# **Contract Provisions and Specifications**

For:

**CLEANING OF ONE (1) OIL TANK** 

2025
SKAGIT COUNTY
DEPARTMENT OF PUBLIC WORKS



#### **RESOLUTION NO.**

#### **CALL FOR BIDS FOR**

#### **PUBLIC WORKS Cleaning of One (1) Oil Tank**

WHEREAS, the Board of Skagit County Commissioners deems it advisable to provide for the Cleaning of One (1) Oil Tank owned by the Equipment Division of the Public Works Department, and

WHEREAS, it is the duty of the Board to instruct the Clerk of the Board to issue a Call for Bids for this project, with a bid opening on May 5, 2025, at 1:45 P.M., or as soon thereafter as possible.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby instructs the Clerk of the Board to issue a Call for Bids for the following project:

#### Cleaning of One (1) Oil Tank

PASSED this 14 day of	April 2025.
SEAL STATE OF WASHINGTON OF WA	BOARDOF COUNTY COMMISSIONERS SKAGIT COUNTY, WASHINGTON Lisa Janicki, Chair  Ron Wesen, Commissioner  Peter Browning Commissioner
Linda Hammer	
Clerk of the Board	
(Resolution only).	
Approved as to form:	Approved as to Content:
4/9/25	Michael See
Civil Deputy Prosecuting Attorney	Department Head

Prior to contract execution, the successful bidder will be required to obtain a Contract Bond covering performance and payment. Should the successful bidder fail to enter into such contract and furnish performance and payment bonds within the time stated in the specifications, the bid proposal deposit shall be forfeited to Skagit County.

It is the intent of Skagit County to award a contract to the lowest responsive and responsible bidder. Skagit County reserves the right to reject any or all bids, and the right to waive any informalities or irregularities in any bid or in any bidding and to further award the Project to the lowest, responsive, responsible bidder whose bid complies with all of the prescribed formalities, as it best serves the interest of Skagit County. After the date and hour set for the opening of bids, no bidder may withdraw its bid unless the award of the contract is delayed for a period exceeding forty-five (45) calendar days following bid opening. All bidders agree to be bound by their bids until the expiration of this stated time period.

The Skagit County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

For questions regarding Skagit County's Title VI Program, you may contact the Public Works Department's Title VI Coordinator, Michael See, at (360) 416-1400.

The Board of Skagit County Commissioners reserves the right to reject any or all bids.

NOTICE GIVEN BY ORDER OF THE BOARD OF SKAGIT COUNTY COMMISSIONERS this  $\underline{\textit{LL}}$  day of  $\underline{\textit{April}}$ , 2025.

Clerk of the Board

Published: Skagit Valley Herald on April 17th & 24th, 2025

#### NOTICE OF CALL FOR BIDS

NOTICE IS HEREBY GIVEN by SKAGIT COUNTY that sealed bids will be received and opened in the Skagit County Commissioners Hearing Room, 1800 Continental Place, Mount Vernon, WA 98273 on **Monday, May 5**, **2025**, **at the hour of 1:45 p.m.**, or as soon thereafter as possible, for the following work:

#### Cleaning of One (1) Oil tank

Attendance will be in person or remote by computer, tablet, or smartphone: <a href="https://us06web.zoom.us/j/87180001980?pwd=eEVGUGkxZ3NkQkhYSnhBMEo2RTQrdz09">https://us06web.zoom.us/j/87180001980?pwd=eEVGUGkxZ3NkQkhYSnhBMEo2RTQrdz09</a> or by telephone: 1 (253) 215-8782 – Meeting ID: 871 8000 1980 Passcode: 143573. for the following:

PROJECT DESCRIPTION: Skagit County wishes to obtain services for Cleaning of One (1) Oil Tank.

Skagit County's Estimate Range is: \$40,000.00 to \$65,000.00

Information, copies of specifications and addenda for this project will be available on-line beginning **Wednesday**, **April 16, 2025** at http://www.skagitcounty.net/rfp.; or obtained at Skagit County Public Works, 1800 Continental Place, Mount Vernon, Washington; (360) 416-1400. Contractors who download provisions and specifications are advised to e-mail <a href="mailto:jasonb@co.skagit.wa.us">jasonb@co.skagit.wa.us</a> to be added to plan holders' list to receive any addenda that may be issued.

All questions shall be in writing and submitted **no later than 4:00 p.m., Friday, April 25, 2025**, to Jason Bloodgood, Equipment Division Manager, by e-mail to <a href="mailto:jasonb@co.skagit.wa.us">jasonb@co.skagit.wa.us</a> with the subject line reading, "Cleaning and Maintenance of Three (3) Oil Tanks". **All Addenda will be posted on-line for this Project by 4:00 p.m. Monday, April 28, 2024**, if further Addenda are required, the bid opening may be postponed.

All bid envelopes must be plainly marked on the outside, "Cleaning of One (1) Oil Tank", including bidder's name and address on the outside of the envelope. Sealed bids shall be received by one of the following delivery methods no later than Monday, May 5, 2025, at the hour of 1:45 p.m. Proposals are to be submitted on the forms provided in the bid proposal packet. Incomplete proposals and proposals received after 1:45 p.m., Tuesday, May 5, 2025, cannot be considered. Oral, telephonic, telegraphic, electronic or faxed proposals will not be accepted.

- Hand delivered: Bids delivered in person shall be received only at the office of the SKAGIT COUNTY COMMISSIONERS, Reception Desk, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273-5625.
- 2. **Via mail**: Bids shall be mailed to the SKAGIT COUNTY COMMISSIONERS, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273-5625.

**INSURANCE:** Commercial General Liability Insurance, Business Automobile Insurance, and Industrial Insurance (Worker's Compensation) are a requirement of this project.

**BID GUARANTY:** No bid will be considered unless accompanied by a surety company bid bond, or a certified or cashier's check payable to the order of Skagit County for a sum not less than five percent (5%) of the total bid price.

**PREVAILING WAGES:** This work is considered a Public Work and therefore the contractor is subject to pay his employees not less than the "prevailing rate of wages" as set forth by the Washington State Department of Labor and Industries. Bidders are advised to consider this charge when tabulating bids.

#### GENERAL INFORMATION

#### **PROJECT TITLE**

Cleaning and Maintenance of One (1) Oil Tank used by Operations.

#### **DESCRIPTION OF SERVICES**

Skagit County Public Works Department intends to clean of One (1) oil tank. The contractor shall be responsible for completely cleaning the inside of oil tank, pressure washing, remove and properly dispose of all waste materials from project site, including up to four (4) – 250 gallon totes of emulsion product. All work being done at: **Skagit County Road Shop, 201 E. Avon Ave, Burlington, WA 98233**.

#### **ANTICIPATED SERVICES**

#### SCHEDULE A: Tank #1 Cleaning & Inspection

Cleaning and inspection to be completed within 30 days of execution of contract.

**SCHEDULE B:** Properly dispose of up to four (4) 250-gallon totes of emulsion product. Skagit County has on site.

#### **SPECIAL CONDITIONS**

A minimum of one (1) hour pre-construction meeting will be held after the bid award at the County Shop: 201 E. Avon Ave. Burlington, WA 98233.

Contractor to supply all materials, equipment, supplies, and components required to complete the work outlined in this bid packet as part of the bid.

#### INTENT OF CONTRACT

The agreement will be awarded for a one (1) year term and shall commence on the date of mutual execution. Prices offered are to be firm for this period and will not be subject to negotiation. At the sole option and discretion of the County, the Contract may be extended for up to one (1) additional year each on substantially similar, pursuant to the terms herein, terms and conditions, by duly executed subsequent written amendment to this Contract. In the event that the County elects to so extend this Contract, it shall provide the Contractor with written notice of extension at least thirty (30) days prior to the expiration of the Contract, but in no event shall the Contract continue for more than a total of two (2) years from the date of execution.

The Board of County Commissioners will award the bid to the lowest or best bid, taking into consideration: price, probable future maintenance costs based on proximity and availability of parts and service, warranties offered, and other factors that will contribute toward their exercising judgment to obtain the best value for the County. The Board reserves the right to waive minor irregularities in the bidding. Quotation results and questions pertaining to this project can be obtained by calling Skagit County Public Works at (360) 416-1400.

Skagit County will not guarantee the Contractor/Owner any number of days for this contracted charter service during contract duration.

#### **BID DUE DATE**

Monday, May 5, 2025, no later than 1:45 p.m.

#### **BID PROPOSAL**

Bid Proposal must include:

**SCHEDULE A:** Clean & Inspect Tank 1 tack oil: One (1) 5,000-gallon tack oil tank.

- 1. Work to be completed within 30 days of execution of contract.
- 2. Supply all labor, equipment and supplies to clean the bottom of the tank and three feet up the sidewalls.
- **3.** Remove all waste using manual means and then a final wash with a 10,000-psi hydro blast treatment.
- **4.** Remove and properly dispose of all waste materials.

**SCHEDULE B:** Properly dispose of up to four (4) 250-gallon totes of emulsion product. Skagit County has on site

SKAGIT COUNTY PUBLIC DEPARTMENT BID OPENING: May 5th at 1:45pm

#### **GENERAL PROVISIONS**

These general provisions are hereby a part of the conditions agreed to by the Contractor upon bid.

#### INTENT OF CONTRACT

Skagit County wishes to obtain services for Cleaning of One (1) Oil Tank.

BID DUE DATE: Monday, May 5, 2025, no later than 1:45 p.m.

Sealed bids will be received by the Board of Skagit County Commissioners. Bids must be received no later than **Monday, May 5, 2025, at 1:45 p.m.** Submit bids in a sealed envelope, plainly marked on the outside "Cleaning of One (1) Oil Tank", including bidder's name and address on the outside envelope. Hand-deliver or mail to Skagit County Commissioners at 1800 Continental Place, Suite 100, Mount Vernon, WA 98273.

Bid documentation will remain confidential and information concerning specific bid items will not be released until the bids have been reviewed.

#### **BID GUARANTY**

No bid will be considered unless accompanied by a surety company bid bond, or a certified or cashier's check payable to the order of Skagit County for a sum not less than five percent (5%) of the total bid price.

#### **PREVAILING WAGES**

This work is considered a Public Work and therefore the contractor is subject to pay his employees not less than the "prevailing rate of wages" as set forth by the Washington Department of Labor and Industries. Bidders are advised to consider this charge when tabulating bids.

#### **BID PROPOSAL**

Bid Proposals are to be submitted only on the forms provided with this contract specification. Incomplete proposals and proposals received after the time fixed for the opening cannot be considered. Oral, telephonic, telegraphic, or faxed proposals will not be accepted.

Skagit County reserves the right to reject any or all bids, waive informalities, and make the award in the best interest of Skagit County. Quotation results and questions pertaining to this project can be obtained by calling Skagit County Public Works at (360) 416-1400.

#### INTERPRETATION OF BID AND PURCHASE DOCUMENTS

Skagit County will not provide binding oral interpretations to bidders as meaning of bid or contract documents; oral communication is not binding upon Skagit County. All questions and requests for interpretation shall be in writing and submitted no later than 4:00 p.m., Friday, April 25, 2025. to Jason Bloodgood, Equipment Division Manager, by e-mail to <a href="mailto:jasonb@co.skagit.wa.us">jasonb@co.skagit.wa.us</a> with the subject line reading, "Public Works Vehicle Upfitting". All addenda will be posted on-line for this project no later than 4:00 p.m. Monday, April 28, 2025. If further addenda are required to be issued, the bid opening may be postponed. All addenda shall become part of the bid package.

#### **ADDENDA**

If Skagit County issues addenda to these instructions, bidders must acknowledge receipt of all addenda on the bid proposal. It is the bidder's responsibility to ensure that they have received all addenda, although Skagit County will make reasonable effort to provide addenda to all plan holders. Failure to sign the acknowledgement of each addendum may result in rejection of the bid. It is strongly recommended that each potential bidder asks to be added to the plan holders list to ensure that they are notified should an addendum be issued.

#### **ORDER OF PRECEDENCE**

The complete contract includes these parts: the contract form, bidders completed proposal form, contract plans, contract provisions, addenda, various certifications and affidavits, supplemental agreements. These parts

complement each other in describing a complete work. Any requirement in one-part binds, as if stated, in all parts. The Contractor shall provide any work or materials clearly implied in the contract even if the contract does not mention it specifically. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 3; 2 presiding over 3):

- 1. Addenda.
- 2. Proposal Form,
- 3. Contract Provisions and Specifications

This order of precedence shall not apply when work is required by one part of the contract but omitted from another part or parts of the contract. The work required in one part must be furnished even if not mentioned in other parts of the contract.

If any part of the contract requires work that does not include a description for how the work is to be performed, the work shall be performed in accordance with standard trade practice(s). For purposes of the contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the work.

In case of any ambiguity or dispute over interpreting the contract, the Engineer's decision will be final.

#### **NON-RESPONSIVE BID**

It is the intent of Skagit County to award a contract to the lowest responsive and responsible bidder. Any bid that does not comply with these instructions, is not signed, supplements or deviates from the specifications herein, or is incomplete, may be declared non-responsive by Skagit County and not further considered.

#### **BIDDER RESPONSIBILITY CRITERIA**

Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by Skagit County to submit documentation demonstrating compliance with the criteria. The bidder must:

- At time of bid submittal, the bidder must be registered/licensed contractor in compliance with Chapter 18.27 RCW, and must provide this number with bid.
   If applicable, bidder may also be required to submit with bid: a) an electrical contractor license, if required by Chapter 19.28 RCW; and/or b) an elevator contractor license, if required by Chapter 70.87 RCW.
- 2. **At time of bid submittal**, the bidder must have completed the mandatory Prevailing Wage Training offered by the Department of Labor and Industries (L&I), or meet the L&I exemption requirements.
- At time of bid submittal, the bidder must have a current Washington State Unified Business Identifier (UBI) number and provide the number to Skagit County. This will be verified with the Washington State Department of Revenue.
- 4. **Within 24 hours of the bid submittal deadline,** the bidder must provide Washington State Industrial Insurance Coverage (a/k/a workers' compensation) in accordance with Washington State Department of Labor & Industries, if applicable.
- 5. **At time of bid submittal**, the bidder must provide their Employment Security Department number to Skagit County, as required in Title 50 RCW, if applicable. Bidder must provide documentation reflecting the appropriate number from the Employment Security Department to Skagit County **within 24 hours of the bid submittal deadline**, if applicable.
- 6. **At time of bid submittal**, the bidder must have a Washington State Excise Tax Registration Number as required in Title 82 RCW, if applicable. This will be verified with the Washington State Department of Revenue.
- 7. The bidder must not be currently disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). This will be verified with the Washington State Department of Labor & Industries.
- 8. FEDERAL DEBARMENT: The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as a current debarred or suspended bidder on the U.S.

General Services Administration's "System for Award Management System" website, and will be verified through this website: https://www.sam.gov/SAM/

Skagit County shall consider only responsible Contractors. Responsible Contractors are those that have, in the sole judgment of Skagit County, experience, resources, skills, capability, reliability and business integrity necessary to perform this contract work.

#### **EXECUTION OF CONTRACT**

Within twenty (20) calendar days after the award date, the successful bidder shall return the signed contract, all required insurance certifications, and any other required documentation as specified in this document. Skagit County may grant up to a maximum of ten (10) additional calendar days after the award date for return of the documents, provided that the Contractor makes such a request in writing and that Skagit County deems the circumstances warrant it.

#### **FAILURE TO EXECUTE CONTRACT**

Upon failure to return the insurance certifications and bond with the signed Contract as required, Skagit County may then award the contract to the second lowest responsible bidder or reject all remaining bids.

#### **NON-COLLUSION**

Submittal and signature of the non-collusion certificate confirms that the bid is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

#### 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. Any suit arising here from shall be brought in Skagit County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.

#### **ACCEPTANCE OF AWARD**

If awarded Contractor begins work, the Contractor is deemed to have agreed to all addenda, bid instruction to bidders, general provisions, scope of work, contract provisions and plans, contract, and all other related documents.

#### CONTRACT DOCUMENTS

The addenda, bid proposal, contract provisions and plans, and contract, shall be a part of and constitute the contract entered into by Skagit County and successful bidder. In the event there is discrepancy between any of the foregoing contract documents, the above order of documents governs so that the former prevails over the latter.

#### **CHANGE ORDERS**

Skagit County reserves the right to add or delete work, items, agencies, or locations from this contract, subject to appropriate adjustments to the contract price. Added items, agencies or locations will be related to those on contract, and additions or deletions will be by mutual agreement, with prices consistent with the original bid price margins, and evidenced by a written contract change order from Skagit County Engineer or their designee. The execution of a change order shall constitute a waiver of claims by the Contractor arising out of the work to be performed or deleted pursuant to the change order, except as specifically described in the change order. General reservations of rights will be deemed waived and void.

#### **PUBLIC WORKS PROJECT - PREVAILING WAGE**

This work is considered a public works project as defined in RCW 39.12, and therefore, subject to state prevailing wage rates as set forth by the Washington Department of Labor and Industries. Bidders are advised to consider this charge when computing bids.

If awarded the project, the Contractor and each Subcontractor shall complete and have on file with the county a current "Statement of Intent to Pay Prevailing Wages" before payment will be made for work performed. An

"Affidavit of Wages Paid" shall be required at the end of the contract period. These forms are available from the Washington State Department of Labor and Industries and can be filed electronically at: <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp</a>

#### **LICENSES AND PERMITS**

Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractors awarded a contract by the County are responsible for compliance with Washington state business license regulations.

#### NOTICE TO PROCEED

Contractor shall not commence work until notice to proceed has been given by Skagit County. A notice to proceed will be given after the contract has been executed by Skagit County Board of County Commissioners.

#### **PAYMENTS**

The Contractor shall be paid, upon submission of a proper monthly invoice for payment request, the prices stipulated herein for services performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Contractor may either mail their payment requests or for a timelier invoice processing, email their payment requests to the addresses listed below. All accounts are paid according to RCW 39.76. Submitted Payment Requests must contain the following minimum information:

- a) Contract number (mandatory),
- b) Itemized by bid schedule/location,
- c) Item number, quantity, and description as appropriate,
- d) Unit and extended prices,
- e) Approved Intent of Wages Paid with Department of Labor and Industries.

Mail Payment Requests to:

**Skagit County** 

ATTN: Public Works Clean and Maintain Oil Tanks

1800 Continental Place

Mount Vernon, WA 98273-5625

Email Payment Requests to:

pwaccountspayable@co.skagit.wa.us

Subject Line: Public Works Clean and Maintain Oil Tanks

#### **TERMS OF PAYMENT**

Payment will be made to the Contractor upon completion of each months work and after final inspection and acceptance of the work by Skagit County's Representative, except for five percent (5%) retained percentage as provided for in RCW Title 39. The retained percentage will be released after all of the following conditions have been satisfied:

The Contractor and all Subcontractor(s) files with the Department of Labor and Industries an "Affidavit of Wages Paid" and the approved document is received by Skagit County.

Skagit County will not make payment for the work performed under this contract until a copy of the approved form has been submitted to the County on behalf of the Contractor and all subcontractors. See the Washington State Department of Labor and Industries website for more information.

Sales tax shall be included on each invoice.

All applicable taxes have been paid and all liens, if any, have been released.

These provisions are as required by RCW 60.28.

#### RETAINAGE REQUIREMENTS

RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, contract retainage not to exceed five percent (5%) of the moneys earned by the Contractor as a trust fund for the protection and payment of:

- a) The claims of any person arising under the contract; and,
- b) The State with respect to taxes imposed pursuant to Title 82 RCW, which may be due from such Contractor.

At the option of the Contractor, the moneys reserved shall be:

- Retained in a custodial fund by Skagit County (non-interest bearing); or
- Deposited by Skagit County in an interest bearing account in a bank or savings and loan institution;
- Placed in an escrow account with a bank or trust company by Skagit County;
- Submit a Retainage Bond for all or any portion of the contract retainage on a form acceptable to Skagit County and from a bonding company meeting standards established by the County.

Below is a list of such bonds or other securities approved by Skagit County.

- Bills, certificates, notes, or bonds of the United States;
- Other obligations of the United States or its agencies;
- Obligations of any corporation wholly owned by the government of the United States;
- Indebtedness of the Federal National Mortgage Association;
- Time deposits in commercial banks;
- Money market deposits in commercial banks;
- Bond in lieu of retainage in a form acceptable to Skagit County.

Retained funds are in accordance with RCW 60.28 and are held until released by Skagit County's disbursing officer upon compliance with all other County, State and Federal requirements. Per RCW 60.28, Skagit County notifies the State Department of Revenue, Employment Security Department, and Washington State Department of Labor and Industries upon final acceptance of the contract. The date of final acceptance is the date the County Engineer authorizes same.

#### **CLAIMS AND DISPUTE RESOLUTION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of Contract terms, payment of money, extension of time or other relief with respect to the terms of the contract. A claim may also include other disputes and matters in question between Skagit County and Contractor arising out of or related to the contract. Claims must be made in writing. The responsibility to substantiate claims shall rest with the party making the claim. A notice of a potential or future claim does not constitute a claim. Any claims of the Contractor against Skagit County for damages, additional payment for any reason, or extension of time, whether under the contract or otherwise, must be made in strict accordance with the applicable provisions of the contract. No act, omissions, or knowledge, actual or constructive, of Skagit County shall in any way be deemed a waiver of the requirement for timely written notice and a timely written Claim unless Skagit County provides Contractor with an explicit, unequivocal written waiver.

- All claims must be addressed to: Skagit County Engineer, 1800 Continental Place, Mount Vernon, WA 98273.
- b) Contractor shall submit in writing to Skagit County all claims, within seven (7) days of the event giving rise to the claim. Written claim must specify the conditions and requested relief. Skagit County shall consider such claim and shall meet with the Contractor to confer and attempt to resolve the claim.
- c) Contractor shall diligently carry on the work and maintain the Contractor's construction schedule during any dispute resolution proceedings, unless otherwise agreed to by Skagit County in writing.

Mediation: If the claim is not resolved in the process provided immediately above, neither the Contractor nor any subcontractor or supplier of any tier may bring a claim against Skagit County in litigation unless the claim is first subject to nonbonding mediation before a single mediator under the Voluntary Construction Mediation Rules

of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by Skagit County and Contractor.

Litigation: Contractor may bring no litigation on claims unless such claims have been properly raised and considered as provided above. All unresolved claims of Contractor shall be solved and released unless Contractor complies with the time limits above, and litigation is served and filed within the earlier of (a) 120 days after the day of substantial completion designed in writing by Skagit County (provided that a mediation session has occurred as provided above); or (b) 60 days after final acceptance. This requirement cannot be waived except by an explicit written waiver signed by Skagit County.

#### **PROTESTS**

Protests will be in accordance with all RCW's as applicable.

#### INDEMNIFICATION

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

#### **HOLD HARMLESS**

The Contractor shall hold Skagit County and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorneys; fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the Contractor, its agents or employees pursuant to the contract, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the Contractor shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by Skagit County, the Contractor shall pay the same.

#### **TERMINATION FOR BREACH AND/OR DEFAULT**

Skagit County shall be entitled by written notice, to cancel and/or terminate this contract in its entirety or in part, for breach and/or for default of any of the terms and to have all other rights against the Contractor by reason of the Contractors breach, as provided by law.

Breach: A breach of a term or condition of the Contract shall mean any one or more of the following: (1) Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the contract; (2) Contractor breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) Contractor makes any general assignment for the benefit of creditors; (4) in Skagit County's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance; (5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for Contractor or any of the Contractor's property; (7) Contractor is determined to be in violation of federal, state or local laws or regulations and that such determination, in Skagit County's sole opinion, renders the Contractor unable to perform any aspect of the contract.

Default: A Contractor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.

Opportunity to Cure Default: In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, Skagit County may issue a written or oral notice of default and provide a period

of time in which Contractor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. Skagit County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely by Skagit County. Skagit County may terminate the contract for nonperformance, breach or default without allowing the opportunity to cure by the Contractor.

Remedies for Cure of Default: In summary, if the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, Skagit County may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this Contract and any related contracts or portions thereof; (3) impose liquidated damages; (4) suspend Contractor from receiving future invitations to bid. Skagit County may procure the articles or services from other sources and hold the bidder responsible for any excess and expense occasioned thereby, including delay in time, whether foreseeable or unforeseeable.

#### TERMINATION FOR CONVENIENCE

In summary, Skagit County may terminate this contract, in whole or in part, at any time by written notice to the Contractor.

#### **INSURANCE**

Contractor shall comply with the following conditions and procure and keep in force during the term of this agreement, at Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the County.

- 1. <u>Commercial General Liability Insurance</u> on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability, and broad form property damage.
- 2. <u>Business Automobile Liability Insurance</u> in an amount not less than \$1,000,000 per occurrence, extending to any automobile.
- 3. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance (Stop Gap) with limits not less than \$1,000,000 per occurrence. If the County authorizes sublet work, the Contractor shall require each Subcontractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.

The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the County. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this agreement.

Upon written request by the County, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

Prior to the Contractor performing any Work, Contractor shall provide the County with a Certificate of Insurance acceptable to the County Attorney evidencing the above-required insurance and naming Skagit County, its officers, employees and agents as additional insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this agreement and that such insurance shall apply as primary insurance on behalf of such additional insureds. Skagit County shall be named as an Additional Insured by endorsement using ISO Form CG 2010 or equivalent. Receipt by the County of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirement

The insurance policies required in this contract are to contain and be endorsed to contain the following provisions:

With respect to all Liability Policies:

Skagit County its officers, officials, employees, and agents and volunteers are named as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this contract.

The Contractor's insurance coverage shall be primary insurance as respects Skagit County, its officers, officials, employees, agents, volunteers and consultants. Any insurance and/or self-insurance maintained by Skagit County, its officers, officials, employees, agents and consultants shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

#### **COMMUNICATION OF HAZARDS TO EMPLOYEES**

Contractor will be responsible for compliance with all requirements of WAC 296-62-07621 and WAC 296-800-170 regarding use of hazardous materials.

#### **MUTUAL RESPONSIBILITY OF CONTRACTOR**

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor(s) or subcontractor(s) by agreement or arbitration if such other Contractor(s) or subcontractor(s) will so settle. If such other Contractor(s) or subcontractor(s) shall assert any claim against Skagit County account of any damage alleged to have been sustained, Skagit County shall notify Contractor, who shall indemnify and save harmless Skagit County against any such claim.

#### **SAFETY MEASURES**

All work under this contract shall be performed in a safe manner. Contractor and all subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA, or any other jurisdiction, and all other applicable safety standards. Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards in accordance with applicable safety regulations.

#### **COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable federal, state, tribal and local laws, rules, and regulations affecting its performance and hold Skagit County harmless against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.

#### **GIFTS AND GRATUITIES**

Businesses must not bid, nor Skagit County employees accept, gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with Skagit County business practices. It is also unlawful for anyone to bid another, to influence or cause them to refrain from submitting a bid. Contractors and Skagit County employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including Skagit County Ethics Code, RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract condition, bid practice, or at any activity related Skagit County business.

#### **APPENDICES**

The following appendices are attached and made a part of this contract:

#### APPENDIX A

Washington State Prevailing Wage Rates and Benefit Key Code

#### APPENDIX B

Vendor Services Agreement and Contract Bond – Informational Only

#### APPENDIX C

Mandatory Bidder Responsibility Criteria – Informational Only

# **APPENDIX A**

# Washington State Prevailing Wage Rates 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: 4/15/2025

# **Skagit County**

Trade^	Job Classification	Wage	Holiday	Overtime	Note
Asbestos Abatement Workers	Journey Level	\$63.87	5D	1H	
<u>Boilermakers</u>	Journey Level	\$80.89	5N	1C	
Brick Mason	Journey Level	\$71.82	7 <b>E</b>	1N	
Brick Mason	Pointer-Caulker-Cleaner	\$71.82	7E	1N	
Building Service Employees	Janitor	\$16.66		1	
Building Service Employees	Shampooer	\$16.66		1	
Building Service Employees	Waxer	\$16.66		1	

Building Service Employees	Window Cleaner	\$16.66		1	
<u>Cabinet Makers (In Shop)</u>	Journey Level	\$18.85		1	
<u>Carpenters</u>	Acoustical Worker	\$78.96	15J	110	
<u>Carpenters</u>	Bridge Dock and Wharf Carpenter	\$80.50	15J	<b>11</b> U	9L
<u>Carpenters</u>	Floor Layer & Floor Finisher	\$78.96	15J	<b>11</b> U	
<u>Carpenters</u>	General Carpenter	\$78.96	15J	11U	
<u>Carpenters</u>	Scaffold Erector	\$78.96	15J	110	
Cement Masons	Application of all  Composition Mastic	\$77.30	15J	<b>4</b> U	
Cement Masons	Application of all Epoxy Material	\$76.78	15J	<b>4</b> U	
Cement Masons	Application of all Plastic Material	\$77.30	15J	<b>4</b> U	
Cement Masons	Application of Sealing Compound	\$76.78	15J	<b>4</b> U	
Cement Masons	Application of Underlayment	\$77.30	15J	<b>4</b> U	
Cement Masons	Building General	\$76.78	15J	<b>4</b> U	
<u>Cement Masons</u>	Composition or Kalman Floors	\$77.30	15J	<b>4</b> U	

Cement Masons	Concrete Paving	\$76.78	15J	<b>4</b> U
Cement Masons	Curb & Gutter Machine	\$77.30	15J	<b>4</b> U
Cement Masons	Curb & Gutter, Sidewalks	\$76.78	15J	<b>4</b> U
Cement Masons	Curing Concrete	\$76.78	15J	<b>4</b> U
Cement Masons	Finish Colored Concrete	\$77.30	15J	<b>4</b> U
Cement Masons	Floor Grinding	\$77.30	15J	<b>4</b> U
Cement Masons	Floor Grinding/Polisher	\$76.78	15J	<b>4</b> U
<u>Cement Masons</u>	Green Concrete Saw, self- powered	\$77.30	15J	<b>4</b> U
Cement Masons	Grouting of all Plates	\$76.78	15J	<b>4</b> U
Cement Masons	Grouting of all Tilt-up Panels	\$76.78	15J	<b>4</b> U
Cement Masons	Gunite Nozzleman	\$77.30	15J	<b>4</b> U
Cement Masons	Hand Powered Grinder	\$77.30	15J	<b>4</b> U
Cement Masons	Journey Level	\$76.78	15J	<b>4</b> U
Cement Masons	Patching Concrete	\$76.78	15J	<b>4</b> U
Cement Masons	Pneumatic Power Tools	\$77.30	15J	<b>4</b> U
<u>Cement Masons</u>	Power Chipping & Brushing	\$77.30	<b>15</b> J	<b>4</b> U

Cement Masons	Sand Blasting Architectural Finish	\$77.30	<b>15</b> J	<b>4</b> U	
Cement Masons	Screed & Rodding  Machine	\$77.30	<b>15</b> J	<b>4</b> U	
Cement Masons	Spackling or Skim Coat Concrete	\$76.78	<b>15</b> J	<b>4</b> U	
Cement Masons	Troweling Machine Operator	\$77.30	<b>15</b> J	<b>4</b> U	
Cement Masons	Troweling Machine Operator on Colored Slabs	\$77.30	<b>15</b> J	<b>4</b> U	
Cement Masons	Tunnel Workers	\$77.30	15J	<b>4</b> U	
<u>Divers &amp; Tenders</u>	Bell/Vehicle/Submersible Operator (not under pressure)	\$156.25	15J	11T	91
Divers & Tenders	Dive Supervisor	\$157.75	15J	11T	91
Divers & Tenders	Diver	\$156.25	15J	<b>11</b> T	91
Divers & Tenders	Diver Tender	\$86.86	15J	<b>11</b> T	91
<u>Divers &amp; Tenders</u>	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$109.76	15J	<b>11</b> U	
<u>Divers &amp; Tenders</u>	Hyperbaric Worker - Compressed Air Worker 31.01-44.00 PSI	\$118.99	15J	<b>11</b> U	

<u>Divers &amp; Tenders</u>	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$128.22	15J	<b>11</b> U	
<u>Divers &amp; Tenders</u>	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$137.45	15J	110	
<u>Divers &amp; Tenders</u>	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$146.67	15J	110	
<u>Divers &amp; Tenders</u>	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$155.90	15J	110	
<u>Divers &amp; Tenders</u>	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$165.13	15J	110	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$174.36	15J	110	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$183.59	15J	110	
<u>Divers &amp; Tenders</u>	Lead Diver (Dive Master)	\$101.32	15J	<b>11</b> T	91
<u>Divers &amp; Tenders</u>	Manifold Operator (Life Support Technician)	\$86.86	<b>15</b> J	<b>11</b> T	91
<u>Divers &amp; Tenders</u>	Remote Operated Vehicle Operator/Technician	\$86.86	15J	<b>11</b> T	91

<u>Divers &amp; Tenders</u>	Remote Operated Vehicle Operator/Technician	\$86.86	15J	<b>11</b> T	91
<u>Divers &amp; Tenders</u>	Remote Operated Vehicle Tender	\$80.55	<b>15</b> J	<b>11</b> T	91
Divers & Tenders	Stand-by Diver	\$96.32	15J	<b>11</b> T	91
Dredge Workers	Assistant Engineer	\$85.37	5D	3F	
Dredge Workers	Assistant Mate (Deckhand)	\$84.71	5D	3F	
Dredge Workers	Boatmen	\$85.37	5D	3F	
Dredge Workers	Engineer Welder	\$87.02	5D	3F	
Dredge Workers	Leverman, Hydraulic	\$88.77	5D	3F	
Dredge Workers	Mates	\$85.37	5D	3F	
Dredge Workers	Oiler	\$84.71	5D	3F	
Drywall Applicator	Journey Level	\$78.76	150	115	
<u>Drywall Tapers</u>	Journey Level	\$78.76	150	115	
Electrical Fixture  Maintenance Workers	Journey Level	\$21.48		1	
<u>Electricians - Inside</u>	Cable Splicer	\$95.85	7H	1E	
<u>Electricians - Inside</u>	Construction Stock Person	\$46.03	7H	1D	

<u>Electricians - Inside</u>	Journey Level	\$89.75	7H	1E	
Electricians - Motor Shop	Craftsman	\$16.66		1	
Electricians - Motor Shop	Journey Level	\$16.66		1	
Electricians - Powerline  Construction	Cable Splicer	\$102.42	5 <b>A</b>	4D	
Electricians - Powerline  Construction	Certified Line Welder	\$93.99	5 <b>A</b>	4D	
Electricians - Powerline  Construction	Groundperson	\$59.30	5A	4D	
Electricians - Powerline  Construction	Heavy Line Equipment Operator	\$93.99	5 <b>A</b>	4D	
Electricians - Powerline  Construction	Journey Level Lineperson	\$93.99	5 <b>A</b>	4D	
Electricians - Powerline  Construction	Line Equipment Operator	\$80.96	5 <b>A</b>	4D	
Electricians - Powerline  Construction	Meter Installer	\$59.30	5 <b>A</b>	4D	8W
Electricians - Powerline  Construction	Pole Sprayer	\$93.99	5 <b>A</b>	4D	
Electricians - Powerline  Construction	Powderperson	\$69.84	5A	4D	
Electronic Technicians	Electronic Technicians Journey Level	\$58.51	5B	1B	

Elevator Constructors	Mechanic	\$115.14	7D	4A	
Elevator Constructors	Mechanic In Charge	\$124.53	7D	4A	
Fabricated Precast  Concrete Products	Journey Level	\$16.66		1	
Fabricated Precast  Concrete Products	Journey Level - In-Factory Work Only	\$16.66		1	
Fence Erectors	Fence Erector	\$54.65	15J	11P	8Y
Fence Erectors	Fence Laborer	\$54.65	15J	11P	8Y
<u>Flaggers</u>	Journey Level	\$54.65	15J	11P	8Y
<u>Glaziers</u>	Journey Level	\$82.16	7L	1Y	
Heat & Frost Insulators And Asbestos Workers	Journey Level	\$91.81	15H	11C	
Heating Equipment  Mechanics	Mechanic	\$99.46	7 <b>F</b>	1E	
Hod Carriers & Mason <u>Tenders</u>	Journey Level	\$67.38	15J	11P	8Y
Industrial Power Vacuum  Cleaner	Journey Level	\$16.66		1	
<u>Inland Boatmen</u>	Boat Operator	\$71.28	5B	1K	
<u>Inland Boatmen</u>	Cook	\$69.70	5B	1K	
<u>Inland Boatmen</u>	Deckhand	\$70.00	5B	1K	

Inland Boatmen	Deckhand Engineer	\$69.55	5B	1K
<u>Inland Boatmen</u>	Launch Operator	\$71.23	5B	1K
<u>Inland Boatmen</u>	Mate	\$89.12	5B	1K
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator	\$51.27	15M	110
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer Operator	\$51.27	15M	110
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$51.27	15M	110
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$49.20	15M	110
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$42.99	15M	110
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	TV Truck Operator	\$46.10	15M	110
Insulation Applicators	Journey Level	\$78.96	15J	11U
<u>Ironworkers</u>	Journeyman	\$90.82	15K	11N

<u>Laborers</u>	Air, Gas Or Electric Vibrating Screed	\$63.87	15J	11P	8Y
<u>Laborers</u>	Airtrac Drill Operator	\$65.75	15J	11P	8Y
<u>Laborers</u>	Ballast Regular Machine	\$63.87	15J	11P	8Y
<u>Laborers</u>	Batch Weighman	\$54.65	15J	11P	8Y
<u>Laborers</u>	Brick Pavers	\$63.87	15J	11P	8Y
Laborers	Brush Cutter	\$63.87	15J	11P	8 Y
<u>Laborers</u>	Brush Hog Feeder	\$63.87	15J	11P	8Y
Laborers	Burner	\$63.87	15J	11P	8Y
Laborers	Caisson Worker	\$65.75	15J	11P	8Y
<u>Laborers</u>	Carpenter Tender	\$63.87	15J	11P	8Y
<u>Laborers</u>	Cement Dumper-paving	\$64.98	15J	11P	8 Y
<u>Laborers</u>	Cement Finisher Tender	\$63.87	15J	11P	8 Y
<u>Laborers</u>	Change House Or Dry Shack	\$63.87	15J	11P	8Y
<u>Laborers</u>	Chipping Gun (30 Lbs. And Over)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Chipping Gun (Under 30 Lbs.)	\$63.87	15J	11P	8Y
<u>Laborers</u>	Choker Setter	\$63.87	15J	11P	8Y

<u>Laborers</u>	Chuck Tender	\$63.87	15J	11P	8Y
<u>Laborers</u>	Clary Power Spreader	\$64.98	15J	11P	8Y
<u>Laborers</u>	Clean-up Laborer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Concrete Dumper/Chute Operator	\$64.98	15J	11P	8Y
<u>Laborers</u>	Concrete Form Stripper	\$63.87	15J	11P	8Y
<u>Laborers</u>	Concrete Placement Crew	\$64.98	15J	11P	8Y
<u>Laborers</u>	Concrete Saw Operator/Core Driller	\$64.98	15J	11P	8Y
<u>Laborers</u>	Crusher Feeder	\$54.65	15J	11P	8Y
<u>Laborers</u>	Curing Laborer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Demolition: Wrecking & Moving (Incl. Charred Material)	\$63.87	15J	11P	8 <b>Y</b>
<u>Laborers</u>	Ditch Digger	\$63.87	15J	11P	8Y
<u>Laborers</u>	Diver	\$65.75	15J	11P	8Y
<u>Laborers</u>	Drill Operator (Hydraulic, Diamond)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Dry Stack Walls	\$63.87	15J	11P	8Y
<u>Laborers</u>	Dump Person	\$63.87	15J	11P	8Y

<u>Laborers</u>	Epoxy Technician	\$63.87	15J	11P	8Y
<u>Laborers</u>	Erosion Control Worker	\$63.87	15J	11P	8Y
<u>Laborers</u>	Faller & Bucker Chain Saw	\$64.98	15J	11P	8Y
<u>Laborers</u>	Fine Graders	\$63.87	15J	11P	8Y
<u>Laborers</u>	Firewatch	\$54.65	15J	11P	8Y
<u>Laborers</u>	Form Setter	\$64.98	15J	11P	8Y
<u>Laborers</u>	Gabian Basket Builders	\$63.87	15J	11P	8Y
<u>Laborers</u>	General Laborer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Grade Checker & Transit Person	\$67.38	15J	11P	8Y
<u>Laborers</u>	Grinders	\$63.87	15J	11P	8 <b>Y</b>
<u>Laborers</u>	Grout Machine Tender	\$63.87	15J	11P	8Y
<u>Laborers</u>	Groutmen (Pressure) Including Post Tension Beams	\$64.98	15J	11P	8Y
<u>Laborers</u>	Guardrail Erector	\$63.87	15J	11P	8Y
<u>Laborers</u>	Hazardous Waste Worker (Level A)	\$65.75	15J	11P	8Y
<u>Laborers</u>	Hazardous Waste Worker (Level B)	\$64.98	15J	11P	8Y

<u>Laborers</u>	Hazardous Waste Worker (Level C)	\$63.87	15J	11P	8Y
<u>Laborers</u>	High Scaler	\$65.75	15J	11P	8Y
<u>Laborers</u>	Jackhammer	\$64.98	15J	11P	8Y
<u>Laborers</u>	Laserbeam Operator	\$64.98	15J	11P	8Y
<u>Laborers</u>	Maintenance Person	\$63.87	15J	11P	8Y
<u>Laborers</u>	Manhole Builder-Mudman	\$64.98	15J	11P	8Y
<u>Laborers</u>	Material Yard Person	\$63.87	15J	11P	8Y
<u>Laborers</u>	Mold Abatement Worker	\$63.87	15J	11P	8Y
<u>Laborers</u>	Motorman-Dinky Locomotive	\$67.48	15J	11P	8Y
<u>Laborers</u>	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$67.38	<b>15</b> J	11P	8 <b>Y</b>
<u>Laborers</u>	Pavement Breaker	\$64.98	15J	11P	8Y
<u>Laborers</u>	Pilot Car	\$54.65	15J	11P	8Y
<u>Laborers</u>	Pipe Layer (Lead)	\$67.38	15J	11P	8Y

<u>Laborers</u>	Pipe Layer/Tailor	\$64.98	15J	11P	8Y
<u>Laborers</u>	Pipe Pot Tender	\$64.98	15J	11P	8Y
<u>Laborers</u>	Pipe Reliner	\$64.98	15J	11P	8Y
<u>Laborers</u>	Pipe Wrapper	\$64.98	15J	11P	8Y
<u>Laborers</u>	Pot Tender	\$63.87	15J	11P	8Y
<u>Laborers</u>	Powderman	\$65.75	15J	11P	8Y
<u>Laborers</u>	Powderman's Helper	\$63.87	15J	11P	8Y
<u>Laborers</u>	Power Jacks	\$64.98	15J	11P	8Y
<u>Laborers</u>	Power Washer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Railroad Spike Puller - Power	\$64.98	15J	11P	8Y
<u>Laborers</u>	Raker - Asphalt	\$67.38	15J	11P	8Y
<u>Laborers</u>	Re-timberman	\$65.75	15J	11P	8Y
<u>Laborers</u>	Remote Equipment Operator	\$64.98	<b>15</b> J	11P	8Y
<u>Laborers</u>	Rigger/Signal Person	\$64.98	<b>15</b> J	11P	8Y
<u>Laborers</u>	Rip Rap Person	\$63.87	<b>15</b> J	11P	8Y
<u>Laborers</u>	Rivet Buster	\$64.98	15J	11P	8Y

<u>Laborers</u>	Rodder	\$64.98	15J	11P	8Y
<u>Laborers</u>	Scaffold Erector	\$63.87	15J	11P	8Y
<u>Laborers</u>	Scale Person	\$63.87	15J	11P	8Y
<u>Laborers</u>	Sloper (Over 20")	\$64.98	15J	11P	8Y
<u>Laborers</u>	Sloper Sprayer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Spreader (Concrete)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Stake Hopper	\$63.87	15J	11P	8Y
<u>Laborers</u>	Stock Piler	\$63.87	15J	11P	8Y
<u>Laborers</u>	Swinging Stage/Boatswain Chair	\$54.65	<b>15</b> J	11P	8Y
<u>Laborers</u>	Tamper & Similar Electric, Air & Gas Operated Tools	\$64.98	15J	11P	8Y
<u>Laborers</u>	Tamper (Multiple & Self- propelled)	\$64.98	<b>15</b> J	11P	8Y
<u>Laborers</u>	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Toolroom Person (at Jobsite)	\$63.87	15J	11P	8Y
<u>Laborers</u>	Topper	\$63.87	15J	11P	8Y
<u>Laborers</u>	Track Laborer	\$63.87	15J	11P	8Y

<u>Laborers</u>	Track Liner (Power)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Traffic Control Laborer	\$58.20	15J	11P	9C
<u>Laborers</u>	Traffic Control Supervisor	\$61.47	15J	11P	9C
<u>Laborers</u>	Truck Spotter	\$63.87	15J	11P	8Y
<u>Laborers</u>	Tugger Operator	\$64.98	15J	11P	8Y
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 0-30 psi	\$200.40	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$205.43	15J	11P	9В
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$209.11	15J	11P	9В
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$214.81	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$216.93	15J	11P	9В
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$222.03	15J	11P	9В
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 68.01-70.00	\$223.93	15J	11P	9В

<u>Laborers</u>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$225.93	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$227.93	15J	11P	9В
<u>Laborers</u>	Tunnel Work-Guage and Lock Tender	\$67.48	<b>15</b> J	11P	8Y
<u>Laborers</u>	Tunnel Work-Miner	\$67.48	15J	11P	8Y
<u>Laborers</u>	Vibrator	\$64.98	15J	11P	8Y
<u>Laborers</u>	Vinyl Seamer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Watchman	\$49.97	15J	11P	8Y
<u>Laborers</u>	Welder	\$64.98	15J	11P	8Y
<u>Laborers</u>	Well Point Laborer	\$64.98	15J	11P	8Y
<u>Laborers</u>	Window Washer/Cleaner	\$49.97	15J	11P	8Y
<u>Laborers - Underground</u> <u>Sewer &amp; Water</u>	General Laborer & Topman	\$63.87	15J	11P	8Y
<u>Laborers - Underground</u> <u>Sewer &amp; Water</u>	Pipe Layer	\$64.98	15J	11P	8Y
<u>Landscape Construction</u>	Landscape Construction/Landscaping Or Planting Laborers	\$49.97	15J	11P	8Y

<u>Landscape Construction</u>	Landscape Operator	\$85.27	15J	11 <b>G</b>	8X
Landscape Maintenance	Groundskeeper	\$16.66		1	
<u>Lathers</u>	Journey Level	\$78.76	150	115	
Marble Setters	Journey Level	\$71.82	7E	1N	
Metal Fabrication (In Shop)	Fitter	\$16.66		1	
Metal Fabrication (In Shop)	Laborer	\$16.66		1	
Metal Fabrication (In Shop)	Machine Operator	\$16.66		1	
Metal Fabrication (In Shop)	Painter	\$16.66		1	
Metal Fabrication (In Shop)	Welder	\$16.66		1	
<u>Millwright</u>	Journey Level	\$80.28	<b>15</b> J	4C	
Modular Buildings	Journey Level	\$16.66		1	
<u>Painters</u>	Journey Level	\$54.71	6 <b>Z</b>	<b>11</b> J	
<u>Pile Driver</u>	Crew Tender	\$86.81	15J	<b>11</b> U	9L
<u>Pile Driver</u>	Journey Level	\$80.50	15J	<b>11</b> U	9L
<u>Plasterers</u>	Journey Level	\$73.54	7Q	1R	
<u>Plasterers</u>	Nozzleman	\$77.54	7Q	1R	
Playground & Park  Equipment Installers	Journey Level	\$16.66		1	

Plumbers & Pipefitters	Journey Level	\$90.87	5A	1 <b>G</b>	
Power Equipment  Operators	Asphalt Plant Operators	\$86.69	15J	11G	8X
Power Equipment  Operators	Assistant Engineer	\$81.51	15J	11G	8X
Power Equipment  Operators	Barrier Machine (zipper)	\$85.93	15J	11G	8X
Power Equipment  Operators	Batch Plant Operator: concrete	\$85.93	15J	11G	8X
Power Equipment Operators	Boat Operator	\$87.82	7 <b>A</b>	11H	8X
Power Equipment Operators	Bobcat	\$81.51	15J	11G	8X
Power Equipment Operators	Brokk - Remote Demolition Equipment	\$81.51	15J	11G	8X
Power Equipment Operators	Brooms	\$81.51	15J	11G	8X
Power Equipment  Operators	Bump Cutter	\$85.93	15J	11G	8X
Power Equipment Operators	Cableways	\$86.69	15J	11G	8X
Power Equipment  Operators	Chipper	\$85.93	15J	11G	8X
Power Equipment  Operators	Compressor	\$81.51	15J	11G	8X

Power Equipment  Operators	Concrete Finish Machine - Laser Screed	\$81.51	15J	11G	8X
Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$85.27	<b>15</b> J	11 <b>G</b>	8X
Power Equipment Operators	Concrete Pump: Truck  Mount With Boom  Attachment Over 42 M	\$86.69	15J	11 <b>G</b>	8X
Power Equipment Operators	Concrete Pump: Truck  Mount With Boom  Attachment Up To 42m	\$85.93	15J	11 <b>G</b>	8X
Power Equipment Operators	Conveyors	\$85.27	15J	11G	8X
Power Equipment Operators	Cranes Friction: 200 tons and over	\$90.46	7 <b>A</b>	11H	8X
Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$82.59	7A	11H	8X
Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$88.67	7A	11H	8X
Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$87.03	7A	11H	8X
Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom	\$89.60	7A	11H	8X

including jib with attachments

Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$90.46	7 <b>A</b>	11H	8X
Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$87.82	7 <b>A</b>	11H	8X
Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$89.60	7 <b>A</b>	11H	8X
Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$86.36	7 <b>A</b>	11H	8X
Power Equipment Operators	Crusher	\$85.93	15J	11G	8X
Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$85.93	15J	11G	8X
Power Equipment Operators	Derricks, On Building Work	\$87.82	7 <b>A</b>	11H	8X
Power Equipment Operators	Dozers D-9 & Under	\$85.27	15J	11G	8X
Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$85.27	15J	11G	8X
Power Equipment Operators	Drilling Machine	\$87.59	15J	11G	8X

Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$81.51	<b>15</b> J	11G	8X
Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$85.93	15J	11 <b>G</b>	8X
Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$85.27	15J	11 <b>G</b>	8X
Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$81.51	<b>15</b> J	11G	8X
Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$85.93	15J	11 <b>G</b>	8X
Power Equipment Operators	Gradechecker/Stakeman	\$81.51	15J	11G	8X
Power Equipment Operators	Guardrail Punch	\$85.93	15J	11G	8X
Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$86.69	15J	11 <b>G</b>	8X
Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$85.93	15J	11 <b>G</b>	8X
Power Equipment Operators	Horizontal/Directional Drill Locator	\$85.27	15J	11G	8X

Power Equipment Operators	Horizontal/Directional Drill Operator	\$85.93	15J	11 <b>G</b>	8X
Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$86.36	7 <b>A</b>	11H	8X
Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$82.59	7 <b>A</b>	11H	8X
Power Equipment Operators	Leverman	\$88.47	15J	11 <b>G</b>	8X
Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$86.69	15J	11 <b>G</b>	8X
Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$85.93	15J	11G	8X
Power Equipment Operators	Loaders, Plant Feed	\$85.93	15J	11 <b>G</b>	8X
Power Equipment Operators	Loaders: Elevating Type Belt	\$85.27	15J	11G	8X
Power Equipment Operators	Locomotives, All	\$85.93	15J	11 <b>G</b>	8X
Power Equipment Operators	Material Transfer Device	\$85.93	15J	11G	8X
Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$87.59	15J	11 <b>G</b>	8 <b>X</b>
Power Equipment Operators	Motor Patrol Graders	\$86.69	15J	11G	8X

Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$86.69	15J	11G	8X
Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$81.51	15J	11G	8X
Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$85.27	15J	11 <b>G</b>	8X
Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$87.03	7 <b>A</b>	11H	8X
Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$88.67	7 <b>A</b>	11H	8X
Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$87.82	7 <b>A</b>	11H	8X
Power Equipment Operators	Pavement Breaker	\$81.51	15J	11G	8X
Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$85.93	15J	11G	8X
Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$85.27	15J	11G	8X
Power Equipment Operators	Posthole Digger, Mechanical	\$81.51	15J	11G	8X
Power Equipment Operators	Power Plant	\$81.51	15J	11G	8X

Power Equipment Operators	Pumps - Water	\$81.51	15J	11G	8X
Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$86.69	15J	11G	8X
Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$85.93	15J	11 <b>G</b>	8X
Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$86.69	15J	11 <b>G</b>	8X
Power Equipment Operators	Rigger and Bellman	\$82.59	7 <b>A</b>	11H	8X
Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$86.36	7 <b>A</b>	11H	8X
Power Equipment Operators	Rollagon	\$86.69	15J	11G	8X
Power Equipment Operators	Roller, Other Than Plant Mix	\$81.51	15J	11G	8X
Power Equipment Operators	Roller, Plant Mix Or Multi- lift Materials	\$85.27	15J	11 <b>G</b>	8X
Power Equipment Operators	Roto-mill, Roto-grinder	\$85.93	15J	11 <b>G</b>	8X
Power Equipment Operators	Saws - Concrete	\$85.27	<b>15</b> J	11 <b>G</b>	8X
Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$85.93	15J	11 <b>G</b>	8X

Power Equipment  Operators	Scrapers - Concrete & Carry All	\$85.27	15J	11G	8X
Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$86.69	15J	11G	8X
Power Equipment Operators	Service Engineers: Equipment	\$85.27	15J	11G	8X
Power Equipment Operators	Shotcrete/Gunite Equipment	\$81.51	15J	11G	8X
Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$85.27	<b>15</b> J	11 <b>G</b>	<b>8X</b>
Power Equipment Operators	Shovel, Excavator,  Backhoe: Over 30 Metric  Tons To 50 Metric Tons	\$86.69	<b>15</b> J	11 <b>G</b>	8X
Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$85.93	<b>15</b> J	11 <b>G</b>	8X
Power Equipment Operators	Shovel, Excavator,  Backhoes: Over 50 Metric  Tons To 90 Metric Tons	\$87.59	<b>15</b> J	11 <b>G</b>	<b>8</b> X
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$88.47	<b>15</b> J	11 <b>G</b>	8X
Power Equipment Operators	Slipform Pavers	\$86.69	15J	11G	8X

Power Equipment Operators	Spreader, Topsider & Screedman	\$86.69	15J	11G	8X
Power Equipment Operators	Subgrader Trimmer	\$85.93	15J	11G	8X
Power Equipment Operators	Tower Bucket Elevators	\$85.27	15J	11G	8X
Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$89.60	7 <b>A</b>	11H	8X
Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$88.67	7 <b>A</b>	11H	8X
Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$90.46	7 <b>A</b>	11H	8X
Power Equipment Operators	Transporters, All Track Or Truck Type	\$86.69	15J	11G	8X
Power Equipment Operators	Trenching Machines	\$85.27	<b>15</b> J	11G	8X
Power Equipment Operators	Truck Crane Oiler/Driver:	\$87.03	7 <b>A</b>	11H	8X
Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$86.36	7 <b>A</b>	11H	8X
Power Equipment Operators	Truck Mount Portable Conveyor	\$85.93	15J	11G	8X
Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$85.93	<b>15</b> J	11G	8X

Power Equipment Operators	Welder	\$86.69	15J	11G	8X
Power Equipment Operators	Wheel Tractors, Farmall	\$81.51	15J	11G	8X
Power Equipment Operators	Yo Yo Pay Dozer	\$85.93	15J	11G	8X
Power Equipment  Operators- Underground  Sewer & Water	Asphalt Plant Operators	\$86.69	15J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Assistant Engineer	\$81.51	<b>15</b> J	11G	8X
Power Equipment  Operators- Underground  Sewer & Water	Barrier Machine (zipper)	\$85.93	<b>15</b> J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Batch Plant Operator, Concrete	\$85.93	<b>15</b> J	11G	8X
Power Equipment  Operators- Underground  Sewer & Water	Boat Operator	\$87.82	7 <b>A</b>	11H	8X
Power Equipment  Operators- Underground  Sewer & Water	Bobcat	\$81.51	<b>15</b> J	11 <b>G</b>	8X
Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$81.51	<b>15</b> J	11 <b>G</b>	8X

Brooms	\$81.51	15J	11 <b>G</b>	8X
Bump Cutter	\$85.93	15J	11 <b>G</b>	8X
Cableways	\$86.69	15J	11 <b>G</b>	8X
Chipper	\$85.93	<b>15</b> J	11 <b>G</b>	8X
Compressor	\$81.51	<b>15</b> J	11 <b>G</b>	8X
Concrete Finish Machine - Laser Screed	\$81.51	<b>15</b> J	11 <b>G</b>	8X
Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$85.27	<b>15</b> J	11 <b>G</b>	8X
Concrete Pump: Truck  Mount With Boom  Attachment Over 42 M	\$86.69	15J	11 <b>G</b>	8X
	Bump Cutter  Cableways  Chipper  Compressor  Concrete Finish Machine - Laser Screed  Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure  Concrete Pump: Truck Mount With Boom	Bump Cutter \$85.93  Cableways \$86.69  Chipper \$85.93  Compressor \$81.51  Concrete Finish Machine - Laser Screed \$81.51  Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure Concrete Pump: Truck Mount With Boom \$86.69	Bump Cutter \$85.93 15J  Cableways \$86.69 15J  Chipper \$85.93 15J  Compressor \$81.51 15J  Concrete Finish Machine - Laser Screed \$81.51 15J  Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure Concrete Pump: Truck Mount With Boom \$86.69 15J	Bump Cutter \$85.93 15J 11G  Cableways \$86.69 15J 11G  Chipper \$85.93 15J 11G  Compressor \$81.51 15J 11G  Concrete Finish Machine-Laser Screed \$81.51 15J 11G  Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure Concrete Pump: Truck Mount With Boom \$86.69 15J 11G

Power Equipment  Operators- Underground  Sewer & Water	Concrete Pump: Truck  Mount With Boom  Attachment Up To 42m	\$85.93	15J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Conveyors	\$85.27	15J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Cranes Friction: 200 tons and over	\$90.46	7 <b>A</b>	11H	8X
Power Equipment  Operators- Underground  Sewer & Water	Cranes, A-frame: 10 tons and under	\$82.59	7 <b>A</b>	11H	8X
Power Equipment  Operators- Underground  Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$88.67	7 <b>A</b>	11H	8X
Power Equipment  Operators- Underground  Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$87.03	7 <b>A</b>	11H	8X
Power Equipment  Operators- Underground  Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$89.60	7 <b>A</b>	11H	8X
Power Equipment  Operators- Underground  Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$90.46	7 <b>A</b>	11H	8X
Power Equipment  Operators- Underground	Cranes: 45 tons through 99 tons, under 150' of	\$87.82	7A	11H	8X

Sewer & Water	boom(including jib with attachments)				
Power Equipment  Operators- Underground  Sewer & Water	Cranes: Friction cranes through 199 tons	\$89.60	7 <b>A</b>	11H	8X
Power Equipment  Operators- Underground  Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$86.36	7 <b>A</b>	11H	8X
Power Equipment  Operators- Underground  Sewer & Water	Crusher	\$85.93	15J	11G	8X
Power Equipment  Operators- Underground  Sewer & Water	Deck Engineer/Deck Winches (power)	\$85.93	15J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Derricks, On Building Work	\$87.82	7 <b>A</b>	11H	8X
Power Equipment  Operators- Underground  Sewer & Water	Dozers D-9 & Under	\$85.27	15J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$85.27	15J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Drilling Machine	\$87.59	<b>15</b> J	11 <b>G</b>	8X

Power Equipment  Operators- Underground  Sewer & Water	Elevator and man-lift: permanent and shaft type	\$81.51	<b>15</b> J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$85.93	15J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Forklift: 3000 lbs and over with attachments	\$85.27	15J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$81.51	<b>15</b> J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$85.93	<b>15</b> J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Gradechecker/Stakeman	\$81.51	15J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Guardrail Punch	\$85.93	<b>15</b> J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$86.69	15J	11 <b>G</b>	8X

Power Equipment  Operators- Underground  Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$85.93	15J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Horizontal/Directional Drill Locator	\$85.27	15J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Horizontal/Directional Drill Operator	\$85.93	15J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$82.59	7 <b>A</b>	11H	8X
Power Equipment  Operators- Underground  Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$86.36	7 <b>A</b>	11H	8X
Power Equipment  Operators- Underground  Sewer & Water	Leverman	\$88.47	15J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$86.69	15J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Loaders, Overhead Under 6 Yards	\$85.93	15J	11 <b>G</b>	8X

Power Equipment  Operators- Underground  Sewer & Water	Loaders, Plant Feed	\$85.93	<b>15</b> J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Loaders: Elevating Type Belt	\$85.27	<b>15</b> J	11G	8X
Power Equipment  Operators- Underground  Sewer & Water	Locomotives, All	\$85.93	<b>15</b> J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Material Transfer Device	\$85.93	<b>15</b> J	11G	8X
Power Equipment  Operators- Underground  Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$87.59	<b>15</b> J	11G	8X
Power Equipment  Operators- Underground  Sewer & Water	Motor Patrol Graders	\$86.69	<b>15</b> J	11G	8X
Power Equipment  Operators- Underground  Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$86.69	<b>15</b> J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$81.51	<b>15</b> J	11 <b>G</b>	8X
Power Equipment  Operators - Underground  Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$85.27	15J	11 <b>G</b>	8X

Power Equipment  Operators- Underground  Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$87.03	7A	11H	8)
Power Equipment  Operators- Underground  Sewer & Water	Overhead, bridge type: 100 tons and over	\$88.67	7A	11H	8
Power Equipment  Operators- Underground  Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$87.82	7 <b>A</b>	11H	8
Power Equipment  Operators- Underground  Sewer & Water	Pavement Breaker	\$81.51	<b>15</b> J	11G	8
Power Equipment  Operators- Underground  Sewer & Water	Pile Driver (other Than Crane Mount)	\$85.93	<b>15</b> J	11G	8
Power Equipment  Operators- Underground  Sewer & Water	Plant Oiler - Asphalt, Crusher	\$85.27	<b>15</b> J	11G	8
Power Equipment  Operators- Underground  Sewer & Water	Posthole Digger, Mechanical	\$81.51	<b>15</b> J	11G	8
Power Equipment  Operators- Underground  Sewer & Water	Power Plant	\$81.51	<b>15</b> J	11G	8
Power Equipment  Operators- Underground  Sewer & Water	Pumps - Water	\$81.51	<b>15</b> J	11G	8

Power Equipment  Operators- Underground  Sewer & Water	Quad 9, Hd 41, D10 And Over	\$86.69	<b>15</b> J	11G	8X
Power Equipment  Operators- Underground  Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	\$85.93	15J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$86.69	15J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Rigger and Bellman	\$82.59	7 <b>A</b>	11H	8X
Power Equipment  Operators- Underground  Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$86.36	7 <b>A</b>	11H	8X
Power Equipment  Operators- Underground  Sewer & Water	Rollagon	\$86.69	<b>15</b> J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Roller, Other Than Plant Mix	\$81.51	<b>15</b> J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Roller, Plant Mix Or Multi- lift Materials	\$85.27	<b>15</b> J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Roto-mill, Roto-grinder	\$85.93	15J	11 <b>G</b>	8X

Power Equipment  Operators- Underground  Sewer & Water	Saws - Concrete	\$85.27	15J	11 <b>G</b>	8)
Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$85.93	15J	11 <b>G</b>	8)
Power Equipment  Operators- Underground  Sewer & Water	Scrapers - Concrete & Carry All	\$85.27	15J	11 <b>G</b>	8)
Power Equipment  Operators- Underground  Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$86.69	<b>15</b> J	11G	82
Power Equipment  Operators- Underground  Sewer & Water	Shotcrete/Gunite Equipment	\$81.51	<b>15</b> J	11G	8)
Power Equipment  Operators- Underground  Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$85.27	15J	11 <b>G</b>	8
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$86.69	15J	11 <b>G</b>	8)
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$85.93	15J	11 <b>G</b>	8)
Power Equipment  Operators- Underground	Shovel, Excavator, Backhoes: Over 50 Metric	\$87.59	<b>15</b> J	11 <b>G</b>	8)

Power Equipment  Operators- Underground  Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$88.47	<b>15</b> J	11G	8)
Power Equipment  Operators- Underground  Sewer & Water	Slipform Pavers	\$86.69	<b>15</b> J	11G	82
Power Equipment  Operators- Underground  Sewer & Water	Spreader, Topsider & Screedman	\$86.69	<b>15</b> J	11G	8
Power Equipment  Operators- Underground  Sewer & Water	Subgrader Trimmer	\$85.93	<b>15</b> J	11 <b>G</b>	8
Power Equipment  Operators- Underground  Sewer & Water	Tower Bucket Elevators	\$85.27	15J	11 <b>G</b>	8
Power Equipment  Operators- Underground  Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$89.60	7A	11H	8
Power Equipment  Operators- Underground  Sewer & Water	Tower crane: up to 175' in height base to boom	\$88.67	7 <b>A</b>	11H	8
Power Equipment  Operators- Underground  Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$90.46	7 <b>A</b>	11H	8
Power Equipment  Operators- Underground  Sewer & Water	Transporters, All Track Or Truck Type	\$86.69	<b>15</b> J	11G	8

Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$85.27	<b>15</b> J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$87.03	7 <b>A</b>	11H	8X
Power Equipment  Operators- Underground  Sewer & Water	Truck crane oiler/driver: under 100 tons	\$86.36	7 <b>A</b>	11H	8X
Power Equipment  Operators- Underground  Sewer & Water	Truck Mount Portable Conveyor	\$85.93	<b>15</b> J	11 <b>G</b>	<b>8X</b>
Power Equipment  Operators- Underground  Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$85.93	<b>15</b> J	11G	8X
Power Equipment  Operators- Underground  Sewer & Water	Welder	\$86.69	<b>15</b> J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Wheel Tractors, Farmall	\$81.51	<b>15</b> J	11 <b>G</b>	8X
Power Equipment  Operators- Underground  Sewer & Water	Yo Yo Pay Dozer	\$85.93	<b>15</b> J	11G	8X
Power Line Clearance Tree <u>Trimmers</u>	Journey Level In Charge	\$64.20	5 <b>A</b>	4A	

Power Line Clearance Tree  Trimmers	Spray Person	\$60.74	5A	4A
Power Line Clearance Tree  Trimmers	Tree Equipment Operator	\$64.20	5A	4A
Power Line Clearance Tree <u>Trimmers</u>	Tree Trimmer	\$57.29	5 <b>A</b>	4A
Power Line Clearance Tree <u>Trimmers</u>	Tree Trimmer Groundperson	\$43.05	5 <b>A</b>	4A
Refrigeration & Air Conditioning Mechanics	Journey Level	\$95.46	5 A	1 <b>G</b>
Residential Brick Mason	Journey Level	\$32.30		1
Residential Carpenters	Journey Level	\$32.48		1
Residential Cement Masons	Journey Level	\$20.67		1
Residential Drywall Applicators	Journey Level	\$51.52	<b>15</b> J	4C
Residential Drywall Tapers	Journey Level	\$34.10		1
Residential Electricians	Journey Level	\$47.21	7F	1D
Residential Glaziers	Journey Level	\$56.50	7L	1H
Residential Insulation Applicators	Journey Level	\$23.91		1
Residential Laborers	Journey Level	\$23.64		1
Residential Marble Setters	Journey Level	\$32.30		1

Residential Painters	Journey Level	\$24.50		1
Residential Plumbers & Pipefitters	Journey Level	\$57.55	5 <b>A</b>	1 <b>G</b>
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$102.92	7 <b>F</b>	1E
Residential Sheet Metal Workers	Journey Level	\$24.60		1
Residential Soft Floor Layers	Journey Level	\$30.31		1
Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$37.16		1
Residential Stone Masons	Journey Level	\$32.30		1
Residential Terrazzo Workers	Journey Level	\$32.30		1
Residential Terrazzo/Tile Finishers	Journey Level	\$35.85		1
Residential Tile Setters	Journey Level	\$32.30		1
Roofers	Journey Level	\$67.45	5A	3H
Roofers	Using Irritable Bituminous Materials	\$70.45	5 <b>A</b>	3H
Sheet Metal Workers	Journey Level (Field or Shop)	\$99.46	7 <b>F</b>	1E

Shipbuilding & Ship Repair	New Construction Boilermaker	\$58.93	7X	<b>4</b> J
Shipbuilding & Ship Repair	New Construction Carpenter	\$51.85	7X	<b>4</b> J
Shipbuilding & Ship Repair	New Construction Crane Operator	\$43.00	7V	1
Shipbuilding & Ship Repair	New Construction Electrician	\$58.98	7X	<b>4</b> J
Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$91.81	15H	11C
Shipbuilding & Ship Repair	New Construction Laborer	\$58.60	7X	<b>4</b> J
Shipbuilding & Ship Repair	New Construction  Machinist	\$58.79	7X	<b>4</b> J
Shipbuilding & Ship Repair	New Construction Operating Engineer	\$43.00	7V	1
Shipbuilding & Ship Repair	New Construction Painter	\$58.72	7X	<b>4</b> J
Shipbuilding & Ship Repair	New Construction Pipefitter	\$59.07	7X	<b>4</b> J
Shipbuilding & Ship Repair	New Construction Rigger	\$58.93	7X	<b>4</b> J
Shipbuilding & Ship Repair	New Construction Sheet Metal	\$58.68	7X	<b>4</b> J
Shipbuilding & Ship Repair	New Construction Shipwright	\$51.85	7X	<b>4</b> J

Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$43.00	7V	1	
Shipbuilding & Ship Repair	New Construction Welder / Burner	\$58.93	7X	<b>4</b> J	
Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$58.93	7X	<b>4</b> J	
Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.85	7X	<b>4</b> J	
Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<b>7</b> Y	4K	
Shipbuilding & Ship Repair	Ship Repair Electrician	\$58.98	7X	<b>4</b> J	
Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$91.81	15H	11 <b>C</b>	
Shipbuilding & Ship Repair	Ship Repair Laborer	\$58.60	7X	<b>4</b> J	
Shipbuilding & Ship Repair	Ship Repair Machinist	\$58.79	7X	<b>4</b> J	
Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<b>7</b> Y	4K	
Shipbuilding & Ship Repair	Ship Repair Painter	\$58.72	7X	<b>4</b> J	
Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$59.07	7X	<b>4</b> J	
Shipbuilding & Ship Repair	Ship Repair Rigger	\$58.93	7X	<b>4</b> J	
Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$58.68	7X	<b>4</b> J	
Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.85	7X	<b>4</b> J	

Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	7Y	4K	
Sign Makers & Installers (Electrical)	Journey Level	\$16.66		1	
Sign Makers & Installers (Non-Electrical)	Journey Level	\$16.66		1	
Soft Floor Layers	Journey Level	\$63.29	15J	4C	
Solar Controls For Windows	Journey Level	\$16.66		1	
<u>Sprinkler Fitters (Fire</u> <u>Protection)</u>	Journey Level	\$98.99	5C	1X	
Stage Rigging Mechanics (Non Structural)	Journey Level	\$16.66		1	
Stone Masons	Journey Level	\$71.82	7E	1N	
Street And Parking Lot Sweeper Workers	Journey Level	\$16.66		1	
<u>Surveyors</u>	Assistant Construction Site Surveyor	\$86.36	7 <b>A</b>	11H	8X
<u>Surveyors</u>	Chainman	\$82.59	7 <b>A</b>	11H	8X
Surveyors	Construction Site Surveyor	\$87.82	7 <b>A</b>	11H	8X
<u>Surveyors</u>	Drone Operator (when used in conjunction with survey work only)	\$82.59	7A	11H	8X

<u>Surveyors</u>	Ground Penetrating Radar Operator	\$82.59	7 <b>A</b>	11H	8X
Telecommunication Technicians	Telecom Technician Journey Level	\$58.51	5B	1B	
<u>Telephone Line</u> <u>Construction - Outside</u>	Cable Splicer	\$41.35	5 <b>A</b>	2В	
<u>Telephone Line</u> <u>Construction - Outside</u>	Hole Digger/Ground Person	\$27.31	5A	2В	
<u>Telephone Line</u> <u>Construction - Outside</u>	Telephone Equipment Operator (Light)	\$34.53	5A	2B	
<u>Telephone Line</u> <u>Construction - Outside</u>	Telephone Lineperson	\$39.07	5A	2В	
<u>Terrazzo Workers</u>	Journey Level	\$67.51	7E	1N	
<u>Tile Setters</u>	Journey Level	\$65.51	7E	1N	
Tile, Marble & Terrazzo <u>Finishers</u>	Finisher	\$56.34	7E	1N	
<u>Traffic Control Stripers</u>	All cleanup required in connection with traffic control stripers work (Group 1)	\$92.44	15L	1K	
<u>Traffic Control Stripers</u>	Handling, painting and installing of all car stops, stop signs and any other type sign (Group 2)	\$62.69	15L	1K	

<u>Traffic Control Stripers</u>	Installation of guard rail and posts and similar protective devices (Group	\$62.69	15L	1K
<u>Traffic Control Stripers</u>	Installation of parking gates, ticket spitters and other mechanical and automatic control devices (Group 2)	\$62.69	15L	1K
<u>Traffic Control Stripers</u>	Installation of plastic metal or composition button, or lines used instead of paint (Group 1)	\$92.44	15L	1K
<u>Traffic Control Stripers</u>	Line removal; chemical sand and hydro-blast, paint and button (Group 1)	\$92.44	15L	1K
<u>Traffic Control Stripers</u>	Manufacturing and installation of all car stops and control devices and similar traffic regulators (Group 2)	\$62.69	15L	1K
Traffic Control Stripers	Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety and control devices/barricades (Group 2)	\$62.69	15L	1K

<u>Traffic Control Stripers</u>	Painting and installing lines, arrows, bumpers, curbs, etc., on parking lots, air fields, highways, game courts (Group 1)	\$92.44	15L	1K	
Traffic Control Stripers	Preparation and maintenance of all surfaces (Group 1)	\$92.44	15L	1K	
Traffic Control Stripers	Seal coating, slurry coating and other surface protection (Group 2)	\$62.69	15L	1K	
Truck Drivers	Asphalt Mix Over 16 Yards	\$78.65	15J	11M	8L
Truck Drivers	Asphalt Mix To 16 Yards	\$77.81	15J	11M	8L
Truck Drivers	Dump Truck	\$77.81	15J	11M	8L
Truck Drivers	Dump Truck & Trailer	\$78.65	15J	11M	8L
Truck Drivers	Other Trucks	\$78.65	15J	11M	8L
Truck Drivers - Ready Mix	Transit Mix	\$78.65	15J	11M	8L
Well Drillers & Irrigation  Pump Installers	Irrigation Pump Installer	\$16.66		1	
Well Drillers & Irrigation  Pump Installers	Oiler	\$16.66		1	
Well Drillers & Irrigation  Pump Installers	Well Driller	\$16.66		1	

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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 fourten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

# **Overtime Codes Continued**

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

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

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

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

#### EXCEPTION:

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

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

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

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

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

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

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

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

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

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

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

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

# **Overtime Codes Continued**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Overtime Codes Continued**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Holiday Codes**

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

#### **Holiday Codes Continued**

- 5. I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
  - K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
  - L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
  - N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
  - Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
  - R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
  - S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

- 6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
  - H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
  - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

#### **Holiday Codes Continued**

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

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

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

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

#### **Note Codes**

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

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

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

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

#### **Note Codes Continued**

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

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

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

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

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

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

#### **Note Codes Continued**

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

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

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

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

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

#### **Note Codes Continued**

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

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

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

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

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

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

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

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

# **APPENDIX B**

# Vendor Service Agreement and

**Contract Bond – Informational Only** 

#### **VENDOR SERVICES AGREEMENT**

Skagit County, through the Department of (hereinafter referred to as County) and (hereinafter referred to as Contractor), for and in consideration of the mutual benefits do hereby agree as follows:

- 1. Contractor will provide the following service/products at such time and in such manner as described in **"Exhibit A"**.
- 2. County will compensate Contractor a maximum of , chargeable to GL expenditure code(s) # , and others as may be necessary.
- 3. The parties agree that Contractor is an independent contractor, and not an employee nor agent of Skagit County. Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Contractor is an employee of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor. Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Contractor represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.
- 4. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

- 5. This Contract shall commence on and continue until either party terminates by giving 30 days' notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, but in no event shall the contract continue for more than one year from date of execution.
- 6. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

- 7. The Contractor will secure, at his own expense, all personnel required in performing said services under this Contract. Contractor shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold County harmless therefrom.
- 8. The Contractor shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. A certificate of insurance naming the County, its elected officials, and employees as additional insured's and naming the County as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to the County of cancellation of the insurance policy is required. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached hereto as set forth in "Exhibit "B". The contractors insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractors insurance and shall not contribute to it.

### 9. Prevailing Wages:

Contractor and subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

#### 10. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

<b>VENDOR SERVICES A</b>	GREEMENT
	. CONTRACTOR

# CONTRACTOR:

Signature & Title of Signatory (Date)	
Print Name	
Title	
Mailing Address:	
Telephone No Fed. Tax ID # Contractor Lic. #.	

VENDOR SERVICES	AGREEMENT , CONTRACTOR		
DATED this	day of	, 2025.	
			BOARD OF COUNTY COMMISSIONERS SKAGIT COUNTY, WASHINGTON
			Lisa Janicki, Chair
			Ron Wesen, Commissioner
Attest:			Peter Browning, Commissioner
Clerk of the Boa	rd	-	For contracts under \$5,000: Authorization per Resolution R20030146
Recommended:			County Administrator
Department Hea	ad		
Approved as to t	form:		
Civil Deputy Pro	secuting Attorney	_	
Approved as to i	indemnification:		
		_	
Risk Manager			
Approved as to I	budget:		
Budget & Finance	ce Director	_	

# EXHIBIT "A"

## **SCOPE OF SERVICES**



#### **EXHIBIT "B"**

#### **PROOF OF INSURANCE**

The Contractor shall provide proof of insurance for Commercial General Liability or Professional Liability in the amount of \$1,000,000.00 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. Contractors insurance shall be primary.

The type of insurance required by this Agreement is marked below.

1) Commercial General Liability Insurance
 Certificate Holder – Skagit County

The Certificate must name the County as additional insured: Skagit County, its elected officials, officers and employees are named as additional insured.

Thirty (30) days written notice to the County of cancellation of the insurance policy.

2) Professional Liability
 Certificate Holder – Skagit County
 Thirty (30) days written notice to the County of cancellation of the insurance policy

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

3)	Insurance is waived
Date	
	Risk Manager

# **APPENDIX C**

# Mandatory Bidder Responsibility Criteria – Informational Only

#### MANDATORY BIDDER RESPONSIBILITY CRITERIA

It is the intent of Skagit County to award a contract to the lowest responsive and responsible bidder. The bidder must meet the following criteria to be considered a responsible bidder. The bidder will be required to submit documentation demonstrating compliance with these criteria to the satisfaction of Skagit County either at time of bid submittal or within 24 hours of the bid submittal deadline as noted below. If a bidder does not provide the appropriate documentation, as required by Skagit County, the bidder will not be considered a responsible bidder, and the bid will be rejected.

- 1. **At time of bid submittal**, the bidder must be registered/licensed contractor in compliance with Chapter 18.27 RCW, and must provide this number with bid.
  - If applicable, bidder may also be required to submit with bid: a) an electrical contractor license, if required by Chapter 19.28 RCW; and/or b) an elevator contractor license, if required by Chapter 70.87 RCW.
- 2. **At time of bid submittal**, the bidder must have completed the mandatory Prevailing Wage Training offered by the Department of Labor and Industries (L&I), or meet the L&I exemption requirements.
- 3. The bidder must have a current Washington State Unified Business Identifier (UBI) number and provide the number to Skagit County **at time of bid submittal**. This will be verified with the Washington State Department of Revenue.
- 4. The bidder must provide Washington State Industrial Insurance Coverage (a/k/a workers' compensation) in accordance with Washington State Department of Labor & Industries, within 24 hours of the bid submittal deadline, if applicable.
- 5. The bidder must provide their Employment Security Department number to Skagit County at time of bid submittal, as required in Title 50 RCW, if applicable. Bidder must provide document reflecting the appropriate number from the Employment Security Department to Skagit County within 24 hours of the bid submittal deadline, if applicable.
- 6. The bidder must have a Washington State Excise Tax Registration Number as required in Title 82 RCW, if applicable, **at time of bid submittal**. This will be verified with the Washington State Department of Revenue.
- 7. The bidder must not be currently disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). This will be verified with the Washington State Department of Labor & Industries.
- 8. FEDERAL DEBARMENT: The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as a current debarred or suspended bidder on the U.S. General Services Administration's "System for Award Management System" website, and will be verified through this website: <a href="https://www.sam.gov/SAM/">https://www.sam.gov/SAM/</a>
- 9. Apprenticeship Utilization Plan submitted at time of bid for non-federally funded public works projects over \$2 million. Verify that the contractor has not been found to be out of compliance with RCW 39.04.320 within 1 year of the bid due date.

## TO BE VERIFIED BY SKAGIT COUNTY

## **Mandatory Bidder Responsibility Checklist**

The following checklist will be used by Skagit County Public Works in documenting that a Bidder meets the mandatory bidder responsibility criteria. A copy of documentation from the appropriate websites will be included with this checklist and placed in the contract file. This checklist is provided to Bidder as a reference tool to determine and verify mandatory requirements.

General Information	
Project Name:	Project Number:
Bidders Business Name:	Bid Submittal Deadline:
Contractor Registration - Lnl Verify a Contractor	
License Number:	Status: Active? Yes No
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
does the Subcontractor have an Electrical Subcontractor have an El	apter 70.87 RCW, does the evator Contractor's License?
L&I Prevailing Wage Training Completed -	
Does the Contractor need to complete L&I Prevailing Wage training?	Yes No No
Apprentice Utilization Requirement RCW 39.04.320	
Is this a public Works project over \$2M?	Yes ☐ No ☐
Was Apprentice Uitilization Plan submitted with bid?	Yes 🗌 No 🗌 N/A 🗍
Has the contractor been found out of compliance with RCW 39.04.320 within 1 year	Yes ☐ No ☐ N/A ☐
of the bid due date?	
Current UBI Number -	
UBI Number:	Account Status: Open ☐ Closed ☐
Industrial Insurance Coverage -	
Account Number:	Account Status Current?  Yes ☐ No ☐
Contractor and Plumber Infraction List – L&I Strike List	
Is Bidder on Infraction List?	Yes ☐ No ☐
Not Disqualified from Bidding – <u>L&amp;I Debarred Contractor List</u>	
Is the Bidder listed on the "Contractors Not Allowed to Bid on Public Works Projects" List?	Yes No No
State Excise Tax Registration Number – DOR Business Lookup	
Tax Registration Number:	Account Status: Open ☐ Closed ☐
Federal Debarment – www.sam.gov/SAM/	
Debarred or Suspended by the Federal Government?	Yes ☐ No ☐
Employment Security Department (ESD) Number –	
Employment Security Department Number:	
<ul> <li>Has Bidder provided account number on the Bid Form?</li> </ul>	Yes ☐ No ☐
Has Bidder provided documentation from ESD on Account Number?	Yes ☐ No ☐
Documentation must be received within 24 hrs. of Bid Submittal Deadline.	
Checked by:	Deter
Name & Signature of Skagit County Employee:	Date:
Responsible Bidder	Yes 🗆 No 🗀

# **CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that Skagit County, a Municipal Corporation
of Washington, has awarded of
oi
Principal, and as Surety,
are jointly and severally held and bound unto the County of Skagit in the penal sum of (\$\), dollars, for the payment of
which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.
THE COMPITION (III I I I I I I I I I I I I I I I I I
THE CONDITION of this bond is such that whereas, on the day of A.D., 2025, the said Principal, herein, executed a certain contract
with the County of Skagit by the items, conditions and provisions of which contract the
said, Principal, herein agree to furnish al
material and do certain work, to wit: That wil
undertake and complete the construction of
2025 Oil Tank Cleaining and Maintenance
according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth a length. The bond shall cover all approved change orders as if they were in the origina contract.
NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by (principal) undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this	day of	, 2025.
		(Principal)
	_	
Attorney-in-Fact, Surety	(O)	
Name and Address		
Local Office of Agent	<b>y</b>	
APPROVED AS TO FORM RICH WEYRICH		APPROVED AS TO FORM BONNIE BEDDALL
Skagit County Prosecuting Attorney  BY:		Skagit County Risk Manager
Approving Authority		ity
DATE:		, 2025
SURETY BOND NUMBER		CONTRACT NUMBER

#### NOTICE OF CALL FOR BIDS

NOTICE IS HEREBY GIVEN by SKAGIT COUNTY that sealed bids will be received and opened in the Skagit County Commissioners Hearing Room, 1800 Continental Place, Mount Vernon, WA 98273 on **Monday**, **May 5**, **2025**, at the hour of 1:45 p.m., or as soon thereafter as possible, for the following work:

#### Cleaning of One (1) Oil tank

Attendance will be in person or remote by computer, tablet, or smartphone: <a href="https://us06web.zoom.us/j/87180001980?pwd=eEVGUGkxZ3NkQkhYSnhBMEo2RTQrdz09">https://us06web.zoom.us/j/87180001980?pwd=eEVGUGkxZ3NkQkhYSnhBMEo2RTQrdz09</a> or by telephone: 1 (253) 215-8782 – Meeting ID: 871 8000 1980 Passcode: 143573. for the following:

PROJECT DESCRIPTION: Skagit County wishes to obtain services for Cleaning of One (1) Oil Tank.

Skagit County's Estimate Range is: \$40,000.00 to \$65,000.00

Information, copies of specifications and addenda for this project will be available on-line beginning **Wednesday**, **April 16**, **2025** at <a href="http://www.skagitcounty.net/rfp.">http://www.skagitcounty.net/rfp.</a>; or obtained at Skagit County Public Works, 1800 Continental Place, Mount Vernon, Washington; (360) 416-1400. Contractors who download provisions and specifications are advised to e-mail <a href="mailto:jasonb@co.skagit.wa.us">jasonb@co.skagit.wa.us</a> to be added to plan holders' list to receive any addenda that may be issued.

All questions shall be in writing and submitted no later than 4:00 p.m., Friday, April 25, 2025, to Jason Bloodgood, Equipment Division Manager, by e-mail to <a href="mailto:jasonb@co.skagit.wa.us">jasonb@co.skagit.wa.us</a> with the subject line reading, "Cleaning of One (1) Oil Tank". All Addenda will be posted on-line for this Project by 4:00 p.m. Monday, April 28, 2024, if further Addenda are required, the bid opening may be postponed.

All bid envelopes must be plainly marked on the outside, "Cleaning of One (1) Oil Tank", including bidder's name and address on the outside of the envelope. Sealed bids shall be received by one of the following delivery methods no later than Monday, May 5, 2025, at the hour of 1:45 p.m. Proposals are to be submitted on the forms provided in the bid proposal packet. Incomplete proposals and proposals received after 1:45 p.m., Tuesday, May 5, 2025, cannot be considered. Oral, telephonic, telegraphic, electronic or faxed proposals will not be accepted.

- Hand delivered: Bids delivered in person shall be received only at the office of the SKAGIT COUNTY COMMISSIONERS, Reception Desk, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273-5625.
- 2. **Via mail**: Bids shall be mailed to the SKAGIT COUNTY COMMISSIONERS, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273-5625.

**INSURANCE**: Commercial General Liability Insurance, Business Automobile Insurance, and Industrial Insurance (Worker's Compensation) are a requirement of this project.

**BID GUARANTY:** No bid will be considered unless accompanied by a surety company bid bond, or a certified or cashier's check payable to the order of Skagit County for a sum not less than five percent (5%) of the total bid price.

**PREVAILING WAGES:** This work is considered a Public Work and therefore the contractor is subject to pay his employees not less than the "prevailing rate of wages" as set forth by the Washington State Department of Labor and Industries. Bidders are advised to consider this charge when tabulating bids.