

# **BID AND CONTRACT DOCUMENTS**

# AND

# **SPECIFICATIONS**

**FOR** 

# **CONCRETE SIDEWALK BEVELING -ON-CALL CONTRACT**

RFB # 25-004

City of Federal Way Public Works Department 33325 Eighth Avenue South Federal Way, WA 98003

# BID AND CONTRACT DOCUMENTS AND SPECIFICATIONS

**FOR** 

# **CONCRETE SIDEWALK BEVELING – ON-CALL CONTRACT**

RFB # 25-004

Bids Accepted Until 3:00 p.m., May 7, 2025

Prepared By:

**Public Works Department**CITY OF FEDERAL WAY, WASHINGTON

# **TABLE OF CONTENTS**

	PA	AGE
NOTICE TO CONT	RACTORS4	ŀ
BIDDER'S CHECK	LIST6	)
SECTION 1: INST	RUCTIONS TO BIDDERS8	<b>;</b>
SECTION 2: GENE	ERAL CONTRACTUAL TERMS AND CONDITIONS15	;
NO BID RESPONS	SE FORM (Attachment A) NOT APPLICABLE21	
BID FORM (Attacl	hment B)22	<u>'</u>
BID SCHEDULE (A	Attachment C) — NOT APPLICABLE24	Ļ
BID SIGNATURE	PAGE (Attachment D)25	;
BID BOND FORM	(Attachment E) NOT APPLICABLE26	)
SUBCONTRACTOR	R LIST (Attachment F)27	,
COMBINED AFFID	DAVIT AND CERTIFICATION FORM (Attachment G)28	;
CONTRACTOR'S C	COMPLIANCE STATEMENT (Attachment H)30	)
CONTRACTOR CEI	RTIFICATION – WAGE LAW COMPLIANCE (Attachment I)31	L
	MAINTENANCE AGREEMENT (Attachment J)32 A-F and Appendices as attached)	
Exhibit A Exhibit A-1 Exhibit B Exhibit C Exhibit D Exhibit E Exhibit F	Compensation Performance/Payment/Retainage Bond Insurance Certificate Prevailing Wages Title VI Assurances	
APPENDIX A – SC	COPE AND SPECIFICATIONS	,

#### **NOTICE TO CONTRACTORS**

#### CONCRETE SIDEWALK BEVELING – ON-CALL CONTRACT RFB # 25-004

The City of Federal Way extends this invitation to bid to selected contractors listed with the MRSC Small Works Roster. This project is a small public works project and will be awarded under the small works roster process.

<u>PURPOSE:</u> The City of Federal Way ("City") is requesting quotes for the Concrete Sidewalk Beveling – On-Call contract. Quotes will be received via email only to <u>PW\_BIDS@federalwaywa.gov</u> on May 7, 2025 at 3:00 P.M. PST. Quotes received after that time and date will not be considered.

#### **DESCRIPTION OF WORK:**

This project shall consist of:

Concrete sidewalk beveling to remove vertical surface discontinuities on sidewalks throughout the City right-of-way and City-owned property. This will be a public works maintenance contract anticipated to be between \$35,000 and \$100,000 annually.

# The Contractor shall complete all work within 30 working days after issuance of a Task Order.

The bidder is urged to check the plans and contract provisions carefully.

All bid proposals shall be in accordance with the Instructions to Bidders and all other contract documents. Any questions concerning the description of the work contained in the contract documents must be directed to Jarred Larson, Public Works Operations Manager, by email at jarred.larson@federalwaywa.gov, or by letter addressed to Jarred Larson, Public Works Operations Manager. The questions must be received by the City on or before Friday, May 2, 2025 to allow a written reply to reach all prospective Bidders before the submission of their bids.

#### **BIDDING DOCUMENTS:**

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) can be found at <a href="https://www.federalwaywa.gov/bids">https://www.federalwaywa.gov/bids</a>. It is the Bidders responsibility to periodically check the online site for addenda issued on this project.

The recipient, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. The City encourages minority and women-owned firms to submit bids consistent with the City's policy to ensure that such firms are afforded the maximum practicable opportunity to compete for and obtain public contracts.

The Contractor will be required to comply with all local, State, and Federal laws and regulations pertaining to equal employment opportunities.

The City anticipates awarding this project to the successful bidder and intends to give *Notice to Proceed* as soon as the Contract and all required associated documents are executed in full.

Regardless of the date of award, or *Notice to Proceed*, the Contractor must complete all work under this project by December 31, 2028.

<b>RESERV</b>	/AT	ION	<b>OF</b>	RIG	HTS:
---------------	-----	-----	-----------	-----	------

The City of Federal Way reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents. No bidder may withdraw his bid after the hour set for the opening thereof unless the award is delayed for a period exceeding thirty (30) days.

Dated the day of	_, 20	
------------------	-------	--

#### **BIDDER'S CHECKLIST**

The bidder's attention is especially called to the following forms, which must be executed in full as required and submitted as part of the bid. Failure to comply shall result in rejection of any bid not so complying.

Bid Form (Attachment B)
The Bid Form shall be completed and fully executed, including filling in the total bid amount.
Bid Schedule (Attachment C)— Not Applicable
The unit prices shall be set forth in the space provided.
Bid Signature Page (Attachment D)
The Bid Signature Page shall be filled in and fully executed by the bidder.
Bid Bond Form (Attachment E) – Not Applicable
Subcontractor List (Attachment F)
The Subcontractor List shall be filled in by the bidder. (This section may/may not apply)
Combined Affidavit and Certification Form (Attachment G)
This form must be subscribed to and sworn before a Notary Public and notarized.
Contractor's Compliance Statement (Attachment H)
The Contractor's Compliance Statement shall be filled in and fully executed by the bidder.
CONTRACTOR CERTIFICATION – WAGE LAW COMPLIANCE (Attachment I)
This form must be filled in and fully executed by the bidder.
Contractor's Certificate of Registration
The bidder shall provide a copy of Contractor's current registration with the State of Washington.
Contractor's State Identification Numbers
The bidder shall provide a copy of Contractor's current state unified business identifier number and, as applicable, an employment security department number and state excise tax registration number.

# SUCCESSFUL BIDDER'S CHECKLIST

the Bid is awarded:
Public Works Maintenance Agreement (Attachment J)
The successful bidder will fully execute and deliver to the City the Public Works Maintenance Agreement for Concrete Sidewalk Beveling – Trip Hazard Removal ("Contract") from these Bid Documents.
Certificate of Insurance (Exhibit C)
The successful bidder will provide a Certificate of Insurance evidencing the insurance requirement set forth in the Contract.
Business License
The successful bidder will provide a copy of a current Business License with the City of Federal Way.

#### 1-1 Time and Place for Submission and Opening of Bids

Bids must be submitted by 3:00 p.m. local time on May 7, 2025, via email only at PW\_BIDS@federalwaywa.gov and will be reviewed by staff.

The City's Public Works Department must receive the emailed bid before the time and date specified in order to be considered. Hard copy or facsimile bids will not be accepted. The bidder accepts all risks of late delivery of e-mailed bids or of misdelivery regardless of fault. The City will not consider bids received after 3:00 p.m. Local time. It is the bidder's responsibility to ensure timely receipt by the City.

#### 1-2 Bid Form

Bids shall be made on the "Bid Form," Attachment "B" issued by the City as part of these contract documents, without reservation or amendment. Bids must be typewritten or printed in ink.

#### 1-3 Bid Signature

All bids shall give the total bid price and shall be signed in ink by the bidder or their authorized representative, with the address. If the bid is made by an individual, the name, signature, and address must be shown. If the bid is made by a firm or partnership, the name and address of the firm or partnership and the signature of at least one of the general partners must be shown. If the bid is made by a corporation, the bid shall show the title of the person authorized to sign on behalf of the corporation, his or her title and the address. The City reserves the right to request documentation showing the authority of the individual signing the bid to execute contracts on behalf of anyone, or any entity, other than himself/herself. Refusal to provide such information upon request may cause the bid to be rejected as nonresponsive.

#### 1-4 Bid Withdrawal Due to Error

Bids may not be withdrawn due to a claim of error in a bid unless written notice of such claim and supporting evidence for such claim including cost breakdown sheets are delivered to the City within forty-eight (48) hours prior to the opening of bids.

#### 1-5 Modification of Bid

A modification of a bid already received will be considered only if the modification is received prior to the time announced for bid opening. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

#### 1-6 Examination of Bid and Contract Documents – Bidder Responsibilities

The submission of a bid shall constitute an acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the bid and contract documents and has reviewed and inspected all applicable federal, state and local statutes, regulations, ordinances and resolutions dealing with or related to the equipment and/or services to be provided herein. The failure or neglect of a bidder to examine such

City of Federal Way RFB # 25-004

documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or the contract documents. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances or resolutions. Bidders shall visit delivery and service locations(s) as required. Bidders shall become familiar with and verify any environmental factors, which may impact current or future prices for this requirement.

#### 1-7 Interpretation of Bid and Contract Documents

No oral interpretations will be made to any bidder as to the meaning of the bid or contract documents and no oral communications will be binding upon the City. Any questions concerning the description of the work contained in the contract documents must be directed Jarred Larson, Operations Manager, email to bv Jarred.Larson@federalwaywa.gov. The questions must be received by the City on or before Friday, May 2, 2025 to allow a written reply to reach all prospective Bidders before the submission of their bids. Any interpretation deemed necessary by the City will be in the form of an addendum to the bid documents and when issued will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the bid.

#### 1-8 Addenda

Each bid shall include acknowledgment of receipt and review of all addenda issued during the bidding period on the Bid Form.

#### 1-9 Bid Price

The bid price shall include everything necessary for the completion of the contract including, but not limited to, furnishing all materials, equipment, tools, freight charges, facilities and all management, superintendence, labor and service, except as may be provided otherwise in the contract documents. **All Washington State sales tax and all other government taxes, assessments and charges shall be included in the various Bid item prices as required by law.** The offer shall remain in effect ninety (90) days after the bid opening. In the event of a discrepancy between a unit price and an extended amount and/or the total price, the unit price will govern and the extended amount and/or total price will be corrected accordingly. However, downward correction of a bid, which would displace the apparent low bidder, will only be permitted if the error made and the intended bid price can be determined solely from the bid documents.

#### 1-10 Postponement of Bid Opening

The City reserves the right to postpone the date and time for the opening of bids by announcing such postponement at any time prior to the date and time announced in these documents.

#### 1-11 Rejection of Bids

A. The City reserves the right to reject any bid for any reason including, but not limited to, the following: any bid which is incomplete, obscure, irregular or lacking necessary detail and specificity; any bid which omits a price on any one or more items on the Bid Form;

City of Federal Way

Concrete Sidewalk Beveling – On-Call Contract

Page 9

RFB # 25-004

2025

any bid in which prices are unbalanced in the opinion of the City; any bid from bidders who (in the sole judgment of the City) lack the qualifications and/or responsibility necessary to perform the work after considering the elements in Section 1-14.B; any bid for which a bidder fails or neglects to complete and submit any qualifications information within the time specified by the City and as may be otherwise required herein; and, any bid submitted by a bidder who is not registered or licensed as may be required by the laws of the State of Washington.

B. The City further reserves the right to reject any portion of any bid and/or to reject all bids. In consideration for the City's review and evaluation of its bid, the bidder waives and releases any claims against the City arising from any rejection of any or all bids.

#### 1-12 Alterations to Documents Prohibited

Any addition, limitation or provision attached to the bid may render it informal or nonresponsive and cause its rejection. Alteration by erasure or interlineations must be explained or noted in the bid form over the signature of the bidder. No oral, telegraphic or telephonic bids or modifications will be considered.

#### 1-13 Disqualification of Bidder

If, in the opinion of the City, there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered. All bidders are required to submit the Affidavit of Non-Collusion (Attachment G) with their bids.

#### 1-14 Evaluation of Bids

It is the intent of City to award a contract to the lowest responsive bid by a responsible bidder as evaluated by the City. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria.

- A. Responsiveness The bidder must complete all required forms and bid documents and provide all required and requested information. Refusal to provide such information may cause the bid to be rejected. The City will consider all the material submitted by the bidder to determine whether the bid is in compliance with the bid terms and documents and responsive to the requested work.
- B. Responsibility The City will consider all the material submitted by the bidder, and other evidence it may obtain including information from previous project owners, to determine whether the bidder is responsible. The bidder must meet the following bidder responsibility criteria and supplemental bidder responsibility criteria to be considered a responsible bidder:
  - 1. Mandatory Bidder Responsibility Criteria
    - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
    - b. Have a current Washington Unified Business Identifier (UBI) number;
    - c. If applicable:
      - i. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51

City of Federal Way

Concrete Sidewalk Beveling – On-Call Contract

Page 10

RFB # 25-004

2025

RCW;

- ii. Have a Washington Employment Security Department number, as required in Title 50 RCW;
- iii. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- e. Within a three-year period immediately preceding the date of the bid solicitation, the bidder shall not be a willful violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

# 2. Supplemental Bidder Responsibility Criteria

- a. The bidder shall not have a record of excessive claims filed against the retainage, payment, or performance bonds for public works projects during the previous three years, that demonstrate a lack of effective management by the bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances acceptable to the City.
- b. The bidder shall have a reasonable history of successfully completed projects of a similar size and scope as required by the contract documents for this project. The City will evaluate whether the projects were "successfully completed" and of a "similar size and scope."
- c. The bidder shall have evidence that it is able to begin and complete the work, and complete it in a timely fashion.
- 3. As evidence that the bidder meets the supplemental bidder responsibility criteria in paragraph (B)(2) above, the apparent low bidder must submit the following documentation to the City within 48 hours of the bid opening. The City reserves the right to request such documentation from other bidders also. Refusal to provide such information upon request may cause the bid to be rejected.
  - a. The bidder shall submit a list of the public works projects completed within the previous three years and include for each project the following information; the owner and contact information for the owner; a list of claims filed against the retainage, payment, or performance bond for any of the projects listed; a written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.
  - b. The bidder shall submit a list of projects of similar size and scope to this project and include information about each project, including the following: the owner and contact information for the owner; the awarded contract amount; the final contract amount; a description of the scope of the project and how the project is similar to this project; the bidder's assessment of its performance of each project. The information should include any information regarding performance in the following areas; quality control; safety record; timeliness of performance; use of skilled personnel; management of subcontractors; availability of and use of appropriate equipment; compliance with contract documents; management of submittals process, contract amendments, and close-out.
    - c. The bidder shall furnish acceptable evidence of the bidder's current ability to

perform, such as firm commitments by subcontractors, equipment, supplies and facilities, and the bidder's ability to obtain the necessary personnel.

- 4. If the City determines the bidder does not meet the bidder responsibility criteria in paragraph (B)(1) and (B)(2) above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the City's determination by presenting additional information to the City and meeting the requirements of section 1-20(B). The City will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.
- C. Lowest Bid The lowest bid shall be determined as set forth on the Bid Form.

The acceptance of a bid will be evidenced by a Notice of Award. No other act of the City shall constitute acceptance of a bid. Within ten (10) days after receipt of Notice of Award, the bidder whose bid is accepted, shall furnish the required performance bond, certificate of insurance, execute the contract and perform all other acts required by the bid and contract documents as conditions precedent to formation of the contract.

# 1-15 Procedures When Only One Bid is Received

In the event only a single responsive bid is received, the City reserves the right to conduct a price and/or cost analysis of such bid. The sole bidder shall provide such information, data and other documentation as deemed necessary by the City for such analysis. The City reserves the right to reject such bid.

#### 1-16 Bid Documents

Bidders are required to submit with the bid package the following:

- A. *Attachment A* No Bid Response Form. Not Applicable
- B. *Attachment B* Bid Form.
- C. *Attachment C* Bid Schedule. Not Applicable
- D. *Attachment D* Bid Signature Page.
- E. Attachment E Bid Bond Form. -- Not Applicable
- F. *Attachment F* Subcontractor List. (May Not Apply)
- G. Attachment G Combined Affidavit and Certification Form.
- H. *Attachment H* Contractor's Compliance Statement.
- I. *Attachment I* Contractor Certification Wage Law Compliance.

#### 1-17 Conflicts of Interest and Noncompetitive Practices

By submitting a bid, the Contractor agrees as follows:

A. Conflict of Interest – That it has no direct or indirect pecuniary or proprietary interest, that it shall not acquire any interest which conflicts in any manner or degree with the work, services, equipment or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interests. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City may require.

#### B. Contingent Fees and Gratuities

- That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
- 2. That no gratuities in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

#### 1-18 DELETED

#### 1-19 Performance/Payment Bond

The bidder to whom the City has awarded this Contract will remove the Performance/Payment Bond (Exhibit G) attached to the Public Works Contract and deliver it to the City fully executed by the bidder and a surety company in the amount of one hundred percent (100%) of the contract price as security for the faithful performance of the work including the payment of all persons furnishing materials and performing labor on the work and all payments arising from the performance of the work due the State of Washington pursuant to Titles 50 and 51 RCW. Such bond must be executed by a duly licensed surety company, which is registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the State of Washington, published by the Office of the Insurance Commissioner. The scope of the Performance/Payment Bond (Exhibit G) shall in no way affect or alter the liabilities of the Contractor to the City under Section 5 "Indemnification" of the Public Works Maintenance Contract.

The City may require the surety company to appear and qualify itself upon the bond. If, at any time, the City determines in its sole judgment that the surety company is insufficient, the City may require the Contractor to furnish additional surety in form and arrangement satisfactory to the City and in an amount not exceeding that originally required. The Contractor shall submit a performance bond complying with the requirements of this

paragraph within ten (10) days after the award is made. Payments will not be made on the Contract until sufficient surety as required is furnished.

#### 1-20 Bid Dispute

- A. Any actual or prospective bidder, including sub-contractors and suppliers showing a substantial economic interest in this contract who is aggrieved in connection with the solicitation or award of this contract, may protest to the City in accordance with the procedures set forth herein. Protests based on the specifications or other terms in the contract documents, which are apparent prior to the date established for submittal of bids, shall be submitted not later than ten (10) calendar days prior to said date, or shall be deemed waived. All other protests shall be accepted only from actual bidders and shall be submitted within five (5) calendar days after the aggrieved person knows or should have known of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all bids are rejected or after the award of this contract.
- B. In order to be considered, a protest shall be in writing and shall include: (1) the name and address of the aggrieved person; (2) the RFB number and contract title under which the protest is submitted; (3) a detailed description of the specific grounds for protest and any supporting documentation; and (4) the specific ruling or relief requested. The written protest shall be addressed to:

City of Federal Way 33325 8th Avenue South Federal Way, Washington 98003-6325

Attention: Bid Protest - Concrete Sidewalk Beveling - On-Call Contract

RFB # 25 -004

- C. Upon receipt of a written protest, the City will promptly consider the protest. The City may give notice of the protest and its basis to other persons, including bidders involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the City, the City will promptly issue a decision in writing stating the reasons for the action taken and informing the aggrieved person of his or her right to appeal the decision to the City Administrator or his or her designee. A copy of the decision shall be mailed (by certified mail, return receipt requested) or otherwise promptly furnished to the aggrieved person and any other interested parties who requested a copy of the decision. The decision will be considered final and conclusive unless appealed within five (5) calendar days after receipt of the decision to the City Administrator or his or her designee. If the decision is appealed, then the subsequent determination of the City Administrator or his or her designee shall issue within five (5) days of the City Administrator receipt of the appeal and shall be final and conclusive.
- D. Failure to comply with these protest procedures will render a protest untimely or inadequate and shall result in rejection thereof by the City.

#### 2-1 Administration

This contract will be between the City and the Contractor who will be responsible for delivering all equipment and performing all work and services described herein. The City is not party to defining the division of work between the Contractor and the Contractor's subcontractors, if any, and the specifications have not been written with this intent.

The Contractor represents that it has or will obtain all personnel and equipment required to perform the services hereunder. Such personnel shall not be employees of the City.

The Contractor's performance under this contract will be monitored and reviewed by Jarred Larson, Operations Manager. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this contract shall be addressed to Jarred Larson, Operations Manager, for response.

#### **2-2 Proof of Compliance with Contract**

In order that the City may determine whether the Contractor has complied with the requirements of the contract documents, the Contractor shall, at any time when requested, submit to the City properly authenticated documents or other satisfactory proofs as to the Contractor's compliance with such requirements.

#### 2-3 Contract Documents and Precedence

The documents embodying the legally binding obligations between the City and the Contractor for completion of the work consist of the following: The City's Request for Bid, Bid Form, Bid Signature Page, Instructions to Bidders, Concrete Sidewalk Beveling — Trip Hazard Removal Contract, General Contractual Terms and Conditions, Contractor's Compliance Statement, Combined Affidavit and Certification Form, Technical Specifications, Addenda and Contract Amendments, and the Concrete Sidewalk Beveling — Trip Hazard Removal Scope and Specifications. The contract documents are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the contract documents, the City will issue an interpretation regarding the controlling provision, which interpretation shall be binding.

#### 2-4 Charges to Contractor

Charges which are the obligation of the Contractor under the terms of the contract shall be paid by the Contractor to the City on demand and may be deducted by the City from any money due or to become due to the Contractor under the contract and may be recovered by the City from the Contractor or its surety.

#### 2-5 Contract Amendments

The City may, at any time, without notice to the sureties, by written order designated or indicated to be a contract amendment, make any change in the specifications within the scope of this contract. Oral orders will not be binding on the City unless confirmed in writing

by the City. Except as provided herein, no order, statement, or conduct of the City will be treated as a change hereunder or will entitle the Contractor to an equitable adjustment.

If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the work under this contract, an equitable adjustment will be made and the contract modified in writing accordingly. However, no claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required.

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written contract amendment form from the City or after giving the City the written notice required above, as the case may be, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require to determine if the claims and costs have merit.

No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this contract.

#### 2-6 Work and Materials Omitted

The Contractor shall, when directed in writing by the City, omit work, services and materials to be furnished under the contract and the value of the omitted work and materials will be deducted from the contract price and the delivery schedule will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral contract amendment adjusting the price and the delivery schedule.

#### 2-7 Washington State Sales Tax

The Contractor shall make payment directly to the State for all applicable Washington State sales taxes and all other governmental taxes, assessments and charges.

#### 2-8 Shipping Charges

All prices shall include freight. Requests for additional compensation for freight charges will be rejected by the City.

# 2-9 Warranty

All materials and equipment sold and labor performed under this contract are warranted by the Contractor to be free from defects in materials or workmanship for a period of at least one (1) year from date of delivery and installation; provided, however, that this warranty may extend beyond this time period pursuant to any attached warranties. If the merchandise sold or work performed hereunder is defective on account of workmanship or materials, the Contractor agrees to replace the merchandise or, at the City's sole option, repair the defective merchandise. All defects in work or materials shall be promptly corrected.

City of Federal Way

Concrete Sidewalk Beveling – On-Call Contract

Page 16

RFB # 25-004

2025

#### 2-10 No Waiver of Warranties and Contract Rights

Conducting of tests and inspections, review of specifications or plans, payment for goods or services, or acceptance by the City does not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this contract or in law.

#### 2-11 Legal Relations

The Contractor shall comply with all of the City's resolutions and regulations applicable under this contract and with any local, state or federal law or regulation applicable to the materials, equipment or service provided under this contract. Neither the Contractor nor the City shall assign any interest, obligation or benefit under or in this contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. This contract shall be binding upon and inure to the benefit of the successors of the parties.

#### 2-12 Applicable Law and Forum

Except as hereinafter specifically provided, this contract shall be governed by and construed according to the laws of the State of Washington including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any suit arising herefrom shall be brought in King County Superior Court, which shall have sole and exclusive jurisdiction and venue.

#### 2-13 Hazardous Chemical Communication

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall submit with each shipment a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites.

Include the following information in the MSDS:

- A. Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS.
- B. If the product is actually used diluted, the dilution rate should be so stated in the MSDS and the hazards and corresponding personal protection, etc., also be listed.
- C. A statement as to the intended use of the product.

#### 2-14 Delivery and Liquidated Damages

Time is of the essence of the contract and each and all of its provisions in which performance is a factor. The Contractor will be held to strict compliance with the prescribed date(s) set forth in these contract documents. For each and every day that delivery is delayed beyond the specific date(s), damage will be sustained by the City. Because of the difficulty in computing the actual damages and disadvantages to the City, and as a reasonable forecast of actual damages which the City will suffer by the delay in delivery, the parties agree that for each such delay the Contractor will pay the City liquidated damages (and not as a penalty) in accordance with Section 1.3 of Attachment J, Public Works

City of Federal Way RFB # 25-004

Contract, to compensate for any damages caused by such delay. The City may deduct from any payment owing to the Contractor, any liquidated damages, which may be incurred by the Contractor pursuant to this paragraph.

#### 2-15 Force Majeure

The Contractor's or City's failure to perform any of its obligations under this contract shall be excused if due to causes beyond the control and without the fault or negligence of the Contractor or City, respectively, including, but not restricted to, acts of God, acts of public enemy, acts of any government, fire, floods, epidemics, and strikes.

# 2-16 Patents, Copyrights and Rights in Data

Any patentable result or material suitable for copyright arising out of this contract shall be owned by and made available to the City for public use, unless the City shall, in a specific case where it is legally permissible, determine that it is in the public interest that it not be so owned or available.

The Contractor agrees that the ownership of any plans, drawings, designs, specifications, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this contract, whether or not complete (referred to in this subsection as "Subject Data"), shall be vested in the City or such other local, state or federal agency, if any, as may be provided by separate contract with the City.

All such Subject Data furnished by the Contractor pursuant to this contract, other than documents exclusively for internal use by the City, shall carry such notations on the front cover or a title page (or in such case of maps, in the same block) as may be requested by the City. The Contractor shall also place their endorsement on all Subject Data furnished by them. All such identification details shall be subject to approval by the City prior to printing.

The Contractor shall ensure that substantially the foregoing paragraphs are included in each subcontract for the work on the project.

#### 2-17 Patents and Royalties

The costs involved in license fees, royalties or in defending claims for any patented invention, article, process or method that may be used in or connected with the work under this contract or with the use of complete work by the City, shall be paid by the Contractor. The Contractor and the Contractor's sureties shall, at their own cost, defend, indemnify and hold the City, together with its officers and employees, harmless against any and all demands made for such fees, royalties or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this contract, the Contractor shall, if requested by the City, furnish acceptable proof of a proper release of the City, its officers, agents and employees from all such fees or claims.

Should the Contractor, its agent, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material, computer programs or equipment supplied or required to be supplied or used under the contract, the Contractor shall promptly substitute other articles, materials, computer programs or equipment in lieu

thereof of equal efficiency, quality, finish, suitability and market value, and satisfactory in all respects to the City.

# 2-18 Disputes, Claims and Appeals

Questions or claims regarding meaning and intent of the contract or arising from this contract, shall be referred by the Contractor in writing to the Project Engineer decision within five (5) days of the date in which the Contractor knows or should know of the question or claim. The Project Engineer will ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) day following receipt by the Project Engineer.

In the event the Contractor disagrees with any determination or decision of the Project Engineer, the Contractor shall, within fifteen (15) days of the date of such determination or decision, appeal the determination or decision in writing to the City Administrator. Such written notice or appeal shall include all documents and other information necessary to substantiate the appeal. The City Administrator will review the appeal and transmit a decision in writing to the Contractor within thirty (30) days from the date of receipt of the appeal. Failure of the Contractor to appeal the decision or determination of the Project Engineer within said 15-day period will constitute a waiver of the Contractor's right to thereafter assert any claim resulting from such determination or decision. Appeal to the City Administrator shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in question between the City and the Contractor that are not resolved between the Project Engineer and the Contractor will be decided in the Superior Court of King County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between the City and the Contractor. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

Pending final decision of the dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the direction of the Project Engineer. Failure to comply precisely with the time deadlines under the paragraph as to any claim, shall operate as a release of that claim and a presumption of prejudice to the City.

#### 2-19 Recycled Products

The Contractor shall use recycled paper for proposals and for any printed or photocopied material created pursuant to a contract with the City whenever practicable and use both sides of paper sheets for reports submitted to the City whenever practicable.

In the event this RFB covers the sale of product to the City that is capable of containing recycled materials, Contractor is hereby advised that the City intends to procure products with recycled content, pursuant to the recycled content notice delivered with these bid documents. Contractor shall certify the percentage of recycled content and products sold to the City, including a percentage of post-consumer waste that is in the product. This certification is required to be in the form of a label on the product or a statement by the Contractor attached to the bid documents. The certification on multi-component or multi-material products shall verify the percentage and type of post-consumer waste and recycled content by volume contained in the major constituents of the product. The Contractor agrees to grant the City, as a procuring agency, permission to verify the certification of

City of Federal Way

RFB # 25-004

f Federal Way			RFB # 25-	004
bid award, in the event	or a bidder's protest	, or other challenge	to the blu accepted.	
recycled content by revi bid award, in the event	iew of the bidder's	or manufacturer's r	ecords as a conditio	n of any

# Attachment A

# **NO BID RESPONSE FORM**

Not applicable

# Attachment B

# **BID FORM**

# **CITY OF FEDERAL WAY**

Concrete Sidewalk Beveling – On-Call Contract

# **BID FORM**

			515.0	13.1		
Bidder:				Date:		
Item #	Description		Est. Qty.	Unit of Measurement	Unit Price	Extended Price
1	Sidewalk Repairs 1	4" to ½"	300	Inch Feet	\$	\$
2	Sidewalk Repairs 1	⁄₂" to 2"	200	Inch Feet	\$	\$
		TOTAL BIE g Washington S nent taxes, asse	State sales ta	ax, all other		\$
33325 8	Federal Way oth Ave South Way, Washington 9	8003-6325				
SIDEWA undersig conditio ON-CAL required inclusiv	t to and in complicated to and in complicated to the series of the delegated to the series of the se	ON-CALL CO examined all ivery, supply nereby propos ice with the	NTRACT, of the bid and maint ses to furni contract d	and other docul and contract doc enance of CONCF sh all labor, mate ocuments, for th	ments relati cuments as t RETE SIDEW crials and pe de above-ref	ng thereto, the the premises and ALK BEVELING – rform all work as erenced amount,
	der shall complete t y correct obvious ma			nis bid may be co	nsidered nor	n-responsive. The
minor ir	of Federal Way regularities in the bidocuments.		_	•	•	•
Receipt	of the following Add	lendums is he	reby ackno	wledged:		
Addend	um No	Date Issued	l:			
Addend	um No	Date Issued	l:			
∆ddendi	ım No	Date Issued	<b>.</b>			

City of Federal Way Concrete Sidewalk Beveling – On-Call Contract Page 22 RFB # 25-004

Corporation/Partnership/Individual (Delete Two)	Firm Name
Bidder's State License No.	Signature
Bidder's State Tax No.	Title

# Attachment C

# **BID SCHEDULE**

Not applicable

# Attachment D

# **BID SIGNATURE PAGE**

	Date:
The undersigned bidder hereby proposes services pursuant to the CONCRETE SIDEWALK BI all other terms and conditions of the contract and	
No bidder may withdraw his/her bid for a opening.	period of ninety (90) days after the day of bid
The undersigned individual representation authorized to execute the bid and all bid docume corporation.	esents and warrants that he or she is dully nts on behalf of any partnership, joint venture or
Corporation/Partnership/Individual (Delete Two)	Company
	By:(Signature)
	(Signature)
	(Printed Name)
	Its:
	(Title)
	(Address)
	(Telephone Number)

# Attachment E

# **BID BOND FORM**

Not Applicable

#### Attachment F

#### SUBCONTRACTOR LIST

Prepared in Compliance with RCW 39.30.060

#### **Concrete Sidewalk Beveling – On-Call Contract**

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW and electrical as described in Chapter 19.28 RCW, or identify the bidder for the work will result in your bid being non-responsive and therefore void.

Subcontractors that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be named below, or name the bidder for the work.

The bidder verifies that each first tier subcontractor, and every subcontractor of any tier that hires other subcontractors, has a current certificate of registration in compliance with chapter 18.27 RCW; a current Washington Unified Business Identifier (UBI) number; has Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW, if applicable; has a Washington Employment Security Department number, as required in Title 50 RCW, if applicable; has a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW, if applicable; has an electrical contractor license, if required by Chapter 19.28 RCW, if applicable; has an elevator contractor license, if required by Chapter 70.87 RCW.

The following listed bid items (listed in numerical sequence) for this project have been proposed for subcontracting to subcontractors as indicated.

SUBCONTRACTOR NAME	ITEM NUMBERS	ESTIMATED AMOUNT	WMBE QUALIFIED? (Y/N)

#### Attachment G

# City of Federal Way COMBINED AFFIDAVIT AND CERTIFICATION FORM

Non-Collusion, Anti-Trust, Prevailing Wage (Non-Federal Aid), Debarment, Eligibility, and Certification of Lawful Employment

#### **NON-COLLUSION AFFIDAVIT**

Being first duly sworn, deposes and says, that he/she is the identical person who submitted the foregoing proposal or bid, and that such bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the deponent has not directly induced or solicited any other Bidder on the foregoing work equipment to put in a sham bid, or any other person or corporation to refrain from bidding, and that deponent has not in any manner sought by collusion to secure to himself/herself or to any other person any advantage over other Bidder or Bidders; and

**NOTICE TO ALL BIDDERS** ON PROJECTS INVOLVING THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT)

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities. The hotline is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected; and

#### CERTIFICATION RE: ASSIGNMENT OF ANTI-TRUST CLAIMS TO PURCHASER

Vendor and purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are, in fact, usually borne by the purchaser. Therefore, vendor hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges resulting from anti-trust violations commencing after the date of the bid, quotation, or other event establishing the price under this order or contract. In addition, vendor warrants and represents that each of his suppliers and subcontractors shall assign any and all such claims to purchaser, subject to the aforementioned exception; and

#### PREVAILING WAGE AFFADAVIT

I, the undersigned, having duly sworn, deposed say and certify that in connection with the performance of the work of this project, will pay each classification of laborer, workperson, or mechanic employed in the performance of such work, not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and forgoing statement and certificate, know the contents thereof and the substance as set forth therein, is true to my knowledge and belief; and

#### **DEBARMENT AFFIDAVIT**

I certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

#### **AFFIDAVIT OF ELIGIBILITY**

The Contractor certifies that it is properly licensed and registered under the laws of the State of Washington and has not been determined to have been in violation of RCW 50.12.070(1)(b), RCW 51.16.070(1)(b), or RCW 82.32.070(2) within the last two years. The Contractor further certifies that it has not been determined, within the last one year, to have committed any combination of two of the following violations or infractions within a five-year period: (1) Violated RCW 51.48.020(1) or 51.48.103; or (2) Committed an infraction or violation under chapter 18.27 RCW.

#### **CERTIFICATION OF LAWFUL EMPLOYMENT**

The contractor hereby certifies that it has complied with all provisions of the Immigration and Nationality Act, now or as herein after amended, 8 USC Section 1101 et. seq., and that all employees, including subcontractor employees, are lawfully permitted to perform work in the United States as provided in this agreement with the City of Federal Way.

FOR: Non-Collusion Affidavit, Assignment of Anti-Trust Claims to Purchaser, Prevailing Wage Affidavit, Debarment Affidavit, Affidavit Of Eligibility, and Certification of Lawful Employment.

Concrete Sidewalk Beveling – Trip Hazard Removal

or Bladers	s FIRM		
ure of Aut	norized Represe	entative of B	idder
this	day of		20
Public in	and for the Stat	te of Washin	gton
	ure of Auth this d/typed na	this day of d/typed name of notary)	ure of Authorized Representative of B this day of,  d/typed name of notary) Public in and for the State of Washin

# Attachment H

# **CONTRACTOR'S COMPLIANCE STATEMENT**

(President's Executive Order #11246)

			Date:
This statement relates to a proposal contrac	ct with t	the City of Federal Way nar	ned
Concrete Sidewalk Beveling — On-Call I am the undersigned bidder or prospective			
I $\square$ have, $\square$ have not, participated in a pr Executive Order #11246 (regarding equ Executive Order.			
		Name of Bidder	
	Ву:	Signature	
	Its:	Title	
		Address	

#### Attachment I

# Contractor Certification Wage Law Compliance — Responsibility Criteria

# FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has **NOT** been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, and 49.52 RCW within three (3) years prior to the date of the Request for Bids.

Bidder	Nam	e:
Name of Contractor/Bidder – Print Full Legal Entity Name of Firm		
By:	Print Name of Person Making Certifications for Firm	_
Title:	Place:	ı
Title of Person Signing Certificate  Date:	Print City and State Where Signed	



CITY HALL 33325 8TH Avenue South Federal Way, WA 98003-6325 (253) 835-7000 www.Federalwaywa.gov

# Attachment J PUBLIC WORKS MAINTENANCE AGREEMENT FOR

# **Concrete Sidewalk Beveling – On-Call Contract**

This Public Works Maintenance Agreement ("Agreement") is made between the City of Federal Way, a Washington municipal corporation ("City"), and Insert Contractor's Co. Name, a Insert type of organization and State where organized, i.e. "Washington corporation" or "a sole proprietor" ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

#### **INSERT CONTRACTOR'S CO. NAME:**

**Insert Contact Name** Insert Contractor's Address Address - Continued

Insert Telephone Number (telephone) **Insert Fax Number (facsimile)** Insert email address

#### CITY OF FEDERAL WAY:

Jarred Larson 33325 8<sup>th</sup> Ave. S. Federal Way, WA 98003-6325 (253) 835-2758 (telephone) (253) 835-2709 (facsimile) jarred.larson@federalwaywa.gov

The Parties agree as follows:

**TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which 1. shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than December 31, 2028 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

#### 2. WORK.

- Work. The Contractor shall provide goods, materials or services and otherwise perform the work more specifically described in Exhibit "A," attached hereto and incorporated by this reference ("Work"), performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee.
- 2.2 Warranties. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Work and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining a City of Federal Way business registration. The Contractor warrants it will provide services in a manner consistent with the accepted practices for other similar services within the Puget Sound region in effect at the time those services are performed. The Contractor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Contractor's representations to City. The Contractor shall, at its sole cost and expense, correct all Work performed which the City deems to have defects in workmanship and material discovered within one (1) year after the City's final acceptance of the Work. This Agreement is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A RCW. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts RFB # 25-004

City of Federal Way



CITY HALL 33325 8<sup>TH</sup> Avenue South Federal Way, WA 98003-6325 (253) 835-7000 www.Federalwaywa.gov

will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

- 2.3 <u>Time, Documentation, and Inspection</u>. Work shall begin immediately upon the effective date of this Agreement. Work shall be subject, at all times, to observation and inspection by and with approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.
- 2.4 <u>Clean Up</u>. At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.
- **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days' written notice at its address set forth on the signature block of this Agreement. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12 and may result in ineligibility for further City agreements.

#### 4. COMPENSATION.

- 4.1 <u>Amount</u>. In return for the Work, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B," attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B," the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.
- 4.2 <u>Method of Payment.</u> On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Work have been performed, the name of the personnel performing such Work, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Work. Payment shall be made on a monthly basis by the City only after the Work has been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Work does not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.
- 4.3 <u>Defective or Unauthorized Work</u>. If any goods, materials, or services provided under this Agreement are either defective, unauthorized, or otherwise do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement and the City reserves the right to City of Federal Way

  RFB # 25-004



CITY HALL 33325 8<sup>™</sup> Avenue South Federal Way, WA 98003-6325 (253) 835-7000 www.Federalwaywa.gov

withhold payment from the Contractor until the goods, materials, or services are acceptable to the City. If Contractor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Contractor.

- 4.4 <u>Non-Appropriation of Funds</u>. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Work or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Work for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.
- 4.5 <u>Final Payment: Waiver of Claims</u>. Contractor's acceptance of final payment shall constitute a waiver of any and all claims, except those previously and properly made and identified by Contractor as unsettled at the time request for final payment is made.
- 4.6 <u>Bond</u>. Pursuant to RCW 39.08 and RCW 60.28, Contractor shall post a bond in favor of the City, in the form attached to this Agreement as Exhibit "C" and incorporated by this reference, in a dollar amount satisfactory to the City; to guarantee Contractor's performance of the Work to the City's satisfaction; to insure Contractor's performance of all of the provisions of this Contract; to insure payment of Contractor's state sales tax; and to guarantee Contractor's payment of all laborers, mechanics, subcontractors and material persons. Contractor's obligations under this Agreement shall not be limited to the dollar amount of the bond. The bond shall not be released until the City has received all applicable documentation from the state and all outstanding claims filed pursuant to RCW 39.08 and RCW 60.28 have been resolved.

#### 5. INDEMNIFICATION.

5.1 <u>Contractor Indemnification</u>. The Contractor agrees to release indemnify, defend, and hold the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or in connection with this Agreement or the performance of this Agreement, except for that portion of the claims caused by the City's sole negligence. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. Contractor shall ensure that each sub-contractor shall agree to defend and indemnify the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph. The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.



CITY HALL 33325 8<sup>TH</sup> Avenue South Federal Way, WA 98003-6325 (253) 835-7000 www.Federalwaywa.gov

- 5.2 <u>Industrial Insurance Act Waiver</u>. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties further acknowledge that they have mutually negotiated this waiver.
- 5.3 <u>City Indemnification</u>. The City agrees to release, indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, agents, representatives, and sub-contractors harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City.
- 5.4 <u>Survival</u>. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.
- **6. INSURANCE.** The Contractor agrees to carry insurance for liability which may arise from or in connection with the performance of the services or work by the Contractor, their agents, representatives, employees or subcontractors for the duration of the Agreement and thereafter with respect to any event occurring prior to such expiration or termination as follows:
- 6.1. <u>Minimum Limits</u>. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating that is satisfactory to the City:
- a. Commercial general liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury, bodily injury, death, property damage, products liability, advertising injury, and liability assumed under an insured contract with limits no less than \$2,000,000 for each occurrence and \$2,000,000 general aggregate.
- b. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;
- c. Automobile liability insurance covering all owned, non-owned, hired and leased vehicles with minimum combined single limits in the minimum amounts required to drive under Washington State law per accident for bodily injury, including personal injury or death, and property damage.
- 6.2. <u>No Limit of Liability</u>. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- 6.3. Additional Insured, Verification. The City shall be named as additional insured on all commercial general liability insurance policies. Concurrent with the execution of this Agreement, Contractor shall provide certificates of insurance for all commercial general liability policies attached hereto as Exhibit "D" and incorporated by this reference. At City's request, Contractor shall furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. If Contractor's insurance City of Federal Way

  RFB # 25-004



CITY HALL 33325 8<sup>TH</sup> Avenue South Federal Way, WA 98003-6325 (253) 835-7000 www.Federalwaywa.gov

policies are "claims made," Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by the City.

- 6.4 <u>Survival</u>. The provisions of this Section shall survive the expiration or termination of this Agreement.
- **CONFIDENTIALITY.** All information regarding the City obtained by Contractor in performance of this Agreement shall be considered confidential subject to applicable laws. Breach of confidentiality by the Contractor may be grounds for immediate termination. The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.
- **8. WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall delivery all needed or contracted for work project upon demand. All records submitted by the City to the Contractor will be safeguarded by the Contractor. Contractor shall make such data, documents, and files available to the City upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.
- **BOOKS AND RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

# 10. <u>INDEPENDENT CONTRACTOR / EMPLOYEE CONDITIONS</u>.

- 10.1 <u>Independence</u>. The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security, income, or other tax which may arise as an incident of employment, except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.
- 10.2 <u>Safety</u>. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors at the work site and in the performance of the contract work and shall utilize all protection necessary for that purpose. Contractor shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA City of Federal Way

  RFB # 25-004



requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the site for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the performance of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same

10.3 <u>Risk of Work</u>. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. Even though Contractor is an independent contractor, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion

### 10.4 <u>Prevailing Wages.</u>

- 10.4.1 <u>Wages of Employees</u>. This Agreement is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, workers and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington, which current "prevailing rates of wage" are attached hereto as Exhibit "E" and incorporated herein by this reference. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates that are in effect on the date when the bids, proposals, or quotes were required to be submitted to the City.
- 10.4.2 <u>Agreements Exceeding One Year</u>. Pursuant to WAC 296-127-023, or hereafter amended, the City agrees to pay any increase in the current prevailing wages if and when this Contract is extended provided that the term of the Contract exceeds one year. The City further agrees to pay the current prevailing wages at the time of additional yearly extensions, and the Contractor agrees to pay its employees the increased prevailing wage.
- 10.4.3 <u>Exemptions to Prevailing Wage</u>. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Agreement do not apply to: Sole owners and their spouses; any partner who owns at least 30% of a partnership; the President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.
- 10.4.4 <u>Reporting Requirements</u>. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Agreement, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of City of Federal Way

  RFB # 25-004



Labor and Industries. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.

- 10.4.5 <u>Disputes</u>. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.
- 11. <u>CONFLICT OF INTEREST</u>. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
- **12. EQUAL OPPORTUNITY EMPLOYER**. In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, lavoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Contract by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements. If this project involves federal funds including USDOT funds administered by WSDOT, the contractor agrees to the clauses contained in Exhibit F.

### 13. GENERAL PROVISIONS.

13.1 <u>Interpretation and Modification</u>. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed City of Federal Way

2025



under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

- Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.
- 13.3 <u>Compliance with Laws</u>. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation or performance of this Agreement, this Agreement may be rendered null and void, at the City's option.
- Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative process. If the King County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in King County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.



13.5 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

[Signature page follows]



IN WITNESS, the Parties execute this Agreement below, effective the last date written below.

CITY OF FEDERAL WAY:	ATTEST:
By: Jim Ferrell, Mayor	Stanbania Courtney MMC CDDO City Clark
Jim Ferreii, Mayor	Stephanie Courtney, MMC, CPRO, City Clerk
DATE:	APPROVED AS TO FORM:
	J. Ryan Call, City Attorney
INSERT CONTRACTOR'S CO. NAME:	
By:	
Printed Name:	
Title:	
DATE:	
PICK APPROPRIATE NOTARY AND DELET	TE THE OTHER ONE:
Corporate:	
STATE OF WASHINGTON )	
) ss.	
On this day personally appeared before me	that executed the within and
	that executed the within and instrument to be the free and voluntary act and deed of said ntioned, and on oath stated that he or she was authorized to any, is the corporate seal of said corporation.
GIVEN my hand and official seal this	day of, 20
Notary's sign	ature
Notary's prin	ted name
	Notary Public in and for the State of Washington.  My commission expires



### **Individual:**

STATE OF WASHINGTON	1)		
	) ss.		
COUNTY OF	_)		
On this day personally appe	ared before me,		, to me known to be
			within and foregoing instrument, and voluntary act and deed, for the uses and
GIVEN my hand and	l official seal this	day of	, 20
	Notary's sig	nature	
	, 1		ic in and for the State of Washington.
		-	sion expires



### **EXHIBIT "A"**

### **SERVICES**

1. The Contractor shall do or provide the following:

[insert contractor name] ("Contractor") shall provide on-call concrete beveling services ("Services") to remove vertical surface discontinuities as requested by the City of Federal Way ("City"). The Services may be requested in various project locations throughout the City. Upon identification of a project by the City, the City and Contractor will negotiate scope and schedule for the specific project which will be included in a Task order. A Task Order is work defined on a Task Order form. The "Task Order form is attached as "Exhibit A-1". The Task Order will also include the budget based on estimated quantities and associate unit prices shown in Exhibit "B" The City is not obligated to assign any specific number of tasks to the Contractor and the City and Contractor's obligations hereunder are limited to the tasks assigned in the written Task Orders.



# EXHIBIT "A-1" TASK ORDER FORM

Federa	al Way	Contract Name:		Contract Number:
TASK ORDER	R No.	TASK ORDER Name:		Date:
Description	of work:			
Estimated C	osts:			
Contract Val	ue:	Total Task Costs To Date:	This Task Order Estimate Cost:	Contract Remaining:
		Task Orde	r Summary	
Task Order	Task Order Na		1 Juninary	Amount
No.				
				\$
				\$
				\$
				\$
				\$
			Total Contracted to date	\$
Agreed U [Contrac	Jpon: tor's Name]:		City of Federal Way:	
Ву:			Task Manager:	
Name:		Date:	Name:	Date:
			Contract Manager:	
			Name:	Date:



### **EXHIBIT "B"**

### **COMPENSATION**

- 1. Total Compensation: In return for the Services, the City shall pay the Contractor a total amount not to exceed Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00)
- 2. Method of Compensation:

### Unit price plus sales tax

In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount, calculated on the basis of the unit bid prices as shown on attached bid form.



### EXHIBIT "C"

# CITY OF FEDERAL WAY PERFORMANCE/PAYMENT/RETAINAGE BOND

### KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned	, ("Principal") and
, the undersigned corporation organized and	existing under the laws of the State of
and legally doing business in the State of Washington	on as a surety ("Surety"), are held and firmly
bonded unto the City of Federal Way, a Washington municipal corp	poration ("City") in the penal sum of
Dollars and no/100 (\$) for the	e payment of which we firmly bind ourselves
and our legal representatives, heirs, successors and assigns, jointly a	and severally.
This obligation is entered into pursuant to the statutes of the regulations, standards and policies of the City, as now existing or he The Principal has entered into an Agreement with the	ereafter amended or adopted.
NOW, THEREFORE, if the Principal shall perform all the proving within the time period prescribed by the City, or within such external Agreement, and shall pay all laborers, mechanics, subcontractors and shall pay all laborers.	ensions of time as may be granted under the

NOW, THEREFORE, if the Principal shall perform all the provisions of the Agreement in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Agreement, and shall pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall pay all applicable state sales tax, and shall hold the City, its officials, agents, employees and volunteers harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of the Principal, or any subcontractor in the performance of said work, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Agreement within a period of one (1) year after its final acceptance thereof by the City, then and in the event this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Agreement or to the Work.

The Surety hereby agrees that modifications and changes may be made in terms and provisions of the Agreement without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Agreement, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the city, the amount necessary for the City to remedy the



DATED this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY HALL 33325 8<sup>TH</sup> Avenue South Federal Way, WA 98003-6325 (253) 835-7000 www.Federalwaywa.gov

default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation to resolve said dispute. The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by Judicial Dispute Resolution, LLC, 1425 Fourth Avenue, Suite 300, Seattle, Washington 98101. The Surety shall not interplead prior to completion of the mediation.

CORPORATE SEAL OF PRINCIPAL:		PRINCIPAL
	By:	(Name of Person Executing Bond)
	Its:	(Title)
		(Address)
		(Phone)
CERTIFIC	CATE AS TO	CORPORATE SEAL
bond; that, who	signed the said his or her sig	y of the Corporation named as Principal in the within I bond on behalf of the Principal, was
		Secretary or Assistant Secretary
City of Federal Way Concrete Sidewalk Beveling – On-Call Contract RFB ver. 4/23	Page 47	RFB # 25-004 2025



[For LLC's with one officer only, use the notary block below and DELETE Certificate of Corporate Seal]

STATE OF WASHINGTON )	
) ss. COUNTY OF)	
COUNTY OF)	
On this day personally appeared before me of	that executed the within and
foregoing instrument, and acknowledged the said instrum- limited liability company, for the uses and purposes ther authorized to execute said instrument.	nent to be the free and voluntary act and deed of said
GIVEN under my hand and official seal this day of	of, 20
Notary's printed nan Notary F	Public in and for the State of Washington. mission expires
CORPORATE SEAL OF SURETY:	SURETY
Ву:	Atta mass in East
	Attorney-in-Fact (Attach Power of Attorney)
	(Name of Person Executing Bond)
	(Address)
	(Phone)
APPROVED AS TO FORM:	
J. Ryan Call, City Attorney	



## EXHIBIT "D"

Insert Contractor's Certificate of Insurance



### **EXHIBIT "E"**

See Attached Prevailing Wages

# State of Washington Department of Labor & Industries

Prevailing Wage Section - Telephone 360-902-5335 PO Box 44540, Olympia, WA 98504-4540

# Washington State Prevailing Wage

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

Prevailing wage rates which have been published On: 2/3/2025 and will be effective from: 3/5/2025

<u>County</u>	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note
King	Asbestos Abatement Workers	Journey Level	\$63.87	<u>5D</u>	<u>1H</u>	
King	<u>Boilermakers</u>	Journey Level	\$78.89	<u>5N</u>	<u>1C</u>	
King	Brick Mason	Journey Level	\$71.82	<u>7E</u>	<u>1N</u>	
King	Brick Mason	Pointer-Caulker-Cleaner	\$71.82	<u>7E</u>	<u>1N</u>	
King	Building Service Employees	Janitor	\$30.33	<u>5S</u>	<u>2F</u>	
King	Building Service Employees	Traveling Waxer/Shampooer	\$30.78	<u>5S</u>	<u>2F</u>	
King	Building Service Employees	Window Cleaner (Non-Scaffold)	\$32.93	<u>5S</u>	<u>2F</u>	
King	Building Service Employees	Window Cleaner (Scaffold)	\$33.93	<u>5S</u>	<u>2F</u>	
King	Cabinet Makers (In Shop)	Journey Level	\$22.74		1	
King	Carpenters	Acoustical Worker	\$78.96	<u>15J</u>	<u>11U</u>	
King	Carpenters	Bridge Dock and Wharf Carpenter	\$80.50	<u>15J</u>	<u>11U</u>	<u>9L</u>
King	Carpenters	Floor Layer & Floor Finisher	\$78.96	<u>15J</u>	<u>11U</u>	
King	Carpenters	General Carpenter	\$78.96	15J	11U	
King	Carpenters	Scaffold Erector	\$78.96	<u>15J</u>	11U	
King	Cement Masons	Application of all Composition Mastic	\$77.30	<u></u> <u>15J</u>	<u>4U</u>	
King	Cement Masons	Application of all Epoxy Material	\$76.78	<u>15J</u>	<u>4U</u>	
King	Cement Masons	Application of all Plastic Material	\$77.30	<u>15J</u>	<u>4U</u>	
King	Cement Masons	Application of Sealing Compound	\$76.78	<u></u> <u>15J</u>	<u>4U</u>	
King	Cement Masons	Application of Underlayment	\$77.30	<u>15J</u>	<u>4U</u>	
King	Cement Masons	Building General	\$76.78	<u></u> <u>15J</u>	<u>4U</u>	
King	Cement Masons	Composition or Kalman Floors	\$77.30	<u>15J</u>	<u>4U</u>	
King	Cement Masons	Concrete Paving	\$76.78	<u>15J</u>	<u>4U</u>	
King	Cement Masons	Curb & Gutter Machine	\$77.30	<u>15J</u>	<u>4U</u>	
King	Cement Masons	Curb & Gutter, Sidewalks	\$76.78	<u>15J</u>	<u>4U</u>	
King	Cement Masons	Curing Concrete	\$76.78	<u>15J</u>	<u>4U</u>	
King	Cement Masons	Finish Colored Concrete	\$77.30	<u>15J</u>	<u>4U</u>	
King	Cement Masons	Floor Grinding	\$77.30	<u>15J</u>	<u>4U</u>	
King	Cement Masons	Floor Grinding/Polisher	\$76.78	<u>15J</u>	<u>4U</u>	
King	Cement Masons	Green Concrete Saw, self-powered	\$77.30	<u>15J</u>	<u>4U</u>	
King	Cement Masons	Grouting of all Plates	\$76.78	15J	<u>4U</u>	
King	Cement Masons	Grouting of all Tilt-up Panels	\$76.78	<u>15J</u>	<u>4U</u>	
King	Cement Masons	Gunite Nozzleman	\$77.30	15J	<u>4U</u>	
King	Cement Masons	Hand Powered Grinder	\$77.30	15J	<u>4U</u>	
King	Cement Masons	Journey Level	\$76.78	15J	<u>10</u> <u>4U</u>	
King	Cement Masons	Patching Concrete	\$76.78	<u>15J</u>	<u>4U</u>	
King	Cement Masons	Pneumatic Power Tools	\$77.30	15J	<u>4U</u>	
King	Cement Masons	Power Chipping & Brushing	\$77.30	15J	<u>4U</u>	
King	Cement Masons	Sand Blasting Architectural Finish	\$77.30	15J	<u>4U</u>	
King	Cement Masons	Screed & Rodding Machine	\$77.30	15J	<u>10</u> <u>4U</u>	
King	Cement Masons	Spackling or Skim Coat Concrete	\$76.78	15J	4 <u>U</u>	
King	Cement Masons	Troweling Machine Operator	\$77.30	15J	4 <u>U</u>	
King	Cement Masons	Troweling Machine Operator on Colored Slabs	\$77.30	15J	<u>40</u>	
King	Cement Masons	Tunnel Workers	\$77.30	<u>15J</u>	<u>4U</u>	

King	Divers & Tenders	Bell/Vehicle/Submersible Operator (not under pressure)	\$156.25	<u>15J</u>	<u>11T</u>	<u>91</u>
King	Divers & Tenders	Dive Supervisor	\$157.75	<u>15J</u>	<u>11T</u>	<u>91</u>
King	Divers & Tenders	Diver	\$156.25	<u>15J</u>	11T	<u>91</u>
King	Divers & Tenders	Diver Tender	\$86.86	15J	11T	<u>91</u>
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$109.76	<u>15J</u>	<u>11U</u>	
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 31.01-44.00 PSI	\$118.99	<u>15J</u>	<u>11U</u>	
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$128.22	<u>15J</u>	<u>11U</u>	
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$137.45	<u>15J</u>	<u>11U</u>	
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$146.67	<u>15J</u>	<u>11U</u>	
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$155.90	<u>15J</u>	<u>11U</u>	
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$165.13	<u>15J</u>	<u>11U</u>	
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$174.36	<u>15J</u>	<u>11U</u>	
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$183.59	<u>15J</u>	<u>11U</u>	
King	Divers & Tenders	Lead Diver (Dive Master)	\$101.32	<u>15J</u>	11T	<u>91</u>
King	Divers & Tenders	Manifold Operator (Life Support Technician)	\$86.86	<u>15J</u>	11T	<u>91</u>
King	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$86.86	<u>15J</u>	<u>11T</u>	<u>91</u>
King	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$86.86	<u>15J</u>	<u>11T</u>	<u>91</u>
King	Divers & Tenders	Remote Operated Vehicle Tender	\$80.55	<u>15J</u>	<u>11T</u>	<u>91</u>
King	Divers & Tenders	Stand-by Diver	\$96.32	<u>15J</u>	11T	<u>91</u>
King	Dredge Workers	Assistant Engineer	\$85.37	<u>5D</u>	<u>3F</u>	
King	Dredge Workers	Assistant Mate (Deckhand)	\$84.71	<u>5D</u>	<u>3F</u>	
King	<u>Dredge Workers</u>	Boatmen	\$85.37	<u>5D</u>	<u>3F</u>	
King	Dredge Workers	Engineer Welder	\$87.02	<u>5D</u>	<u>3F</u>	
King	Dredge Workers	Leverman, Hydraulic	\$88.77	<u>5D</u>	<u>3F</u>	
King	<u>Dredge Workers</u>	Mates	\$85.37	<u>5D</u>	<u>3F</u>	
King	Dredge Workers	Oiler	\$84.71	<u>5D</u>	<u>3F</u>	
King	Drywall Applicator	Journey Level	\$78.76	<u>150</u>	<u>11S</u>	
King	Drywall Tapers	Journey Level	\$78.76	<u>150</u>	<u>11S</u>	
King		country zerot		<u></u>	<u></u>	
5	Flectrical Fixture Maintenance	Journey Level	\$40.69	51	1F	
King	Electrical Fixture Maintenance Workers	Journey Level	\$40.69	<u>5L</u>	<u>1E</u>	
Killig		Journey Level  Cable Splicer	\$40.69 \$115.15	<u>5L</u> <u>7C</u>	<u>1E</u> <u>4E</u>	
	<u>Workers</u>	•				
King	Workers Electricians - Inside	Cable Splicer	\$115.15	<u>7C</u> <u>7C</u>	<u>4E</u>	
King King	Workers  Electricians - Inside  Electricians - Inside	Cable Splicer Cable Splicer (tunnel)	\$115.15 \$123.64	7 <u>C</u> 7 <u>C</u> 7 <u>C</u>	<u>4E</u> <u>4E</u>	
King King King	Workers Electricians - Inside Electricians - Inside Electricians - Inside	Cable Splicer Cable Splicer (tunnel) Certified Welder	\$115.15 \$123.64 \$111.30	7 <u>C</u> 7 <u>C</u> 7 <u>C</u> 7 <u>C</u>	4E 4E 4E 4E	
King King King King	Workers  Electricians - Inside  Electricians - Inside  Electricians - Inside  Electricians - Inside	Cable Splicer Cable Splicer (tunnel) Certified Welder Certified Welder (tunnel)	\$115.15 \$123.64 \$111.30 \$119.41	7 <u>C</u> 7 <u>C</u> 7 <u>C</u> 7 <u>C</u> 7 <u>C</u>	4E 4E 4E 4E 4E	
King King King King King King	Workers  Electricians - Inside	Cable Splicer Cable Splicer (tunnel) Certified Welder Certified Welder (tunnel) Construction Stock Person	\$115.15 \$123.64 \$111.30 \$119.41 \$54.03	7 <u>C</u> 7 <u>C</u> 7 <u>C</u> 7 <u>C</u>	4E 4E 4E 4E	
King King King King King King King King	Workers  Electricians - Inside	Cable Splicer Cable Splicer (tunnel) Certified Welder Certified Welder (tunnel) Construction Stock Person Journey Level	\$115.15 \$123.64 \$111.30 \$119.41 \$54.03 \$107.44	7C 7C 7C 7C 7C 7C 7C	4E 4E 4E 4E 4E 4E 4E	
King King King King King King King King	Workers  Electricians - Inside	Cable Splicer Cable Splicer (tunnel) Certified Welder Certified Welder (tunnel) Construction Stock Person Journey Level Journey Level (tunnel) Journey Level	\$115.15 \$123.64 \$111.30 \$119.41 \$54.03 \$107.44 \$115.15 \$48.68	7C 7C 7C 7C 7C 7C 7C 7C	4E 4E 4E 4E 4E 4E 4E 4E 1B	
King King King King King King King King	Workers  Electricians - Inside  Electricians - Notor Shop  Electricians - Powerline Construction	Cable Splicer Cable Splicer (tunnel) Certified Welder Certified Welder (tunnel) Construction Stock Person Journey Level Journey Level (tunnel) Journey Level Cable Splicer	\$115.15 \$123.64 \$111.30 \$119.41 \$54.03 \$107.44 \$115.15 \$48.68 \$102.42	7C 7C 7C 7C 7C 7C 7C 7C 7C 5A	4E 4E 4E 4E 4E 4E 4E 1B 4D	
King King King King King King King King	Workers  Electricians - Inside  Electricians - Motor Shop	Cable Splicer Cable Splicer (tunnel) Certified Welder Certified Welder (tunnel) Construction Stock Person Journey Level Journey Level (tunnel) Journey Level Cable Splicer Certified Line Welder	\$115.15 \$123.64 \$111.30 \$119.41 \$54.03 \$107.44 \$115.15 \$48.68 \$102.42 \$93.99	7C 7C 7C 7C 7C 7C 7C 7C 5A 5A	4E 4E 4E 4E 4E 4E 4E 1B 4D 4D	
King King King King King King King King	Workers  Electricians - Inside  Electricians - Powerline Construction  Electricians - Powerline Construction  Electricians - Powerline Construction	Cable Splicer Cable Splicer (tunnel) Certified Welder Certified Welder (tunnel) Construction Stock Person Journey Level Journey Level (tunnel) Journey Level Cable Splicer Certified Line Welder Groundperson	\$115.15 \$123.64 \$111.30 \$119.41 \$54.03 \$107.44 \$115.15 \$48.68 \$102.42 \$93.99 \$59.30	7C 7C 7C 7C 7C 7C 7C 7C 5A 5A 5A	4E 4E 4E 4E 4E 4E 4E 1B 4D 4D	
King King King King King King King King	Workers  Electricians - Inside  Electricians - Powerline Construction  Electricians - Powerline Construction  Electricians - Powerline Construction  Electricians - Powerline Construction	Cable Splicer Cable Splicer (tunnel) Certified Welder Certified Welder (tunnel) Construction Stock Person Journey Level Journey Level (tunnel) Journey Level Cable Splicer Certified Line Welder Groundperson Heavy Line Equipment Operator	\$115.15 \$123.64 \$111.30 \$119.41 \$54.03 \$107.44 \$115.15 \$48.68 \$102.42 \$93.99 \$59.30 \$93.99	7C 7C 7C 7C 7C 7C 7C 5A 5A 5A 5A	4E 4E 4E 4E 4E 4E 4B 1B 4D 4D 4D 4D	
King King King King King King King King	Workers  Electricians - Inside  Electricians - Motor Shop  Electricians - Powerline Construction	Cable Splicer Cable Splicer (tunnel) Certified Welder Certified Welder (tunnel) Construction Stock Person Journey Level Journey Level (tunnel) Journey Level Cable Splicer Certified Line Welder Groundperson Heavy Line Equipment Operator Journey Level Lineperson	\$115.15 \$123.64 \$111.30 \$119.41 \$54.03 \$107.44 \$115.15 \$48.68 \$102.42 \$93.99 \$59.30 \$93.99 \$93.99	7C 7C 7C 7C 7C 7C 7C 5A 5A 5A 5A 5A	4E 4E 4E 4E 4E 4E 4E 1B 4D 4D 4D 4D 4D	
King King King King King King King King	Workers  Electricians - Inside  Electricians - Powerline Construction	Cable Splicer Cable Splicer (tunnel) Certified Welder Certified Welder (tunnel) Construction Stock Person Journey Level Journey Level (tunnel) Journey Level Cable Splicer Certified Line Welder Groundperson Heavy Line Equipment Operator Journey Level Lineperson Line Equipment Operator	\$115.15 \$123.64 \$111.30 \$119.41 \$54.03 \$107.44 \$115.15 \$48.68 \$102.42 \$93.99 \$59.30 \$93.99 \$93.99 \$93.99 \$80.96	7C 7C 7C 7C 7C 7C 7C 5A 5A 5A 5A 5A 5A	4E 4E 4E 4E 4E 4E 4E 1B 4D 4D 4D 4D 4D 4D 4D	8W
King King King King King King King King	Workers  Electricians - Inside  Electricians - Motor Shop  Electricians - Powerline Construction  Electricians - Powerline Construction	Cable Splicer Cable Splicer (tunnel) Certified Welder Certified Welder (tunnel) Construction Stock Person Journey Level Journey Level (tunnel) Journey Level Cable Splicer Certified Line Welder Groundperson Heavy Line Equipment Operator Journey Level Lineperson Line Equipment Operator Meter Installer	\$115.15 \$123.64 \$111.30 \$119.41 \$54.03 \$107.44 \$115.15 \$48.68 \$102.42 \$93.99 \$59.30 \$93.99 \$93.99 \$80.96 \$59.30	7C 7C 7C 7C 7C 7C 7C 5A 5A 5A 5A 5A 5A 5A	4E 4E 4E 4E 4E 4E 4B 4D 4D 4D 4D 4D 4D 4D 4D 4D 4D	<u>8W</u>
King King King King King King King King	Workers  Electricians - Inside  Electricians - Powerline Construction	Cable Splicer Cable Splicer (tunnel) Certified Welder Certified Welder (tunnel) Construction Stock Person Journey Level Journey Level (tunnel) Journey Level Cable Splicer Certified Line Welder Groundperson Heavy Line Equipment Operator Journey Level Lineperson Line Equipment Operator Meter Installer Pole Sprayer	\$115.15 \$123.64 \$111.30 \$119.41 \$54.03 \$107.44 \$115.15 \$48.68 \$102.42 \$93.99 \$59.30 \$93.99 \$93.99 \$93.99 \$80.96	7C 7C 7C 7C 7C 7C 7C 5A 5A 5A 5A 5A 5A	4E 4E 4E 4E 4E 4E 4E 1B 4D 4D 4D 4D 4D 4D 4D	<u>8W</u>

King	Elevator Constructors	Mechanic	\$115.14	<u>7D</u>	<u>4A</u>	
King	Elevator Constructors	Mechanic In Charge	\$124.53	<u>7D</u>	<u>4A</u>	
King	Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$21.34	<u>5B</u>	<u>1R</u>	
King	Fence Erectors	Fence Erector	\$54.65	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Fence Erectors	Fence Laborer	\$54.65	<u>15J</u>	11P	<u>8Y</u>
King	Flaggers	Journey Level	\$54.65	<u>15J</u>	11P	<u>8Y</u>
King	Glaziers	Journey Level	\$82.16	<u>7L</u>	<u>1Y</u>	<u> </u>
King	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$91.81	<u>15H</u>	<u>11C</u>	
King	Heating Equipment Mechanics	Journey Level	\$99.92	<u>7F</u>	<u>1E</u>	
King	Hod Carriers & Mason Tenders	Journey Level	\$67.38		11P	<u>8Y</u>
King	Industrial Power Vacuum Cleaner	Journey Level	\$16.66		1	<u></u>
King	Inland Boatmen	Boat Operator	\$71.28	<u>5B</u>	1 <u>K</u>	
King	Inland Boatmen	Cook	\$69.70	<u>5B</u>	1K	
King	Inland Boatmen	Deckhand	\$70.00	<u>5B</u>	1K	
King	Inland Boatmen	Deckhand Engineer	\$69.55	<u>5B</u>	1K	
King	Inland Boatmen	Launch Operator	\$71.23			
				<u>5B</u>	<u>1K</u>	
King	Inland Boatmen	Mate	\$89.12	<u>5B</u>	1K	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator	\$51.27	<u>15M</u>	<u>110</u>	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer Operator	\$51.27	<u>15M</u>	<u>110</u>	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$51.27	<u>15M</u>	<u>110</u>	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$49.20	<u>15M</u>	<u>110</u>	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$42.99	<u>15M</u>	<u>110</u>	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	TV Truck Operator	\$46.10	<u>15M</u>	110	
King	Insulation Applicators	Journey Level	\$78.96	<u>15J</u>	<u>11U</u>	
King	<u>Ironworkers</u>	Journeyman	\$90.82	<u>15K</u>	11N	
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$63.87	<u>15J</u>	11P	<u>8Y</u>
King	<u>Laborers</u>	Airtrac Drill Operator	\$65.75	<u>15J</u>	11P	<u>8Y</u>
King	Laborers	Ballast Regular Machine	\$63.87	15J	11P	<u>8Y</u>
	Laborers	-	\$54.65			
King King	<u>Laborers</u>	Batch Weighman Brick Pavers	\$63.87	<u>15J</u> <u>15J</u>	<u>11P</u> <u>11P</u>	<u>8Y</u> 8Y
King	Laborers	Brush Hag Fooder	\$63.87	<u>15J</u>	11P	<u>8Y</u>
King	Laborers	Brush Hog Feeder	\$63.87	<u>15J</u>	11P	<u>8Y</u>
King	<u>Laborers</u>	Burner	\$63.87	<u>15J</u>	11P	<u>8Y</u>
King	<u>Laborers</u>	Caisson Worker	\$65.75	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Carpenter Tender	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Cement Dumper-paving	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers	Cement Finisher Tender	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Change House Or Dry Shack	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Chipping Gun (Under 30 Lbs.)	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Choker Setter	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers	Chuck Tender	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Clary Power Spreader	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Clean-up Laborer	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers	Concrete Dumper/Chute Operator	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers	Concrete Form Stripper	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers	Concrete Placement Crew	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>

King	Laborers	Concrete Saw Operator/Core Driller	\$64.98	<u>15J</u>	<u>11P</u>	8Y
King	Laborers	Crusher Feeder	\$54.65	<u>15J</u>	11P	<u>8Y</u>
King	Laborers	Curing Laborer	\$63.87	<u></u> <u>15J</u>	11P	<u>8Y</u>
King	<u>Laborers</u>	Demolition: Wrecking & Moving (Incl. Charred Material)	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Ditch Digger	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers	Diver	\$65.75	<u>15J</u>	11P	<u>8Y</u>
King	<u>Laborers</u>	Drill Operator (Hydraulic, Diamond)	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers	Dry Stack Walls	\$63.87	15J	11P	8Y
King	<u>Laborers</u>	Dump Person	\$63.87	15J	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Epoxy Technician	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Erosion Control Worker	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Faller & Bucker Chain Saw	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Fine Graders	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Firewatch	\$54.65	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers	Form Setter	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers	Gabian Basket Builders	\$63.87	<u>15J</u>	11P	8Y
King	Laborers	General Laborer	\$63.87	<u>15J</u>	<u>11P</u>	8Y
King	Laborers	Grade Checker & Transit Person	\$67.38	<u>15J</u>	11P	<u>8Y</u>
King	<u>Laborers</u>	Grinders	\$63.87	<u>15J</u>	11P	<u>8Y</u>
King	Laborers	Grout Machine Tender	\$63.87	<u>15J</u>	11P	<u>8Y</u>
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Guardrail Erector	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Hazardous Waste Worker (Level A)	\$65.75	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Hazardous Waste Worker (Level B)	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Hazardous Waste Worker (Level C)	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	High Scaler	\$65.75	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Jackhammer	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Laserbeam Operator	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Maintenance Person	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Manhole Builder-Mudman	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Material Yard Person	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Mold Abatement Worker	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Motorman-Dinky Locomotive	\$67.48	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$67.38	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Pavement Breaker	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Pilot Car	\$54.65	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Pipe Layer (Lead)	\$67.38	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Pipe Layer/Tailor	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Pipe Pot Tender	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Pipe Reliner	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Pipe Wrapper	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Pot Tender	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Powderman	\$65.75	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers	Powderman's Helper	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Power Jacks	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers	Power Washer	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Railroad Spike Puller - Power	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Raker - Asphalt	\$67.38	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Re-timberman	\$65.75	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers	Remote Equipment Operator	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Rigger/Signal Person	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Rip Rap Person	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers	Rivet Buster	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>

King	Laborers	Rodder	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers	Scaffold Erector	\$63.87	15J	11P	8 <u>Y</u>
King	Laborers	Scale Person	\$63.87	15 <u>J</u>	11P	<u>8Y</u>
King	Laborers	Sloper (Over 20")	\$64.98	<u>15J</u>	11P	<u>8Y</u>
King	Laborers	Sloper Sprayer	\$63.87	<u>15J</u>	11P	<u>8Y</u>
King	Laborers	Spreader (Concrete)	\$64.98	15J	11P	<u>8Y</u>
King	Laborers	Stake Hopper	\$63.87	15J	11P	<u>8Y</u>
King	Laborers	Stock Piler	\$63.87	15J	11P	8 <u>Y</u>
King	Laborers	Swinging Stage/Boatswain Chair	\$54.65	15J	11P	8 <u>Y</u>
King	Laborers	Tamper & Similar Electric, Air & Gas	\$64.98	15J	11P	8 <u>Y</u>
		Operated Tools				
King	<u>Laborers</u>	Tamper (Multiple & Self-propelled)	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Toolroom Person (at Jobsite)	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Topper	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Track Laborer	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Track Liner (Power)	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Traffic Control Laborer	\$58.20	<u>15J</u>	<u>11P</u>	<u>9C</u>
King	<u>Laborers</u>	Traffic Control Supervisor	\$61.47	<u>15J</u>	<u>11P</u>	<u>9C</u>
King	<u>Laborers</u>	Truck Spotter	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers	Tugger Operator	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 0-30 psi	\$200.40	<u>15J</u>	<u>11P</u>	<u>9B</u>
King	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$205.43	<u>15J</u>	<u>11P</u>	<u>9B</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$209.11	<u>15J</u>	<u>11P</u>	<u>9B</u>
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$214.81	<u>15J</u>	<u>11P</u>	<u>9B</u>
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$216.93	<u>15J</u>	<u>11P</u>	<u>9B</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$222.03	<u>15J</u>	<u>11P</u>	<u>9B</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$223.93	<u>15J</u>	<u>11P</u>	<u>9B</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$225.93	<u>15J</u>	<u>11P</u>	<u>9B</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$227.93	<u>15J</u>	<u>11P</u>	<u>9B</u>
King	<u>Laborers</u>	Tunnel Work-Guage and Lock Tender	\$67.48	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Tunnel Work-Miner	\$67.48	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Vibrator	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Vinyl Seamer	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Watchman	\$49.97	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Welder	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Well Point Laborer	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers</u>	Window Washer/Cleaner	\$49.97	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Laborers - Underground Sewer & Water	General Laborer & Topman	\$63.87	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Laborers - Underground Sewer &amp; Water</u>	Pipe Layer	\$64.98	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	<u>Landscape Construction</u>	Landscape Construction/Landscaping Or Planting Laborers	\$49.97	<u>15J</u>	<u>11P</u>	<u>8Y</u>
King	Landscape Construction	Landscape Operator	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Landscape Maintenance	Groundskeeper	\$17.87		1	
King	<u>Lathers</u>	Journey Level	\$78.76	<u>150</u>	<u>11S</u>	
King	<u>Marble Setters</u>	Journey Level	\$71.82	<u>7E</u>	<u>1N</u>	
King	Metal Fabrication (In Shop)	Fitter/Certified Welder	\$42.17	<u>15l</u>	<u>11E</u>	
King	Metal Fabrication (In Shop)	General Laborer	\$30.07	<u>15l</u>	<u>11E</u>	
King	Metal Fabrication (In Shop)	Mechanic	\$43.63	<u>15l</u>	<u>11E</u>	

King	<u>Metal Fabrication (In Shop)</u>	Welder/Burner	\$39.28	<u>15l</u>	<u>11E</u>	
King	<u>Millwright</u>	Journey Level	\$80.28	<u>5A</u>	<u>1B</u>	
King	<u>Modular Buildings</u>	Cabinet Assembly	\$16.66		1	
King	<u>Modular Buildings</u>	Electrician	\$16.66		<u>1</u>	
King	<u>Modular Buildings</u>	Equipment Maintenance	\$16.66		1	
King	<u>Modular Buildings</u>	Plumber	\$16.66		1	
King	<u>Modular Buildings</u>	Production Worker	\$16.66		<u>1</u>	
King	<u>Modular Buildings</u>	Tool Maintenance	\$16.66		<u>1</u>	
King	Modular Buildings	Utility Person	\$16.66		<u>1</u>	
King	Modular Buildings	Welder	\$16.66		<u>1</u>	
King	<u>Painters</u>	Journey Level	\$54.71	<u>6Z</u>	<u>11J</u>	
King	<u>Pile Driver</u>	Crew Tender	\$86.81	<u>15J</u>	<u>11U</u>	<u>9L</u>
King	<u>Pile Driver</u>	Journey Level	\$80.50	<u>15J</u>	<u>11U</u>	<u>9L</u>
King	<u>Plasterers</u>	Journey Level	\$73.54	<u>7Q</u>	<u>1R</u>	
King	Plasterers	Nozzleman	\$77.54	<u>7Q</u>	<u>1R</u>	
King	Playground & Park Equipment Installers	Journey Level	\$16.66		1	
King	Plumbers & Pipefitters	Journey Level	\$107.59	<u>6Z</u>	<u>1G</u>	
King	Power Equipment Operators	Asphalt Plant Operators	\$89.02	<u>15J</u>	11G	<u>8X</u>
King	Power Equipment Operators	Assistant Engineer	\$83.69	<u>15J</u>	11G	<u>8X</u>
King	Power Equipment Operators	Barrier Machine (zipper)	\$88.22	15J	11G	<u>8X</u>
King	Power Equipment Operators	Batch Plant Operator: concrete	\$88.22	15J	11G	<u>8X</u>
King	Power Equipment Operators	Boat Operator	\$87.82	<u>133</u> <u>7A</u>	11H	8X
	Power Equipment Operators	Bobcat	\$83.69	<u>7A</u> 15J		
King					11G	<u>8X</u>
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Brooms	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Bump Cutter	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Cableways	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Chipper	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Compressor	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Conveyors	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Cranes Friction: 200 tons and over	\$90.46	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$82.59	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$88.67	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$87.03	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$89.60	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$90.46	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$87.82	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$89.60	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$86.36	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Crusher	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>

King	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Derricks, On Building Work	\$87.82	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Dozers D-9 & Under	\$87.54	15J	11G	<u>8X</u>
King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$87.54	<u>15J</u>	11G	<u>8X</u>
King	Power Equipment Operators	Drilling Machine	\$89.91	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Gradechecker/Stakeman	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Guardrail Punch	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- road Equipment Under 45 Yards	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Horizontal/Directional Drill Locator	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Horizontal/Directional Drill Operator	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$86.36	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$82.59	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Leverman	\$90.84	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Loaders, Plant Feed	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Locomotives, All	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Material Transfer Device	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$89.91	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Motor Patrol Graders	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$87.03	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$88.67	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$87.82	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Pavement Breaker	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Posthole Digger, Mechanical	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Power Plant	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Pumps - Water	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Rigger and Bellman	\$82.59	<u>7A</u>	<u>11H</u>	<u>8X</u>

King	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$86.36	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Rollagon	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Saws - Concrete	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Service Engineers: Equipment	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$89.91	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$90.84	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Slipform Pavers	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Spreader, Topsider & Screedman	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Subgrader Trimmer	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Tower Bucket Elevators	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$89.60	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$88.67	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$90.46	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Trenching Machines	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$87.03	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$86.36	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Welder	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators	Yo Yo Pay Dozer	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Boat Operator	\$87.82	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Brooms	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>

King	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Cableways	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Chipper	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Compressor	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$90.46	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$82.59	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$88.67	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$87.03	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$89.60	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$90.46	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$87.82	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$89.60	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$86.36	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Crusher	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$87.82	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$89.91	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>

King	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- road Equipment Under 45 Yards	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$82.59	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$86.36	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Leverman	\$90.84	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$89.91	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$87.03	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$88.67	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$87.82	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$82.59	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$86.36	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>

King	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$89.91	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$90.84	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$89.60	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$88.67	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$90.46	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$87.54	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$87.03	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$86.36	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Welder	\$89.02	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$83.69	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$88.22	<u>15J</u>	<u>11G</u>	<u>8X</u>
King	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$64.20	<u>5A</u>	<u>4A</u>	
King	Power Line Clearance Tree Trimmers	, ,	\$60.74	<u>5A</u>	<u>4A</u>	
King	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$64.20	<u>5A</u>	<u>4A</u>	
King	Power Line Clearance Tree Trimmers	Tree Trimmer	\$57.29	<u>5A</u>	<u>4A</u>	
King	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$43.05	<u>5A</u>	<u>4A</u>	
King	Refrigeration & Air Conditioning	Journey Level	\$100.35	<u>67</u>	<u>1G</u>	
	Mechanics	, .		<u>-</u>		

King	Residential Brick Mason	Journey Level	\$71.82	<u>7E</u>	<u>1N</u>	
King	Residential Carpenters	Journey Level	\$36.44	<u> </u>	<u>1</u>	
King	Residential Cement Masons	Journey Level	\$46.64		1	
King	Residential Drywall Applicators	Journey Level	\$78.76	<u>15J</u>	<u>+</u> <u>4C</u>	
King	Residential Drywall Tapers	Journey Level	\$36.36	155	1	
	Residential Electricians	Journey Level	\$48.80			
King	Residential Glaziers	Journey Level	\$28.93		1	
King		•			1	
King	Residential Insulation Applicators	Journey Level	\$28.18		1	
King	Residential Laborers	Journey Level	\$29.73		1	
King	Residential Marble Setters	Journey Level	\$27.38		1	
King	Residential Painters	Journey Level	\$23.47		1	
King	Residential Plumbers & Pipefitters	Journey Level	\$61.87		<u>1</u>	
King	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$99.92	<u>7F</u>	<u>1E</u>	
King	Residential Sheet Metal Workers	Journey Level	\$99.92	<u>7F</u>	<u>1E</u>	
King	Residential Soft Floor Layers	Journey Level	\$59.52	<u>7C</u>	<u>3J</u>	
King	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$63.61		<u>1</u>	
King	Residential Stone Masons	Journey Level	\$71.82	<u>7E</u>	<u>1N</u>	
King	Residential Terrazzo Workers	Journey Level	\$67.51	<u></u>	<u>1N</u>	
King	Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		1	
King	Residential Tile Setters	Journey Level	\$21.04		<u>1</u>	
King	Roofers	Journey Level	\$67.45	<u>5A</u>	3 <u>H</u>	
King	Roofers	Using Irritable Bituminous Materials	\$70.45	<u>5A</u>	<u>3H</u>	
King	Sheet Metal Workers	Journey Level (Field or Shop)	\$99.92	<u></u> <u>7F</u>	<u>—</u> 1E	
King	Shipbuilding & Ship Repair	New Construction Boilermaker	\$58.93	<u></u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	New Construction Carpenter	\$51.85	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	New Construction Crane Operator	\$43.00	<u>7V</u>	1	
King	Shipbuilding & Ship Repair	New Construction Electrician	\$58.98	7X	<u>+</u> 4J	
King	Shipbuilding & Ship Repair	New Construction Heat & Frost	\$91.81	15H	<u>11C</u>	
l/in a	Shipbuilding & Ship Repair	Insulator	¢E9.40	77	4.1	
King		New Construction Laborer	\$58.60	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	New Construction Machinist	\$58.79	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$43.00	<u>7V</u>	1	
King	Shipbuilding & Ship Repair	New Construction Painter	\$58.72	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	New Construction Pipefitter	\$59.07	<u>7X</u>	<u>4J</u>	
King	<u>Shipbuilding &amp; Ship Repair</u>	New Construction Rigger	\$58.93	<u>7X</u>	<u>4J</u>	
King	<u>Shipbuilding &amp; Ship Repair</u>	New Construction Sheet Metal	\$58.68	<u>7X</u>	<u>4J</u>	
King	<u>Shipbuilding &amp; Ship Repair</u>	New Construction Shipwright	\$51.85	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$43.00	<u>7V</u>	<u>1</u>	
King	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$58.93	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$58.93	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.85	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>	
King	Shipbuilding & Ship Repair	Ship Repair Electrician	\$58.98	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$91.81	<u>15H</u>	<u>11C</u>	
King	Shipbuilding & Ship Repair	Ship Repair Laborer	\$58.60	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Machinist	\$58.79	<u>7X</u>	4 <u>J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>	
King	Shipbuilding & Ship Repair	Ship Repair Painter	\$58.72	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$59.07	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Rigger	\$58.93	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$58.68	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.85	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>	
J		Journey Level	\$60.46	<u>0</u>	1	

King	Sign Makers & Installers (Non- Electrical)	Journey Level	\$38.53	<u>0</u>	1	
King	Soft Floor Layers	Journey Level	\$63.29	<u>15J</u>	<u>4C</u>	
King	Solar Controls For Windows	Journey Level	\$16.66		1	
King	Sprinkler Fitters (Fire Protection)	Journey Level	\$98.99	<u>5C</u>	<u>1X</u>	
King	Stage Rigging Mechanics (Non Structural)	Journey Level	\$16.66	<del></del>	1	
King	Stone Masons	Journey Level	\$71.82	<u>7E</u>	<u>1N</u>	
King	Street And Parking Lot Sweeper	Journey Level	\$19.09	<u> </u>	1	
	<u>Workers</u>	,	·			2)/
King	Surveyors	Assistant Construction Site Surveyor	\$86.36	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Surveyors	Chainman	\$82.59	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Surveyors	Construction Site Surveyor	\$87.82	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	<u>Surveyors</u>	Drone Operator (when used in conjunction with survey work only)	\$82.59	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	<u>Surveyors</u>	Ground Penetrating Radar Operator	\$82.59	<u>7A</u>	<u>11H</u>	<u>8X</u>
King	Telecommunication Technicians	Journey Level	\$69.69	<u>7E</u>	<u>1E</u>	
King	<u>Telephone Line Construction -</u> <u>Outside</u>	Cable Splicer	\$41.35	<u>5A</u>	<u>2B</u>	
King	<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$27.31	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$34.53	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Telephone Lineperson	\$39.07	<u>5A</u>	<u>2B</u>	
King	Terrazzo Workers	Journey Level	\$67.51	<u>7E</u>	<u>1N</u>	
King	Tile Setters	Journey Level	\$65.51	<u>7E</u>	1N	
King	Tile, Marble & Terrazzo Finishers	Finisher	\$56.34	<u>7E</u> <u>7E</u>	1N	
King	Traffic Control Stripers	All cleanup required in connection with traffic control stripers work (Group 1)	\$92.44	15L	1 <u>K</u>	
King	Traffic Control Stripers	Handling, painting and installing of all car stops, stop signs and any other type sign (Group 2)	\$62.69	<u>15L</u>	<u>1K</u>	
King	Traffic Control Stripers	Installation of guard rail and posts and similar protective devices (Group 2)	\$62.69	<u>15L</u>	<u>1K</u>	
King	<u>Traffic Control Stripers</u>	Installation of parking gates, ticket spitters and other mechanical and automatic control devices (Group 2)	\$62.69	<u>15L</u>	<u>1K</u>	
King	<u>Traffic Control Stripers</u>	Installation of plastic metal or composition button, or lines used instead of paint (Group 1)	\$92.44	<u>15L</u>	<u>1K</u>	
King	<u>Traffic Control Stripers</u>	Line removal; chemical sand and hydro-blast, paint and button (Group 1)	\$92.44	<u>15L</u>	<u>1K</u>	
King	<u>Traffic Control Stripers</u>	Manufacturing and installation of all car stops and control devices and similar traffic regulators (Group 2)	\$62.69	<u>15L</u>	<u>1K</u>	
King	<u>Traffic Control Stripers</u>	Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety and control devices/barricades (Group 2)	\$62.69	<u>15L</u>	<u>1K</u>	
King	<u>Traffic Control Stripers</u>	Painting and installing lines, arrows, bumpers, curbs, etc., on parking lots, air fields, highways, game courts (Group 1)	\$92.44	<u>15L</u>	<u>1K</u>	
King	Traffic Control Stripers	Preparation and maintenance of all surfaces (Group 1)	\$92.44	<u>15L</u>	<u>1K</u>	
King	Traffic Control Stripers	Seal coating, slurry coating and other surface protection (Group 2)	\$62.69	<u>15L</u>	<u>1K</u>	
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$79.40	<u>15J</u>	<u>11M</u>	<u>8L</u>
King	Truck Drivers	Asphalt Mix To 16 Yards	\$78.56	<u>15J</u>	11M	<u>8L</u>
King	Truck Drivers	Dump Truck	\$78.56	15J	11M	<u>8L</u>
King	Truck Drivers	Dump Truck & Trailer	\$79.40	<u>15J</u>	11M	<u>8L</u>

King	Truck Drivers	Other Trucks	\$79.40	<u>15J</u>	<u>11M</u>	<u>8L</u>
King	Truck Drivers - Ready Mix	Transit Mix	\$79.40	<u>15J</u>	<u>11M</u>	<u>8L</u>
King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		<u>1</u>	
King	Well Drillers & Irrigation Pump Installers	Oiler	\$16.66		<u>1</u>	
King	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>	

\*

### **Overtime Codes**

**Overtime calculations** are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

- 1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a fourten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

### Benefit Code Key – Effective 3/5/2025 thru 8/30/2025

### **Overtime Codes Continued**

- 1. 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.
  - O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
  - P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
  - W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
  - Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
  - Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

- 2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - 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.
  - M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
  - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
- 3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
  - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

- 4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage
  - C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
  - D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

#### EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- 4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
  - L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
  - S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).

All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).

U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

### **Overtime Codes Continued**

- 11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
  - The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.
  - D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
    - After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
  - E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.
    - After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

11. F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.

H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

- J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

11. M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.

N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.

Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.

O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

#### **Overtime Codes Continued**

11. P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 a.m. to 6:00 p.m., then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten-hour shifts.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- Q. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.
- R On Monday through Saturday hours worked outside 6:00 am and 7:00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
  - When a holiday falls on a Saturday, the Friday before shall be the observed holiday. When a holiday falls on a Sunday, the following Monday shall be the observed holiday.
- S. The first ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.

All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

11. T. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay.

All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

U. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay.

All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

If, due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a Special Shift may be worked, Monday through Friday, at the straight-time rate. The starting time of work for the Special Shift will be arranged to fit such conditions of work. Such Special Shift shall consist of eight (8) hours of work for eight (8) hours of pay or ten (10) hours of work for ten(10) hours of pay on a four-ten workday schedule.

#### **Holiday Codes**

- 5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
  - C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
  - D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
  - H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).

### **Holiday Codes Continued**

- 5. I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
  - K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
  - L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
  - N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
  - Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
  - R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
  - S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
  - 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. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
  - H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
  - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

#### **Holiday Codes Continued**

- 7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

- 7. G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

- 7. K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
  - X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
  - Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

- 15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - L. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - O. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

#### **Note Codes**

- 8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
  - L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
  - M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
  - N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
  - S. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
  - T. Effective August 31, 2012 A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
  - U. Workers on hazmat projects receive additional hourly premiums as follows Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- 8. V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.

W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

### **Note Codes Continued**

X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

### **Note Codes Continued**

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

- (A) 130' to 199' \$0.50 per hour over their classification rate.
- (B) -200' to 299' -\$0.80 per hour over their classification rate.
- (C) 300' and over \$1.00 per hour over their classification rate.

## **Note Codes Continued**

- 9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
  - Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.
  - C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.
    - Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
  - D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
  - E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
  - F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
  - H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

9. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.

Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Supervisor) provided they are paid at the highest rate at which he/she has worked for the shift.

L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.



CITY HALL 33325 8<sup>TH</sup> Avenue South Federal Way, WA 98003-6325 (253) 835-7000 www.Federalwaywa.gov

#### **EXHIBIT "F"**

#### **TITLE VI ASSURANCES**

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

## 1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### 2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

## 3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

# 4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

## 5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to: Withholding of payments to the contractor under the contract until the contractor complies, and/or; Cancellation, termination, or suspension of the contract, in whole or in part



CITY HALL 33325 8<sup>TH</sup> Avenue South Federal Way, WA 98003-6325 (253) 835-7000 www.Federalwaywa.gov

# 6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

#### **APPENDIX A**

## **SCOPE AND SPECIFICATIONS**

The contractor shall bevel the sidewalk at locations provided by the City. Work shall be completed within 30 days of the City issuing the Task Order.

#### Beveling

All beveling shall meet the most recent proposed Public Right-of-Way Accessibility Guidelines (PROWAG)

- Beveling shall be performed at locations where the uplift is more than ¼ inch and a maximum of 2 inches.
- Upon completion, the beveled edge shall be flush with the adjoining sidewalk
- The maximum slope for beveling is as follows:
  - ¼" to ½" uplift 2:1 (2 Horizontal:1 Vertical) https://www.access-board.gov/prowag/proposed/chapter-r3-technical-requirements/#r30272-vertical-surface-discontinuities
  - Uplift ½" to 2" 12:1 (12 Horizontal:1 Vertical) https://www.access-board.gov/prowag/proposed/chapter-r3-technical-requirements/#r30422-running-slope
- Contractor is responsible for removing and disposing of all debris and waste that was generated
- Should the uplift exceed 2" or if the contractor encounters a location that cannot be beveled, the City should be contacted immediately
- Upon completion, the beveled edges shall not be smooth. The contractor shall roughen the newly beveled surface with a wire brush to meet the following requirements:

ADA Accessibility Guidelines (ADAAG) Appendix 4.5: "The Occupational Safety and Health Administration (OSHA) recommends that walking surfaces have a static coefficient of friction of 0.5." (ASTM test method C 1028-96 on a dry surface).

### **Erosion and Dust Control**

The contractor shall submit an erosion and dust control plan detailing means and methods utilized to prevent dust and debris from migrating from the immediate work site prior to commencing work. At the completion of the concrete beveling work, the contractor shall make the work are free of concrete dust and debris.

### **Pedestrian Traffic Control**

The contractor shall submit a pedestrian traffic control plan prior to commencing work. The contractor shall conduct work so one side of the street's sidewalk is always accessible to pedestrians. Signs and barricades shall be provided to inform the pedestrians of "sidewalk closed ahead" and direction to cross the street at the nearest signal-controlled intersection.

#### **Deliverables**

Upon the completion of work, the contractor shall provide the following Daily Report:

- The location (addresses or description) of the sidewalk that were beveled
- Locations (addresses or description) that could not be beveled and the reason why

- Sidewalk identifier (will be provided by the City)
- Observation ID (will be provided by the City), if no ID provided leave blank
- The coordinates of each uplift being assessed
- The length and maximum height of each uplift being beveled
- The date the uplift was beveled
- Purchase Order (PO) number, if provided
- Task Order (WO) number, if provided

This information should be provided in one of the following formats:

- Shapefile
- ESRI feature class in a File Geodatabase
- Excel spreadsheet with X and Y coordinates

Should the contractor be unable to perform the work at the location provided by the City, the City should be informed immediately. The location should also be included in the deliverables with a note about why it could not be beveled.

### Measurement

Work will be measured in "Inch-Feet." An inch-foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut.

Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5" rise on one side and tapers down to zero rise on the other side is calculated as follows:

$$(0.5'' + 0'')$$
 x 4 FT = 1 inch-foot

#### **Payment**

The unit contract price per inch-foot of concrete beveling work completed shall be full pay for all labor, equipment, materials, tools, and other to provide a completed repair, including, but not limited to: surface preparation; pedestrian traffic control; pre- and post measurements; concrete beveling; erosion and dust control; surface roughening; clean-up; waste removal and disposal; and deliverable documentation.