



***BID AND CONTRACT DOCUMENTS***

***AND***

***SPECIFICATIONS***

***FOR***

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**BROOK LAKE CENTER CONNECTOR**

***RFB # 19-004***

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

***Mailing Address:  
City of Federal Way  
Public Works Department  
Federal Way, WA 98003-6325***

BID AND CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

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**BROOK LAKE CENTER CONNECTOR**

**Project # 284**

***RFB # 19-004***

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Bids Accepted Until 10:00 a.m., March 22, 2019

Bids Opened 10:10 a.m., March 22, 2019

AT:

City of Federal Way  
Hylebos Conference Room  
33325 Eighth Avenue South  
Federal Way, WA 98003

Prepared By:

City of Federal Way  
Public Works Department  
CITY OF FEDERAL WAY, WASHINGTON



# TABLE OF CONTENTS

	PAGE
<b>PUBLIC NOTICE – REQUEST FOR BIDS .....</b>	<b>4</b>
<b>BIDDER’S CHECKLIST .....</b>	<b>6</b>
<b>SECTION 1: INSTRUCTIONS TO BIDDERS.....</b>	<b>8</b>
<b>SECTION 2: GENERAL CONTRACTUAL TERMS AND CONDITIONS.....</b>	<b>15</b>
<b>NO BID RESPONSE FORM (Attachment A) .....</b>	<b>21</b>
<b>BID FORM (Attachment B) .....</b>	<b>22</b>
<b>BID SCHEDULE (Attachment C) .....</b>	<b>24</b>
<b>BID SIGNATURE PAGE (Attachment D).....</b>	<b>25</b>
<b>BID BOND FORM (Attachment E).....</b>	<b>26</b>
<b>SUBCONTRACTOR LIST (Attachment F).....</b>	<b>27</b>
<b>COMBINED AFFIDAVIT AND CERTIFICATION FORM (Attachment G).....</b>	<b>28</b>
<b>CONTRACTOR’S COMPLIANCE STATEMENT (Attachment H).....</b>	<b>30</b>
<b>CONTRACTOR CERTIFICATION – WAGE LAW COMPLIANCE (Attachment I) .....</b>	<b>31</b>
<b>PUBLIC WORKS CONTRACT (Attachment J) .....</b>	<b>32</b>
<b>(with Exhibits A–H and Appendices as attached)</b>	
Exhibit A	Notice of Completion
Exhibit B	Contract Change Order Agreement
Exhibit C	Contractor’s Retainage Option
Exhibit D	Retainage Bond to the City of Federal Way
Exhibit E	Notice to Labor Unions or Other Employment Organizations Nondiscrimination in Employment
Exhibit F	Certificate(s) of Insurance
Exhibit G	Performance/Payment Bond
Exhibit H	Title VI Assurances
<b>SPECIAL PROVISIONS .....</b>	<b>BLUE PAGES</b>
<b>STANDARD PLANS AND DETAILS.....</b>	<b>WHITE PAGES</b>
<b>PREVAILING WAGES AND BENEFIT CODE KEY .....</b>	<b>YELLOW PAGES</b>

**CITY OF FEDERAL WAY  
REQUEST FOR BIDS**

**BROOK LAKE CENTER CONNECTOR**

**RFB # 19-004**

**SUBMITTAL OF SEALED BIDS:**

Notice is hereby given that the City of Federal Way, Washington, will receive sealed bids through March 22, 2019, at 10:00 a.m., at the City Hall Purchasing Office or by US Mail at City of Federal Way, Purchasing Office, 33325 8th Avenue South, Federal Way, Washington 98003. Proposals received after 10:00 a.m. on said date will not be considered.

**PRE-BID MEETING:**

An informational meeting for interested contractors will be held March Monday, March 18, 2019 at 10:00 a.m. at the Project site located at 850 S 356<sup>th</sup> Street, Federal Way, Washington, to discuss the work to be performed. All prospective bidders are strongly encouraged to attend.

**BID OPENING:**

All bids will be opened and read publicly aloud at 10:10 a.m. on Friday March 22, 2019, at the Hylebos Conference Room, 33325 8th Avenue South, Federal Way, Washington, for this RFB.

All bid proposals shall be accompanied by a bid deposit by a cashier's or certified check, or Bid Bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into a contract and furnish satisfactory Performance Bond within the time stated in the specifications, the bid deposit or bond shall be forfeited to the City of Federal Way.

**DESCRIPTION OF WORK:**

This project shall consist of:

Construct a boardwalk made of field built and pre-assembled sections connecting the existing boardwalk path within the Hylebos Wetlands Park to the Brook Lake Center, including all materials, and equipment necessary to perform the Work.

**The Contractor shall complete all work within 30 working days.**

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 John Mulkey, P.E., Street System Project Engineer, by email at john.mulkey@cityoffederalway.com, or by letter addressed to John Mulkey, P.E., Street Systems Project Engineer. The questions must be received by the City on or before Tuesday, March 19, 2019 to allow a written reply to reach all prospective Bidders before the submission of their bids.

**BID DOCUMENTS:**

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to [www.bxwa.com](http://www.bxwa.com) and clicking on "Posted Projects," "Public Works," and "City of Federal Way." This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future

addenda and to place themselves on the "Self-Registered Bidders List." Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

An informational copy of plans, specifications, and addenda are also available for viewing only at the Public Works Department, Federal Way City Hall, 33325 8th Avenue South, Federal Way, Washington.

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49 C.F.R., Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex 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 August 31 , 2019.

**RESERVATION OF RIGHTS:**

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 or her bid after the hour set for the opening thereof unless the award is delayed for a period exceeding thirty (30) days.

Dated the 7<sup>th</sup> day of March, 2019.

## 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)**

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)**

This form is to be executed by the bidder and the surety company unless a certified check is submitted with the bid. The amount of this bond or certified check shall not be less than five percent (5%) of the total bid amount and shall be shown in both words and figures.

**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 following documents are to be executed and delivered to the City within ten (10) calendar days after the Bid is awarded:

**Public Works Contract (Attachment J)**

The successful bidder will fully execute and deliver to the City the Brook Lake Center Connector Public Works Contract ("Contract") from these Bid Documents.

**Contractor's Retainage Option (Exhibit C)**

The successful bidder will fully execute and deliver to the City the Contractor's Retainage Option.

**Contractor's Retainage Bond (Exhibit D) – If Applicable**

If the retainage bond option is chosen, then the successful bidder will fully execute and deliver to the City the Contractor's Retainage Bond.

**Notice to Labor Unions or Other Employment Organizations Nondiscrimination in Employment (Exhibit E)**

If this applies, the successful bidder will sign and post copies of this Notice in conspicuous places available to employees or applicant for employment.

**Certificate of Insurance (Exhibit F)**

The successful bidder will provide a Certificate of Insurance evidencing the insurance requirement set forth in the Contract.

**Performance/Payment Bond (Exhibit G)**

The successful bidder will provide a fully executed Performance/Payment Bond as appropriate.

**Business License**

The successful bidder will provide a copy of a current Business License with the City of Federal Way.

## **SECTION 1: INSTRUCTIONS TO BIDDERS**

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

Sealed bids must be submitted by 10:00 a.m. local time on March 22, 2019, to the Purchasing Office of the City of Federal Way (the "City"), located on the second floor of City Hall, or received by US Mail at City of Federal Way, Purchasing Office, 33325 8th Avenue S, Federal Way, Washington, 98003-6325, and will be publicly opened and read aloud in City Hall Council Chambers on March 22, 2019, at 10:10 a.m. local time.

The City's Purchasing Coordinator must receive the sealed bid before the time and date specified in order to be considered. Telex or facsimile bids will not be accepted. The bidder accepts all risks of late delivery of mailed bids or of misdelivery regardless of fault. Late bids will be returned unopened.

If, after reviewing this document the bidder chooses not to submit a bid, the bidder may complete and return the "No Bid Response Form" provided as Attachment "A" by the date and time indicated above.

### **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. Upon completion, the Bid Form and the bid bond or certified check and any requested information shall be placed in a sealed envelope. On the outside of the envelope, place the bid name, bid number and the time bids are due.

### **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 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 to John Mulkey, P.E., Street Systems Project Engineer, by email at john.mulkey@cityoffederalway.com, or by letter addressed to John Mulkey, P.E., Street Systems Project Engineer. The questions must be received by the City on or before March 19, 2019 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 and Bid Schedule; any bid in which prices are unbalanced in the opinion of the City; any bid accompanied by insufficient or irregular bid bond; 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 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, change orders, 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.
- d. Under penalty of perjury, the bidder shall provide certification that the bidder is in compliance with the responsible bidder criteria in section 1-14(B)(2)(d) and referenced wage payment statutes under RCW 39.04.350(1)(g) and (2).

- 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, if applicable.
- B. *Attachment B* – Bid Form.
- C. *Attachment C* – Bid Schedule.
- D. *Attachment D* – Bid Signature Page.
- E. *Attachment E* – Bid Bond Form.
- F. *Attachment F* – Subcontractor List, if applicable.
- 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
  - 1. 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 Bid Security**

No bid will be considered unless accompanied by either a cashier’s or certified check in an amount equal to five percent (5%) of the Total Bid Price as indicated on Attachment B, “Bid Form,” or a bid bond in the form of Attachment E or a letter of credit for a like amount. The check or bond shall be payable to the City; it shall be forfeited as fixed and liquidated

damages in case the bidder fails, neglects or refuses to enter into a contract for the faithful performance of said work (including the providing of any evidence of insurance and/or performance bond required herein), in the event the contract is awarded to them, within ten (10) days after the award is made. If a bid bond is submitted in lieu of a check, it shall be executed by a corporate surety authorized to transact business in the State of Washington and in the form prescribed in Attachment E, "Bid Bond." If a letter of credit is offered in lieu of a check or bidder's bond, it shall be issued as an irrevocable documentary letter of credit drawn on a banking institution licensed to do business in the State of Washington. The letter of credit shall include instruction and provisions prescribed in Attachment E, "Bid Bond." Any questions as to the qualification of the banking institution or instruction shall be submitted to the City at least ten (10) days prior to the bid submittal date. The check, bidder's bond or letter of credit shall be attached to the bid form.

The City further reserves the right to hold all bids (and the accompanying bid security) from the date of the bid opening until the contract and any performance/payment bond are executed, provided that such period does not exceed ninety (90) days, and each bid shall remain effective during that period.

### **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 8 "Indemnification" of the Public Works 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 -- Brook Lake Center Connector RFB # 19-004

- 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 Mayor 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 Mayor or his or her designee. If the decision is appealed, then the subsequent determination of the Mayor or his or her designee shall issue within five (5) days of the Mayor's 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.

## **SECTION 2: GENERAL CONTRACTUAL TERMS AND CONDITIONS**

### **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 John Mulkey, Street System Engineer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this contract shall be addressed to John Mulkey, Street System Engineer, 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, Bid Bond, Brook Lake Center Connector Contract, General Contractual Terms and Conditions, Contractor's Compliance Statement, Combined Affidavit and Certification Form, Technical Specifications, Addenda and Change Orders, and the Brook Lake Center Connector Special Provisions. 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 Change Orders**

The City may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, 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 change order 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 change order 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 contractual or 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.

## **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 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 Disagreements, Disputes, Claims, and Appeals**

If any disagreements occur with anything required in a change order, another written order, or an oral order from the Project Engineer, including any direction, instruction, interpretation, or determination by the Project Engineer, the Contractor shall follow the procedures outlined in Standard Specification Sections 1-04.5 and 1-09.11, which are incorporated by this reference.

By failing to follow the procedures of Sections 1-04.5 and 1-09.11, the Contractor completely waives any claims for protested Work.

Any claims or causes of action shall be brought only in the Superior Court for King County, Washington.

## **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 recycled content by review of the bidder's or manufacturer's records as a condition of any bid award, in the event of a bidder's protest, or other challenge to the bid accepted.

**Attachment A**

**NO BID RESPONSE FORM**

When submitting a "No Bid," mail this completed form to Federal Way Purchasing, 33325 8th Avenue South, Federal Way, Washington 98003-6325. Be sure the form is in a sealed envelope with the bid number and bid title indicated on the outside of the envelope. The form must be received by the date and time specified for the bid opening as indicated in Section 1-1. Failure to return this form, if not submitting a formal bid, may result in your firm being disqualified from future City projects.

**Bid Number:**            **RFB No. 19-004**

**Bid Title:**            **Brook Lake Center Connector**

- Cannot comply with specifications.
- Cannot meet delivery requirement.
- Do not regularly manufacture or sell the type of commodity involved.
- Other (please specify).

**Explanation of reason(s) checked:**

**Check one of the following:**

- WE DO
- WE DO NOT desire to be retained on the mailing list for future procurements of this commodity.

**Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

**Attachment B**

**BID FORM**

**CITY OF FEDERAL WAY**

**BROOK LAKE CENTER CONNECTOR**

**BID FORM**

Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

<b>ITEM</b>	<b>BID AMOUNT</b>
A) Brook Lake Center Connector	\$
<b>TOTAL BID AMOUNT</b> (including Washington State sales tax, all other government taxes, assessments and charges)	\$

To City Council Members  
City of Federal Way  
33325 8th Ave South  
Federal Way, Washington 98003-6325

Pursuant to and in compliance with your advertisement for bids for construction of the Brook Lake Center Connector, and other documents relating thereto, the undersigned has carefully examined all of the bid and contract documents as the premises and conditions affecting the delivery, supply and maintenance of the Brook Lake Center Connector, and hereby proposes to furnish all labor, materials and perform all work as required in strict accordance with the contract documents, for the above-referenced amount, **inclusive of Washington State sales tax** and all other government taxes, assessments and charges as required by law.

The required bid security consisting of a certified check, bid bond, or cashier's check in an amount of not less than five percent (5%) of the total amount bid is attached hereto, which it is agreed shall be collected and retained by the City as liquidated damages in the event this bid is accepted by the City within forty-five (45) calendar days after the day of the bid opening and the undersigned fails to execute the Brook Lake Center Connector Public Works Contract and to provide the required certificate of insurance to the City, under the conditions thereof, within ten (10) calendar days after the Notice of Award; otherwise said Bid Security will be returned to the undersigned.

Bond or Certified Check \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

The Bidder shall complete this entire Bid Form or this bid may be considered non-responsive. The City may correct obvious mathematical errors.

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.

Receipt of the following Addendums is hereby acknowledged:

Addendum No. \_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_ Date Issued: \_\_\_\_\_

\_\_\_\_\_  
Corporation/Partnership/Individual  
*(Delete Two)*

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Bidder's State License No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bidder's State Tax No.

\_\_\_\_\_  
Title

***Attachment C***

Not Applicable



**Attachment D**

**BID SIGNATURE PAGE**

Date: \_\_\_\_\_

The undersigned bidder hereby proposes and agrees to deliver the equipment and/or services pursuant to the Brook Lake Center Connector and comply with all other terms and conditions of the contract and bid documents of RFB 19-004.

No bidder may withdraw his/her bid for a period of ninety (90) days after the day of bid opening.

The required bid security consisting of a certified check, bid bond, or cashier's check in an amount of not less than five percent (5%) of the total amount will be delivered to the City.

The undersigned individual represents and warrants that he or she is dully authorized to execute the bid and all bid documents on behalf of any partnership, joint venture or corporation.

\_\_\_\_\_  
Corporation/Partnership/Individual  
*(Delete Two)*

\_\_\_\_\_  
Company

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

**Attachment E**

**BID BOND FORM**

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

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Federal Way, as Obligee, in the penal sum of \_\_\_\_\_ and \_\_\_/100 dollars (\$\_\_\_\_\_), for the payment of which the Principal and the Surety bond themselves, their heirs and executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for:

**BROOK LAKE CENTER CONNECTOR**

According to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise, it shall be, and remain in full force and effect, and the Surety shall forthwith pay and forfeit to the Obligee as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

Date: \_\_\_\_\_, 20\_\_.

Received return of deposit in the sum of \$ \_\_\_\_\_.

**Attachment F**

**SUBCONTRACTOR LIST**

Prepared in Compliance with RCW 39.30.060

**BROOK LAKE CENTER CONNECTOR**

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.

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

**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 anti-trust 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, work person, 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.

**BROOK LAKE CENTER CONNECTOR**

Name of Bidder's Firm

\_\_\_\_\_  
Signature of Authorized Representative of Bidder

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(printed/typed name of notary)  
Notary Public in and for the State of Washington  
My commission expires: \_\_\_\_\_

**Attachment H**

**CONTRACTOR'S COMPLIANCE STATEMENT**

(President's Executive Order #11246)

Date: \_\_\_\_\_

This statement relates to a proposal contract with the City of Federal Way named

**BROOK LAKE CENTER CONNECTOR**

I am the undersigned bidder or prospective contractor. I represent that:

I  have,  have not, participated in a previous contract or subcontract subject to the President's Executive Order #11246 (regarding equal employment opportunity) or a preceding similar Executive Order.

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_  
Signature

Its: \_\_\_\_\_  
Title

\_\_\_\_\_  
\_\_\_\_\_  
Address



**Attachment J**

**PUBLIC WORKS CONTRACT  
FOR  
BROOK LAKE CENTER CONNECTOR**

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is made by and between the City of Federal Way, a Washington municipal corporation ("City or Owner"), and \_\_\_\_\_, a \_\_\_\_\_ ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the Brook Lake Center Connector Project in Federal Way, etc.), located at \_\_\_\_\_, Federal Way, Washington ("Property"); and

B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

**1. SERVICES BY CONTRACTOR**

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described as the Brook Lake Center Connector project, including without limitation:

Construction of a new boardwalk connecting the existing boardwalk trail at the West Hylebos Wetland park to the Brook Lake Center, with field assembled pieces with pin pile foundations, pre-assembled pieces with tire foundations, approach ramp and ramp landing areas within the corridor noted on the plans, ("Work"), in accordance with and as described in the Contract Documents, which include without limitation, this Contract, Request for Bids, Bidder's Checklist, Instructions to Bidders, General Contractual Terms and Conditions, Bid Form, Bid Signature Page, Bid Bond, Combined Affidavit and Certification Form, Contractor's Compliance Statement, Notice of Completion of Public Works Contract attached as Exhibit A, Contract Change Order Agreement attached as Exhibit B, Contractor's Retainage Agreement attached as Exhibit C, Retainage Bond to City of Federal Way attached as Exhibit D, Notice to Labor Unions or Other Employment Organizations Nondiscrimination in Employment attached as Exhibit E, Certificate(s) of Insurance Form attached hereto as Exhibit F, Performance / Payment Bond attached hereto as Exhibit G, Title VI Assurances attached hereto as Exhibit H, current Prevailing Wage Rates attached as Appendix A, 2016 WSDOT / APWA Standard Specifications for Road, Bridge and Municipal Construction, together with the APWA Supplemental (Division 1-99) ("Standard Specifications") and all other Appendices attached hereto and incorporated by this reference, (collectively the "Contract Documents"), which Work shall be completed 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.

1.2 Completion Date. The Work shall be commenced within five (5) days of receipt by the Contractor of the City's Notice to Proceed. The Work shall be completed on or before \_\_\_\_\_, 20\_\_. In the event the Work is not substantially completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in the



formula included in Section 1.3 of this Contract. The Work shall not be deemed completed until the City has accepted the Work and delivered a written Notice of Completion of Public Works Contract in the form attached hereto as Exhibit "A."

1.3 Liquidated Damages. Time is of the essence of the Contract. Delays inconvenience the public and cost taxpayers undue sums of money, adding time needed for administration, inspection, and supervision. It is impractical for the City to calculate the actual cost of delays. Accordingly, the Contractor agrees to pay liquidated damages calculated on the following formula for its failure to complete this Contract on time:

- (1) To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for completion, and
- (2) To authorize the City to deduct these liquidated damages from any money due or coming due to the Contractor.

### **LIQUIDATED DAMAGES FORMULA**

$$LD = \frac{0.15C}{T}$$

Where: LD = Liquidated damages per working day (rounded to the nearest dollar).  
C = Original Contract amount.  
T = Original time for completion.

When the Work is completed to the extent that the City has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, the City may determine the Work is complete. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete this entire Contract.

1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors.

1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies, as now existing or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection or other fees, at its sole cost and expense.

1.6 Change Orders. The City may, at any time, without notice to sureties, order changes within the scope of the Work. Contractor agrees to fully perform any such alterations or additions to the Work. All such change orders shall be in the form of the Contract Change Order Agreement attached hereto as Exhibit "B," which shall be signed by both the Contractor and the City, shall specifically state the change of the Work, the completion date for such changed Work, and any increase or decrease in the compensation to be paid to Contractor as a result of such change in the Work. Oral change orders shall not be binding upon the City unless confirmed in writing by the City. If any change hereunder causes an increases 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.

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written change order from the City or after giving 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 will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

1.7 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 Total Compensation 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 change order adjusting the price and the delivery schedule.

1.8 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.

1.9 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City of Federal Way.

## **2. TERM**

This Contract shall commence on the effective date of this Contract and continue until the completion of the Work, which shall be no later than \_\_\_\_\_, 20\_\_\_\_ to complete, and the expiration of all warranties contained in the Contract Documents ("Term").

## **3. WARRANTY**

3.1 Requisite Skill. The Contractor warrants that it has the requisite skill to complete the Work, and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Federal Way by obtaining a City of Federal Way business registration. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

3.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work 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 as more fully set forth in the General Conditions of the Contract; provided, however, that this warranty may extend beyond this time period pursuant to the warranties as specified in the special provisions, contract plans, other parts of the Contract Documents, or as attached hereto as an appendix and incorporated by this reference. This warranty shall survive termination of this Contract. Conducting of tests and inspections, review of specifications or plans, payment for goods or services, or acceptance by the City does not

constitute waiver, modification or exclusion of any express or implied warranty or any right under this Contract or law.

#### **4. COMPENSATION**

4.1 Total Compensation. In consideration of the Contractor performing the Work, the City agrees to pay the Contractor an amount not to exceed \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_), which amount shall constitute full and complete payment by the City ("Total Compensation").

4.2 Contractor Responsible for Taxes. 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 Contract.

4.3 Nonpayment. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City.

4.4 Method of Payment. The basis of payment will be the actual quantities of work performed according to the contract and as specified for payment. Payments will be made for work and labor performed and materials furnished under the contract according to the price in the proposal unless otherwise provided. Partial payments will be made once each month, based on partial estimates prepared by the Engineer and signed by the Contractor. Failure to perform any obligation under this Contract may be adequate reason for the City to withhold payments until the obligation is performed.

Upon completion of all work and after final inspection, the amount due the Contractor under the contract will be paid based upon the final estimate made by the Engineer and signed by the Contractor.

Payment to the Contractor for partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

4.5 Retainage. Pursuant to Chapter 60.28 RCW, five percent (5%) of the Total Compensation shall be retained by the City to assure payment of Contractor's state sales tax as well as payment of subcontractors, suppliers and laborers. Upon execution of this Contract, Contractor shall complete, execute and deliver to the City the Contractor Retainage Agreement attached hereto as Exhibit "C" or execute the Retainage Bond attached hereto as Exhibit "D." No payments shall be made by the City from the retained percentage fund ("Fund") nor shall the City release any retained percentage escrow account to any person, until the City has received from the Department of Revenue a certificate that all taxes, increases, and penalties due from the Contractor and all taxes due and to become due with respect to the Contract have been paid in full or that they are, in the Department's opinion, readily collectible without recourse to the State's lien on the retained percentage. Upon non-payment by the general contractor, any supplier or subcontractor may file a lien against the retainage funds, pursuant to Chapter 60.28 RCW. Subcontractors or suppliers are required to give notice of any lien within forty-five (45) days of the completion of the Work and in the manner provided in RCW 39.08.030. Within sixty (60) days after completion of all Work on this Contract, the City shall release and pay in full the money held in the Fund, unless the City becomes aware of outstanding claims made against this Fund.

#### **5. EQUAL OPPORTUNITY EMPLOYER**

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, 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, advertising, layoff 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 VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination. 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 H.

## **6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST**

6.1 It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that 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 or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. 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. It is recognized that Contractor may or will be performing professional services during the Term for other parties; provided, however, that 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.

6.2 If the Contractor is a sole proprietorship or if this is a contract 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.

## **7. CITY'S RIGHT TO TERMINATE CONTRACT**

7.1 Termination Without Cause. Prior to the expiration of the Term, this Contract may be terminated without cause upon oral or written notice delivered to Contractor from the City. Upon termination, all supplies, materials, labor and/or equipment furnished prior to such date shall, at the City's option, become its property. In the event Contractor is not in breach of any of the provisions of this Contract, Contractor will be paid for any portion of the Work which has been completed to the City's satisfaction, calculated by the percentage amount that portion of the Work completed and accepted by the City bears to the Total Compensation.

7.2 Termination For Cause. The City may immediately terminate this Contract, take possession of the Property and all materials thereon and finish the Work by whatever methods it may deem expedient, upon the occurrence of any one or more of the following events:

- (1) If the Contractor should be adjudged a bankrupt.

- (2) If the Contractor should make a general assignment for the benefit of its creditors.
- (3) If a receiver should be appointed on the account of insolvency of Contractor.
- (4) If Contractor should persistently or repeatedly refuse or fail to supply a sufficient number of properly skilled workmen or proper materials for completion of the Work.
- (5) If the Contractor should fail to complete the Work within the time specified in this Contract.
- (6) If the Contractor should fail to complete the Work in compliance with the plans and specifications, to the City's satisfaction.
- (7) If the Contractor should fail to make prompt payment to subcontractors or for material labor.
- (8) If Contractor should persistently disregard laws, ordinances or regulations of federal, state, or municipal agencies or subdivisions thereof.
- (9) If Contractor should persistently disregard instructions of the Mayor or his or her representative.
- (10) If Contractor shall be in breach or violation of any term or provision of this Contract, or
- (11) If the Work is not being performed pursuant to RCW 49.28.050 or 49.28.060.

7.3 Result of Termination. In the event that this Contract is terminated for cause by the City, the City may do any or all of the following:

- (1) Stop payments. The City shall cease any further payments to Contractor and Contractor shall be obligated to repay any payments it received under this contract.
- (2) Complete Work. The City may, but in no event is the City obligated to, complete the Work, which Work may be completed by the City's agents, employees or representatives or the City may retain independent persons or entities to complete the Work. Upon demand, Contractor agrees to pay to the City all of its costs and expenses in completing such Work.
- (3) Take Possession. The City may take possession of the Property and any equipment and materials on the Property and may sale the same, the proceeds of which shall be paid to the City for its damages.
- (4) Remedies Not Exclusive. No remedy or election under this Contract shall be deemed an election by the City but shall be cumulative and in addition to all other remedies available to the City at law, in equity or by statute.

## **8. INDEMNIFICATION**

8.1 Contractor Indemnification. The Contractor agrees to indemnify, defend, and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) 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 Contract to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Contract. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. 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.

8.2 City Indemnification. The City agrees to indemnify, defend, and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licenses, or representatives, arising from, resulting from or connected with this Contract to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

8.3 Survival. The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

## 9. **INSURANCE**

9.1 Minimum Limits. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating which is satisfactory to the City:

- (1) Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;
- (2) Commercial general liability insurance with combined single limits of liability not less than \$5,000,000 for bodily injury, including personal injury or death, products liability and property damage.
- (3) Automobile liability insurance with combined single limits of liability not less than \$2,000,000 for bodily injury, including personal injury or death and property damage.

9.2 Endorsements. Each insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees, volunteers and agents shall each be named as additional insured.
- (2) Coverage may not be terminated or reduced in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to the City.
- (3) Coverage shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of Contractor's insurance.

(4) Coverage shall apply to each insured separately against whom claim is made or suit is brought.

(5) Coverage shall be written on an "occurrence" form as opposed to a "claims made" or "claims paid" form.

9.3 Verification. Contractor shall furnish the City with certificates of insurance evidencing the coverage required by the Section, in compliance with the Certificate(s) of Insurance Form attached hereto as Exhibit "F," which certificate must be executed by a person authorized by the insurer to bind coverage on its behalf. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

9.4 Subcontractors. Contractors shall include all subcontractors as additional insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

9.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be disclosed by Contractor and approved in writing by the City. At the option of the City, Contractor shall either reduce or eliminate such deductibles or self-insured retentions or procure a bond guaranteeing payment for any amounts not covered by the insurance by reason of such deductibles or self-insured retentions.

9.6 Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the Risk Manager.

9.7 Termination. The Contractor's failure to provide the insurance coverage required by this Section shall be deemed to constitute non-acceptance of this Contract by the Contractor and the City may then award this Contract to the next lower bidder.

## **10. PERFORMANCE/PAYMENT BOND**

Pursuant to RCW 39.08.010, Contractor shall post a Performance/Payment Bond in favor of the City, in the form attached to this Contract as Exhibit "G" 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; and to guarantee Contractor's payment of all laborers, mechanics, subcontractors and material persons. Contractor's obligations under this Contract shall not be limited to the dollar amount of the bond.

## **11. SAFETY**

Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA 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 Work for the protection of its employees

and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against any known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from danger 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 execution 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.

## **12. PREVAILING WAGES**

12.1 Wages of Employees. This contract is subject to the minimum wage requirements of Chapter 39.12 RCW and Chapter 49.28 RCW (as amended or supplemented). On Federal-aid projects, Federal wage laws and rules also apply. The Hourly minimum rates for wages and fringe benefits are listed in Appendix B. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's "Decision Number" shown in Appendix B.

The Contractor, any subcontractor, and all individuals or firms required by Chapter 39.12 RCW, Chapter 296-127 WAC, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by Chapter 39.12 RCW or the DBRA. Higher wages and benefits may be paid.

When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate unless the state rates are specifically preempted by Federal law.

The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of Chapter 39.12 RCW because of the definition "Contractor" in Chapter 296-127-010 WAC, complies with all the requirements of Chapter 39.12 RCW.

12.2 Exemptions to Prevailing Wage. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Contract do not apply to:

- (1) Sole owners and their spouses;
- (2) Any partner who owns at least 30% of a partnership;
- (3) The President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.

12.3 Reporting Requirements. On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for itself and for each firm covered under Chapter 39.12 RCW that provided work and materials of the contract:

- (1) A copy of an approved "Statement of Intent to Pay Prevailing Wages" State L&I form number F700-029-000. The City will make no payment under this contract for the work performed until this statement has been approved by State L&I and a certified copy of the approved form has been submitted to the City.
- (2) A copy of an approved "Affidavit of Prevailing Wages Paid," State L&I form number F700-007-000. The City will not release to the contractor any funds retained under Chapter 60.28.011 RCW until all of the "Affidavit of Prevailing Wages Paid" forms have been



approved by State L&I and a certified copy of all the approved forms have been submitted to the City.

The Contractor shall be responsible for requesting these forms from the State L&I and for paying any approval fees required by State L&I.

Certified payrolls are required to be submitted by the Contractor to the City, for the Contractor and all subcontractors or lower tier subcontractors.

12.4 Disputes. 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.

### **13. FAILURE TO PAY SUBCONTRACTORS**

In the event the Contractor shall fail to pay any subcontractors or laborers, fail to pay for any materials, or fail to pay any insurance premiums, the City may terminate this Contract and/or the City may withhold from the money which may be due the Contractor an amount necessary for the payment of such subcontractors, laborers, materials or premiums.

### **14. OWNERSHIP OF DOCUMENTS**

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

### **15. CONFIDENTIALITY**

Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept as confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

### **16. 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 this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. 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 Contract.

### **17. CLEAN UP**

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.

## **18. CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITY:**

18.1 Contractor Verification. The Contractor verifies that it has a certificate of registration with the State of Washington; has a current state unified business identifier number; is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3); has industrial insurance as required by Title 51 RCW, if applicable; has an employment security department number as required in Title 50 RCW, if applicable; has a state excise tax registration number as required in Title 82 RCW, if applicable; possesses a valid electrical contractor license as required by Chapter 19.28 RCW, if applicable; and possesses an elevator contractor license as required by Chapter 70.87 RCW, if applicable.

18.2 Subcontractor Contracts. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

18.3 Subcontractor Verification. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria: Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal; Have a current Washington Unified Business Identifier (UBI) number; Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3); Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW, if applicable; A Washington Employment Security Department number, as required in Title 50 RCW, if applicable; A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW, if applicable; An electrical contractor license, if required by Chapter 19.28 RCW, if applicable; An elevator contractor license, if required by Chapter 70.87 RCW.

## **19. GENERAL PROVISIONS**

19.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

19.2 Modification. No provisions of this Contract, including this provision, may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest.

19.3 Full Force and Effect. Any provision of this Contract, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

19.4 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event

the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

19.5 Successors In Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

19.6 Attorney Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Contract shall be King County, Washington.

19.7 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, 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.

19.8 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

19.9 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

19.10 Notices. Any notices required to be given by the City to Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below or by email to John Mulkey, P.E. at john.mulkey@cityoffederalway.com for the City, and to [INSERT CONTRACTOR CONTACT NAME] at [INSERT CONTRACTOR EMAIL ADDRESS] for the Contractor. Any notices may be delivered personally to the addressee of the notice, emailed to the contact listed above, or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

19.11 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

19.12 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

19.13 Compliance with Ethics Code. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation and/or performance of this Contract, this Contract may be rendered null and void, at the City's option.

19.14 Conflicting Provisions. In the event of a conflict between the terms and provisions of any of the Contract Documents, the Mayor or his or her designee shall issue an interpretation of the controlling document, which interpretation shall be final and binding.

DATED the day and year set forth above.

CITY OF FEDERAL WAY:

By: \_\_\_\_\_  
Jim Ferrell, Mayor  
33325 8th Avenue South  
Federal Way, WA 98003-6325

ATTEST:

\_\_\_\_\_  
Stephanie Courtney, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Ryan Call, City Attorney

**[CONTRACTOR'S NAME]:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

**STAFF SELECT APPROPRIATE NOTARY BLOCK FOR APPLICANT**

**[Individual Notary]**

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me, \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.



# EXHIBIT A NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT.



Original  
 Revised # \_\_\_\_\_

## NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: \_\_\_\_\_ Contractor's UBI Number: \_\_\_\_\_

<b>Name &amp; Mailing Address of Public Agency</b>	<b>Department Use Only</b>
	Assigned to: _____
<b>UBI Number:</b> _____	Date Assigned: _____

*Notice is hereby given relative to the completion of contract or project described below*

<b>Project Name</b>	<b>Contract Number</b>	<b>Job Order Contracting</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Description of Work Done/Include Jobsite Address(es)</b>		
Federally funded transportation project? <input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
<b>Contractor's Name</b>	<b>E-mail Address</b>	<b>Affidavit ID*</b>
<b>Contractor Address</b>		<b>Telephone #</b>
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number. <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
Name: _____		Bond Number: _____
<b>Date Contract Awarded</b>	<b>Date Work Commenced</b>	<b>Date Work Completed</b>
		<b>Date Work Accepted</b>
Were Subcontracters used on this project? If so, please complete Addendum A. <input type="checkbox"/> Yes <input type="checkbox"/> No		
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ _____		
Additions (+)	\$ _____	Liquidated Damages \$	_____
Reductions (-)	\$ _____	Amount Disbursed \$	_____
<b>Sub-Total</b>	\$ <u>0.00</u>	Amount Retained \$	_____
Sales Tax Rate _____ %			
(If various rates apply, please send a breakdown)			
Sales Tax Amount	\$ _____		
<b>TOTAL</b>	\$ <u>0.00</u>	<b>TOTAL \$</b>	<u>0.00</u>

**NOTE: These two totals must be equal**

Comments:

**Note:** The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.  
 NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.  
**Submitting Form:** Please submit the completed form by email to all three agencies below.

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_



REV 31 0020e (10/26/15) F215-038-000 10-2014



**EXHIBIT B  
CITY OF FEDERAL WAY  
CONTRACT CHANGE ORDER AGREEMENT**

\_\_\_\_\_  
PROJECT NUMBER

\_\_\_\_\_  
CHANGE ORDER NUMBER

\_\_\_\_\_  
EFFECTIVE DATE

\_\_\_\_\_  
PROJECT TITLE

\_\_\_\_\_  
CONTRACTOR

**SUMMARY OF PROPOSED CHANGES:**

The time provided for completion in the Contract is  Unchanged  Increased  Decreased by \_\_\_\_ Calendar Days. This Document shall become an Amendment to the Contract and all provisions of the Contract not amended herein will apply to this Change Order.

Will this change affect expiration or extent of Insurance coverage?  
If "Yes" Will the Policies Be Extended?

Yes  No  
 Yes  No

PRICE CHANGE

LUMP SUM: INCREASE \$  
UNIT PRICE:

DECREASE \$

THE ITEMS ARE APPROXIMATE OR ESTIMATED QUANTITIES INVOLVED IN THIS CHANGE

ITEM NO.	ITEM	QTY.	UNIT PRICE	ADD OR DELETE
_____	_____	_____	_____	_____

TOTAL NET CONTRACT:

INCREASE \$ \_\_\_\_\_

DECREASE \$ \_\_\_\_\_

**STATEMENT:**

*Payment for the above work will be in accordance with applicable portions of the standard specifications, and with the understanding that all materials, workmanship and measurements shall be in accordance with the provisions of the standard specifications, the contract plans, and the special provisions governing the types of construction. The execution of this Change Order shall constitute full satisfaction and a waiver of any and all claims by the Contractor arising out of, or relating in any way to, the Work identified, to be performed, or deleted pursuant to this Change Order except as specifically described in this Change Order.*

**DEPARTMENT RECAP TO DATE:**

ORIGINAL CONTRACT AMOUNT	\$ _____
PREVIOUS CHANGE ORDERS	\$ _____
THIS CHANGE ORDER	\$ _____
<b>*ADJUSTMENTS</b>	\$ _____
NEW CONTRACT AMOUNT	\$ _____

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DIRECTOR'S SIGNATURE

\_\_\_\_\_  
DATE





**EXHIBIT C  
CONTRACTOR'S RETAINAGE OPTION**

**IDENTIFICATION AND DESCRIPTION**

Project Title: BROOK LAKE CENTER CONNECTOR

RFB No: 19-004

Contractor: \_\_\_\_\_

**GENERAL REQUIREMENTS**

1. In accordance with applicable State Statutes, a contract retainage not to exceed five percent of the moneys earned by the contractor will be reserved by the City.
2. All investments selected are subject to City approval.
3. The final disposition of the contract retainage will be made in accordance with applicable State Statutes.

**CONTRACTOR'S INSTRUCTIONS**

Pursuant to RCW 60.28.011 I hereby notify the City of Federal Way of my instructions for the retainage withheld under the terms of this contract:

- Option 1: Retained in a fund by the City of Federal Way. No interest will be paid to the contractor.
- Option 2: Deposited in an interest bearing account in a bank, mutual savings bank, or savings and loan association. Interest paid to the contractor. Contractor shall have the bank (or other) execute a separate "City of Federal Way Retainage Bank Acceptance Agreement" upon contract award. The City will provide the agreement to the Contractor if this option is selected.
- Option 3: Placed in escrow with a bank or trust company. Contractor shall execute, and have escrow account holder execute a separate "City of Federal Way Construction Retainage Escrow Agreement" upon contract award. The City will provide the agreement to the Contractor if this option is selected. All investments are subject to City approval. The cost of the investment program, and risk thereof, is to be borne entirely by the contractor.
- Option 4: Contractor shall submit a "Retainage Bond" on City-provided form (Exhibit D of this Agreement).

\_\_\_\_\_  
Contractor Signature Date

**EXHIBIT D**  
**RETAINAGE BOND TO CITY OF FEDERAL WAY**  
**BROOK LAKE CENTER CONNECTOR**

KNOW ALL PERSONS BY THESE PRESENTS that we, the undersigned, \_\_\_\_\_, as principal ("Principal"), and \_\_\_\_\_, a Corporation organized and existing under the laws of the State of \_\_\_\_\_, as a surety Corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Contractors with Municipal Corporations, as surety ("Surety"), are jointly and severally held and firmly bonded to the City of Federal Way ("City") in the penal sum of: \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which sum we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

A. This obligation is entered into in pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

B. Pursuant to proper authorization, the Mayor is authorized to enter into a certain contract with the Principal, providing for the Brook Lake Center Connector Project, which contract is incorporated herein by this reference ("Contract"), and

C. Pursuant to State law, Chapter 60.28 RCW, the City is required to reserve from the monies earned by the Principal pursuant to the contract, a sum not to exceed five percent (5%), said sum to be retained by the City as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or material men who shall perform any labor upon such contract or the doing of such work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and the State with the respect to taxes imposed pursuant to Title 82 RCW which may be due from said Principal. Every person performing labor or furnishing supplies towards completion of said improvement or work shall have a lien on said monies so reserved, provided that such notice of the lien of such claimant shall be given in the manner and within the time provided in RCW 39.08.030 as now existing and in accordance with any amendments that may hereafter be provided thereto; and

D. State law further provides that with the consent of the City, the Principal may submit a bond for all or any portion of the amount of funds retained by the public body in a form acceptable to the public body conditioned upon such bond any proceeds therefrom being made subject to all claims and liens and in the same manner and priority as set forth retained percentages pursuant to Chapter 60.28 RCW; and

E. The Principal has accepted, or is about to accept, the Contract, and undertake to perform the work therein provided for in the manner and within the time set forth, for the amount of \$ \_\_\_\_\_; and

F. The City is prepared to release any required retainage money previously paid by the Principal prior to acceptance and successful operation and fulfillment of all other terms of said contract upon being indemnified by these presents,

NOW, THEREFORE, if the Principal shall perform all the provisions of the Contract in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, 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 if the Principal shall pay to the State all taxes imposed pursuant to Title 82 RCW which may be due from such Principal as a result of this contract 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 Contract 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 Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the Contract 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 Retainage Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without 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 Contract, the Surety shall make 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 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.

The parties have executed this instrument under their separate seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

CORPORATE SEAL:

PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

CORPORATE SEAL:

SURETY

By: \_\_\_\_\_

Attorney-in-Fact  
(Attach Power of Attorney)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

CERTIFICATES AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal, was \_\_\_\_\_ of said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Secretary or Assistant Secretary

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Surety in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Surety, was \_\_\_\_\_ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Secretary or Assistant Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Ryan Call, City Attorney

**EXHIBIT E**

**NOTICE TO LABOR UNIONS OR OTHER EMPLOYMENT ORGANIZATIONS  
NONDISCRIMINATION IN EMPLOYMENT**

TO: ALL EMPLOYEES

AND TO: \_\_\_\_\_  
(Name of Union or Organization)

The undersigned currently holds contract(s) with \_\_\_\_\_ involving funds or credit of the City of Federal Way, Washington, or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that, under the provisions of the above contract(s) or subcontract(s) and in accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant of employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION

This notice is furnished to you pursuant to the provisions of the above contract(s) or subcontractor(s) and Executive Order 11246.

Copies of this Notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Complaints may be submitted to: \_\_\_\_\_

City of Federal Way  
33325 8th Avenue South  
Federal Way, WA 98003

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Contractor or subcontractor)

\_\_\_\_\_  
Date

**EXHIBIT F**  
**CERTIFICATE OF INSURANCE**

**EXHIBIT G**

**CITY OF FEDERAL WAY  
PERFORMANCE/PAYMENT 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 as a surety ("Surety"), are held and firmly bonded unto the City of Federal Way, a Washington municipal corporation ("City") in the penal sum of \_\_\_\_\_ Dollars and no/100 (\$\_\_\_\_\_ ) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

The Principal has entered into an Agreement with the City dated \_\_\_\_\_, 20\_\_ for \_\_\_\_\_.

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 hold the City, their 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 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





Notary's signature \_\_\_\_\_  
Notary's printed name \_\_\_\_\_  
Notary Public in and for the State of Washington.  
My commission expires \_\_\_\_\_

CORPORATE SEAL OF SURETY:

SURETY

By: \_\_\_\_\_  
Attorney-in-Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
(Name of Person Executing Bond)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Ryan Call, City Attorney

**EXHIBIT H**  
**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

## **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.

# INTRODUCTION TO THE SPECIAL PROVISIONS

## ***(August 14, 2013 APWA GSP)***

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2018 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

*(March 8, 2013 APWA GSP)*  
*(April 1, 2013 WSDOT GSP)*  
*(April 12, 2018 CFW GSP)*  
*(\*\*\*PROJECT-SPECIFIC SPECIAL PROVISION\*\*\*)*

Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- WSDOT Standard Plans
- City of Federal Way Public Works Development Standards
- National Electric Code, current edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

# DIVISION 1 GENERAL REQUIREMENTS

## **DESCRIPTION OF WORK**

***(March 13, 1995 WSDOT GSP)***

This Contract provides for the improvement of the Brook Lake Center Connector Improvements and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

## **1-01.3 Definitions**

***(January 4, 2016 APWA GSP)***

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

### **Dates**

#### ***Bid Opening Date***

The date on which the Contracting Agency publicly opens and reads the Bids.

#### ***Award Date***

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

#### ***Contract Execution Date***

The date the Contracting Agency officially binds the Agency to the Contract.

#### ***Notice to Proceed Date***

The date stated in the Notice to Proceed on which the Contract time begins.

#### ***Substantial Completion Date***

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

#### ***Physical Completion Date***

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

#### ***Completion Date***

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

#### ***Final Acceptance Date***

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency."

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location.”

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

**Additive**

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

**Alternate**

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

**Business Day**

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

**Contract Bond**

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

**Contract Documents**

See definition for “Contract.”

**Contract Time**

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

**Notice of Award**

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

**Notice to Proceed**

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

**Traffic**

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

**1-02.1 Qualifications of Bidder**

*(January 24, 2011 APWA GSP)*

Before award of a public works Contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

**1-02.2 Plans and Specifications**

*(June 27, 2011 APWA GSP)*

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the Contract, Plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced Plans (11" x 17")	1	Furnished automatically upon award.
Contract Provisions	1	Furnished automatically upon award.
Large Plans (e.g., 22" x 34")	1	Furnished only upon request.

Additional Plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor’s own expense. Electronic Copies will be provided by the City

**1-02.4 Examination of Plans, Specifications, and Site Work**

*(June 27, 2011 APWA GSP)*

**1-02.4(1) General**

*(August 15, 2016 APWA GSP, Option B)*

The first sentence of the last paragraph is revised to read:

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business three (3) business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

**1-02.4(2) Subsurface Information**

*(March 8, 2013 APWA GSP)*

The second sentence in the first paragraph is revised to read:

The Summary of Geotechnical Conditions and the boring logs, if and when included as an appendix to the Special Provisions, shall be considered as part of the Contract.

**1-02.5 Proposal Forms**

*(July 31, 2017 APWA GSP)*

Delete this section and replace it with the following:



The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UBDE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

**1-02.6 Preparation of Proposal**  
***(July 11, 2018 APWA GSP)***

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any Subcontractor to perform those items of work.

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

**(August 2, 2004 WSDOT GSP, OPTION 15)**

Section 1-02.6 is supplemented with the following:

The fifth and sixth paragraphs of Section 1-02.6 are deleted.

**1-02.14 Disqualification of Bidders**

**(May 17, 2018 APWA GSP, OPTION B)**

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. **Delinquent State Taxes**

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

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

3. **Subcontractor Responsibility**

- A. Criterion: The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting

Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

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

5. **Public Bidding Crime**

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

6. **Termination for Cause / Termination for Default**

- A. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances. .

7. **Lawsuits**

- A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating

circumstances and such circumstances are deemed acceptable to the Contracting Agency

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

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

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

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency 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 two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder

Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

**1-02.15 Pre-Award Information**  
***(August 14, 2013 APWA GSP)***

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

**1-03 AWARD AND EXECUTION OF CONTRACT**

**1-03.1 Consideration of Bids**  
***(January 23, 2006 APWA GSP)***

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

**1-03.1(1) Identical Bid Totals**  
***(January 4, 2016 APWA GSP)***

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the

highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful." The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

**1-03.3 Execution of Contract**  
**(October 1, 2005 APWA GSP)**

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 5 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

**1-03.4 Contract Bond**  
**(July 23, 2015 APWA GSP)**

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and

- b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
- 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
  - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
  - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
- 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
- 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
- 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

**1-03.7 Judicial Review**  
***(July 23, 2015 APWA GSP)***

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction.

**1-04 SCOPE OF THE WORK**

**1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda**

***(March 13, 2012 APWA GSP)***

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 1. Addenda,

2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

## **1-05 CONTROL OF WORK**

### **1-05.4 Conformity With and Deviations from Plans and Stakes**

*(\*\*\*PROJECT-SPECIFIC SPECIAL PROVISION\*\*\*)*

Section 1-05.4 is supplemented with the following:

#### **Contractor Surveying – Path**

The boardwalk alignment is not specific to line and grade as it follows the terrain to avoid trees, stumps slopes and other items to minimize impact to the surrounding wetlands. The field built portion of the alignment is laid out so that the boardwalk is built within the planned area are laid out for the path to meet the location for the end of the field built and the beginning of the pre-assembled sections.

The location for the connecting point of the field built and pre-assembled sections will be staked in the field. It is vital to have the field built section's alignment centerline meet as close as possible to that staked location in order for the pre-assembled sections to avoid obstacles in the path, such as trees and stumps, as laid out in the plans.

The Contractor must have the centerline of the boardwalk at the end of the field constructed section match the location of the staked location by a tolerance of  $\pm 0.01$  feet.

### **1-05.7 Removal of Defective and Unauthorized Work**

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.



Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in Contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

### **1-05.11 Final Inspection**

***(October 1, 2005 APWA GSP)***

Delete this section and replace it with the following:

### **1-05.11 Final Inspections and Operational Testing**

#### **1-05.11(1) Substantial Completion Date**

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

#### **1-05.11(2) Final Inspection and Physical Completion Date**

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a

final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of Contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the Contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the Contract have been fulfilled.

#### **1-05.12 Final Acceptance**

Add the following new section.

##### **1-05.12(1) One-Year Guarantee Period** ***(March 8, 2013 APWA GSP)***

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

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

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

#### **1-05.13 Superintendents, Labor and Equipment of Contractor** ***(August 14, 2013 APWA GSP)***

Delete the sixth and seventh paragraphs of this section.

**1-05.15 Method of Serving Notices**

***(March 25, 2009 APWA GSP)***

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new section:

**1-05.16 Water and Power**

***(\*\*\*PROJECT-SPECIFIC SPECIAL PROVISION\*\*\*)***

Water and power will be made available at the site for use by the Contactor.

**1-05.19 Defects Arising in One Year and Remedies**

***(February 15, 2019 CFW GSP)***

Section 1-05.19 is a new section:

The Contractor shall, at its own sole cost and expense, be responsible for correcting all defects in workmanship and material discovered within one year after acceptance of this work by the City of Federal Way. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after acceptance of the corrections by the Owner. Conducting of tests and inspections, review of specifications or plans, payment for goods or services, or acceptance by the City does not constitute waiver, modification, or exclusion of any express or implied warranty or any right under law. This warranty shall survive termination of this Contract.

The Contractor shall start work to remedy such defects within seven (7) calendar days of mailing notice of discovery thereof by the Owner and shall complete such work within a reasonable time. In emergencies, where damage may result from delay or where loss of services may result, such corrections may be made by the Owner, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. These actions will be pursuant to the provisions of Section 1-05.8 of the Standard Specifications.

The Contractor shall be liable for any costs, losses, expenses, or damages, including consequential damages suffered by the Owner resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor extended by Owner in making emergency repairs and cost of engineering, inspection and supervision by the Owner or the Engineer. The Contractor shall hold the Owner harmless from any and all claims which may be made against the Owner as a result of any defective work, and the Contractor shall defend any such claims at his own expense.

The Contractor agrees the above one-year limitation shall not exclude or diminish the Owner's rights under any law to obtain damages and recover costs resulting from defective and unauthorized work discovered after one year but prior to the expiration of the legal time period set forth in RCW 9.16.040 limiting actions upon a contract in writing or liability, expressed or implied, arising out of a written agreement. This warranty may also extend beyond the one year time period pursuant to any other warranties specified in the Special Provisions, Contract Plans, other parts of the Contract Documents, or incorporated by this reference.

**1-06.6 Recycled Materials**  
***(January 4, 2016 APWA GSP)***

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

**1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

**1-07.1 Laws to be Observed**  
***(October 1, 2005 APWA GSP)***

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's Plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not,

and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

### **1-07.2 State Taxes**

Delete this section, including its sub-sections, in its entirety and replace it with the following:

#### **1-07.2 State Sales Tax** ***(June 27, 2011 APWA GSP)***

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a Bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit Bid prices or other Contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

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

#### **1-07.2(1) State Sales Tax — Rule 171**

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

#### **1-07.2(2) State Sales Tax — Rule 170**

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

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

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

### **1-07.2(3) Services**

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

### **1-07.7 Load Limits**

#### ***(March 13, 1995 WSDOT GSP, OPTION 6)***

Section 1-07.7 is supplemented with the following:

If the sources of materials provided by the Contractor necessitate hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

### **1-07.13 Contractor's Responsibility for Work**

#### **1-07.13(4) Repair of Damage**

##### ***(August 6, 2001 WSDOT GSP)***

Section 1-07.13(4) is revised to read:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

### **1-07.16 Protection and Restoration of Property**

#### **1-07.16(2) Vegetation Protection and Restoration**

##### ***(August 2, 2010 WSDOT GSP)***

Section 1-07.16(2) is supplemented with the following:

Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1 foot radius for each inch of trunk diameter at breast height.

Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to twice the radius of the shrub.

Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the diameter of the plant as measured from the outer edge of the plant.

### **1-07.18 Public Liability and Property Damage Insurance**

Delete this section in its entirety, and replace it with the following:

### **1-07.18 Insurance**

***(January 4, 2016 APWA GSP)***

#### **1-07.18(1) General Requirements**

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

**1-07.18(2) Additional Insured**

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- The consultant that completed the preparation of the engineering design and project plans, and its officers, employees, agents, and subconsultants
- Consultants hired by the Contracting Agency for design, construction support, or materials testing.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

**1-07.18(3) Subcontractors**

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

**1-07.18(4) Verification of Coverage**

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:



1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

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

**1-07.18(5) Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Contractor’s maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency’s recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy’s deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

**1-07.18(5)A Commercial General Liability**

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

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

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

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offense

\$1,000,000 Stop Gap / Employers' Liability each Accident

**1-07.18(5)B Automobile Liability**

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

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

**1-07.18(5)C Workers' Compensation**

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

**1-07.18(5)D Excess or Umbrella Liability**

***(January 4, 2016 APWA GSP)***

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than \$3,000,000 each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance.

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

**1-07.18(5)J Pollution Liability**

***(January 4, 2016 APWA GSP)***

The Contractor shall provide a Contractors Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:

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

All entities listed under 1-07.18(2) of these Special Provisions shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.

Such Pollution Liability policy shall provide the following minimum limits:

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

**1-07.28 Communication with Businesses and Property Owners**

***(April 12, 2018 CFW GSP)***

Section 1-07.28 is added:

The Contractor will be responsible for communicating all work activities with the property owners / tenants that are located adjacent to the project. The Contractor, along with the City's inspector & project engineer, shall have one formal meeting (door-to-door project walk-through) with the property owners/tenants prior to the start of construction. It will be the Contractor's responsibility to initiate and set up the meeting.

Thereafter, the Contractor shall keep the property owners / tenants informed of their general work locations and upcoming activities by distributing a monthly status/schedule memo to the businesses. The memo shall be approved by the City's Project Engineer prior to distribution.

## **1-08 PROSECUTION AND PROGRESS**

Add the following new section:

### **1-08.0 Preliminary Matters** ***(May 25, 2006 APWA GSP)***

#### **1-08.0(1) Preconstruction Conference** ***(October 10, 2008 APWA GSP)***

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer, and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction meeting the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

#### **1-08.0(2) Hours of Work** ***(December 8, 2014 APWA GSP)***

Add the following new section:

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction

conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than noon two working days prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

### **1-08.1 Subcontracting**

#### **(May 17, 2018 APWA GSP, OPTION B)**

Delete the eighth paragraph.

Revise the ninth paragraph to read:

The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the Contractor withholds payment to a Subcontractor for any reason including disputed amounts, the Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting Agency identifying the reason for the withholding and a clear description of what the Subcontractor must do to have the withholding released. Retainage withheld by the Contractor prior to completion of the Subcontractors work is exempt from reporting as a payment withheld and is not included in the withheld amount. The Contracting Agency's copy of the notice to Subcontractor for

deferred payments shall be submitted to the Engineer concurrently with notification to the Subcontractor.

### **1-08.3 Progress Schedule**

#### **1-08.3(2)A Type A Progress Schedule** ***(March 13, 2012 APWA GSP)***

Revise this section to read:

The Contractor shall submit 3 copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

### **1-08.4 Prosecution of Work**

Delete this section and replace it with the following:

#### **1-08.4 Notice to Proceed and Prosecution of Work** ***(July 23, 2015 APWA GSP)***

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

### **1-08.5 Time for Completion**

#### ***(September 12, 2016 APWA GSP, OPTION A)***

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the

Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification
  - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
  - f. Property owner releases per Section 1-07.24

***(March 13, 1995 WSDOT GSP, OPTION 7)***

Section 1-08.5 is supplemented with the following:

This project shall be physically complete within 30 working days.

**1-08.6 Suspension of Work**

***(January 2, 2018 WSDOT GSP, OPTION 2)***

Section 1-08.6 is supplemented with the following:

Contract time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 21 calendar days after execution by the Contracting Agency, place purchase orders for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide copies of purchase orders for the critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

The Contractor shall show procurement of the materials listed below as activities in the Progress Schedule. If the approved Progress Schedule indicates the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 21 calendar

days, then contract time shall be suspended upon physical completion of all critical work except that work dependent upon the listed critical materials:

\*\*\* Pin Pile Foundations \*\*\*

Charging of contract time will resume upon delivery of the critical materials to the Contractor or 120 calendar days after execution by the Contracting Agency, whichever occurs first.

**1-08.9 Liquidated Damages**  
***(August 14, 2013 APWA GSP)***

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

**1-09 MEASUREMENT AND PAYMENT**

**1-09.9 Payments**  
***(March 13, 2012 APWA GSP)***

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

## **1-09.11 Disputes and Claims**

### **1-09.11(3) Time Limitation and Jurisdiction** ***(July 23, 2015 APWA GSP)***

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

## **1-09.13 Claim Resolution**

### **1-09.13(3) Claims \$250,000 or Less** ***(October 1, 2005 APWA GSP)***

Delete this Section and replace it with the following:



The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

**1-09.13(3)A Administration of Arbitration**  
***(July 23, 2015 APWA GSP)***

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

**1-10 TEMPORARY TRAFFIC CONTROL**

**1-10.1 General**

**1-10.1(2) Description**  
***(April 12, 2018 CFW GSP)***

Section 1-10.1(2) is supplemented with the following:

**City of Federal Way Project Signs**

City of Federal Way Project signs shall be considered incidental to the Contract. The Contractor shall provide one (1) project sign (4' x 8') per the detail available from the City.

**END OF DIVISION 1**

## DIVISION 2 EARTHWORK

### **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

#### **2-01.1 Description**

*(March 13, 1995 WSDOT GSP, OPTION 1)*

Section 2-01.1 is supplemented with the following:

Clearing and grubbing on this project shall be performed within the following limits:

Limits for clearing & grubbing shall be as shown on the plans. Clearing shall include removal of trees as noted on the plans or as directed by the Engineer to accommodate the improvements. Tree removal shall include removal of stumps and/or grinding of stumps to a depth at least two feet below finish grade.

#### **2-01.3 Construction Requirements**

##### **2-01.3(3) Clearing Limit Fence**

*(April 12, 2018 CFW GSP)*

Section 2-01.3(3) is a new section:

Clearing limit fence shall be 4-feet high, orange, high density polyethylene fencing with mesh openings 1½-inch by 3-inches nominal and weigh at least 7 oz. per linear foot. Either wood or steel posts shall be used. Wood posts shall have minimum dimensions of 1½ inches by 1½ inches by the minimum length of 5 feet, and shall be free of knots, splits, or gouges. Steel posts shall consist of either size No. 6 rebar or larger, ASTM A 120 steel pipe with a minimum diameter of 1 inch, U, T, L or C shape steel posts with a minimum weight of 1.35 lbs./ft. or other steel posts having equivalent strength and bending resistance to the post sizes listed. The spacing of the support posts shall be a maximum of 6½ feet.

#### **2-01.4 Measurement**

Section 2-01.4 is deleted

#### **2-01.5 Payment**

Section 2-01.5 is deleted

### **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

#### **2-02.3 Construction Requirements**

*(February 17, 1998 WSDOT GSP, OPTION 1)*

Section 2-02.3 is supplemented with the following:

##### **Removal of Obstructions**

The Contractor shall remove and dispose of all items shown on the plans and other minor items necessary to complete the work. The following partial list of items to be removed and disposed of is provided for the convenience of the contractor. The contractor shall review the plans, specifications, and project site to verify other items to be removed.

Items to be removed include, but is not limited to, the following:

<b>ITEMS TO BE REMOVED INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING:</b>		
<b>STATION / OFFSET</b>	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>

15+00 to 16+50, 54' RT	Remove bull rail and connecting items from existing deck at match point	6 LF
<b>ITEMS TO BE SALVAGED TO THE CITY INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING:</b>		

Removal of pavements, curbs, sidewalks, concrete, and driveway approaches are included in the "Roadway Excavation Incl. Haul" bid item.

**2-02.3(6) Existing Utilities to Remain**

*(April 12, 2018 CFW GSP)*

2-02.3(6) is a new section:

Utilities indicated in the Plans to remain shall be protected and supported in place in such a manner that they remain functional and undamaged. Utilities indicated to remain that are damaged as a result of Contractor's activity shall be repaired or replaced to the satisfaction of the Contracting Agency at no additional cost.

**2-02.4 Vacant**

Section 2-02.4 is deleted

**2-02.5 Payment**

Section 2-02.5 is deleted

**2-03 ROADWAY EXCAVATION AND EMBANKMENT**

**Section 2-03.3(14)G Backfilling**

*(April 12, 2018 CFW GSP)*

Section 2-03.3(14)G is supplemented with the following:

Remove all water and non-compatible materials from excavations prior to backfilling or attempting to compact embankment soil. Place native soils or provide import Gravel Borrow as required to complete the work. Backfill all embankments in accordance with 2-03.3(14)C, Compacting Earth Embankments, Method C.

**Section 2-03.3(14)N Wet Weather Earthwork**

*(April 12, 2018 CFW GSP)*

Section 2-03.3(14)N is a new section:

Earthwork completed in wet weather or under wet conditions shall be accomplished in small sections to minimize exposure to wet weather. Each section shall be sufficiently small so that the removal of soil and placement of backfill can be accomplished on the same day. No soil shall be left uncompacted and exposed to water. Soil that is too wet for compaction shall be

removed and replaced with Gravel Borrow material. Grading and earthwork should not be accomplished during periods of heavy continuous rainfall.

**2-03.4 Measurement**

Section 2-03.4 is deleted

**2-03.5 Payment**

Section 2-03.5 is deleted

**END OF DIVISION 2**

**DIVISION 3  
AGGREGATE PRODUCTION AND ACCEPTANCE**

**3-01 PRODUCTION FROM QUARRY AND PIT SITES**

**3-01.4 Contractor Furnished Material Sources**

**3-01.4(1) Acquisition and Development**

*(April 12, 2018 CFW GSP)*

Section 3-01.4(1) is supplemented with the following:

No source has been provided for any materials necessary for the construction of these improvements.

If the source of material provided by the Contractor necessitates hauling over roads other than City streets, the Contractor shall, at his own cost and expense, make all arrangements for the use of haul routes.

**END OF DIVISION 3**

# DIVISION 6 STRUCTURES

## **6-20 TIMBER/COMPOSIT BOARDWALKS** *(\*\*\*PROJECT-SPECIFIC SPECIAL PROVISION\*\*\*)*

Section 6-20 is a new section:

### **6-20.1 Description**

The work to be performed shall consist of construction of a new boardwalk connecting the existing boardwalk trail at the West Hylebos Wetland park to the Brook Lake Center, with field assembled pieces with pin pile foundations, pre-assembled pieces with tire foundations, approach ramp and ramp landing areas within the corridor as detailed in the project plans.

### **6-20.2 Materials**

Materials required are shown in the plans and shall meet the requirements of the following sections:

Bolts, Washers, Other Hardware	9-06.22
Timber and Lumber	9-09
Decking	Plan Notes
Tire Foundations	Plan Notes
Pin Pile Foundations	Plan Notes

#### **6-20.2(1) Warranties**

- A. Manufacturer shall warrant all products to be free from defects in materials and workmanship for a minimum of 1 year from the date of installation. Manufacturer shall inspect and repair or replace defective parts during warranty period at no additional cost to Owner.

### **6-20.3 Construction Requirements**

#### 6-20.3(1) Submittals

- A. Submittals for the boardwalk are to be per the Plan Notes and are to be submitted as Type 2 Working Drawings.

#### **6-20.4 Measurement**

“Boardwalk Complete” shall be per Lump Sum and no specific unit of measurement will apply, but measurement will be for the sum total of all items for a complete boardwalk to be furnished.

#### **6-20.5 Payment**

Payment will be made in accordance with Section 1-09.1 for the following Bid Item:

“Boardwalk Complete”, per lump sum.

The lump sum price for “Boardwalk Complete” shall be measured per lump sum for the total of all items and material for a complete boardwalk. All items material and labor necessary to supply and install all pre-assembled sections, field built sections, ramps and associated landing area, delivery and storage of materials, erosion control, demolition of existing boardwalk, and restoration of the landing area.

**END OF DIVISION 6**

## **DIVISION 8 MISCELLANEOUS CONSTRUCTION**

### **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

#### **8-01.3 Construction Requirements**

##### **8.01.3(1) General**

*(April 12, 2018 CFW GSP)*

The first paragraph of 8-01.3(1) is deleted and replaced with the following:

The Contractor shall install a high visibility fence along the right-of-way lines shown in the Plans or as instructed by the Engineer.

##### **8-01.3(2) Seeding, Fertilizing, and Mulching**

###### **8-01.3(2)B Seeding and Fertilizing**

*(January 3, 2006 WSDOT GSP, OPTION 3)*

Section 8-01.3(2)B is supplemented with the following:

Grass seed shall be a commercially prepared mix, made up of low growing species which will grow without irrigation at the project location, and approved by the Engineer. The application rate shall be two pounds per 1000 square feet.

*(January 3, 2006 WSDOT GSP, OPTION 6)*

Section 8-01.3(2)B is supplemented with the following:

Fertilizer shall be a commercially prepared mix of 10-20-20 and shall be applied at the rate of 10 pounds per 1000 square feet.

#### **8-01.4 Measurement**

Section 8-01.4 is deleted

#### **8-01.5 Payment**

Section 8-01.5 is deleted

### **8-12 CHAIN LINK FENCE AND WIRE FENCE**

#### **8-12.2 Materials**

*(Special Provision)*

Section 8-12.2 is supplemented with the following:

(\*\*\*\*\*)

For temporary fencing, posts shall be installed in cement concrete blocks of sufficient size to properly support and secure the temporary chain link fence. Tiebacks and lateral bracing shall be installed where necessary to prevent overturning, particularly where the fence is installed as a barrier between temporary sidewalk and the construction zone.

#### **8-12.4 Measurement**

Section 8-01.4 is deleted



**8-12.5 Payment**

Section 8-01.5 is deleted

**END OF DIVISION 8**

# DIVISION 9 MATERIALS

## **9-03 AGGREGATES**

### **9-03.12 Gravel Backfill**

#### **9-03.12(6) Pit Run Sand**

***(April 12, 2018 CFW GSP)***

Section 9-03.12(6) is a new section:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8" square	100
U.S. No. 4	90
Sand Equivalent	30 minimum

#### **9-03.14(3) Common Borrow**

***(April 12, 2018 CFW GSP)***

Section 9-03.14(3) is modified with the following requirements:

Material from on-site excavations meeting the requirements for Common Borrow shall be used to the extent practicable. Material for common borrow shall consist of granular soil and/or aggregate which is free of trash, wood, debris, and other deleterious material.

Common Borrow material shall be at the proper moisture content for compaction. This material is generally moisture sensitive. The natural moisture content shall range from not more than 1 percent wet of optimum to not more than 3 percent dry of optimum as determined in accordance with Section 2-03.3(14)D. The material shall not pump or yield under the weight of compaction equipment and construction traffic. The Contractor is responsible for protecting the material from excess moisture wherever/whenever possible. To the extent practicable, this material should be handled only during non-rainy periods and should be removed, hauled, placed, and compacted into final embankments without intermediate handling or stockpiling. Surfaces should be graded and sloped to drain and should not be left uncompacted.

Common Borrow shall meet the following gradation limits:

<b>Sieve Size</b>	<b>Percent Passing (by weight)</b>
6" square <sup>1</sup>	100
4" square	90 – 100
2" square	75 - 100
U.S. No. 4	50 - 80
U.S. No. 40	50 max.
U.S. No 200	25 max.

<sup>1</sup> For geosynthetic reinforced walls or slopes, 100percent passing 1¼-inch square sieve and 90 to 100 percent passing the 1-inch square sieve.

Common Borrow shall contain sufficient fines for compaction and to bind the compacted soil mass together to form a stable surface when heavy construction equipment is operated on its surface.

## **9-14 EROSION CONTROL AND ROADSIDE PLANTING**

### **9-14.1 Topsoil**

#### **9-14.1(1) Topsoil Type A** ***(April 12, 2018 CFW GSP)***

Section 9-14.1(1) is supplemented with the following:

Topsoil Type A mix shall be 50% pure organic compost and 50% sand or sandy loam. The soil shall be high in organic content and comprised of fully composted and mature organic materials.

Refer to Section 9-14.4(8) of the Standard Specifications for compost requirements. No fresh sawdust or other fresh wood by-products shall be added to extend the volume after the composting process.

Chemical and physical characteristics of Topsoil Type A shall comply with the following:

Screen Size	7/16" Maximum
Total Nitrogen	0.25% Minimum
Organic Matter	10% Minimum
pH Range	5.5 to 7.5
Conductivity	5 mmhos/cm Maximum

### **9-14.2 Seed**

#### ***(April 12, 2018 CFW GSP)***

Section 9-14.2 is supplemented with the following:

The grass seed dealer shall mix the grass seed only. The Contractor shall furnish the Engineer with a dealer's guaranteed statement of the composition, mixture, and the percentage of purity and germination of each variety. Seed shall be applied at manufacturer's recommended rate. Hydroseed shall be composed of the following varieties mixed in the proportions indicated, or approved equal:

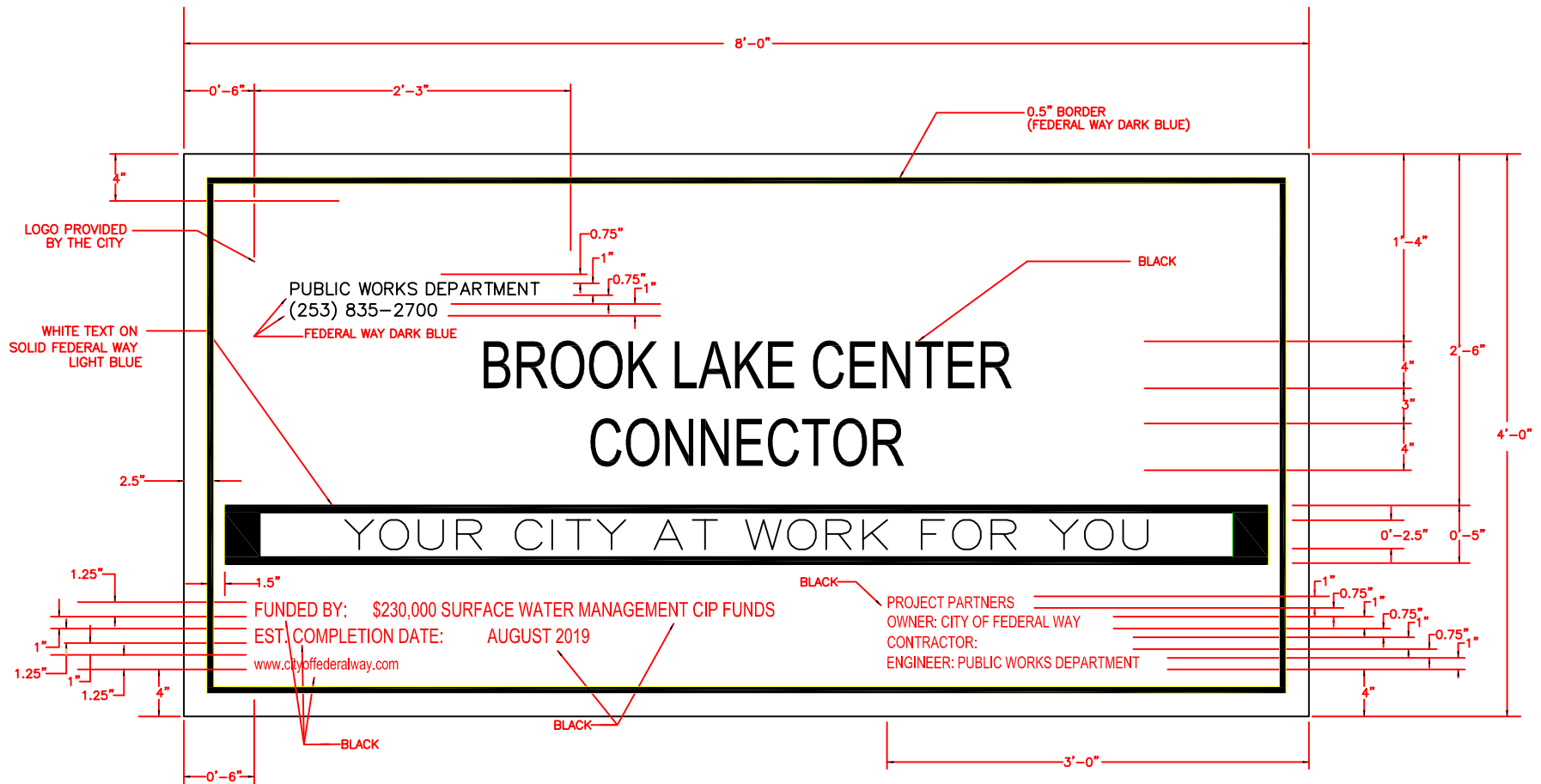
<b>SEEDED LAWN MIXTURE</b>			
<b>NAME</b>	<b>BY WEIG HT</b>	<b>% PURI TY</b>	<b>% GERMINATI ON</b>
Tall Fescue / Festuca arundinacea	40%	98%	90%
Creeping Red Fescue / Festuca rubra	25%	98%	90%
Highland Colonial Bentgrass / Agrostis capillaris var. 'Highland'	5%	98%	90%
Perennial Rye / Lolium perenne (blend of two: 'Fiesta II', 'Prelude II', 'Commander')	30%	95%	90%

## **END DIVISION 9**

**APPENDIX A**  
**STANDARD PLANS AND DETAILS**

NOTES:

1. SIGN TO BE CONSTRUCTED OF 3/4" MARINE GRADE PLYWOOD
2. SIGN TO BE SEALED ON ALL SIDES WITH MARINE GRADE ENAMEL (WHITE).
3. PROVIDE 4"x 4" POSTS, PRESSURE TREATED. SITE CONDITIONS MAY REQUIRE DIFFERENT POST LENGTHS TO KEEP SIGN A PROPER DISTANCE ABOVE PREVAILING GRADE TO PERMIT PUBLIC VIEWING.



**APPENDIX B**  
**PREVAILING WAGE AND BENEFIT CODE KEY**

State of Washington  
 Department of Labor & Industries  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

### Washington State Prevailing Wage

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

#### Journey Level Prevailing Wage Rates for the Effective Date: 03/22/2019

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
King	<a href="#">Asbestos Abatement Workers</a>	Journey Level	\$46.57	5D	1H	
King	<a href="#">Boilermakers</a>	Journey Level	\$66.54	5N	1C	
King	<a href="#">Brick Mason</a>	Journey Level	\$57.32	5A	1M	
King	<a href="#">Brick Mason</a>	Pointer-Caulker-Cleaner	\$57.32	5A	1M	
King	<a href="#">Building Service Employees</a>	Janitor	\$24.63	5S	2F	
King	<a href="#">Building Service Employees</a>	Traveling Waxer/Shampooer	\$25.08	5S	2F	
King	<a href="#">Building Service Employees</a>	Window Cleaner (Non-Scaffold)	\$28.13	5S	2F	
King	<a href="#">Building Service Employees</a>	Window Cleaner (Scaffold)	\$29.03	5S	2F	
King	<a href="#">Cabinet Makers (In Shop)</a>	Journey Level	\$22.74		1	
King	<a href="#">Carpenters</a>	Acoustical Worker	\$60.04	5D	4C	
King	<a href="#">Carpenters</a>	Bridge, Dock And Wharf Carpenters	\$60.04	5D	4C	
King	<a href="#">Carpenters</a>	Carpenter	\$60.04	5D	4C	
King	<a href="#">Carpenters</a>	Carpenters on Stationary Tools	\$60.17	5D	4C	
King	<a href="#">Carpenters</a>	Creosoted Material	\$60.14	5D	4C	
King	<a href="#">Carpenters</a>	Floor Finisher	\$60.04	5D	4C	
King	<a href="#">Carpenters</a>	Floor Layer	\$60.04	5D	4C	
King	<a href="#">Carpenters</a>	Scaffold Erector	\$60.04	5D	4C	
King	<a href="#">Cement Masons</a>	Journey Level	\$60.07	7A	4U	
King	<a href="#">Divers &amp; Tenders</a>	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$113.60	5D	4C	
King	<a href="#">Divers &amp; Tenders</a>	Dive Supervisor/Master	\$76.33	5D	4C	
King	<a href="#">Divers &amp; Tenders</a>	Diver	\$113.60	5D	4C	8V
King	<a href="#">Divers &amp; Tenders</a>	Diver On Standby	\$71.33	5D	4C	
King	<a href="#">Divers &amp; Tenders</a>	Diver Tender	\$64.71	5D	4C	
King	<a href="#">Divers &amp; Tenders</a>	Manifold Operator	\$64.71	5D	4C	
King	<a href="#">Divers &amp; Tenders</a>	Manifold Operator Mixed Gas	\$69.71	5D	4C	
King	<a href="#">Divers &amp; Tenders</a>	Remote Operated Vehicle Operator/Technician	\$64.71	5D	4C	
King	<a href="#">Divers &amp; Tenders</a>	Remote Operated Vehicle Tender	\$60.29	5A	4C	
King	<a href="#">Dredge Workers</a>	Assistant Engineer	\$56.44	5D	3F	
King	<a href="#">Dredge Workers</a>	Assistant Mate (Deckhand)	\$56.00	5D	3F	

King	<a href="#">Dredge Workers</a>	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>	
King	<a href="#">Dredge Workers</a>	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>	
King	<a href="#">Dredge Workers</a>	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>	
King	<a href="#">Dredge Workers</a>	Mates	\$56.44	<u>5D</u>	<u>3F</u>	
King	<a href="#">Dredge Workers</a>	Oiler	\$56.00	<u>5D</u>	<u>3F</u>	
King	<a href="#">Drywall Applicator</a>	Journey Level	\$58.48	<u>5D</u>	<u>1H</u>	
King	<a href="#">Drywall Tapers</a>	Journey Level	\$59.32	<u>5P</u>	<u>1E</u>	
King	<a href="#">Electrical Fixture Maintenance Workers</a>	Journey Level	\$30.59	<u>5L</u>	<u>1E</u>	
King	<a href="#">Electricians - Inside</a>	Cable Splicer	\$81.32	<u>7C</u>	<u>4E</u>	
King	<a href="#">Electricians - Inside</a>	Cable Splicer (tunnel)	\$87.37	<u>7C</u>	<u>4E</u>	
King	<a href="#">Electricians - Inside</a>	Certified Welder	\$78.55	<u>7C</u>	<u>4E</u>	
King	<a href="#">Electricians - Inside</a>	Certified Welder (tunnel)	\$84.34	<u>7C</u>	<u>4E</u>	
King	<a href="#">Electricians - Inside</a>	Construction Stock Person	\$41.49	<u>7C</u>	<u>4E</u>	
King	<a href="#">Electricians - Inside</a>	Journey Level	\$75.80	<u>7C</u>	<u>4E</u>	
King	<a href="#">Electricians - Inside</a>	Journey Level (tunnel)	\$81.32	<u>7C</u>	<u>4E</u>	
King	<a href="#">Electricians - Motor Shop</a>	Journey Level	\$45.08	<u>5A</u>	<u>1B</u>	
King	<a href="#">Electricians - Powerline Construction</a>	Cable Splicer	\$79.60	<u>5A</u>	<u>4D</u>	
King	<a href="#">Electricians - Powerline Construction</a>	Certified Line Welder	\$72.98	<u>5A</u>	<u>4D</u>	
King	<a href="#">Electricians - Powerline Construction</a>	Groundperson	\$47.94	<u>5A</u>	<u>4D</u>	
King	<a href="#">Electricians - Powerline Construction</a>	Heavy Line Equipment Operator	\$72.98	<u>5A</u>	<u>4D</u>	
King	<a href="#">Electricians - Powerline Construction</a>	Journey Level Lineperson	\$72.98	<u>5A</u>	<u>4D</u>	
King	<a href="#">Electricians - Powerline Construction</a>	Line Equipment Operator	\$62.06	<u>5A</u>	<u>4D</u>	
King	<a href="#">Electricians - Powerline Construction</a>	Meter Installer	\$47.94	<u>5A</u>	<u>4D</u>	<u>8W</u>
King	<a href="#">Electricians - Powerline Construction</a>	Pole Sprayer	\$72.98	<u>5A</u>	<u>4D</u>	
King	<a href="#">Electricians - Powerline Construction</a>	Powderperson	\$54.55	<u>5A</u>	<u>4D</u>	
King	<a href="#">Electronic Technicians</a>	Journey Level	\$50.57	<u>7E</u>	<u>1E</u>	
King	<a href="#">Elevator Constructors</a>	Mechanic	\$94.22	<u>7D</u>	<u>4A</u>	
King	<a href="#">Elevator Constructors</a>	Mechanic In Charge	\$101.73	<u>7D</u>	<u>4A</u>	
King	<a href="#">Fabricated Precast Concrete Products</a>	All Classifications - In-Factory Work Only	\$18.25	<u>5B</u>	<u>1R</u>	
King	<a href="#">Fence Erectors</a>	Fence Erector	\$41.45	<u>7A</u>	<u>3I</u>	
King	<a href="#">Fence Erectors</a>	Fence Laborer	\$41.45	<u>7A</u>	<u>3I</u>	
King	<a href="#">Flaggers</a>	Journey Level	\$41.45	<u>7A</u>	<u>3I</u>	
King	<a href="#">Glaziers</a>	Journey Level	\$64.56	<u>7L</u>	<u>1Y</u>	
King	<a href="#">Heat &amp; Frost Insulators And Asbestos Workers</a>	Journeyman	\$73.58	<u>5J</u>	<u>4H</u>	
King	<a href="#">Heating Equipment Mechanics</a>	Journey Level	\$82.51	<u>7F</u>	<u>1E</u>	
King	<a href="#">Hod Carriers &amp; Mason Tenders</a>	Journey Level	\$50.42	<u>7A</u>	<u>3I</u>	
King	<a href="#">Industrial Power Vacuum Cleaner</a>	Journey Level	\$12.00		<u>1</u>	



King	<a href="#">Inland Boatmen</a>	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>	
King	<a href="#">Inland Boatmen</a>	Cook	\$56.48	<u>5B</u>	<u>1K</u>	
King	<a href="#">Inland Boatmen</a>	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>	
King	<a href="#">Inland Boatmen</a>	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>	
King	<a href="#">Inland Boatmen</a>	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>	
King	<a href="#">Inland Boatmen</a>	Mate	\$57.31	<u>5B</u>	<u>1K</u>	
King	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Cleaner Operator, Foamer Operator	\$31.49		1	
King	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Grout Truck Operator	\$12.00		1	
King	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Head Operator	\$24.91		1	
King	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Technician	\$19.33		1	
King	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Tv Truck Operator	\$20.45		1	
King	<a href="#">Insulation Applicators</a>	Journey Level	\$60.04	<u>5D</u>	<u>4C</u>	
King	<a href="#">Ironworkers</a>	Journeyman	\$69.28	<u>7N</u>	<u>1O</u>	
King	<a href="#">Laborers</a>	Air, Gas Or Electric Vibrating Screed	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Airtrac Drill Operator	\$50.42	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Ballast Regular Machine	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Batch Weighman	\$41.45	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Brick Pavers	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Brush Cutter	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Brush Hog Feeder	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Burner	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Caisson Worker	\$50.42	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Carpenter Tender	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Caulker	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Cement Dumper-paving	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Cement Finisher Tender	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Change House Or Dry Shack	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Chipping Gun (under 30 Lbs.)	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Chipping Gun(30 Lbs. And Over)	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Choker Setter	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Chuck Tender	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Clary Power Spreader	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Clean-up Laborer	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Concrete Dumper/chute Operator	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Concrete Form Stripper	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Concrete Placement Crew	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Concrete Saw Operator/core Driller	\$49.81	<u>7A</u>	<u>3I</u>	

King	<a href="#">Laborers</a>	Crusher Feeder	\$41.45	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Curing Laborer	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Demolition: Wrecking & Moving (incl. Charred Material)	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Ditch Digger	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Diver	\$50.42	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Drill Operator (hydraulic,diamond)	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Dry Stack Walls	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Dump Person	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Epoxy Technician	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Erosion Control Worker	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Faller & Bucker Chain Saw	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Fine Graders	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Firewatch	\$41.45	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Form Setter	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Gabian Basket Builders	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	General Laborer	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Grade Checker & Transit Person	\$50.42	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Grinders	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Grout Machine Tender	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Groutmen (pressure)including Post Tension Beams	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Guardrail Erector	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Hazardous Waste Worker (level A)	\$50.42	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Hazardous Waste Worker (level B)	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Hazardous Waste Worker (level C)	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	High Scaler	\$50.42	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Jackhammer	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Laserbeam Operator	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Maintenance Person	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Manhole Builder-mudman	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Material Yard Person	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Motorman-dinky Locomotive	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunit, Shotcrete, Water Bla	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Pavement Breaker	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Pilot Car	\$41.45	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Pipe Layer Lead	\$50.42	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Pipe Layer/tailor	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Pipe Pot Tender	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Pipe Reliner	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Pipe Wrapper	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Pot Tender	\$48.90	<u>7A</u>	<u>3I</u>	

King	<a href="#">Laborers</a>	Powderman	\$50.42	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Powderman's Helper	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Power Jacks	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Railroad Spike Puller - Power	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Raker - Asphalt	\$50.42	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Re-timberman	\$50.42	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Remote Equipment Operator	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Rigger/signal Person	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Rip Rap Person	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Rivet Buster	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Rodder	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Scaffold Erector	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Scale Person	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Sloper (over 20")	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Sloper Sprayer	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Spreader (concrete)	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Stake Hopper	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Stock Piler	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Tamper & Similar Electric, Air & Gas Operated Tools	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Tamper (multiple & Self-propelled)	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Timber Person - Sewer (lagger, Shorer & Cribber)	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Toolroom Person (at Jobsite)	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Topper	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Track Laborer	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Track Liner (power)	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Traffic Control Laborer	\$44.33	<u>7A</u>	<u>3I</u>	<u>8R</u>
King	<a href="#">Laborers</a>	Traffic Control Supervisor	\$44.33	<u>7A</u>	<u>3I</u>	<u>8R</u>
King	<a href="#">Laborers</a>	Truck Spotter	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Tugger Operator	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 0-30 psi	\$107.60	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$112.63	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$116.31	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$122.01	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$124.13	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$129.23	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$131.13	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$133.13	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air	\$135.13	<u>7A</u>	<u>3I</u>	<u>8Q</u>

		Worker 72.01-74.00 psi				
King	<a href="#">Laborers</a>	Tunnel Work-Guage and Lock Tender	\$50.52	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<a href="#">Laborers</a>	Tunnel Work-Miner	\$50.52	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<a href="#">Laborers</a>	Vibrator	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Vinyl Seamer	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Watchman	\$37.67	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Welder	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Well Point Laborer	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers</a>	Window Washer/cleaner	\$37.67	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers - Underground Sewer &amp; Water</a>	General Laborer & Topman	\$48.90	<u>7A</u>	<u>3I</u>	
King	<a href="#">Laborers - Underground Sewer &amp; Water</a>	Pipe Layer	\$49.81	<u>7A</u>	<u>3I</u>	
King	<a href="#">Landscape Construction</a>	Landscape Laborer	\$37.67	<u>7A</u>	<u>3I</u>	
King	<a href="#">Landscape Construction</a>	Landscape Operator	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Lathers</a>	Journey Level	\$58.48	<u>5D</u>	<u>1H</u>	
King	<a href="#">Marble Setters</a>	Journey Level	\$57.32	<u>5A</u>	<u>1M</u>	
King	<a href="#">Metal Fabrication (In Shop)</a>	Fitter	\$15.86		<u>1</u>	
King	<a href="#">Metal Fabrication (In Shop)</a>	Laborer	\$12.00		<u>1</u>	
King	<a href="#">Metal Fabrication (In Shop)</a>	Machine Operator	\$13.04		<u>1</u>	
King	<a href="#">Metal Fabrication (In Shop)</a>	Painter	\$12.00		<u>1</u>	
King	<a href="#">Metal Fabrication (In Shop)</a>	Welder	\$15.48		<u>1</u>	
King	<a href="#">Millwright</a>	Journey Level	\$61.54	<u>5D</u>	<u>4C</u>	
King	<a href="#">Modular Buildings</a>	Cabinet Assembly	\$12.00		<u>1</u>	
King	<a href="#">Modular Buildings</a>	Electrician	\$12.00		<u>1</u>	
King	<a href="#">Modular Buildings</a>	Equipment Maintenance	\$12.00		<u>1</u>	
King	<a href="#">Modular Buildings</a>	Plumber	\$12.00		<u>1</u>	
King	<a href="#">Modular Buildings</a>	Production Worker	\$12.00		<u>1</u>	
King	<a href="#">Modular Buildings</a>	Tool Maintenance	\$12.00		<u>1</u>	
King	<a href="#">Modular Buildings</a>	Utility Person	\$12.00		<u>1</u>	
King	<a href="#">Modular Buildings</a>	Welder	\$12.00		<u>1</u>	
King	<a href="#">Painters</a>	Journey Level	\$42.50	<u>6Z</u>	<u>2B</u>	
King	<a href="#">Pile Driver</a>	Crew Tender/Technician	\$64.71	<u>5D</u>	<u>4C</u>	
King	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$74.87	<u>5D</u>	<u>4C</u>	
King	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$79.87	<u>5D</u>	<u>4C</u>	
King	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$83.87	<u>5D</u>	<u>4C</u>	
King	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$88.87	<u>5D</u>	<u>4C</u>	
King	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$91.37	<u>5D</u>	<u>4C</u>	
King	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$96.37	<u>5D</u>	<u>4C</u>	
King	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$98.37	<u>5D</u>	<u>4C</u>	
King	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed	\$100.37	<u>5D</u>	<u>4C</u>	

		Air Worker 70.01 - 72.00 PSI				
King	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$102.37	<u>5D</u>	<u>4C</u>	
King	<a href="#">Pile Driver</a>	Journey Level	\$60.29	<u>5D</u>	<u>4C</u>	
King	<a href="#">Pile Driver</a>	Manifold Operator (LST)	\$69.71	<u>5D</u>	<u>4C</u>	
King	<a href="#">Plasterers</a>	Journey Level	\$56.54	<u>7Q</u>	<u>1R</u>	
King	<a href="#">Playground &amp; Park Equipment Installers</a>	Journey Level	\$12.00		<u>1</u>	
King	<a href="#">Plumbers &amp; Pipefitters</a>	Journey Level	\$85.69	<u>6Z</u>	<u>1G</u>	
King	<a href="#">Power Equipment Operators</a>	Asphalt Plant Operators	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Assistant Engineer	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Barrier Machine (zipper)	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Batch Plant Operator: concrete	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Bobcat	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Brokk - Remote Demolition Equipment	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Brooms	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Bump Cutter	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Cableways	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Chipper	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Compressor	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Concrete Finish Machine - Laser Screed	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Conveyors	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Cranes friction: 200 tons and over	\$66.80	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$65.48	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Cranes: 20 Tons Through 44 Tons With Attachments	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$66.15	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$66.80	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Cranes: A-frame - 10 Tons And Under	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Cranes: Friction cranes through 199 tons	\$66.15	<u>7A</u>	<u>3K</u>	<u>8X</u>

King	<a href="#">Power Equipment Operators</a>	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Crusher	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Deck Engineer/Deck Winches (power)	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Derricks, On Building Work	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Dozers D-9 & Under	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Drilling Machine	\$65.48	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Elevator And Man-lift: Permanent And Shaft Type	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Forklift: 3000 Lbs And Over With Attachments	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Forklifts: Under 3000 Lbs. With Attachments	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Gradechecker/Stakeman	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Guardrail Punch	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Horizontal/Directional Drill Locator	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Horizontal/Directional Drill Operator	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Hydralifts/Boom Trucks Over 10 Tons	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Hydralifts/Boom Trucks, 10 Tons And Under	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Loader, Overhead 8 Yards. & Over	\$65.48	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Loaders, Overhead Under 6 Yards	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Loaders, Plant Feed	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Loaders: Elevating Type Belt	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Locomotives, All	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Material Transfer Device	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$65.48	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Motor Patrol Graders	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>

King	<a href="#">Power Equipment Operators</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type: 100 Tons And Over	\$65.48	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Pavement Breaker	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Pile Driver (other Than Crane Mount)	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Plant Oiler - Asphalt, Crusher	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Posthole Digger, Mechanical	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Power Plant	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Pumps - Water	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Quad 9, Hd 41, D10 And Over	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Rigger and Bellman	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Rigger/Signal Person, Bellman (Certified)	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Rollagon	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Roller, Other Than Plant Mix	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Roller, Plant Mix Or Multi-lift Materials	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Roto-mill, Roto-grinder	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Saws - Concrete	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Scraper, Self Propelled Under 45 Yards	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Scrapers - Concrete & Carry All	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Scrapers, Self-propelled: 45 Yards And Over	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Service Engineers - Equipment	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Shotcrete/Gunite Equipment	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$65.48	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$66.15	<u>7A</u>	<u>3K</u>	<u>8X</u>



King	<a href="#">Power Equipment Operators</a>	Slipform Pavers	\$64.83	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators</a>	Spreader, Topsider & Screedman	\$64.83	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators</a>	Subgrader Trimmer	\$64.26	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators</a>	Tower Bucket Elevators	\$63.76	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators</a>	Tower Crane Up To 175' In Height Base To Boom	\$65.48	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators</a>	Tower Crane: over 175' through 250' in height, base to boom	\$66.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators</a>	Tower Cranes: over 250' in height from base to boom	\$66.80	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators</a>	Transporters, All Track Or Truck Type	\$64.83	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators</a>	Trenching Machines	\$63.76	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/driver - 100 Tons And Over	\$64.26	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/Driver Under 100 Tons	\$63.76	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators</a>	Truck Mount Portable Conveyor	\$64.26	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators</a>	Welder	\$64.83	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators</a>	Wheel Tractors, Farmall Type	\$60.98	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators</a>	Yo Yo Pay Dozer	\$64.26	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Asphalt Plant Operators	\$64.83	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Assistant Engineer	\$60.98	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Barrier Machine (zipper)	\$64.26	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Batch Plant Operator, Concrete	\$64.26	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Bobcat	\$60.98	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Brokk - Remote Demolition Equipment	\$60.98	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Brooms	\$60.98	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Bump Cutter	\$64.26	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Cableways	\$64.83	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Chipper	\$64.26	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Compressor	\$60.98	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Concrete Finish Machine - Laser Screed	\$60.98	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$63.76	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$64.83	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Up To	\$64.26	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>



		42m				
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Conveyors	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes friction: 200 tons and over	\$66.80	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$65.48	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 20 Tons Through 44 Tons With Attachments	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$66.15	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$66.80	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: A-frame - 10 Tons And Under	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: Friction cranes through 199 tons	\$66.15	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Crusher	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Deck Engineer/Deck Winches (power)	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Derricks, On Building Work	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Dozers D-9 & Under	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Drilling Machine	\$65.48	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Elevator And Man-lift: Permanent And Shaft Type	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklift: 3000 Lbs And Over With Attachments	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklifts: Under 3000 Lbs. With Attachments	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Gradechecker/Stakeman	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Guardrail Punch	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-</a>	Hard Tail End Dump Articulating	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>

	<a href="#">Underground Sewer &amp; Water</a>	Off- Road Equipment 45 Yards. & Over				
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Horizontal/Directional Drill Locator	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Horizontal/Directional Drill Operator	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Hydralifts/Boom Trucks Over 10 Tons	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Hydralifts/Boom Trucks, 10 Tons And Under	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loader, Overhead 8 Yards. & Over	\$65.48	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loaders, Overhead Under 6 Yards	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loaders, Plant Feed	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loaders: Elevating Type Belt	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Locomotives, All	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Material Transfer Device	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$65.48	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Motor Patrol Graders	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Overhead, Bridge Type: 100 Tons And Over	\$65.48	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Pavement Breaker	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Pile Driver (other Than Crane Mount)	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Plant Oiler - Asphalt, Crusher	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Posthole Digger, Mechanical	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>

King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Power Plant	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pumps - Water	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Quad 9, Hd 41, D10 And Over	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rigger and Bellman	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rigger/Signal Person, Bellman (Certified)	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rollagon	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roller, Other Than Plant Mix	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roller, Plant Mix Or Multi-lift Materials	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roto-mill, Roto-grinder	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Saws - Concrete	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scraper, Self Propelled Under 45 Yards	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scrapers - Concrete & Carry All	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scrapers, Self-propelled: 45 Yards And Over	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Service Engineers - Equipment	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shotcrete/Gunite Equipment	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$65.48	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$66.15	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Slipform Pavers	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Spreader, Topsider & Screedman	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Subgrader Trimmer	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-</a>	Tower Bucket Elevators	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>

	<a href="#">Underground Sewer &amp; Water</a>					
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Crane Up To 175' In Height Base To Boom	\$65.48	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Crane: over 175' through 250' in height, base to boom	\$66.15	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Cranes: over 250' in height from base to boom	\$66.80	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Transporters, All Track Or Truck Type	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Trenching Machines	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Crane Oiler/driver - 100 Tons And Over	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Crane Oiler/Driver Under 100 Tons	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Mount Portable Conveyor	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Welder	\$64.83	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Wheel Tractors, Farmall Type	\$60.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Yo Yo Pay Dozer	\$64.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Power Line Clearance Tree Trimmers</a>	Journey Level In Charge	\$49.96	<u>5A</u>	<u>4A</u>	
King	<a href="#">Power Line Clearance Tree Trimmers</a>	Spray Person	\$47.37	<u>5A</u>	<u>4A</u>	
King	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Equipment Operator	\$49.96	<u>5A</u>	<u>4A</u>	
King	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer	\$44.57	<u>5A</u>	<u>4A</u>	
King	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer Groundperson	\$33.60	<u>5A</u>	<u>4A</u>	
King	<a href="#">Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$81.01	<u>6Z</u>	<u>1G</u>	
King	<a href="#">Residential Brick Mason</a>	Journey Level	\$57.32	<u>5A</u>	<u>1M</u>	
King	<a href="#">Residential Carpenters</a>	Journey Level	\$45.05	<u>5D</u>	<u>4C</u>	
King	<a href="#">Residential Cement Masons</a>	Journey Level	\$60.07	<u>7A</u>	<u>4U</u>	
King	<a href="#">Residential Drywall Applicators</a>	Journey Level	\$45.05	<u>5D</u>	<u>4C</u>	
King	<a href="#">Residential Drywall Tapers</a>	Journey Level	\$45.19	<u>5P</u>	<u>1E</u>	
King	<a href="#">Residential Electricians</a>	Journey Level	\$39.81	<u>5Q</u>	<u>2O</u>	
King	<a href="#">Residential Glaziers</a>	Journey Level	\$43.00	<u>7L</u>	<u>1H</u>	
King	<a href="#">Residential Insulation Applicators</a>	Journey Level	\$45.05	<u>5D</u>	<u>4C</u>	
King	<a href="#">Residential Laborers</a>	Journey Level	\$36.68	<u>7A</u>	<u>1H</u>	
King	<a href="#">Residential Marble Setters</a>	Journey Level	\$57.32	<u>5A</u>	<u>1M</u>	
King	<a href="#">Residential Painters</a>	Journey Level	\$42.50	<u>6Z</u>	<u>2B</u>	
King	<a href="#">Residential Plumbers &amp; Pipefitters</a>	Journey Level	\$51.37	<u>5A</u>	<u>1G</u>	
King	<a href="#">Residential Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$51.37	<u>5A</u>	<u>1G</u>	
King	<a href="#">Residential Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$50.01	<u>7F</u>	<u>1R</u>	
King	<a href="#">Residential Soft Floor Layers</a>	Journey Level	\$49.43	<u>5A</u>	<u>3J</u>	

King	<a href="#">Residential Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$48.18	<u>5C</u>	<u>2R</u>	
King	<a href="#">Residential Stone Masons</a>	Journey Level	\$57.32	<u>5A</u>	<u>1M</u>	
King	<a href="#">Residential Terrazzo Workers</a>	Journey Level	\$52.61	<u>5A</u>	<u>1M</u>	
King	<a href="#">Residential Terrazzo/Tile Finishers</a>	Journey Level	\$43.44	<u>5A</u>	<u>1B</u>	
King	<a href="#">Residential Tile Setters</a>	Journey Level	\$52.61	<u>5A</u>	<u>1M</u>	
King	<a href="#">Roofers</a>	Journey Level	\$51.52	<u>5A</u>	<u>3H</u>	
King	<a href="#">Roofers</a>	Using Irritable Bituminous Materials	\$54.52	<u>5A</u>	<u>3H</u>	
King	<a href="#">Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$82.51	<u>7F</u>	<u>1E</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Boilermaker	\$36.36	<u>7V</u>	<u>1</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Carpenter	\$36.36	<u>7V</u>	<u>1</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Crane Operator	\$36.36	<u>7V</u>	<u>1</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Electrician	\$36.36	<u>7V</u>	<u>1</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Heat & Frost Insulator	\$73.58	<u>5J</u>	<u>4H</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Laborer	\$36.36	<u>7V</u>	<u>1</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Machinist	\$36.36	<u>7V</u>	<u>1</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Operating Engineer	\$36.36	<u>7V</u>	<u>1</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Painter	\$36.36	<u>7V</u>	<u>1</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Pipefitter	\$36.36	<u>7V</u>	<u>1</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Rigger	\$36.36	<u>7V</u>	<u>1</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Sheet Metal	\$36.36	<u>7V</u>	<u>1</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Shipfitter	\$36.36	<u>7V</u>	<u>1</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Warehouse/Teamster	\$36.36	<u>7V</u>	<u>1</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Welder / Burner	\$36.36	<u>7V</u>	<u>1</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Boilermaker	\$44.95	<u>7X</u>	<u>4J</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Carpenter	\$44.95	<u>7X</u>	<u>4J</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Crane Operator	\$44.06	<u>7Y</u>	<u>4K</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Electrician	\$44.95	<u>7X</u>	<u>4J</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Heat & Frost Insulator	\$73.58	<u>5J</u>	<u>4H</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Laborer	\$44.95	<u>7X</u>	<u>4J</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Machinist	\$44.95	<u>7X</u>	<u>4J</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Operating Engineer	\$44.06	<u>7Y</u>	<u>4K</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Painter	\$44.95	<u>7X</u>	<u>4J</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Pipefitter	\$44.95	<u>7X</u>	<u>4J</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Rigger	\$44.95	<u>7X</u>	<u>4J</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Sheet Metal	\$44.95	<u>7X</u>	<u>4J</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Shipwright	\$44.95	<u>7X</u>	<u>4J</u>	
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Warehouse / Teamster	\$44.06	<u>7Y</u>	<u>4K</u>	
King	<a href="#">Sign Makers &amp; Installers (Electrical)</a>	Journey Level	\$49.70	<u>0</u>	<u>1</u>	
King	<a href="#">Sign Makers &amp; Installers (Non-Electrical)</a>	Journey Level	\$31.52	<u>0</u>	<u>1</u>	

King	<a href="#">Soft Floor Layers</a>	Journey Level	\$49.43	<u>5A</u>	<u>3J</u>	
King	<a href="#">Solar Controls For Windows</a>	Journey Level	\$12.44		<u>1</u>	
King	<a href="#">Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$78.39	<u>5C</u>	<u>1X</u>	
King	<a href="#">Stage Rigging Mechanics (Non Structural)</a>	Journey Level	\$13.23		<u>1</u>	
King	<a href="#">Stone Masons</a>	Journey Level	\$57.32	<u>5A</u>	<u>1M</u>	
King	<a href="#">Street And Parking Lot Sweeper Workers</a>	Journey Level	\$19.09		<u>1</u>	
King	<a href="#">Surveyors</a>	Assistant Construction Site Surveyor	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Surveyors</a>	Assistant Construction Site Surveyor	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Surveyors</a>	Chainman	\$58.93	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<a href="#">Surveyors</a>	Construction Site Surveyor	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	<a href="#">Telecommunication Technicians</a>	Journey Level	\$50.57	<u>7E</u>	<u>1E</u>	
King	<a href="#">Telephone Line Construction - Outside</a>	Cable Splicer	\$41.22	<u>5A</u>	<u>2B</u>	
King	<a href="#">Telephone Line Construction - Outside</a>	Hole Digger/Ground Person	\$23.12	<u>5A</u>	<u>2B</u>	
King	<a href="#">Telephone Line Construction - Outside</a>	Installer (Repairer)	\$39.53	<u>5A</u>	<u>2B</u>	
King	<a href="#">Telephone Line Construction - Outside</a>	Special Aparatus Installer I	\$41.22	<u>5A</u>	<u>2B</u>	
King	<a href="#">Telephone Line Construction - Outside</a>	Special Apparatus Installer II	\$40.41	<u>5A</u>	<u>2B</u>	
King	<a href="#">Telephone Line Construction - Outside</a>	Telephone Equipment Operator (Heavy)	\$41.22	<u>5A</u>	<u>2B</u>	
King	<a href="#">Telephone Line Construction - Outside</a>	Telephone Equipment Operator (Light)	\$38.36	<u>5A</u>	<u>2B</u>	
King	<a href="#">Telephone Line Construction - Outside</a>	Telephone Lineperson	\$38.36	<u>5A</u>	<u>2B</u>	
King	<a href="#">Telephone Line Construction - Outside</a>	Television Groundperson	\$21.92	<u>5A</u>	<u>2B</u>	
King	<a href="#">Telephone Line Construction - Outside</a>	Television Lineperson/Installer	\$29.13	<u>5A</u>	<u>2B</u>	
King	<a href="#">Telephone Line Construction - Outside</a>	Television System Technician	\$34.68	<u>5A</u>	<u>2B</u>	
King	<a href="#">Telephone Line Construction - Outside</a>	Television Technician	\$31.18	<u>5A</u>	<u>2B</u>	
King	<a href="#">Telephone Line Construction - Outside</a>	Tree Trimmer	\$38.36	<u>5A</u>	<u>2B</u>	
King	<a href="#">Terrazzo Workers</a>	Journey Level	\$52.61	<u>5A</u>	<u>1M</u>	
King	<a href="#">Tile Setters</a>	Journey Level	\$52.61	<u>5A</u>	<u>1M</u>	
King	<a href="#">Tile, Marble &amp; Terrazzo Finishers</a>	Finisher	\$43.44	<u>5A</u>	<u>1B</u>	
King	<a href="#">Traffic Control Stripers</a>	Journey Level	\$46.23	<u>7A</u>	<u>1K</u>	
King	<a href="#">Truck Drivers</a>	Asphalt Mix Over 16 Yards	\$54.30	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	<a href="#">Truck Drivers</a>	Asphalt Mix To 16 Yards	\$53.46	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	<a href="#">Truck Drivers</a>	Dump Truck	\$53.46	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	<a href="#">Truck Drivers</a>	Dump Truck & Trailer	\$54.30	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	<a href="#">Truck Drivers</a>	Other Trucks	\$54.30	<u>5D</u>	<u>3A</u>	<u>8L</u>



King	<a href="#">Truck Drivers - Ready Mix</a>	Booster 9 Yards and Over	\$52.78	<u>5A</u>	<u>4T</u>	
King	<a href="#">Truck Drivers - Ready Mix</a>	Non-Booster Loads Under 9 Cubic Yards	\$52.53	<u>5A</u>	<u>4T</u>	
King	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Irrigation Pump Installer	\$17.71		<u>1</u>	
King	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Oiler	\$12.97		<u>1</u>	
King	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Well Driller	\$18.00		<u>1</u>	

Benefit Code Key – Effective 3/3/2019 thru 8/30/2019

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Overtime Codes

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

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



**Overtime Codes Continued**

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

**Overtime Codes Continued**

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
  - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
  - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
  - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
  - C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

**Overtime Codes Continued**

3. E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- I. All 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 during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) 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 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.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

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

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

**Overtime Codes Continued**

4. D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

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

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

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

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

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

- F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

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

- H. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

## Benefit Code Key – Effective 3/3/2019 thru 8/30/2019

4. L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- M. All hours worked on Sunday and Holidays shall be paid at double the hourly rate. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time at time and one-half times the hourly rate.
- N. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays, and all work performed between the hours of midnight (12:00 AM) and eight AM (8:00 AM) every day shall be paid at double the hourly rate of wage.
- O. All hours worked between midnight Friday to midnight Sunday shall be paid at one and one-half the hourly rate of wage. After an employee has worked in excess of eight (8) continuous hours in any one or more calendar days, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of six (6) hours or more. All hours worked on Holidays shall be paid at double the hourly rate of wage.
- P. All hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage.
- Q. The first four (4) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday shall be paid at double the hourly rate. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- R. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- S. All hours worked on Saturdays and Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- T. The first two (2) hours of overtime for hours worked Monday-Friday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. For work on Saturday which is scheduled prior to the end of shift on Friday, the first six (6) hours work shall be paid at one and one-half times the hourly rate of wage, and all hours over (6) shall be paid double the hourly rate of wage. For work on Saturday which was assigned following the close of shift on Friday, all work shall be paid at double the hourly rate of wage.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

### **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).

**Holiday Codes Continued**

- 5. C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-

Benefit Code Key – Effective 3/3/2019 thru 8/30/2019

Day On Christmas Eve Day. (9 1/2).

**Holiday Codes Continued**

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).
- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).
6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

**Holiday Codes Continued**

7. H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.



**Holiday Codes Continued**

7. T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
15. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- B. Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (9)
- C. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8)
- D. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and the day after Christmas.

Benefit Code Key – Effective 3/3/2019 thru 8/30/2019

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- R. 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.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.

**Note Codes Continued**

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

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

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

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

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

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