 2-door
Olds Cutlass, '70's
Mercury, '70's
Datsun(?)
Pontiac Phoenix, '80's
VW Dasher
Dodge 600 Turbo 2-door, '80's
Ford Mustang, '80's
Datsun
Mercury Capri, '80's
Toyota, '70's
Ford Escort
Toyota Camry
Olds, '70's
Honda Civic 4-door, '80's
Pontiac, '70's
Chevy, '70's
Datsun, '70's(?)
Chev Corsica
Olds, '70's
Mazda 626
Ford Mustang, '80's
VW Rabbit
Pontiac Bonneville, '80's
Ford Pinto
Fiat X19 rear engine
Olds Regency, '80's
Chevy Nova, '70's
Honda Civic 4-door
Hyudai Excel
Chevy Corsica
VW Rabbit
Fiat X1/9
Buick 4-door, '80's
Cadillac Coup deVille 2-door
Olds Cutlass diesel 4-door, '80's
Chevy Beretta 2-door, '80's
VW diesel Rabbit
Camaro Berlinetta with sunroof, '80's

SESKO ARSENAL WAY INVENTORY
Conducted May 24 & 25, 2001

MINIVANS

Dodge Caravan, '80's
Chevy van, '70's
Ford Clubwagon
Dodge Vista
Chevy van, '70's
Chevy van, '70's
Chevy van, '70's
Dodge camper van, '80's
GMC van, '80's
GMC Safari van, '80's
Ford Chateau van, '80's
Dodge Ram long van
Dodge Sportsman long van, 70's
Ford Aerostar van, 80's
GMC 3500 diesel van

PICKUPS

Chevy with utility/service box, 60's
Mitsubishi,80's
Toyota Hilux, 70's
Ford 350, 70's
Dodge, 70's
Chevy cab and frame
International cab and frame
Nissan cab and frame
Courier, 70's (?)
Unknown, burned out
Ford Explorer, 70's (?)
Ford, 70's
Ford, '60's
Ford, 60's
Chevy S-10
Chevy (?), small
International
International
Mazda, 70's
Ford, 60's
Chevy
International, 70's

SESKO ARSENAL WAY INVENTORY
Conducted May 24 & 25, 2001

PICKUPS (CONTINUED)

Chevy, 70's
Courier, 70's
Ford F250 4WD, 70's
Chevy S-10, '70's
Dodge 4WD, 70's
Chevy LUV, 70's
Jeep 360 V8 J4000 4WD

TRUCKS AND TRAILERS

Ford 350, small duals
Reo 6x6, 50's
GMC, crew/cargo box, 70's
Ford 350, small duals, no bed
GMC tanker (3500 gal.?), 70's
20' lowboy trailer
40' trailer, small duals
30' trailer
10x10 Army truck
10x10 Army truck
12 ' Army trailer/dolly
8' Army trailer
Chevy step van, 60's
30' lowboy trailer
4000 gal(?) Mobil gas tanker trailer
'40s single axle truck
8' Army trailer.
8' cargo 4-tired dolly.
30' twin axle trailer
30' twin axle trailer
Truck frame with PTO hoist
GMC 60's twin axle flatbed with hydraulic picker
30' single axle cargo trailer
30' flatbed single axle flatbed trailer
25' lowboy single axle
14' small single axle trailer
GMC 60's twin axle
Dodge tar truck, 1000 gal.(?), '40's
Truck frame, single axle
Boat trailer
20' twin axle (reefer?)
Engine and transmission

SESKO ARSENAL WAY INVENTORY
Conducted May 24 & 25, 2001

TRUCKS AND TRAILERS (CONTINUED)

International 60's crew cab and frame
GMC twin axle, 70's
24' single axle trailer with load ramp
International single axle flatbed
Dodge single axle flatbed, '70's
35' twin axle trailer frame
Army trailer single axle assembly
Ford cabover, single axle, 60's
International single axle long flatbed, 70's
Ford single axle flatbed, 60's
25'(?) cargo trailer
Two twin-axle trailer frames.
Two Army twin-axle 27' trailers
International single axle cabover flatbed
24' cargo box
Dodge single axle dump, 70's
International single axle dump, 70's
GMC single axle cab and frame, 60's
GMC single axle cab and frame
30' lowboy trailer
8' dump box,
10' Army trailer
30' lowboy trailer frame
10' service body with hydraulic arm/hoist
Twin-axle trailer frame
Army hydraulic trailer dolly
Twin-axle frame and small crane boom
10' Army trailer with ramp
7' Army trailer
10' small trailer, four tires
Ford 350 diesel single axle flatbed
10' trailer
Two Army 10x10 trucks
Ford single axle cargo van, 12' box, 70's
GMC 4000 V6 single axle dump
GMC 7000 V8 single axle with enclosed steel box and pump and hose reel inside
12' small single axle trailer frame with two helper wheels
Mack dual axle dump, 50's
Chevy Sierra small single axle flatbed
Ford small single axle flatbed (8'), 50's/60's
24' 5th wheel trailer, aluminum box
GMC step van, 50's

SESKO ARSENAL WAY INVENTORY
Conducted May 24 & 25, 2001

BUSES

Two 30' school busses
30' school bus
40' City bus
70' articulated City bus
Two 35' Gillig school buses
24' bus
30' City bus
21' Ford van/bus (Paratransit)
40' City bus
25' City bus

HEAVY EQUIPMENT

Wayne 6'x8' sweeper/vacuum
2 Cat ripper heads
Cat tree/pole picker assembly
Dock/airplane dolly, diesel(?)
10' generator / centrifugal pump setup
Backhoe/forklift couterweight, 2 tons ?
Backhoe-mounted hydraulic jackhammer assembly
Five new jackhammer bits
Versalift hydraulic boom
12' excavator arm
International 500c dozer
Large Cat log claw
Twin diesel generator plants, on 8' Army trailer
10 tons (?) of sheet piling (?)
D9-size dozer
D3-size dozer
30' aquatic weed harvester and trailer
40' triangular steel truss
Heavy 12-tire equipment/house dolly
D8-size dozer
Drawn earthscraper with spare axle and tires
Two 6' Cat claws
Hydraulic tilting assembly (?)
Small clamshell bucket
Small forklift
Hydraulic pole grabber (?)
Roadgrader
D8-size dozer
10'/20' 4'wide crane elbow

SESKO ARSENAL WAY INVENTORY
Conducted May 24 & 25, 2001

HEAVY EQUIPMENT (CONTINUED)

4000 gal tank
Large Army diesel multi-use "mule", with forklift
Large Army diesel multi-use "mule", with forklift and small dozer blade
Army crane, no boom
Scattered Cat drums, blades, arms, buckets, engine block, forklift frame
Four 100-500 gal. Tanks
Wood chipper
Three tanks, 5000-20,000 gallon
300 gallon tank
2300 gallon tank
Roadgrader
Small crane boom
Forklift
14' backhoe arm
150 gallon tank
Small paving roller
Pavement/concrete cutter
Small pile driver
Street sweeper (Tennant)
7'/11' backhoe elbow
Pile driver
Excavator bucket with thumb
Backhoe claw
Small forklift
1 c.y. cement bucket

OTHER EQUIPMENT/MACHINERY

25' scissors platform
4'x8' wheeled nitrogen service unit (Zwick) and two 4'x1' nitrogen tanks
Two spools of 2" cable
Three 200psi diesel fuel filters/separators
Metal shear (?)
Windlass
Two 6'x8' heavy metal ramps
Vat / washer, approx. 100 gallons
Two extendable construction platforms
Large squirrel-cage blower
Small screw hoist
3" stainless steel reinforced hose, 200'?
Large (5'x5'x3') electric air compressor, Gardner-Denver
Floor sweeper

SESKO ARSENAL WAY INVENTORY
Conducted May 24 & 25, 2001

OTHER EQUIPMENT/MACHINERY (CONTINUED)

Large Cummins diesel block
90 hp. electric motor
High pressure washer (?), Vickers
Lathe, 20'
½" cable, rusty, 300'?
Winch/windlass, gas powered
Mini trencher, Davis
Construction elevator
Propane floor sweeper
Milling machine
Hydraulic press

BOATS

14' fiberglass
24' fiberglass, on s/a trailer
16' aluminum, on trailer
14' fiberglass with 40 hp o/b, on trailer
20' fiberglass, V8 in/ob, on trailer
Fiberglass log pond boat
10' steel dock boat
14' Fiberglass
12' fiberglass
14' fiberglass and o/b, on trailer
12' aluminum skiff
24' wood cabin cruiser, inboard
12' fiberglass and o/b
21' fiberglass, in/ob, on trailer

CAMPERS/TRAILERS

10' car trailer, Totem-All
Cabover camper
Cabover camper
12' Travel trailer
32' 5th wheel travel trailer

SESKO ARSENAL WAY INVENTORY
Conducted May 24 & 25, 2001

FLAMMABLE LIQUIDS, BATTERIES, ETC., SEEN IN AREA NORTH OF HOUSE

Two full 35-gal. drums together on pallet, one labeled "Acetone"
Approx. 100 gallons of JP4 (?) fuel in tank labeled "JP4"
Approx. 60 car/truck batteries
Pallet of 24 wooden boxes, labeled "105 mm illumination cartridges, 2 each", actual contents unknown; at east edge of property

NOTABLE STOCKPILES OF METAL, ETC.

20 (?) tons of sheet piling (?)
200' (?) of 4" iron sewer/septic pipe
10 (?) tons of steel beams and decking
8'x15'x5' stack of metal shelves
400 cubic feet of steel pipe, square tubing and angle stock
500 (?) cubic feet of stacked concrete building blocks

SESKO ARSENAL WAY INVENTORY
Conducted May 24 & 25, 2001

SUMMARY

CARS
TOTAL: 84

MINIVANS
TOTAL: 15

PICKUPS
TOTAL: 29

TRUCKS
TOTAL: 35

BUSES
TOTAL: 12

HEAVY EQUIPMENT
Numerous pieces and attachments, including five bulldozers

BOATS
TOTAL: 14

SESKO PENNSYLVANIA AVE. INVENTORY
CONDUCTED 29 MAY, 2001

CARS

Buick Custom, '80's
Isuzu I-Mark diesel
Honda Prelude 2-door, sunroof, '80's
Honda Prelude 2-door, sunroof, '80's
Ford Mustang, '80's
Nissan Stanza 4-door, no windshield
Volvo 122, '60s

MINIVANS, SUV's

Chevy cargo, '70's
Chevy Suburban 2-door, '70's,
Chevy Blazer, '80's, no rear window
Jeep Cherokee, 70's
Dodge Maxivan, '70's
Nissan Stanza, '80's

PICKUPS

Chevy Scottsdale, '80's
Ford 250, '60's
Dodge crew cab, '70's
Ford Courier, '70's
Ford Courier, sunroof, '70's

TRUCKS/BUSES

GMC stepvan, '60's
10x10 with mounted crane, '50's
International single axle cabover, no bed, '60's
Twin axle, '40's, with mounted hydraulic crane (Hanson Model 30)
GMC 7500 twin axle service with hydraulic picker, '70's
GMC twin axle flatbed, 50's/60's, with hydraulic picker
GMC single axle cargo, '70's
International twin axle semi tractor, '80's
Chevy step van, '60's
22' City bus
36" City Bus

SESKO PENNSYLVANIA AVE. INVENTORY
CONDUCTED 29 MAY, 2001

HEAVY EQUIPMENT

John Deere skidder
Yale medium forklift.
Electric (battery) forklift, much corrosion
Four Detroit diesel engines and drive units
Ingersol/Rand large articulated roller
Ingersol/Rand Model 160 compressor
Drott wheeled backhoe
Army single axle generator
Koehring crane, '50's

OTHER EQUIPMENT/ITEMS

Two 12' x 32' modular metal buildings
Medium clamshell bucket
5 tons (?) of heavy steel beams
80 tons (?) of steel decking (?)
Two high-tension pole transformers
Three 1500 gallon tanks, sound empty
4'x4'x12' stack of 1" condensors
Two 21' long airplane boarding ramps
12' long airplane boarding ramp
40' steel dock ramp
40' wooden dock ramp
Estimated 1000 sq. ft. of styro cored concrete floating dock

BOATS

BEACHED:
- 32' Wood cabin cruiser
- Two 24' wood cabin cruisers
- 35' wood cabin cruiser
- 30' steel cabin cruiser ("Warhawk 2")

IN WATER:
- 110' (?) freighter
- 150' (?) floating dock
- Two 25,000 gallon (?) salvage tanks
- 24' cabin cruiser, moored to dock

SESKO PENNSYLVANIA AVE. INVENTORY
CONDUCTED 29 MAY, 2001

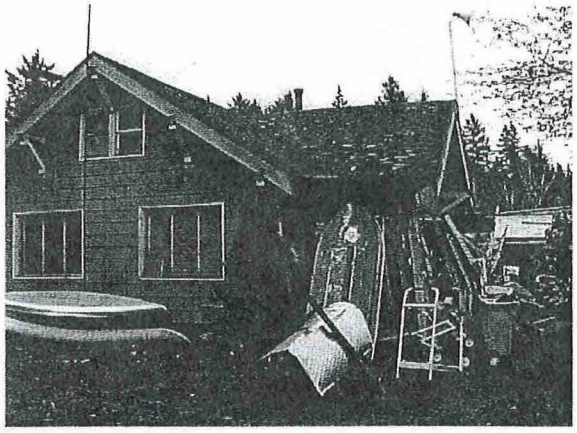
BOATS (CONTINUED)

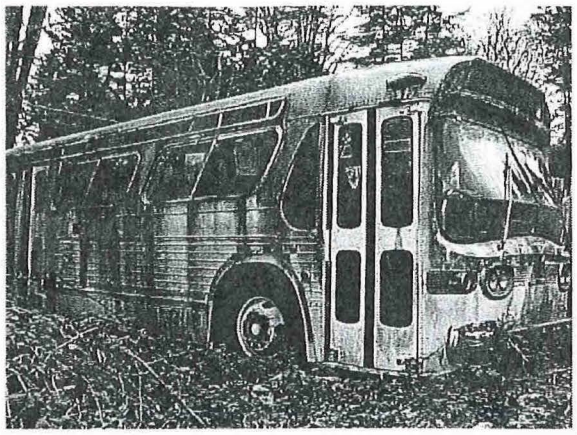
ASHORE:

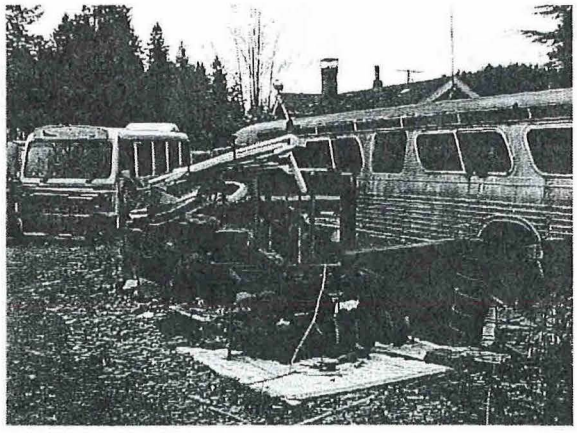
24' fiberglass sailboat
18' Bayliner speedboat, blue, OMC
28" fiberglass cabin cruiser "Janet J." and trailer
32' fiberglass tri-hull "Brie"
26' wood ChrisCraft cabin cruiser
30' wood cabin cruiser "Water Baby"
40' fiberglass tri-hull

APPENDIX B

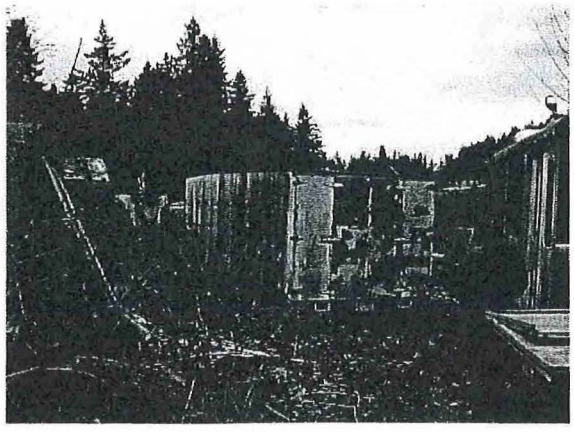
Site Photographs

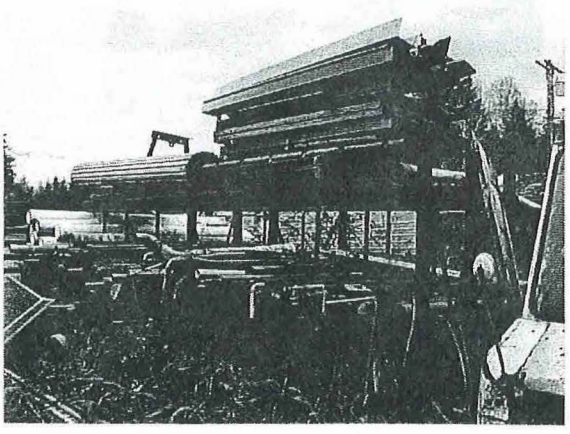


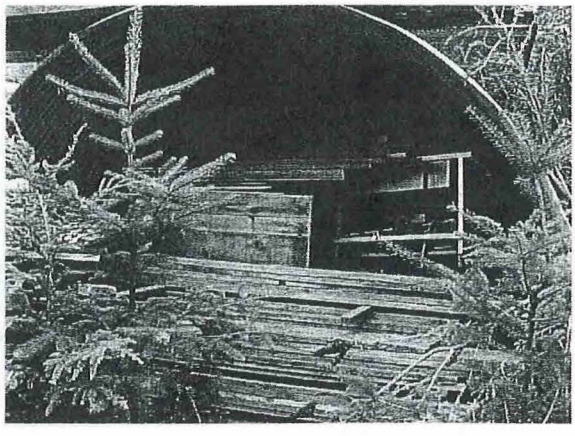


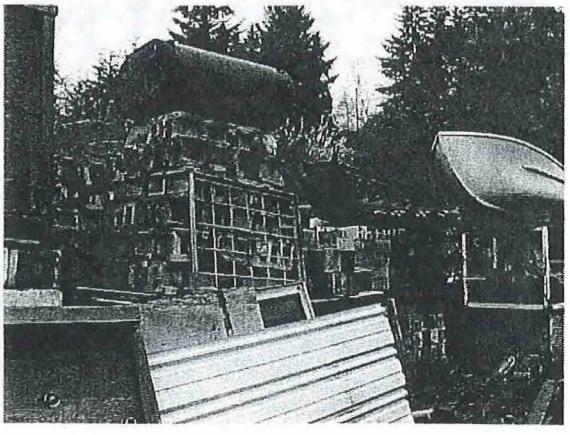


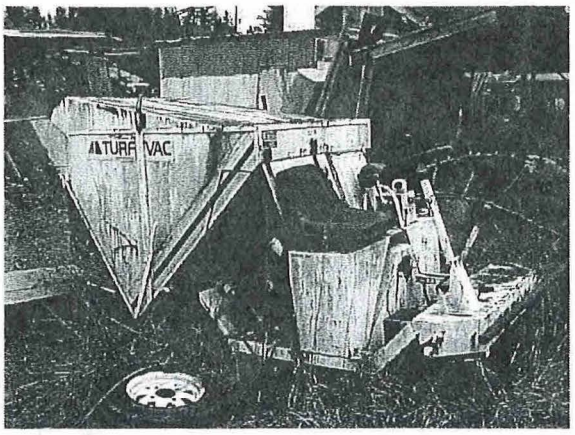
Jeep







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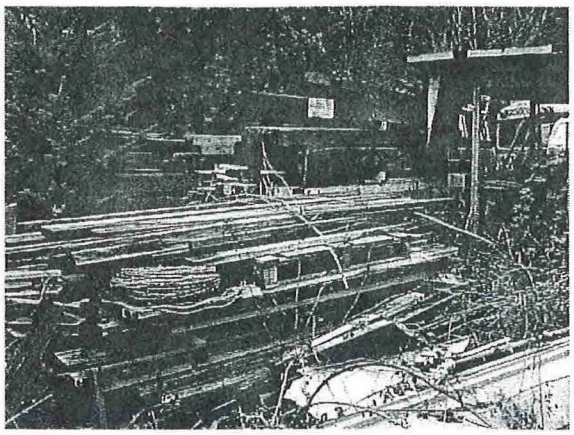

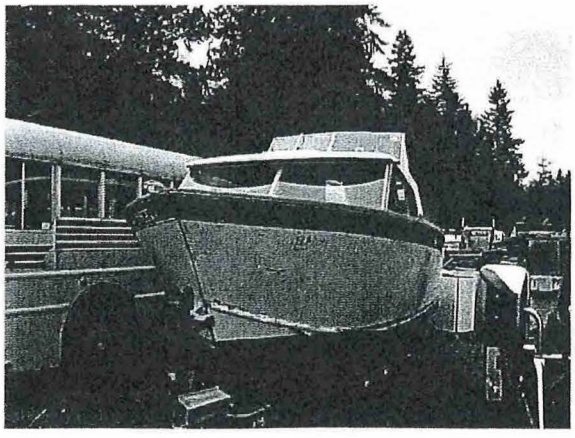

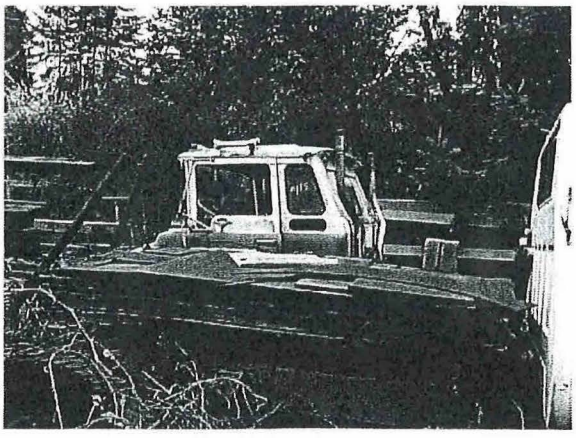

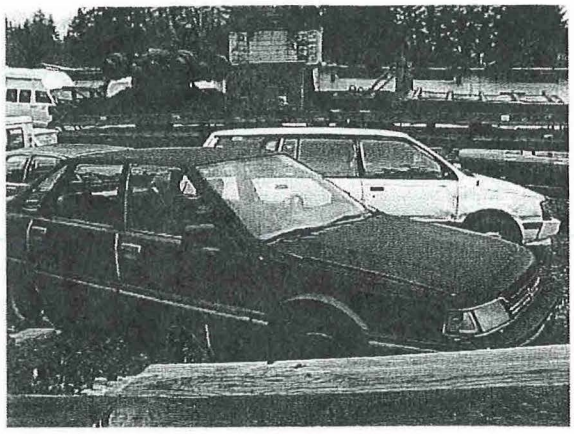

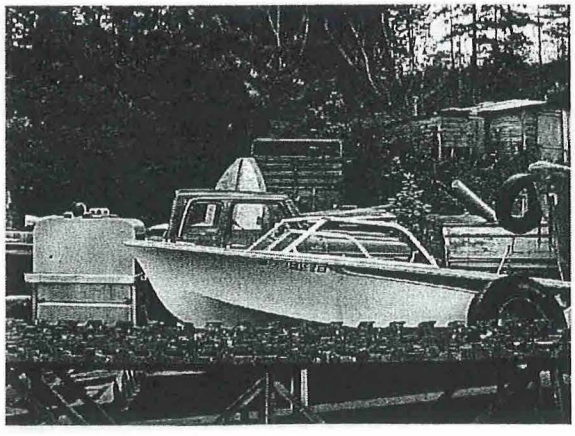

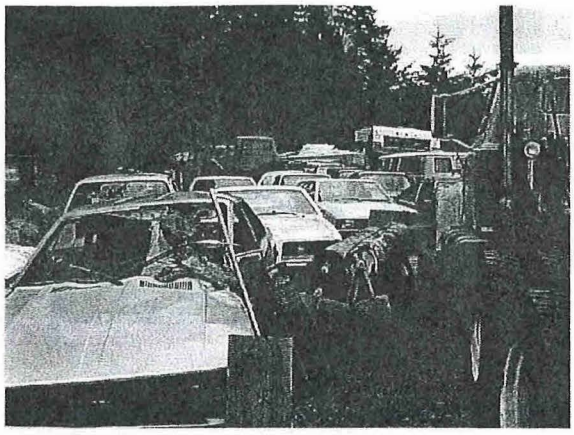

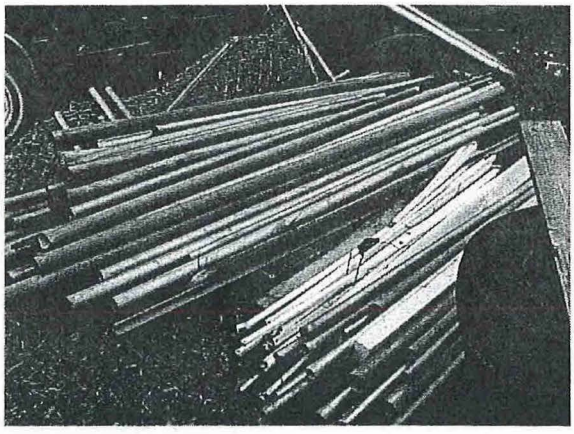

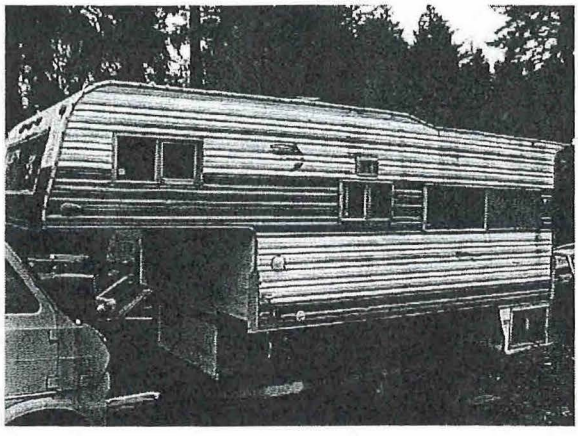

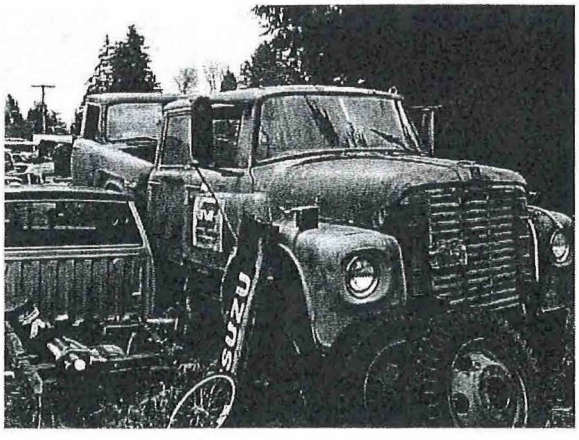

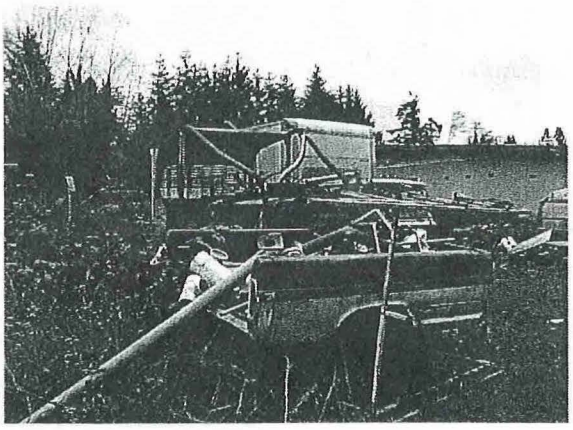

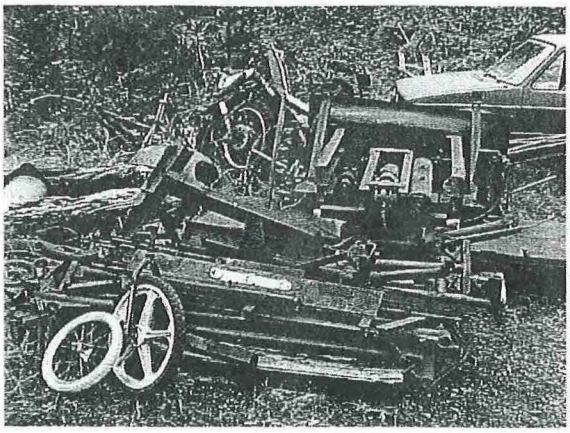

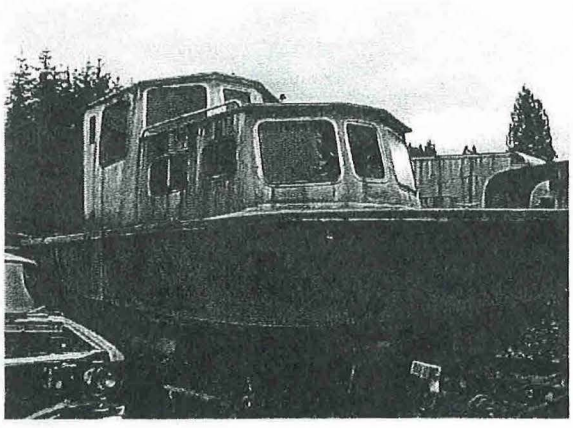

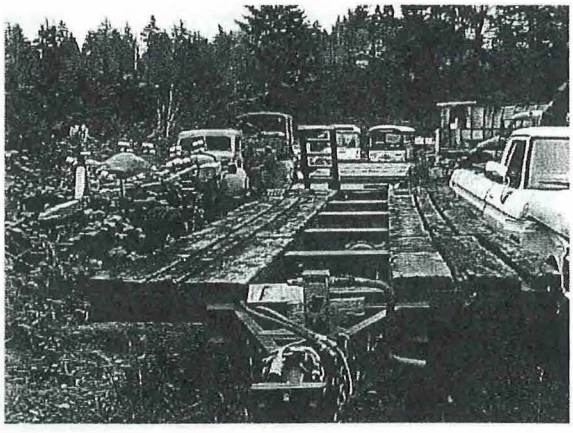

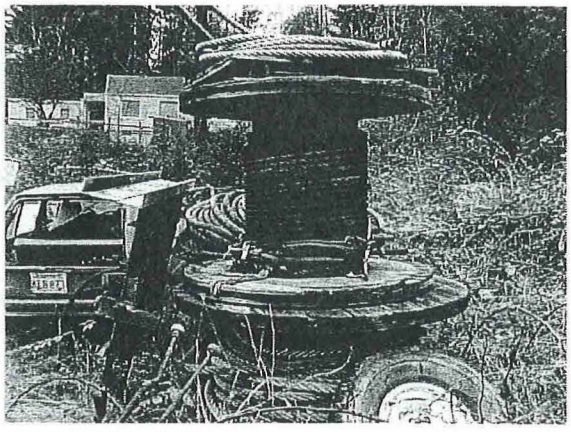

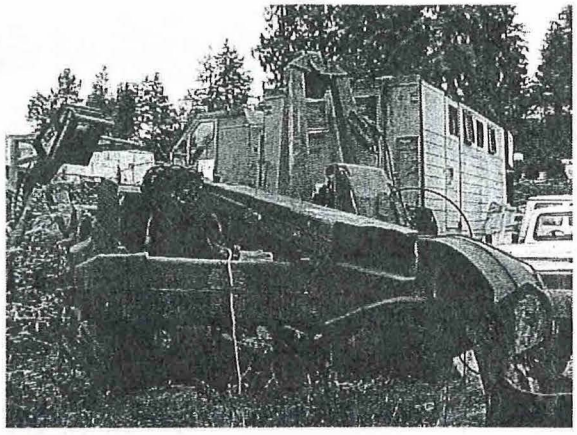

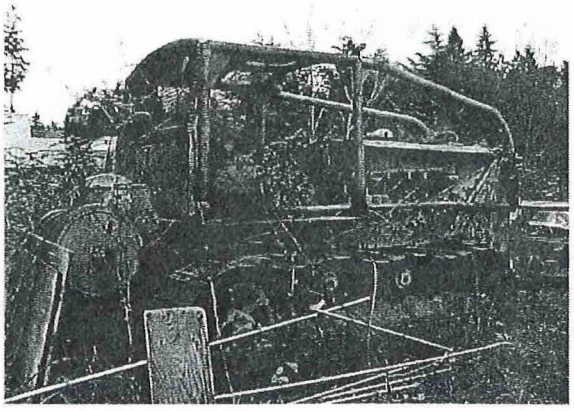

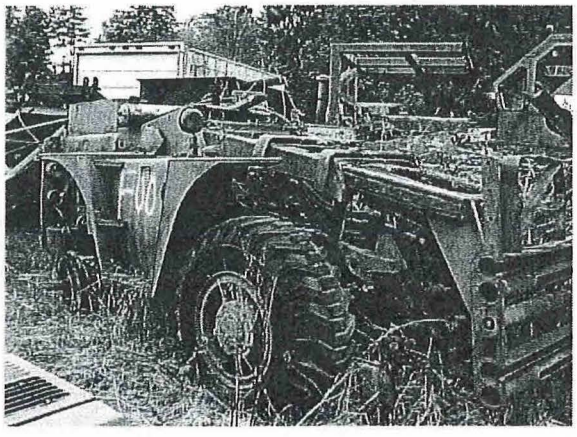

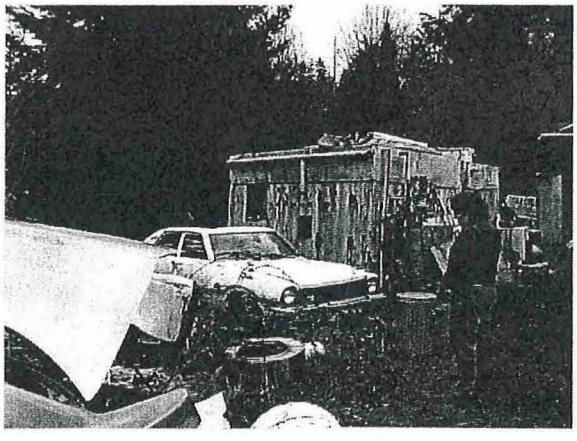

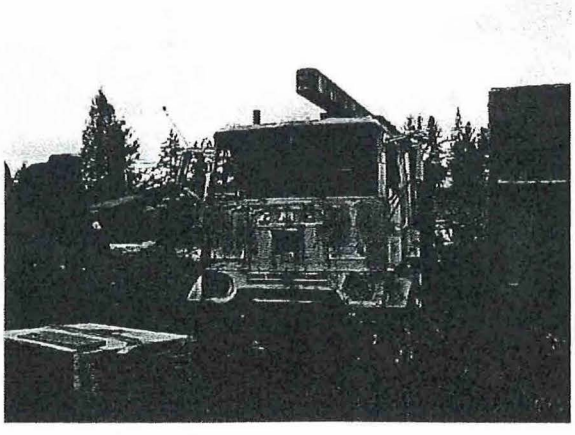

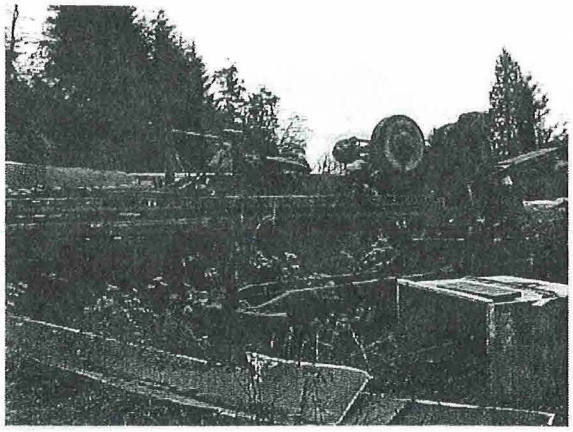

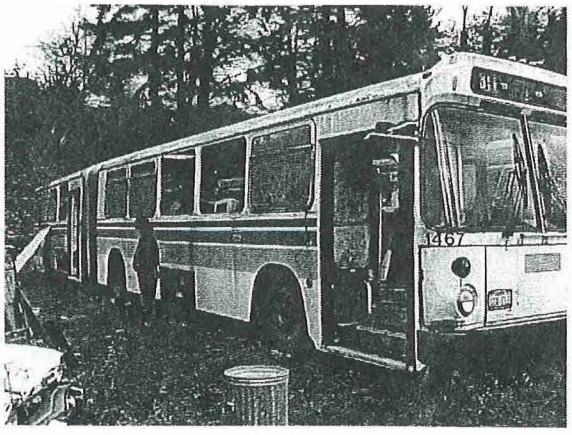

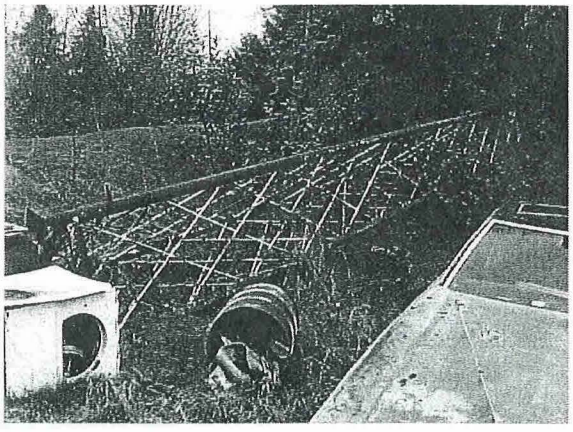

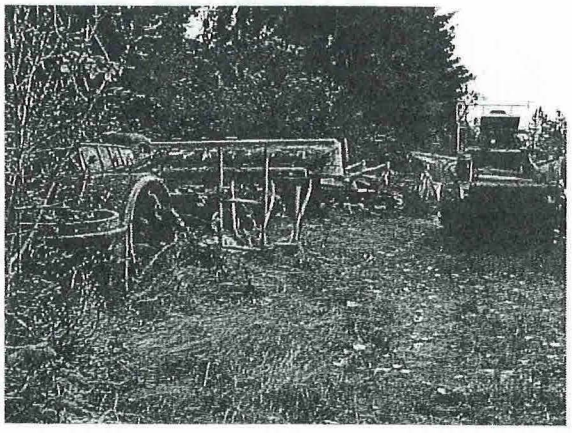

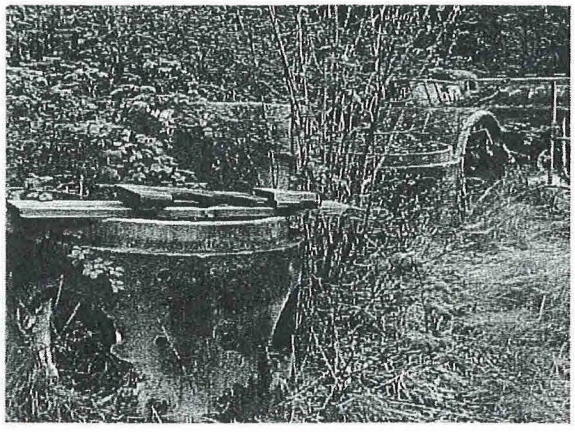

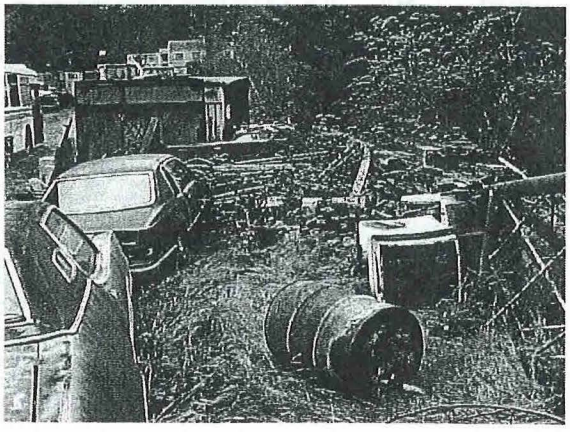

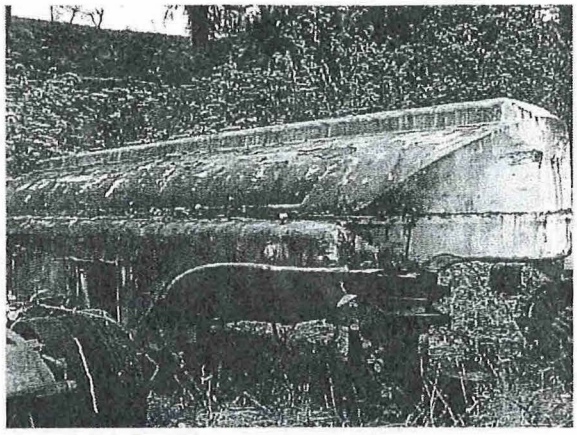

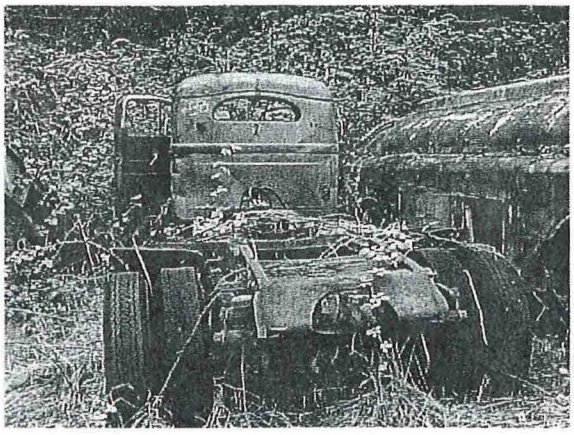

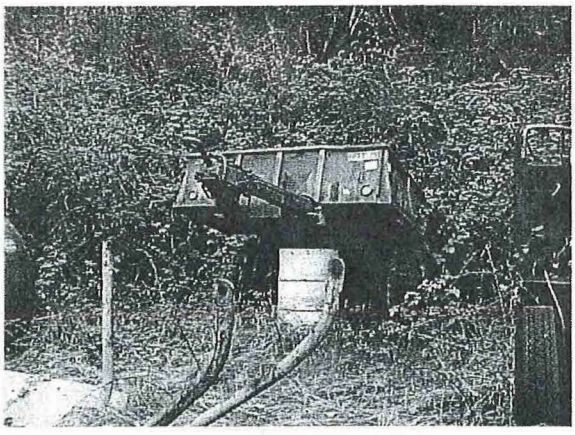

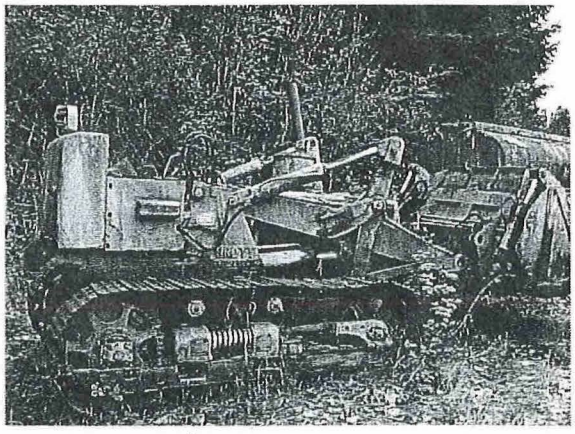

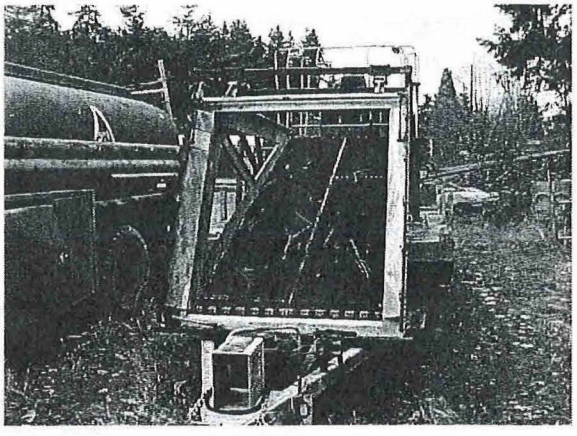

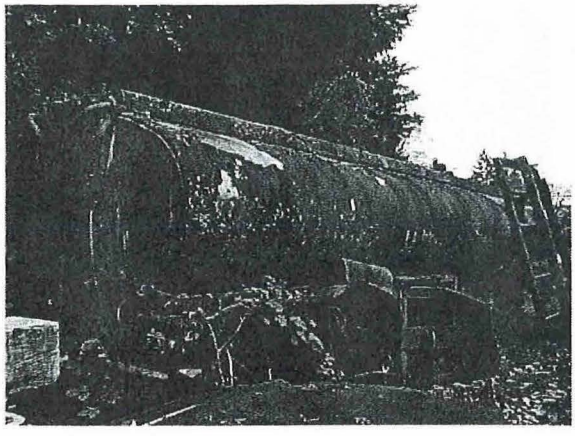

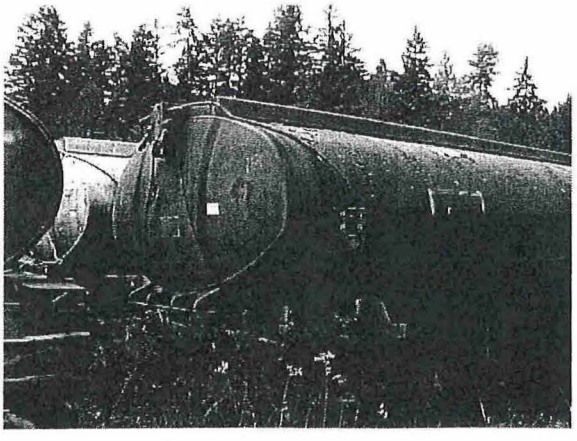

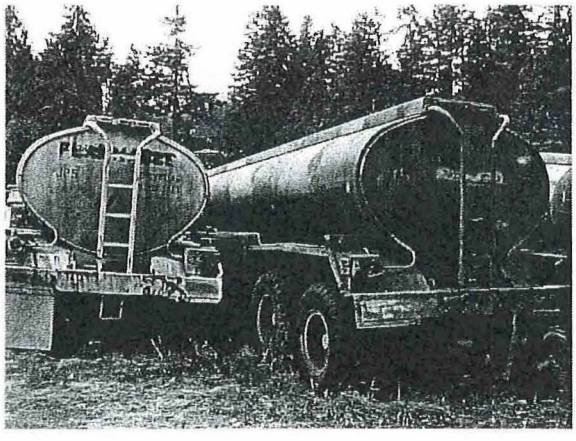

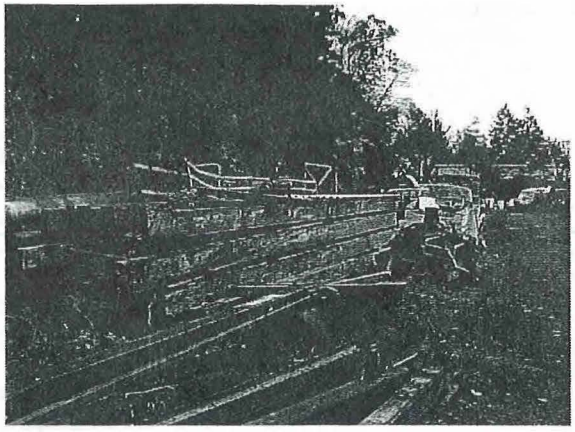

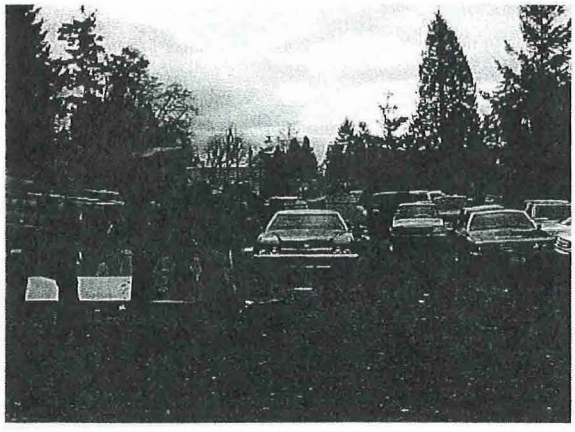

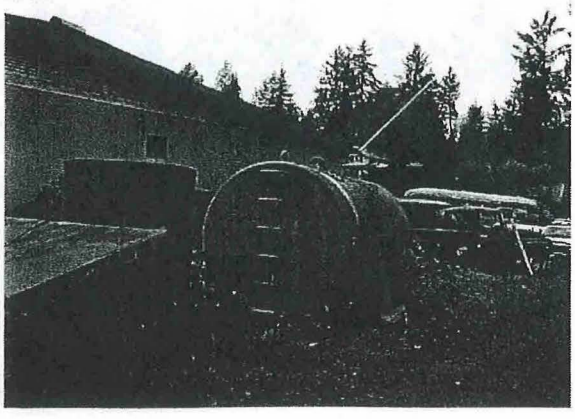

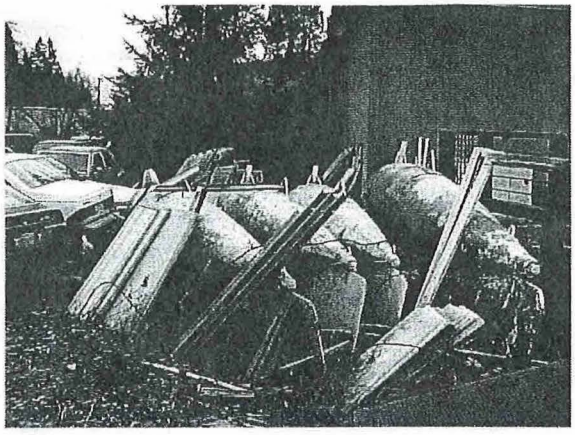

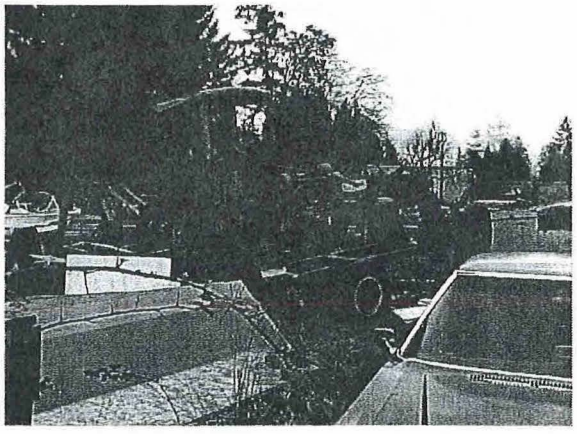

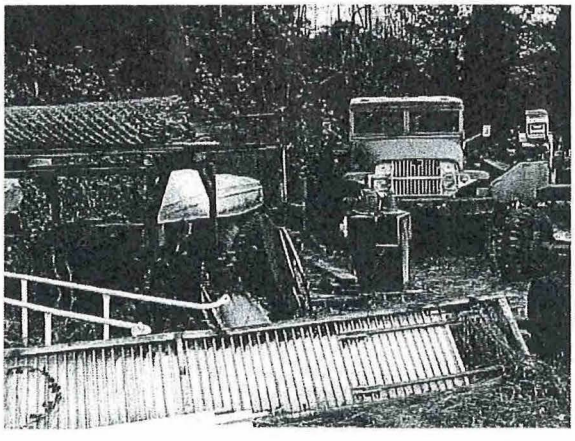

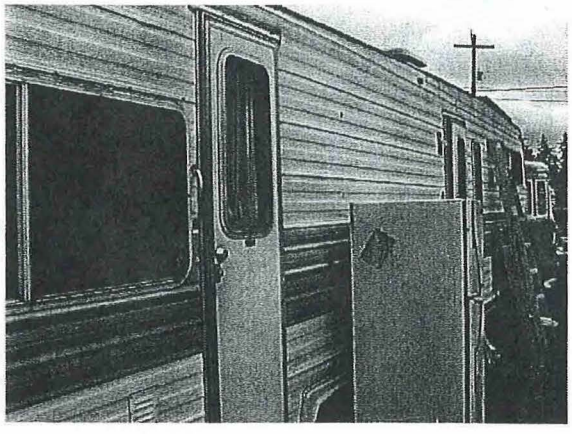
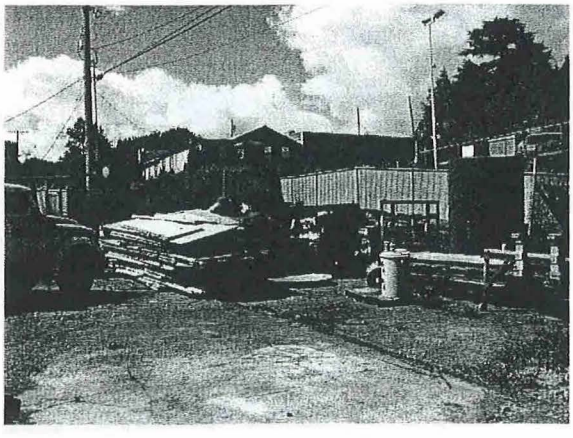
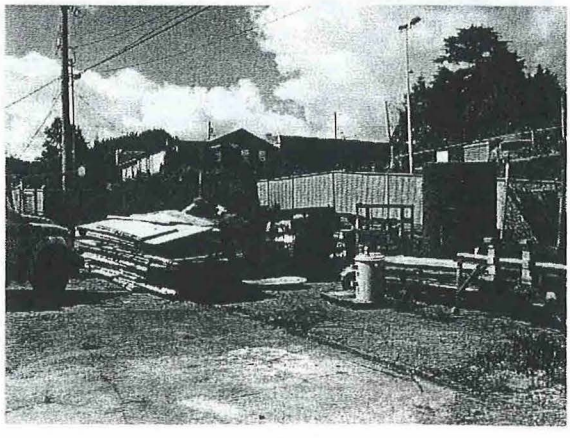

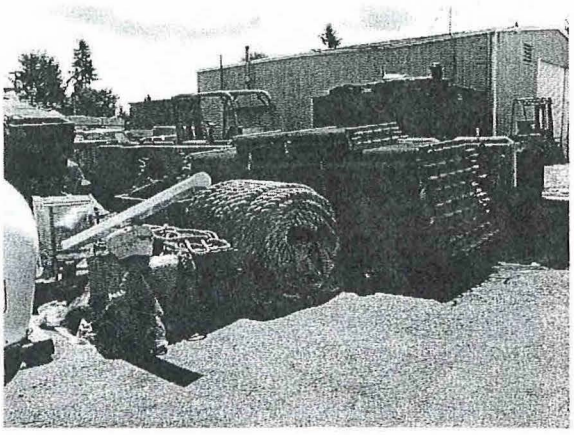

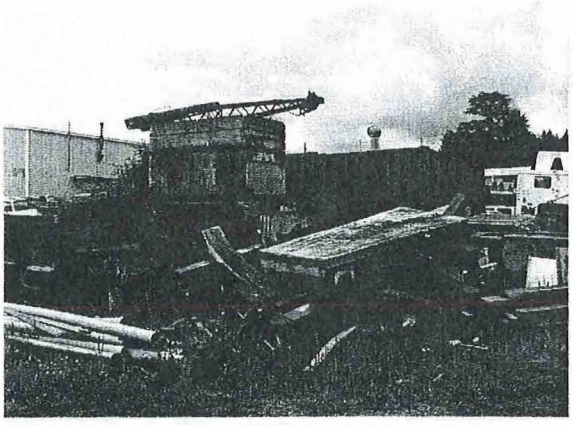

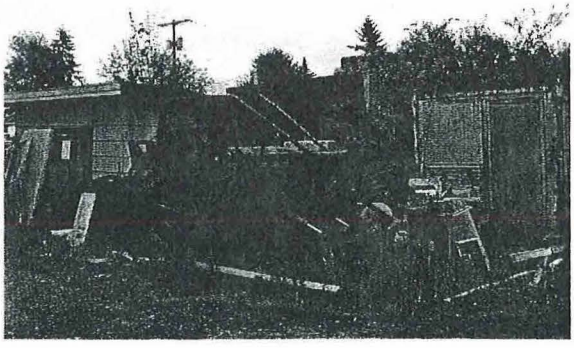

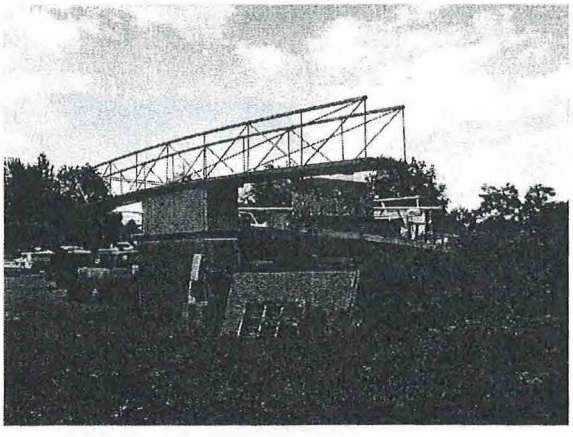

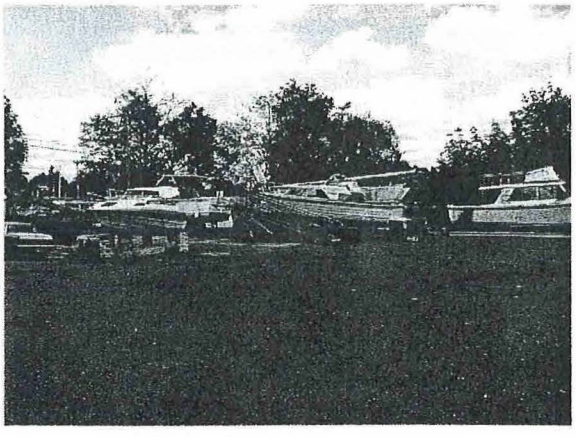

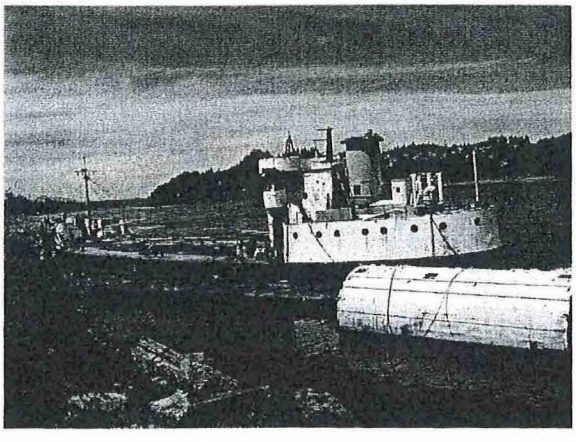

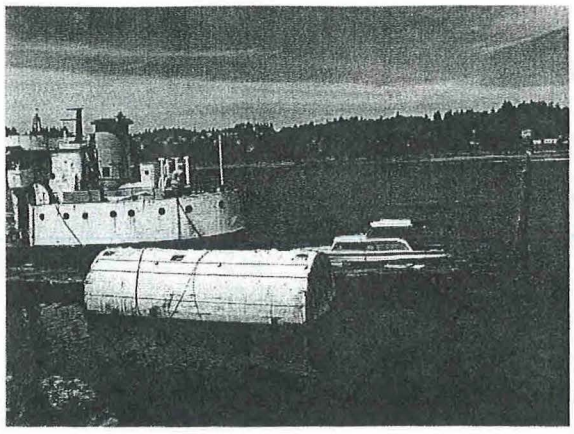
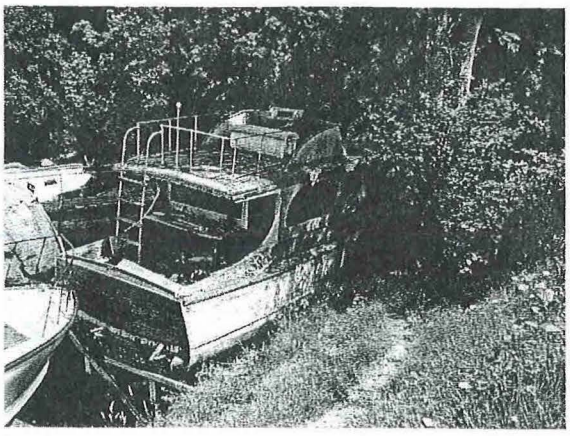

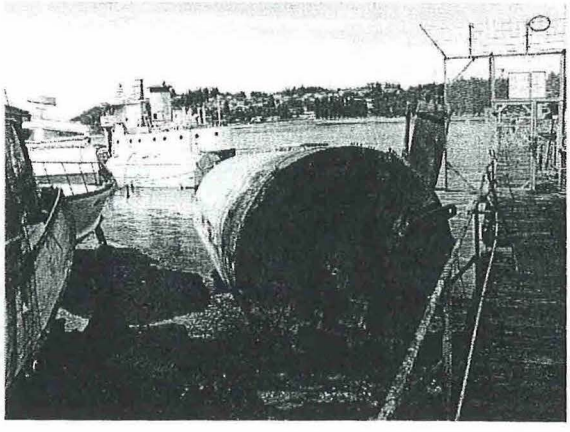
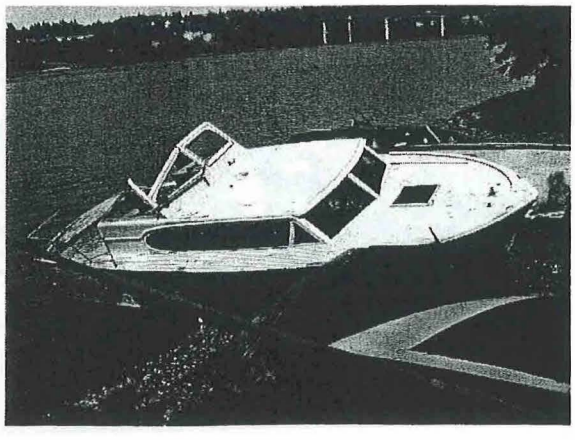
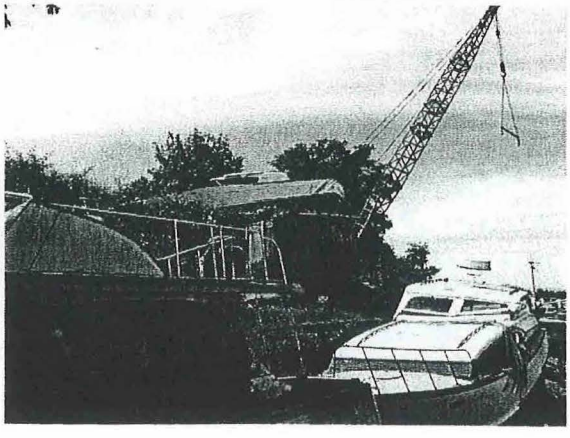

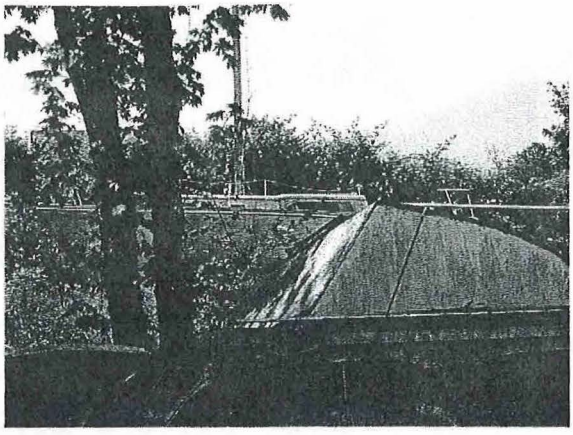

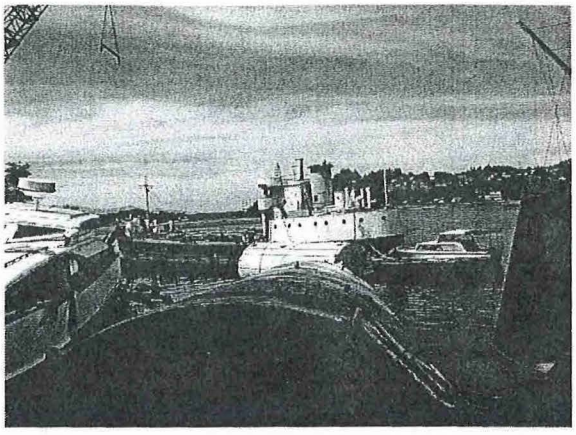

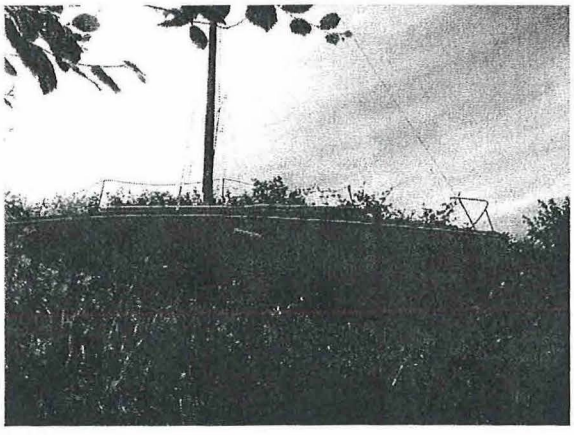

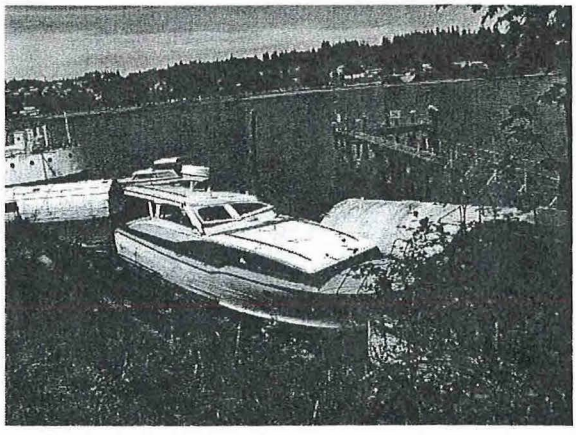

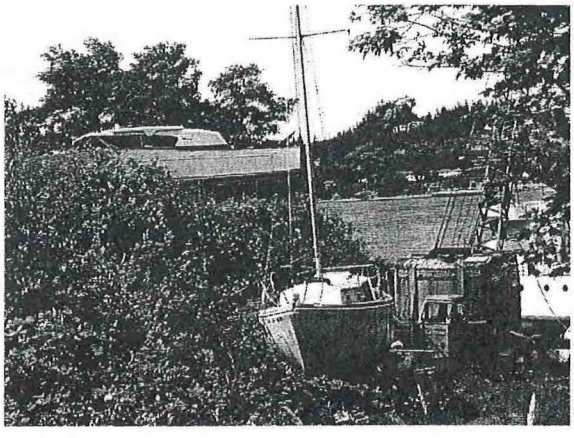

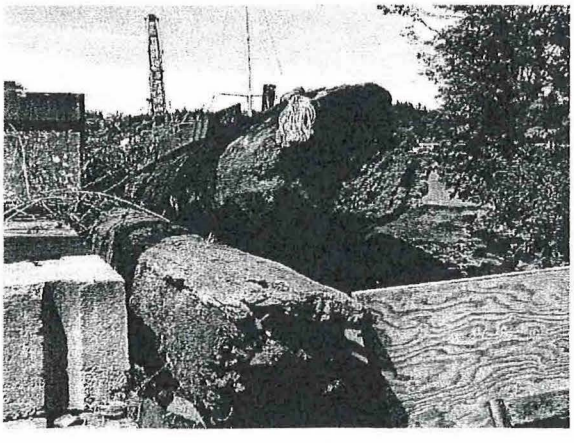

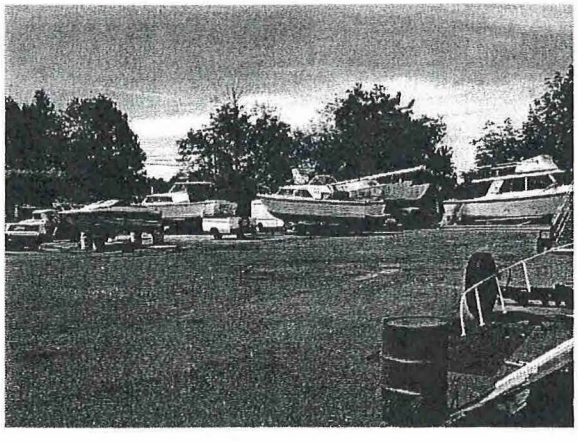

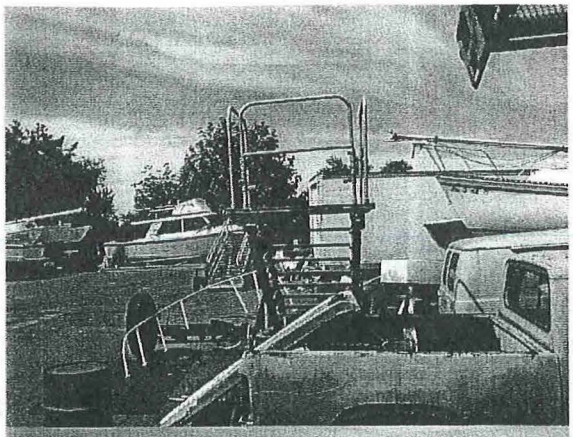

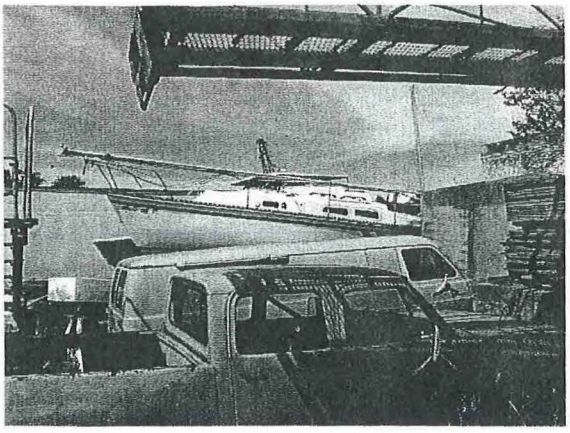

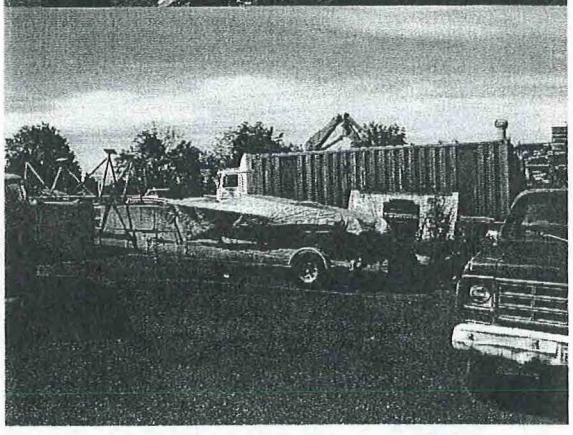

APPENDIX C

Superior Court Decisions

RECEIVED AND FILED
IN OPEN COURT

DEC 1 5 2000

DEAN C. LOGAN
KITSAP COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP

CITY OF BREMERTON, a Washington Municipal corporation, Plaintiffs, vs. WILLIAM SESKO and NATACHA SESKO, and their marital Community, Defendants.	NO. 97 2 01749 3 ~~[PROPOSED]~~ ORDER CLARIFYING JUDGMENT

THIS MATTER having come on regularly for hearing before the undersigned, plaintiff appearing through its counsel, David B. St.Pierre, City of Bremerton Assistant City Attorney, defendants appearing pro se, the Court having reviewed the files and documents submitted, heard the arguments of the parties and being advised in the premises,

/

THE COURT FINDS:

That the dates of Defendants' compliance with the May 8, 1998 Judgment of this court have all passed during the pendancy of Defendants' unsuccessful appeal of the Judgment,

and it is

ORDERED, ADJUDGED AND DECREED:

That the May 8, 1998, JUDGMENT GRANTING INJUNCTIVE RELIEF, is hereby clarified to authorize:

1. the City of Bremerton and its contractors to IMMEDIATELY enter the Defendant's property at 1701 Pennsylvania Avenue, Bremerton Washington, to PREPARE FOR CONTRACT BIDDING remove all objects and vehicles on the property. AUTHORITY TO REMOVE SUCH PROPERTY SHALL BEGIN ON JANUARY 3, 2000. This authority to enter and remove objects, boats, and vehicles from the Defendants' property will continue until the nuisance has been abated; and

2. the City of Bremerton to impose a lien on Defendants' property to collect sums incurred to clear off the property and if any object, boat, or vehicle on the property has salvage value, then the City of Bremerton must credit the salvage value of such object, boat, or vehicle against charges imposed for the removal of goods.

Dated this 15th day of January, 2000.

JAY B. ROOF, Judge

Presented by:
GLENNA MALANCA
City Attorney, City of Bremerton

DAVID B. ST.PIERRE, WSBA # 27888
Assistant City Attorney, Attorney for Plaintiff

Copy Received. approved as to the form.

William and Natacha Sesko
Defendants, Pro Se

WSBA # 22543
Special Appearance

City of Bremerton
Legal Department
239 4th Street
Bremerton, WA
(360) 478-2345
(360) 478-5161 FAX

BREMERTON-008377

RECEIVED AND FILED
IN OPEN COURT

DEC 1 5 2000

DEAN C. LOGAN
KITSAP COUNTY CLERK

THE HONORABLE JUDGE M. KARLYNN HABERLY
Noted for Consideration: December 8, 2000, 1:30 p.m.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP

CITY OF BREMERTON, a Washington Municipal corporation, Plaintiffs, vs. WILLIAM SESKO and NATACHA SESKO, and their marital Community, Defendants.	NO. 97 2 01748 5 ~~[PROPOSED]~~ ORDER CLARIFYING JUDGMENT

THIS MATTER having come on regularly for hearing before the undersigned, plaintiff appearing through its counsel, David B. St.Pierre, City of Bremerton Assistant City Attorney, defendants appearing pro se, the Court having reviewed the files and documents submitted, heard the arguments of the parties and being advised in the premises,

/

City of Bremerton
Legal Department
239 4th Street
Bremerton, WA
(360) 478-2345
(360) 478-5161 FAX

THE COURT FINDS:

That the dates of Defendants' compliance with the January 30, 1998 Judgment of this court have all passed during the pendancy of Defendants' unsuccessful appeal of the Judgment, and it is

ORDERED, ADJUDGED AND DECREED:

That the January 30, 1998, JUDGMENT GRANTING INJUNCTIVE RELIEF, is hereby clarified to authorize the City of Bremerton and its contractors to IMMEDIATELY enter the Defendant's property at 3536 Arsenal Way, Bremerton Washington, to PREPARE FOR CONTRACT BIDDING TO remove all objects and vehicles on the property. AUTHORITY TO REMOVE SUCH PROPERTY SHALL BEGIN ON JANUARY 3, 2001 This authority to enter and remove objects and vehicles from the Defendants' property will continue until the nuisance has been abated.

MKH

Dated this 15 day of December, 2000.

M. Karlynn Haberly, Judge

Presented by:

GLENNA MALANCA
City Attorney, City of Bremerton

DAVID B. ST.PIERRE, WSBA # 27888
Assistant City Attorney
Attorney for Plaintiff

Copy received:

William and Natacha Sesko
Defendant, Pro Se

City of Bremerton
Legal Department
239 4th Street
Bremerton, WA
(360) 478-2344
(360) 478-5161 FAX

CP 71

JAN 30 1998
DEAN C. LOGAN
CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP

THE CITY OF BREMERTON, a municipal corporation, Plaintiff, v. WILLIAM SESKO and NATACHA SESKO, and their marital community, Defendants.	NO. 97-2-01748-5 JUDGMENT GRANTING INJUNCTIVE RELIEF

THIS MATTER having come on regularly for hearing before the undersigned, plaintiff appearing through its counsel, Jane R. Koler of Casey & Prusan, defendants appearing through their counsel, Steven B. Madsen, the Court having heard the evidence of plaintiff in support of the Complaint herein, having heretofore entered its Findings of Fact and Conclusions of Law and being advised in the premises, it is

ORDERED, ADJUDGED AND DECREED:

1. The City of Bremerton is entitled to a mandatory injunction requiring abatement of the nuisance on the Seskos property located at 3536 Arsenal Way, Bremerton, Washington.

2. The Seskos, no later than December 22, 1997, must ensure that no persons reside in abandoned vehicles, buses or any other type of vehicle, not even for one night.

3. Broken glass, empty paint cans, and barrels must be removed from the property no later than January 17, 1998.

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CASEY & PRUZAN
18TH FLOOR PACIFIC BLDG.
720 THIRD AVENUE

CP 72

4. The entire Sesko property must be cleaned of litter, vehicles, vending machines, portable toilets, appliances, lumber scraps, vehicle parts, heavy equipment and all other objects by April 20, 1998.

5. By April 20, 1998, all vehicles and objects must be removed from the property except those objects and vehicles associated with the residential use of the property.

6. After April 20, 1998, upon 24 hours prior notice to Mr. and Mrs. Sesko, the City of Bremerton is authorized to enter the property and to determine whether there has been compliance with this order.

7. If the City of Bremerton determines that conditions on the Seskos' property are not in compliance with this court order, it must give the Seskos written notice of the conditions on their property which do not comply with the order.

8. If defendants fail to comply with this order by April 20, 1998, and fail to remove vehicles and objects from their property, after providing 72 hours notice to the Seskos, the City of Bremerton and its contractors are authorized to enter the property to remove all objects and vehicles on the property with the exception of those associated with residential use.

9. The Seskos will be responsible for the payment of charges incurred to remove objects and vehicles from the

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720 THIRD AVENUE
SEATTLE, WA 98104-1866
(206) 623-3577

property, and the City of Bremerton can impose a lien on the property to collect sums incurred to clear off the property.

10. If any objects or vehicles on the property have salvage value, then the City of Bremerton must credit the salvage value of such objects against charges imposed for the removal of goods.

11. This decision incorporates by reference the Oral Decision of the court rendered on December 17, 1997, which is attached hereto as Exhibit A.

12. This court will retain jurisdiction over this case to resolve any issues pertaining to the implementation of this Order.

Dated this 30 day of January, 1998.

M. Karlynn Haberly, Judge

Presented by:
CASEY & PRUSAN

Jane Koler, WSBA No. 13541
Attorney for Plaintiff

Copy received; Notice of presentation waived:

Steven B. Madsen, WSBA No.
Attorney for Defendants

LAW OFFICES
CASEY & PRUZAN
18TH FLOOR PACIFIC BLDG.
720 THIRD AVENUE
SEATTLE, WA 98104-1866
(206) 623-3677

CP 151

FILED
KITSAP COUNTY
MAY 18 1998
May 8 1 57 PM '98
BY

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP

THE CITY OF BREMERTON, a municipal corporation, Plaintiff, v. WILLIAM SESKO and NATACHA SESKO, and their marital community, Defendants.	NO. 97-2-01749-3 JUDGMENT GRANTING INJUNCTIVE RELIEF

THIS MATTER having come on regularly for hearing before the undersigned, plaintiff appearing through its counsel, Jane R. Koler of Casey & Pruzan, defendant appearing pro se, the Court having heard the evidence of plaintiff in support of the Complaint herein, having heretofore entered its Findings of Fact and Conclusions of Law and being advised in the premises, it is

ORDERED, ADJUDGED AND DECREED:

1. The City of Bremerton is entitled to a mandatory injunction requiring abatement of the nuisance on the Seskos property located at 1701 Pennsylvania Avenue, Bremerton, Washington.

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18TH FLOOR PACIFIC BLDG.
720 THIRD AVENUE
SEATTLE, WA 98104-1866

CP 152

2. The Seskos shall clean up the property located at 1701 Pennsylvania Avenue, Bremerton, Washington within 120 days, or by ~~August 22~~ SEPT 7, 1998, by removing all objects, structures and materials stored on the property. They shall remove, or cause to be removed, all old airplanes, dilapidated vehicles, including boats, buses, and cars, tires, rusty tanks, rusty machine parts, junk piers, wooden pallets, concrete chunks, modular buildings, metal debris, storage tanks, old signs, the building on sled runners, old boats, a rusty barge, storage tanks, pontoons, rusty breakwater float, mattresses, styrofoam floats, portable buildings, a crane, rusty metal objects, metal scraps, and wood scraps. All things collected on the property must be removed.

3. The Seskos shall not use this property as a storage facility and cannot store objects of any kind on the property.

4. The City of Bremerton needs to facilitate the cleanup of the property by issuing any necessary permits to authorize removal of the objects from the property.

5. In ordering the Seskos to clean up their property, it is necessary to distinguish between the abatement of the nuisance and the cleanup of toxic contaminants. This order in no way obligates the Seskos to clean up toxic contaminants on the property. The Seskos are not required to eliminate or

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720 THIRD AVENUE

CP 153

secure the concrete pit on their property. The Seskos cannot store objects in the concrete pit on their property.

6. This Court will maintain jurisdiction over this case until the cleanup is accomplished.

Dated this 8th day of May, 1998.

JAY B. ROOF, JUDGE

Presented by:
CASEY & PRUZAN

Jane Koler, WSBA No. 13541
Attorney for Plaintiff

Copy received; Notice of presentation waived:

William Sesko, Pro Se

LAW OFFICES
CASEY & PRUZAN
18TH FLOOR PACIFIC BLDG.
720 THIRD AVENUE
SEATTLE, WA 98104-1866

CP 145

FILED
KITSAP COUNTY CLERK
MAY 18 1998
MAY 8 1 37 PM '98

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP

THE CITY OF BREMERTON, a municipal corporation, Plaintiff, v. WILLIAM SESKO and NATACHA SESKO, and their marital community, Defendants.	)	NO. 97-2-01749-3 FINDINGS OF FACT AND CONCLUSIONS OF LAW

THIS MATTER having come on regularly for hearing before the undersigned, plaintiff appearing through its counsel, Jane R. Koler of Casey & Pruzan, defendant appearing pro se, the court having heard the evidence and testimony of plaintiff in support of the Complaint herein, and considered the Trial Brief submitted by the City of Bremerton, and being fully advised in the premises,

NOW, THEREFORE, makes the following:

FINDINGS OF FACT

Note: Order to be entered on ~~April 24,~~ May 8, 1998, at 1:30 p.m.

1. The City of Bremerton issued a Cease and Desist Order to William and Natacha Sesko on February ~~5~~ 2, 1995, which specified that a land use violation was

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occurring because the Seskos were conducting an illegal junkyard on their property located at 1701 Pennsylvania Avenue, Bremerton, Kitsap County, Washington.

2. The Seskos appealed the Cease and Desist Order to the City of Bremerton Planning Commission, which upheld the Cease and Desist Order on April 18, 1995.

3. The Seskos next appealed the City of Bremerton Planning Commission Decision to the Bremerton City Council. On June 28, 1995, the Bremerton City Council upheld the Planning Commission Decision, which found that the Seskos were illegally operating a junkyard on their property, and the operation on the Sesko property was not a nonconforming storage yard.

4. The Seskos appealed the June 28, 1995, Decision of the Bremerton City Council to the Kitsap Superior Court. The Kitsap County court case was dismissed for want of prosecution on December 4, 1996.

5. By virtue of prior administrative proceedings, certain findings have already been determined. It has been determined that the Seskos are operating an illegal junkyard on their property. Prior administrative proceedings determined that the Seskos were not operating a nonconforming storage yard on their property. The Seskos' land use appeal contesting such findings has been dismissed by the Kitsap County Superior Court. The Seskos' failure to proceed in the past action does not provide a defense in the present nuisance action.

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6. The Seskos' alleged violations of the Bremerton Shoreline Management Act Master Program does not prevent the City of Bremerton from proceeding with the present nuisance action. The fact that the property might be contaminated does not affect the City's ability to maintain the present nuisance action. The contaminated condition of the property may have affected the purchase price.

7. The court finds that the property is a nuisance per se because the Seskos are illegally operating a junkyard on this property without a business license and without authorization under the City of Bremerton's Land Use Code.

8. Conditions on this property also constitute an actual nuisance.

9. Evidence presented to the court provides abundant evidence that the collection of objects on the Sesko property unreasonably interferes with the ability of neighboring property owners to use and enjoy their land. The Seskos' property is covered with old ~~[illegible]~~, dilapidated vehicles, including boats, buses, and cars, tires, rusty tanks, rusty machine parts, junk piers, wooden pallets, concrete chunks, modular buildings, metal debris, storage tanks, old signs, as well as a building on sled runners, old boats, a rusty barge, storage tanks, pontoons, a rusty breakwater float, mattresses, styrofoam floats, portable buildings, a crane, rusty metal objects, metal scraps, and wood scraps.

At the trial, neighbors who live in the vicinity of the junkyard, provided compelling testimony that the junkyard unreasonably interferes with their ability to enjoy their

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properties and is resulting in actual and substantial harm because the property is an excellent habitat for rats and constitutes an attractive nuisance for children in the area. The collection of objects on the site lure children from the area to the site, and the junkyard site provides a dangerous setting for children's play.

There is a well-grounded fear of injury to the City of Bremerton as a result of operating a junkyard on this property. Operating a junkyard on in this location endangers nearby property owners and poses a threat of irreparable harm to them. The photographic evidence constitutes overwhelming evidence that the collection of objects on the Sesko property diminishes the enjoyment of nearby property owners of their homes. Photographs show that this junkyard has a significant negative impact on the surrounding properties. The testimony of Dan Calnan, an appraiser, established that the junkyard has caused general devaluation of properties in the area, a circumstance which results in substantial injury to property owners living in the area. For the above reasons, the property constitutes an actual nuisance.

10. The only remedy available to the City of Bremerton which will provide relief to the property owners living in the area is the issuance of a mandatory injunction which requires the Seskos to clean up their property by removal of all junk from their land. The Seskos are given 120 days to accomplish a cleanup of this property.

Neighboring property owners have a right to use and enjoy their properties free from the disturbance created by the junkyard. Balancing the equities shows that

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issuance of an injunction is necessary to protect nearby property owners. The Seskos have no entitlement to run a junkyard in this location; the Bremerton Land Use Code does not allow a junkyard in the BP zone in which the Sesko property is located.

In ordering the Seskos to clean up their property, it is necessary to distinguish between the abatement of the nuisance and the cleanup of toxic contaminants.

This order in no way obliges the Seskos to clean up toxic contaminants on the property. This order requires the Seskos to clean up all the junk (all objects and structures collected on their property) located on their property. The City needs to facilitate the cleanup of the property by issuing any necessary permits to authorize removal of the objects from the property.

The Court will maintain jurisdiction over this case until the cleanup is accomplished. The Seskos cannot use this property as a storage facility and cannot maintain the collection of objects and structures on the property.

The Seskos will not be required to eliminate or secure the concrete pit on their property. Storage of junk or objects shall not be allowed in the concrete pit.

CONCLUSIONS OF LAW

The City of Bremerton is entitled to a permanent mandatory injunction which

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SEATTLE, WA 98104-1866

CP 158

requires the Seskos to clean up their property by removing all objects from their property.

Dated this 8th day of May, 1998.

JAY B. ROOF, JUDGE

Presented by:
CASEY & PRUZAN

Jane Koler, WSBA No. 13541
Attorney for Plaintiff

Copy received; Notice of presentation waived:

William Sesko, Pro Se

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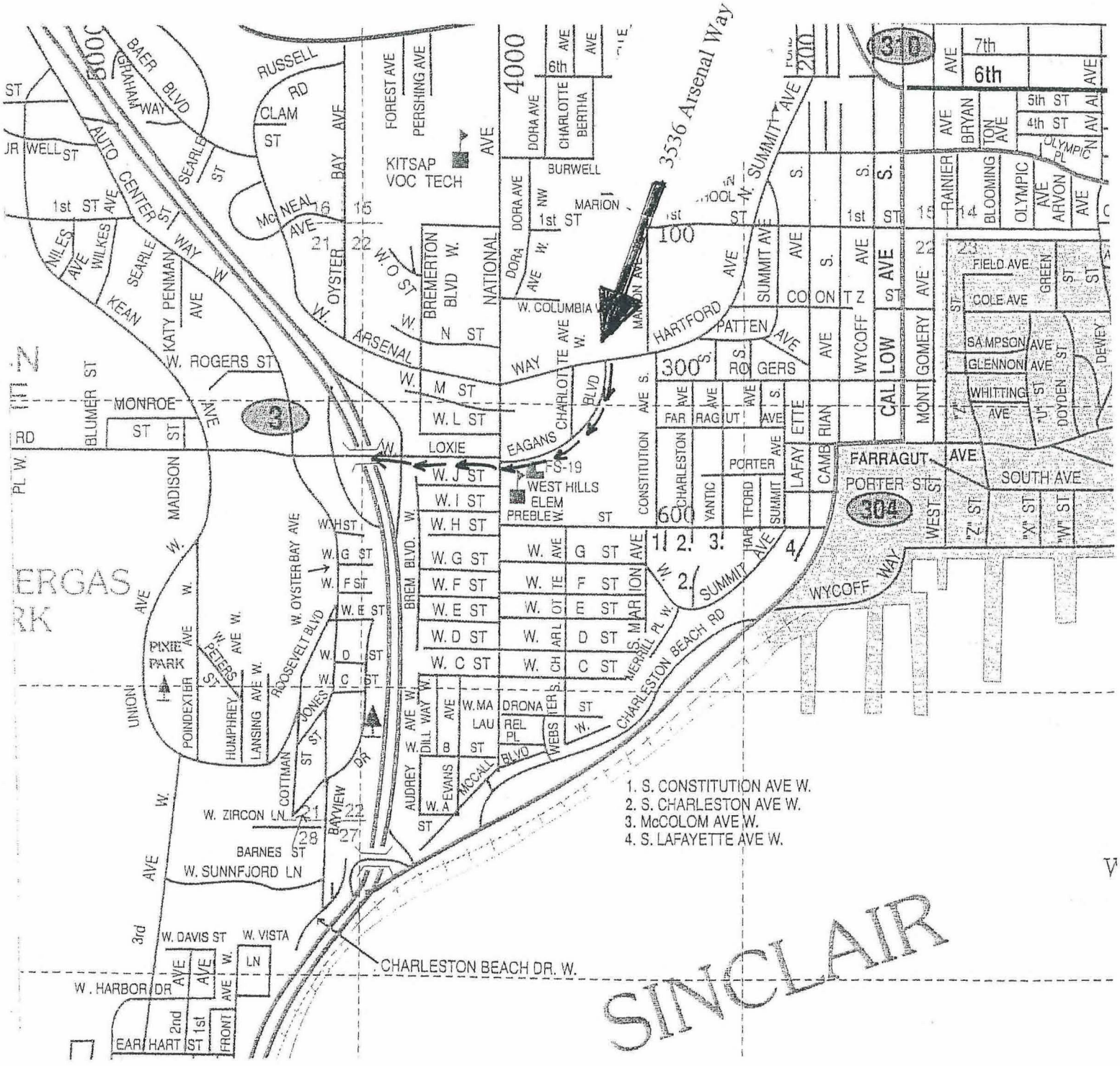
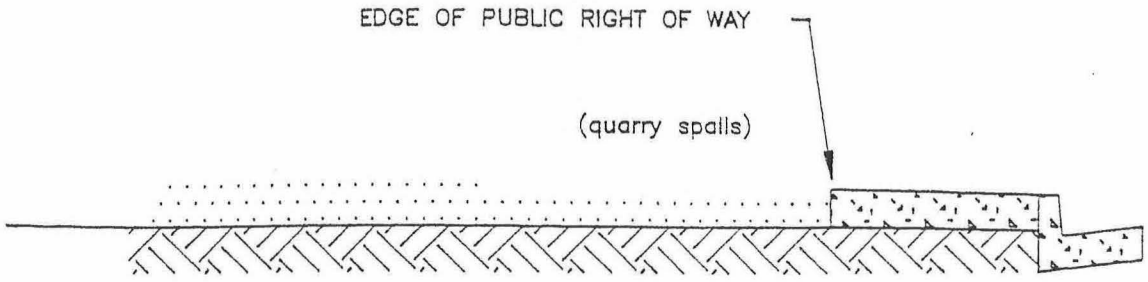
APPENDIX D

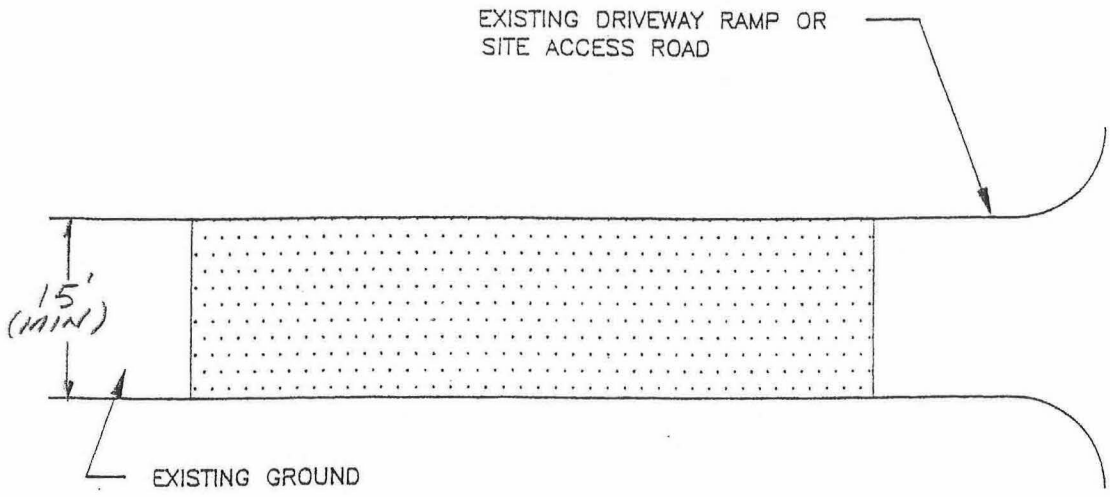
Traffic Routing and Temporary Construction Entrance



CONTRACTOR TRUCK ROUTE TO MAJOR STREET → → →



SECTION



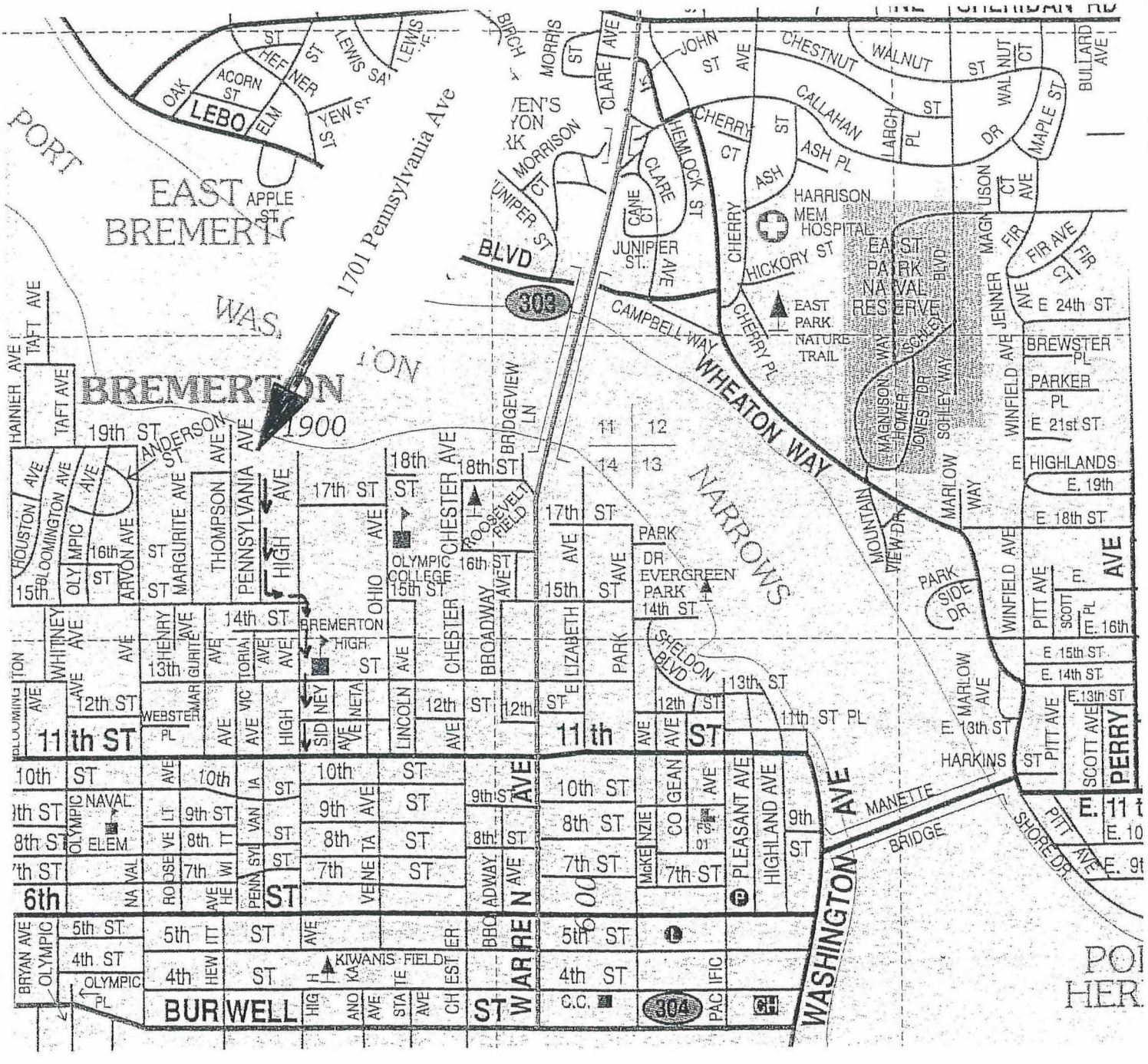
NOTES
USE 2" TO 4" QUARRY SPALLS OR CRUSHED ROCK FOR SURFACING AS SHOWN. MATERIAL WITH "FINES" IS NOT ACCEPTABLE.

THE 50' MIN. LENGTH SHALL BE LENGTHENED AS NECESSARY TO INSURE MATERIAL IS NOT TRACKED INTO R.O.W.

8" MIN THICKNESS

PLAN

CITY OF BREMERTON ENGINEERING DIVISION	DATE: 5-13-92 DRAWN BY: RBE APPROVED BY: DWG. NO.: 8-208	JOB NO.: FB NO. P SCALE: 1:1	TEMPORARY CONSTRUCTION ENTRANCE	SHEET 1/1



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