

**KITSAP COUNTY  
CENTRAL COMMUNICATIONS  
PURDY TOWER SITE DEVELOPMENT**



**INFORMAL BID 2009-132**

## DIRECTORY OF CONTACTS

### **OWNER**

Kitsap County Central Communications  
CENCOM  
Contact: Dean Heistand  
911 Carver Street  
Bremerton, WA 98312  
Phone: (360) 307-5800  
Fax: (360) 762-1265ail: [dheistand@co.kitsap.wa.us](mailto:dheistand@co.kitsap.wa.us)

### **PERMITTING CONSULTANT**

Michael Aippersbach & Associates  
Contact: Michael Aippersbach  
P.O. Box 95429  
Seattle, WA 98145-2429  
Phone: (206) 523-3764  
Fax: (206) 524-0337  
E-Mail: [maipp@comcast.com](mailto:maipp@comcast.com)

### **PROPERTY OWNER**

Pierce County  
Contact: Tim Lenk  
Phone: (253) 798-7147

### **PROJECT MANAGER**

#### **OWNERS REPRESENTATIVE**

Michael Aippersbach & Associates  
Contact: Michael Aippersbach  
P.O. Box 95429  
Seattle, WA 98145-2429  
Phone: (206) 523-3764  
Fax: (206) 524-0337  
E-Mail: [maipp@comcast.com](mailto:maipp@comcast.com)

### **ARCHITECT**

Communication Services Inc  
Contact: Mike Mullen  
3702 W. Valley Hwy N., Suite 300  
Auburn, WA 98001  
Phone: (253) 735-4525  
Fax: (253) 735-4554  
E-mail: [mmullen@com-serv.com](mailto:mmullen@com-serv.com)

### **CRANE OPERATOR**

Magnum Crane Service  
Contact: Bruce Miller  
P.O. Box 400  
Auburn, WA 98071  
Phone: (253)-630-6244  
Fax: (253) 630-2646  
E-Mail: [brucem@magnumcrane.net](mailto:brucem@magnumcrane.net)

### **FACTORY FABRICATED (USED) BUILDING**

Fibrebond.  
1300 Davenport Drive  
Minden, LA 71055  
Phone: (318) 377-1030



BID # 132

**CENTRAL COMMUNICATIONS  
(CENCOM)  
PURDY TOWER SITE DEVELOPMENT**

<b>BID SUBMISSION DATE &amp; TIME</b>	<b>AUGUST 10, 2009 @ 3:00 PM KITSAP COUNTY ADMINISTRATIVE SERVICES PURCHASING DIVISION 614 DIVISION STREET MS-20 PORT ORCHARD, WASHINGTON 98366</b>
<b>SITE VISIT SITE LOCATION</b>	<b>TUESDAY JULY 28, 2009 10: 00 A.M AT  14515 54<sup>TH</sup> AVE NW PURDY, WA 98332</b>
<b>ENGINEERS ESTIMATE</b>	<b>\$60,000.00</b>

**NOTICE IS HEREBY GIVEN** that the Kitsap County Purchasing Office will receive sealed bids for Kitsap County Central Communication ( CENCOM ), up to 3:00 PM on Monday, August 10, 2009 Bids are to be received in the Purchasing Office, located on the fourth floor of the Kitsap County Administration Building at 619 Division Street, Port Orchard, Washington 98366.

Prospective Bidders are hereby notified that they are solely responsible for ensuring timely delivery of their bid on or before the bid **submission** date and time indicated above.

**GENERAL DESCRIPTION OF WORK:**

The Contractor shall have the responsibility for performing the following:

1. All site preparation, development and/or alteration, trenching (as needed), supply and placing any needed gravel, asphalt, or concrete.
2. Contractor shall be responsible for all on-site safety, safety training, use of hazardous materials, and compliance with OSHA and WISHA safety requirements.
3. Contractor shall be responsible for all work, construction, and methods used on the site.
4. All work shall conform to building codes used by Pierce County and the National Electrical Code.
5. If drawings or Statement of Electrical Work show a conflict or work cannot be completed per the drawings or the statement of electrical work, the Contractor shall stop work on that portion of the project and contact Project Manager or Owner for additional clarification.
6. The Contractor shall stop work immediately and notify the Project Manager or Owner should any hazardous materials be discovered during excavation.
7. Call for Locate to verify any underground utilities that may be in the area.
8. Construct foundation for owner-supplied factory-fabricated used equipment shelter (stored at site). A copy of the shelter drawings is included with the Bid Notice as a reference.
9. Arrange for and coordinate placement of owner-supplied factory-fabricated shelter onto foundation and secure to foundation with owner-supplied steel plates.
10. Furnish and install wiring for automatic transfer switch (ATS) and connection to existing on-site generator.

11. Furnish and install manual transfer switch (MTS) per Statement of Electrical Work.
12. Test all electrical service systems (including operation of HVAC units).
13. Install owner-supplied fire extinguisher.
14. Remove plywood panel from fan opening and install owner-supplied hood on the shelter exterior.
15. Install owner-supplied exterior light fixture.
16. Install owner-supplied canopy.
17. Verify proper operation and coordination between generator, CENCOM ATS, and existing Pierce ATS.
18. Furnish and install 200 Amp AC electrical service including transformers as needed.
19. Furnish and install inside the shelter the electrical system additions and components as outlined on the drawing and as required.
20. Furnish and install meter base. Coordinate with power company to have meter installed.
21. Trench, furnish and install 2-1/2 inch conduit for electrical service from the designated power pole to shelter.
22. Trench, furnish and install 3-inch conduit for power and 1-inch conduit for control between the existing generator and the new shelter.
23. Trench and install 2-1/2 inch conduit for future telephone service from the existing shelter to the new shelter and coordinate with Century Tel termination of the existing service at port for new shelter.
24. Coordinate with electrical utility and install AC power to site.
25. Furnish and install cable (ice) bridge to antenna. Exothermically weld ground connections to all posts to the ground system.
26. Furnish and install grounding system as outlined in drawings and the Statement of Electrical Work.
27. Install owner-supplied cable ladder.
28. Install (3) owner-supplied antennas and feed lines and move (1) antenna and feed line per plans and Statement of Electrical Work. Document and label all antenna cables with weatherproof colored tape on both sides of the waveguide entry port.
29. Install owner-supplied Dipole antenna at the top of the tower after building permit has been finalized. Coordinate with Project Manager or Owner for exact location on tower.
30. Provide all site restoration, waste disposal, and transport of surplus materials.
31. Provide for all drawing and code required inspections (using third-party inspectors where necessary).

## **STATEMENT OF WORKS FOR ELECTRICAL**

The shelter was purchased used and was originally manufactured by Fibrebond as described in Fibrebond drawing set D-7668 for shelter #28379.

The shelter is being installed at an existing site and will be sharing an existing backup generator and propane tank.

### **Building and Equipment Grounding**

1. Per drawing set, contractor is responsible for installation of external buried ground system and will be required to secure existing coiled solid copper wire to the buried ground system at (6) six points from inside the shelter (fed through pre-drilled holes) and at (6) six points outside the shelter. Contractor will fill any unused pre-drilled holes to insure no pests or water enters the building.
2. Contractor will inspect to verify the following:
  - a. That all ancillary support apparatus within the equipment shelter is bonded to the Main Ground Bus (MGB) or the internal perimeter ground bus conductor with an equipment grounding conductor as defined below. Crimp-type lugs using tools specifically designed for the lugs shall be used. Paint shall be removed, if necessary, and lug shall be attached to equipment using stainless steel hex-head bolt, split-type lock-washer and hex nut. Washers are not allowed between lug and equipment. Anti-oxidation material such as "No-Ox" or similar product shall be used between the grounding lug and the item being grounded. Daisy chain connection arrangements shall not be used. Manufacturers' installation instructions shall be followed when bonding ancillary support apparatus to the site ground system. Connections shall be made to the terminal provided on the equipment or some other suitable point on the apparatus. Ancillary support apparatus includes but is not limited to:
    - Each cable tray section
    - Storage cabinets.
    - Battery racks.
    - Metallic window frames, doors and door frames.
    - HVAC grills, ducts, units, motors, motor controllers, control panels, junction and terminal boxes.
    - Panelboards.
    - Switchboards.
    - Generator frames.
    - Automatic and manual transfer switches.
    - Transformers.
    - UPS units.
    - Metallic housing of AC power surge suppressor devices.
    - Primary telephone surge suppressor ground terminal(s).
  - b. The following is bonded to the internal perimeter ground bus or MGB:

All support apparatus within an equipment building, a generator or power distribution room, a room or specific equipment area and located within 8 feet vertically or 6 feet horizontally of ground or grounded metal objects (per NFPA 70, Article 250(f)).

- Metallic building structures and piping systems.
  - Steel roof trusses.
  - Exposed support beams and columns.
  - Any exposed building support structure and building frame when located within 8 feet vertically or 6 feet horizontally of the communications equipment.
  - Electrical metallic conduits shall be bonded to the perimeter ground conductor at any point where they cross within 6 inches of the perimeter ground conductor.
  - Metallic conduit run parallel to the perimeter ground bus shall be bonded at the points where it enters to within 6 inches of the perimeter ground bus conductor and at the point where it transitions away from the perimeter ground bus conductor. Each metallic conduit shall be connected to the perimeter ground bus conductor with a separate equipment grounding conductor using saddle clamps or other suitable pipe clamps designed for conduit grounding.
- c. The equipment grounding conductors are installed along the cable tray or other suitable support medium. One end of the conductor is bonded to the equipment or support apparatus, the other end of the conductor shall be bonded to the ground bus or internal perimeter ground bus conductor. The equipment grounding conductors are bonded to the ground bus conductor using suitable, approved methods.
- d. The equipment grounding conductor is a #6 AWG, or larger, green jacketed, stranded copper conductor. Braided conductor shall not be used.
- e. Bends in grounding conductors are a minimum of 8 inches. Bend radius shall be less than 90 degrees. All grounding conductors shall be cut to proper length to ensure there is no excess which could create an electrical choke or unintended path for lightning strikes.

**ELECTRICAL**

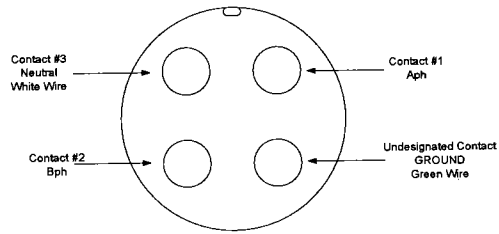
3. Contractor shall reconfigure existing AC panelboard as shown providing for 11 new 20A circuits to power up to 33 new AC outlets and removed unused wiring.

1	Rectifier #1	2	HVAC #1
3		4	
5	Rectifier #2	6	HVAC #2
7		8	
9	Rectifier #3	10	Power Fail
11		12	
13	Rectifier #4	14	Int. Receptacle
15		16	Int. Light

17	Rectifier #5 – Change from 40A to 20A	18	Exterior Lights
19		20	Rectifier #11 Optional– Change from 40A to 20A
21	Rectifier #6– Change from 40A to 20A	22	Rectifier #12 Optional– Change from 40A to 20A
23		24	Rectifier #13 Optional– Change from 40A to 20A
25	Rectifier #7– Change from 40A to 20A	26	Rectifier #14 Optional– Change from 40A to 20A
27		28	Rectifier #15 Optional– Change from 40A to 20A
29	Rectifier #8– Change from 40A to 20A	30	Rectifier #14 Optional– Change from 40A to 20A
31		32	Rectifier #15 Optional– Change from 40A to 20A
33	Rectifier #9– Change from 40A to 20A	34	Rectifier #14 Optional– Change from 40A to 20A
35		36	Rectifier #15 Optional– Change from 40A to 20A
37	Rectifier #10 Optional– Change from 40A to 20A	38	Rectifier #15 Optional– Change from 40A to 20A
39		40	Vent Fan
41	Ext. Receptacle	42	

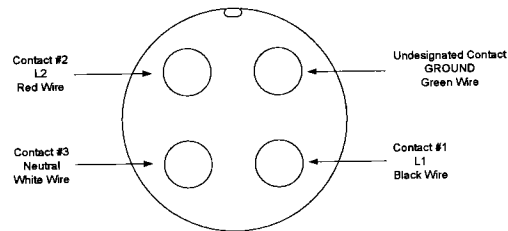
4. Contractor will furnish and install one 200 AMP, single-phase manual transfer switch, a Square D Service Disconnect / Manual Transfer Switch or approved equal and a Square D Catalog No. 82354 with DT100G Service Grounding Kit or approved equal. The existing configuration is shown in the Fibrebond as built drawing for the shelter. The new configuration with the manual transfer switch is shown in the Purdy drawing set. The manual transfer switch will be mounted on the exterior of the shelter on the same wall as the existing service disconnect and Appleton plug. The existing connection to the Appleton plug will be wired instead to the manual transfer switch. The manual transfer switch will also be wired to the existing generator and to the relocated Appleton plug. The Appleton plug will be relocated on the same wall and also rewired to meet CENCOM standard wiring for the Appleton plugs as shown below.

Existing Wiring for Appleton Plug:



Appleton  
AP20044RS  
Cord Mounted Plug  
(Exterior view)

Modified (Final) Wiring for Appleton Plug:



Appleton  
AP20044RS  
Cord Mounted Plug  
(Viewed from Receptacle  
Mating Side)

- Contractor shall prepare a cable for use with a portable generator consisting of an Appleton Plug (existing) with 50 feet of #3/0 four stranded copper conductor heavy-duty cable suitable for the intended use. Receptacle and Plug shall be wired as shown in Figure 4. The unterminated end of cable shall have twelve inches of outer jacket removed. Durable machine printed labels shall be attached to the cable and each conductor indicating:

**Cable**

120 / 240 VAC, 60 Hz, 200 AMP

**Conductor Purpose**

Green	Ground
White	Neutral
Black	L1
Red	L2

6. Contractor will furnish and install a permanent weatherproof label directly above Appleton receptacle. Label shall show a diagram of the Appleton receptacle indicating purpose of each conductor when viewed from external end of receptacle. Wall-mounted receptacle conductors will be mirror image of plug.
7. Contractor will furnish and install a wall mounted bracket in the shelter suitable to store the portable generator cable.
8. Contractor will furnish and install a 200 AMP Meter Socket as shown in the Purdy drawing set.
9. Contractor shall install AC outlets along the cable trays using conduit and metal boxes. The cable tray shall have AC outlets, covers and required fittings and accessories spaced at even intervals (approximately every 2 feet) along the length of the long cable tray runs with three receptacles per 20A circuit. The circuits shall be distributed evenly along the existing cable trays using available circuits and so no outlet has another outlet next to it on the same circuit. Panelboards shall include a schedule with initial assignments. Assignment schedule shall be attached to panelboard in a manner which allows removal and updating of schedule and does not require the use of tape or other adhesive.
10. Contractor shall install exterior light provided by customer.
11. Contractor shall verify the following:
  - a. All conductors shall be copper and sized to support circuit breakers and keep voltage drop at full load at less than 0.5%. Aluminum conductors are not allowed.
  - b. Each 120-volt circuit shall consist of three conductors, insulation colored as follows:
 

Green	Ground
White	Neutral
Black	Line

240-volt circuits shall include three 120-volt circuit conductors described above and red insulated conductor for Line 2.
  - c. Each receptacle, light switch and other loads shall be identified with a durable machine printed label indicating the loadcenter circuit number. The label shall be positioned so the designation is visible without the need for disassembly or removal of the plug or load.

## **GENERATOR AND ASSOCIATED ELECTRICAL EQUIPMENT**

12. Contractor shall wire control and load connections from the shelter to the existing generator via 1-inch and 3-inch separate conduit as shown on the Purdy drawing set. The load (power) connection shall be in parallel with the existing power connection to the existing shelter with connections at the generator installed within the existing generator cabinet. The power connection at the shelter will be wired to the newly installed manual transfer switch at the far end exterior wall of the shelter. The control lines will be wired in parallel with existing control lines to the existing shelter with connections installed within the existing generator cabinet. The control lines at the shelter will be wired to terminal strip connection inside the shelter inside the existing automatic transfer switch cabinet.
13. If not already provided for in the existing installation, contractor will provide a transfer switch door mounted operator control selector switch with TEST, NORMAL and RETRANSFER positions. Test position shall allow operator to test system under load or no-load conditions. Normal

position shall allow operator to place system in standby mode for full automatic operation. Retransfer position shall allow bypass of retransfer timer and cause immediate retransfer to normal power at operator's request.

## **WORKMANSHIP**

14. Contractor shall verify the following:

- a. All wiring, conduit, and equipment mounted inside and outside the building is aligned, plumb, level, straight and square to the building and equipment. Flexible conduits are cut to length and without excessive slack or bends.
- b. The number of conductors in conduits, panels and junction boxes are consistent with relevant standards, especially the National Electrical Code.
- c. Wall penetrations for HVAC units, conduits, cable entrance panel, doors and other equipment are sealed and made weathertight.

## **ANTENNA AND RF WORK**

15. Contractor shall install customer furnished cable tray/ice bridge from tower to the newly installed used (NIU) shelter per the Purdy drawing set. RF transmission lines will be re-routed from existing tower to NIU shelter. They shall be properly grounded at the entrance port and routed into the building as shown in the site drawings.

16. Other RF work specified in the bid documentation or drawing set.

## **PERFORMANCE TESTS AND OWNER'S ACCEPTANCE**

17. The Contractor shall submit a final performance test plan or test procedure for the Owner's approval. The test plan shall identify and describe the test equipment to be used and the procedures to be followed for evaluating the system performance to ensure conformance with these specifications.

18. Contractor shall complete performance tests which shall include, but are not limited to:

- (1) Inspection of all installations, workmanship, and material supplied
- (2) Standby generator operation under load
- (3) Transfer switch operation and timing while under load
- (4) HVAC operation including redundant system controls and timing

Testing shall be conducted by the Owner in accordance with the approved plan. All testing shall be under the direction and supervision of, and witnessed by, Owner or its designated representative.

All work shall be in accordance with plans, specifications, and other contract documents as administered by Kitsap County. However, the site is located in Pierce County so that all construction work shall be in compliance with Pierce County codes, ordinances, and regulations.

It is the intent of project scheduling that the Project Manager will have obtained building permits for the facility except for the OTC electrical permit.

The used factory-fabricated shelter is being stored at the site. The Contractor will be required to coordinate with the crane service (Magnum Crane - see Directory of Contacts) as to the timing of the setting the used shelter onto the foundation at the site. CENCOM will pay for the crane service.

NOTE: In any conflict with the above information and the provided drawings, the drawings and the Statement of Electrical Work dominate.

NOTE: CENCOM will provide all of the antennas and mounting equipment. Two of the antennas on the drawings have previously been installed. One is in its permanent location on the tower and the other will need re-location. Coordinate with Project Manager or Owner for the antenna that will need to be re-located and where it is to be located on the tower.

#### **SITE VISIT**

Due to the detailed, site-specific nature of the work and limited parking at the actual site, a pre-bid site visit is scheduled for 10:00 A.M. on Tuesday, July 28, 2009. Please park at the site using the construction gate (entrance) which is a graveled driveway located approximately 180-200 feet east of the entrance to the Pierce County Transfer Station (at 54<sup>th</sup> Avenue NW).

If there are any questions regarding the Kitsap County bidding process please contact R'Lene J. Orr @ 360-337-4410, Fax 360-337-4638, or email [rorr@co.kitsap.wa.us](mailto:rorr@co.kitsap.wa.us). Should there be any technical questions, please contact Michael Aippersbach, Project Coordinator at 206-523-3764, or email [maipp@comcast.net](mailto:maipp@comcast.net)

#### **NOTICE TO BIDDERS**

All work shall be in accordance with specifications and contract documents as administered by the representative of Kitsap County CENCOM. Workers of all contractors, subcontractors and lower tier subcontractors on all County public work projects, as the term public works is defined by RCW 39.040.010, shall be paid the "prevailing rate of wage" including "usual benefits" in kind and not by a cash payment in lieu of such usual benefits, as those terms are defined by Chapter 39.12 RCW. It is understood that the successful contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Respondents must correctly prepare and submit all required bidding documents to the Kitsap County Purchasing Office. The following documents are required for a complete bid package:

- Bid Proposal Sheet
- Bid Bond
- Certificate of Insurance
- Contractor's Washington State Registration
- Addenda Receipt, if any

Every item must be complete in all respects, including authorized signatures. Bidders shall acknowledge receipt of all addenda in the spaces provided. Failure to include all items may be cause for the bid to be rejected as non-responsive. Faxed bids will not be considered.

The Kitsap County Purchasing Office reserves the right to reject any or all responses for good cause, to waive any informality in any response and to delete certain items listed in the informal bid as set forth herein.

Respondents are advised that all proposals will likely be rejected if the lowest, responsible proposal received exceeds the user department's budget. In the event all proposals are rejected for this reason, this project will be deferred for re-advertising until a more competitive situation exists, or until the department's requirements are reduced.

## **INSURANCE REQUIREMENTS**

### **Minimum Limits of Insurance**

Contractor shall maintain limits of no less than:

1. Commercial General Liability:  
One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.  
Two million dollars (\$2,000,000) aggregate

Coverage shall be on an "occurrence basis"

Kitsap County shall be named, by endorsement, as an additional insured on the Contractor's insurance policy as respects to this contract. Such insurance as carried by the Contractor is primary over insurance carried by the County.

2. Comprehensive Automobile Liability Insurance:  
One million dollars (\$1,000,000) combined single limit per accident for Bodily Injury, or property damage. The coverage shall include the following:
  - a. Owned automobiles
  - b. Hired automobiles
  - c. Non-owned automobiles
3. Workers' Compensation and Employer's Liability: Workers' Compensation Coverage required by the State of Washington.
4. Notice of Cancellation: In the event of non-renewal, cancellation, or material change in coverage, a thirty (30) day written notice shall be furnished to the County prior to the date of cancellation, non-renewal or change.

## **CERTIFICATE OF INSURANCE MUST BE SUBMITTED**

### **BID BOND**

All bid proposals shall be accompanied by a bid deposit of 5% of the total bid to be received in the form of a surety bond, certified check, or cashiers check. Should the successful bidder fail to enter into such contract and furnish a "performance bond" meeting necessary requirements within the time of contract signing the bid proposal, the deposit shall be forfeited.

For contracts of **twenty-five thousand dollars or less**, at the option of the contractor, the County may, in lieu of the bond, retain fifty percent (50%) of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Washington's Department of Revenue and the Department of Labor & Industries and settlement of any liens, as per RCW 39.08.010.

**PLEASE INDICATE CONTRACT BINDING OPTION IN THE BOX BELOW:**

PERFORMANCE OR SURETY BOND

RETAIN 50% OF CONTRACT AMOUNT AS PER RCW 39.08.010

**PROPOSALS SHALL BE** submitted in a sealed envelope. The IFB number, title (as indicated above), and the date and time of the response deadline shall be clearly shown on the outside of the envelope.

You may respond by mail or hand-deliver to R'Lene J. Orr, Purchasing and Records Manager, Purchasing Office:

MAIL:  
Kitsap County  
Purchasing Office  
614 Division Street MS 20  
Port Orchard, WA 98366

HAND-DELIVER:  
Kitsap County Administration Bldg.  
Purchasing Office  
619 Division Street ,  
Fourth Floor, Room #413  
Port Orchard, WA

**COOPERATIVE PURCHASING: The Washington State Inter-local Cooperative Act 39.84 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated, if all parties are willing.**

BID PROPOSAL SHEET

The undersigned proposes to provide all permits, materials, equipment and labor for the Purdy Site Development.

SITE PROJECT BID AMOUNT \$ \_\_\_\_\_

WASHINGTON STATE SALES TAX \$ \_\_\_\_\_

TOTAL PROJECT COSTS \$ \_\_\_\_\_

This bid is made in accordance with the published requirements and warrants, receipt of which is hereby acknowledged, and is offered in accordance with the authority by the Kitsap County Purchasing Office.

COMPANY:

\_\_\_\_\_  
Name of Company Type or Print

NAME:

\_\_\_\_\_  
Type or Print

SIGNATURE:

\_\_\_\_\_ (Date)

TITLE:

\_\_\_\_\_

ADDRESS:

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

PHONE:

\_\_\_\_\_

FAX:

\_\_\_\_\_

EMAIL ADDRESS

\_\_\_\_\_

ADDENDA RECEIPT

Receipt of the following addenda to the contract documents is hereby acknowledged:

<u>Addendum Number</u>	<u>Date of Receipt of Addendum</u>	<u>Signed Acknowledgement</u>
1	_____	_____
2	_____	_____
3	_____	_____

(Note: Failure to acknowledge receipt of the addendum may be considered an irregularity in the proposal).

**SAMPLE CONTRACT  
KC--09**

**SMALL WORKS ROSTER PUBLIC WORKS CONTRACT**

THIS CONTRACT is entered into in duplicate originals between KITSAP COUNTY, a municipal corporation located in the State of Washington, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter called the "COUNTY," and \_\_\_\_\_ a \_\_\_\_\_ located at \_\_\_\_\_, hereinafter called the "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

**1. DURATION OF CONTRACT**

The term of this Contract shall commence upon the effective date set forth below. The CONTRACTOR shall substantially complete all work required under this Contract within a period of 10 working days from the Start Date stated in the written Notice to Proceed referenced in Section 7. Final completion and closeout of this Contract shall occur 10 working days after timely substantial completion, except as provided in Section 6 below. Time is of the essence in the performance of this Contract.

**2. DESCRIPTION OF THE WORK**

- a. The contractor shall provide all permits as needed, labor, materials, tools and equipment for the Project. The Contractor will be responsible for the decommissioning and the proper disposal of all debris associated with the work. The Contractor shall provide signs, flaggers and traffic control, if required.
- b. The CONTRACTOR shall do all work and furnish and pay for all materials equipment, and labor in accordance with the attached Project Documents, including, but not limited to any drawings, specifications, and any addenda thereto, all terms and conditions in the Call for Proposals for Small Works and any Instructions to Proposals, and the CONTRACTOR'S proposal. Further, the CONTRACTOR shall perform any alterations in or additions to the work covered by this Contract, and any extra work that may be ordered as provided for in this Contract if requested to do so by the COUNTY pursuant to Section 11.
- c. The CONTRACTOR, and any persons employed by the CONTRACTOR, shall use its best efforts to perform the services rendered under this Contract in a professional manner and in accordance with the usual and customary practice,

professional care and standard industry practice required for services of the type described in this Contract.

d. The CONTRACTOR shall complete its work required under this Contract in a timely manner and in accordance with the schedule agreed to by the parties.

e. From time to time during the progress of the work hereunder, the CONTRACTOR shall confer with the COUNTY. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

### **3. CONTRACT AMOUNT**

The COUNTY hereby agrees to pay the CONTRACTOR in the amount of \$\_\_\_\_\_ excluding sales tax and permits, according to the CONTRACTOR'S proposal (including accepted alternates) at the time and manner and upon the conditions provided for in this Contract.

### **4. PREVAILING WAGE**

a. Pursuant to RCW Chapter 39.12 and WAC 296-127, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages to its employees and provide documentation to the COUNTY of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of per diem wages shall be posted by the CONTRACTOR at the work site.

b. For contracts greater than \$2,500, a "Statement of Intent to Pay Prevailing Wages" (hereinafter "Statement of Intent") must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the CONTRACTOR. If the Contract is more than \$10,000, the Statement of Intent shall include the CONTRACTOR'S registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An 'Affidavit of Wages Paid' must be submitted to and approved by the State Department of Labor and Industries by the CONTRACTOR prior to release of the retained percentage. Copies of these documents shall be provided to the COUNTY prior to any payment being made to the CONTRACTOR. The fee for each of these documents shall be paid by the CONTRACTOR.

c. For contracts \$2,500 or less, the CONTRACTOR may submit the Statement of Intent to the COUNTY directly without the approval by the Washington State Department of Labor & Industries. Upon final acceptance of the work, the CONTRACTOR shall submit an "Affidavit of Wages Paid" to the COUNTY. Once it is received, the COUNTY may pay the CONTRACTOR in full including those funds the COUNTY would otherwise retain under RCW Chapter 60.28.

### **5. PAYMENT**

a. At monthly intervals, unless determined otherwise by the COUNTY, the CONTRACTOR shall submit to the COUNTY an invoice or billing statement. Within thirty (30) calendar days of receiving an invoice or billing statement, the COUNTY shall pay ninety-five (95) percent of the invoice if such invoice or statement is acceptable to the COUNTY. Five (5) percent of the invoice or statement amount shall

be retained in accordance with RCW Chapter 60-28. No invoice or billing statement will be paid until all schedules for the previous month have been met and other documentation required by the Project Documents have been submitted. If the CONTRACTOR has signed a letter of acceptance of fifty (50) percent payment in lieu of Performance and Payment Bond, each and every progress payment will be reduced accordingly by fifty (50) percent.

- b. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) working days following notice from the COUNTY, then, in its sole discretion and upon written notice to the CONTRACTOR, the COUNTY may withhold any and all monies due and payable to the CONTRACTOR without penalty until such failure to perform is cured or otherwise adjudicated.
- c. Unless otherwise provided for in this Contract or any of the Project Documents, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of this Contract and the Notice to Proceed or for work performed after the Contract's termination.
- d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or the Project Documents.

**6. PERFORMANCE AND PAYMENT BOND AND RETAINED PERCENTAGE**

a. Pursuant to RCW Chapter 39.08, the CONTRACTOR shall make, execute, and deliver to the COUNTY a performance and payment bond for the contract amount of \$\_\_\_\_\_. This bond shall also cover any and all approved change orders. The bond must be submitted within ten (10) days after notice of the award, exclusive of the day of notice. If the bidder to whom the contract is awarded fails to enter into the contract and provide the performance bond as required the amount of the bid deposit will be forfeited to the county and the contract awarded to the next lowest and best bidder.

For contracts of \$25,000 or less (including WSST), at the option of the CONTRACTOR, prior to the commencement of work, the CONTRACTOR may request in writing that, in lieu of the performance and payment bond, the COUNTY retain fifty (50) percent of the contract amount for a period of thirty calendar days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and Department of Revenue and settlement of any liens filed under RCW Chapter 60.28, whichever is later.

- b. In accordance with RCW Chapter 60.28, the COUNTY shall release any retained percentage withheld in the manner set forth in Section 5a., if after sixty (60) calendar days of final completion and acceptance of all contract work, no liens or claims are filed against the project, and after receipt of the Department of Revenue's Certificate designating taxes due or to become due are discharged and receipt by the COUNTY of an "Affidavit of Wages Paid." For contracts \$2,500 or less, the COUNTY may release the retained percentage prior to the expiration of the sixty-day waiting period if the CONTRACTOR has completed all

work and provided the COUNTY with an "Affidavit of Wages Paid" as provided in Section 4.c. herein.

c. Neither the COUNTY nor the COUNTY'S Representative shall have an obligation to pay or ensure the payment of money to any subcontractor except as may otherwise be required by law.

**7. NOTICE TO PROCEED**

The COUNTY shall issue a Notice to Proceed after the execution of the Contract and receipt of all necessary required documents, including, where applicable, Performance and Payment Bond (or 50% letter if contract amount, including WSST, is \$25,000 or less), a copy of insurance policies and/or any and all Certificates of Insurance and Additional Insured Endorsements. The Notice to Proceed shall provide the Start Date.

**8. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name of Representative:  
Title:  
Street Address:  
City, State and Zip Code:  
Telephone Number:  
Fax Number:                      E-mail Address:

b. For COUNTY:

Name of Representative:  
Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

All instructions, modifications, and changes to the Contract shall be conveyed to the CONTRACTOR through the OWNER'S REPRESENTATIVE. Any work executed upon the direction of any person or entity other than the OWNER'S REPRESENTATIVE may be considered defective and will be performed without reimbursement for said work to the CONTRACTOR. The OWNER'S REPRESENTATIVE shall have the authority to reject any and all nonconforming or defective work under the Project Documents.

**9. HOLD HARMLESS AND INDEMNIFICATION**

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature

whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the work rendered under this contract by the CONTRACTOR, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable; PROVIDED, HOWEVER, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents; and PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents, or subcontractors.

- b. In any and all claims against the County, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

## 10. INSURANCE

a. Workers' Compensation and Employer's Liability: The CONTRACTOR shall maintain workers' compensation insurance, as required by Title 51, RCW, and shall provide evidence of coverage to the Kitsap County Risk Management Division. If this contract is over \$50,000, then the CONTRACTOR shall also maintain Employees Liability Coverage with a limit of not less than \$1 million.

b. Commercial General Liability: The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than \$1 million per loss. The general aggregate limit shall apply separately to this Contract and shall be not less than \$2 million.

The CONTRACTOR will provide Commercial General Liability coverage that does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent,

provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

c. Automobile Liability: If applicable, the CONTRACTOR shall maintain automobile liability insurance to be described as follows: (check the box that applies)

X The CONTRACTOR shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident combined Bodily Injury and Property Damages and an aggregate limit of at least \$2,000,000.00. Coverage shall include owned, hired and non-owned automobiles. - OR

-

The CONTRACTOR shall maintain Automobile Liability insurance or equivalent form with a limit of not less than \$100,000.00 each accident combined Bodily Injury and Property Damage. The aggregate limit shall be at least \$300,000.00. If a personal lines Auto Liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of this Contract and the certificates of insurance must evidence these conditions have been met. If the CONTRACTOR will use non-owned vehicles in performance of this Contract, the coverage shall include owned, hired and non-owned automobiles. - OR -

Not Applicable.

d. Professional Liability Errors and Omissions. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require Professional services, Professional Liability Errors and Omissions coverage shall be provided for a minimum limit of \$1,000,000 per claim.

e. Pollution Liability: Minimum limits of liability shall be no less than \$1,000,000 per occurrence.

f. Other Insurance Provisions:

(1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.

(2) If applicable, the CONTRACTOR'S Commercial General Liability insurance and Automobile Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of work under this Contract.

(3) If applicable, the CONTRACTOR'S Commercial General Liability insurance and Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

(4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, or agents.

(5) The CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(6) The CONTRACTOR shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

(8). The CONTRACTOR shall maintain all required policies in force from the time work commences until work is completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

e. Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

(1) The CONTRACTOR shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section within ten (10) calendar days after the effective date of the contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, on thirty (30)-calendar days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

(2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

(3) Certificates of Insurance shall show the Certificate Holder as Kitsap County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.

(4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that CONTRACTOR is currently paying Workers Compensation.

(5) Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Risk Manager Division  
Kitsap County Courthouse  
Department of Administrative Services  
614 Division Street, MS-7  
Port Orchard, WA 98366

(6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Kitsap County Risk Manager.

## **11. CHANGES IN WORK**

a. The County may, at any time, without notice to the CONTRACTOR'S surety, order additions, deletions, revisions, or other changes in the work. The CONTRACTOR agrees to fully perform any such changes in the work. The CONTRACTOR shall proceed with the work upon receiving a written change order approved by the COUNTY, or an oral order from the COUNTY before actually receiving the written change order. All such changes in the work shall be incorporated into the Contract documents through the execution of change orders. If any change hereunder causes an increase or decrease in the CONTRACTOR's cost of, or time required for, the performance or any part of the work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. Change Orders shall not be used to materially alter the Scope of Work.

b. If the CONTRACTOR intends to assert a claim for an equitable adjustment hereunder, it shall within ten (10) days after receipt of a written change order from the COUNTY, submit to the COUNTY a written statement setting forth the general nature and monetary extent of such claim. The CONTRACTOR shall supply such supporting documents and analysis for the claims as the COUNTY may require in order to determine if the claims and costs have merit. No claim by the CONTRACTOR for an equitable adjustment hereunder will be allowed if asserted after final payment under this CONTRACT.

c. If the COUNTY and the CONTRACTOR are unable to reach agreement on the terms of any change to the work, the CONTRACTOR shall pursue resolution of the disagreement pursuant to Section 18.

## **12. TERMINATION**

a. The COUNTY may terminate this 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. The COUNTY may terminate this Contract upon giving ten-(10) calendar days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Sections 5 and 6 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of this Contract.

Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

- c. Termination of this Contract shall not relieve the CONTRACTOR of any responsibilities under the Contract for work performed. Nor shall termination of the Contract relieve the Surety or Sureties of obligations under the Performance and Payment Bond or any Retainage Bond for work performed.
- d. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) calendar days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of work performed and accepted by the COUNTY, in accordance with Sections 5 and 6 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

### **13. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

### **14. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

### **15. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed work in accordance with the specifications set out in this Contract and the Project Documents.
- b. The CONTRACTOR acknowledges that payment for work performed under this Contract does not include any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance

benefits, fringe benefits, or any other rights or privileges afforded to Kitsap County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY, unless otherwise directed by the terms of this Contract.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by Federal, State or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform work under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

#### **16. COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

#### **17. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

#### **18. DISPUTES**

a. Questions or claims regarding meaning and intent of this Contract or arising from this Contract, shall be referred by the CONTRACTOR in writing to the COUNTY'S Contract representative or designee within ten (10) days of the date in which the CONTRACTOR knows or should know of the question or claim.

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

c. Absent agreement to alternative dispute resolution, all claims, counterclaims, disputes and other matters in question between the COUNTY and the CONTRACTOR that are not resolved between the COUNTY'S Contract

Representative and the CONTRACTOR will be decided in the Superior Court of Kitsap County, Washington.

- d. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the Contract and in accordance with the direction of the COUNTY'S Contract Representative. Failure to comply with the time deadlines set out in this section as to any claim shall operate as a release of that claim and a presumption of prejudice to the COUNTY.

**19. CHOICE OF LAW, JURISDICTION, AND VENUE**

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

**20. SUCCESSORS AND ASSIGNS**

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**21. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said Provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**22. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**23. MODIFICATION**

All amendments or modifications shall be in writing, signed by both parties, and attached to this Contract.

**24. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 8. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

## **25. INSPECTION**

The COUNTY shall have the right (a) to inspect and obtain copies of all written licenses, permits, or approvals issued by any governmental entity or agency to the CONTRACTOR, its delegates, or subcontractors, which are applicable to the performance of this Contract; and (b) to inspect all work and materials for conformity with the Contract terms. The CONTRACTOR shall be responsible for ensuring the work and materials conform to the Contract terms even if the COUNTY conducts an inspection of the same.

## **26. LIQUIDATED DAMAGES**

Upon written notice by the County, liquidated damages at a rate of \$0 per working day or any portion thereof will be assessed against the CONTRACTOR for late performance or delay in the substantial completion of the work to be performed under this Contract. This provision in no way limits the COUNTY'S right to seek damages for the CONTRACTOR'S breach of any other of its obligations under this Contract pursuant to Section 12 of this Contract or to substantial damages for the CONTRACTOR'S failure to achieve final completion with the time set forth in Section 1.

This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract. The parties to this Contract have executed this Contract to take effect as of the date written below.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**CONTRACTOR:**

**KITSAP COUNTY**

Firm:

\_\_\_\_\_

\_\_\_\_\_  
Nancy Buoanno Grennan  
County Administrator

By:

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

(Signature)

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Contractor Registration No.:

\_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

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

**Washington State Prevailing Wage Rates For Public Works Contracts**

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

**KITSAP COUNTY**  
**EFFECTIVE 03-04-2009**

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 (See Benefit Code Key)

Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
<b>ASBESTOS ABATEMENT WORKERS</b>				
JOURNEY LEVEL	\$38.12	1H	5D	
<b>BOILERMAKERS</b>				
JOURNEY LEVEL	\$30.34	1		
<b>BRICK AND MARBLE MASONS</b>				
JOURNEY LEVEL	\$45.05	1M	5A	
<b>CABINET MAKERS (IN SHOP)</b>				
JOURNEY LEVEL	\$12.53	1		
<b>CARPENTERS</b>				
ACOUSTICAL WORKER	\$46.32	1M	5D	
BRIDGE, DOCK AND WARF CARPENTERS	\$46.16	1M	5D	
CARPENTER	\$46.16	1M	5D	
CREOSOTED MATERIAL	\$46.26	1M	5D	
DRYWALL APPLICATOR	\$46.42	1M	5D	
FLOOR FINISHER	\$46.16	1M	5D	
FLOOR LAYER	\$46.16	1M	5D	
FLOOR SANDER	\$46.16	1M	5D	
MILLWRIGHT AND MACHINE ERECTORS	\$47.16	1M	5D	
PILEDRIVERS, DRIVING, PULLING, PLACING COLLARS AND WELDING	\$46.36	1M	5D	
SAWFILER	\$46.16	1M	5D	
SHINGLER	\$46.16	1M	5D	
STATIONARY POWER SAW OPERATOR	\$46.16	1M	5D	
STATIONARY WOODWORKING TOOLS	\$46.16	1M	5D	
<b>CEMENT MASONS</b>				
JOURNEY LEVEL	\$46.81	1M	5D	
<b>DIVERS &amp; TENDERS</b>				
DIVER	\$96.81	1M	5D	8A
DIVER ON STANDBY	\$54.19	1M	5D	
DIVER TENDER	\$49.84	1M	5D	
<b>DREDGE WORKERS</b>				
ASSISTANT ENGINEER	\$47.09	1T	5D	8L
ASSISTANT MATE (DECKHAND)	\$46.58	1T	5D	8L
BOATMEN	\$47.09	1T	5D	8L
ENGINEER WELDER	\$47.14	1T	5D	8L
LEVERMAN, HYDRAULIC	\$48.71	1T	5D	8L
MAINTENANCE	\$46.58	1T	5D	8L
MATES	\$47.09	1T	5D	8L
OILER	\$46.71	1T	5D	8L
<b>DRYWALL TAPERS</b>				
JOURNEY LEVEL	\$46.34	1E	5P	
<b>ELECTRICAL FIXTURE MAINTENANCE WORKERS</b>				
JOURNEY LEVEL	\$9.37	1		

**KITSAP COUNTY**  
**EFFECTIVE 03-04-2009**

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Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
<b>ELECTRICIANS - INSIDE</b>				
CABLE SPLICER	\$58.34	1E	5A	
CABLE SPLICER (TUNNEL)	\$62.86	1E	5A	
CERTIFIED WELDER	\$56.29	1E	5A	
CERTIFIED WELDER (TUNNEL)	\$60.60	1E	5A	
CONSTRUCTION STOCK PERSON	\$28.83	1E	5A	
JOURNEY LEVEL	\$54.25	1E	5A	
JOURNEY LEVEL (TUNNEL)	\$58.34	1E	5A	
<b>ELECTRICIANS - MOTOR SHOP</b>				
CRAFTSMAN	\$15.37	2A	6C	
JOURNEY LEVEL	\$14.69	2A	6C	
<b>ELECTRICIANS - POWERLINE CONSTRUCTION</b>				
CABLE SPLICER	\$58.36	4A	5A	
CERTIFIED LINE WELDER	\$53.30	4A	5A	
GROUNDPERSON	\$38.14	4A	5A	
HEAD GROUNDPERSON	\$40.25	4A	5A	
HEAVY LINE EQUIPMENT OPERATOR	\$53.30	4A	5A	
JACKHAMMER OPERATOR	\$40.25	4A	5A	
JOURNEY LEVEL LINEPERSON	\$53.30	4A	5A	
LINE EQUIPMENT OPERATOR	\$45.14	4A	5A	
POLE SPRAYER	\$53.30	4A	5A	
POWDERPERSON	\$40.25	4A	5A	
<b>ELECTRONIC TECHNICIANS</b>				
ELECTRONIC TECHNICIANS JOURNEY LEVEL	\$42.21	1D	5A	
<b>ELEVATOR CONSTRUCTORS</b>				
MECHANIC	\$64.81	4A	6Q	
MECHANIC IN CHARGE	\$70.60	4A	6Q	
<b>FABRICATED PRECAST CONCRETE PRODUCTS</b>				
ALL CLASSIFICATIONS	\$13.50	1		
<b>FENCE ERECTORS</b>				
FENCE ERECTOR	\$13.80	1		
FENCE LABORER	\$11.60	1		
<b>FLAGGERS</b>				
JOURNEY LEVEL	\$32.47	1H	5D	
<b>GLAZIERS</b>				
JOURNEY LEVEL	\$45.25	1Y	5G	
<b>HEAT &amp; FROST INSULATORS AND ASBESTOS WORKERS</b>				
MECHANIC	\$48.28	1S	5J	
<b>HEATING EQUIPMENT MECHANICS</b>				
MECHANIC	\$18.45	1		
<b>HOD CARRIERS &amp; MASON TENDERS</b>				
JOURNEY LEVEL	\$39.31	1H	5D	
<b>INDUSTRIAL ENGINE AND MACHINE MECHANICS</b>				
MECHANIC	\$15.65	1		
<b>INDUSTRIAL POWER VACUUM CLEANER</b>				
JOURNEY LEVEL	\$9.24	1		
<b>INLAND BOATMEN</b>				
CAPTAIN	\$48.39	1K	5B	
COOK	\$45.36	1K	5B	
DECKHAND	\$45.36	1K	5B	
ENGINEER/DECKHAND	\$46.25	1K	5B	
MATE, LAUNCH OPERATOR	\$47.35	1K	5B	

**KITSAP COUNTY  
EFFECTIVE 03-04-2009**

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Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
<b>INSPECTION/CLEANING/SEALING OF SEWER &amp; WATER SYSTEMS BY REMOTE CONTROL</b>				
CLEANER OPERATOR, FOAMER OPERATOR	\$9.73	1		
GROUT TRUCK OPERATOR	\$11.48	1		
HEAD OPERATOR	\$12.78	1		
TECHNICIAN	\$8.55	1		
TV TRUCK OPERATOR	\$24.17	1		
<b>INSULATION APPLICATORS</b>				
JOURNEY LEVEL	\$46.16	1M	5D	
<b>IRONWORKERS</b>				
JOURNEY LEVEL	\$51.01	1O	5A	
<b>LABORERS</b>				
ASPHALT RAKER	\$39.31	1H	5D	
BALLAST REGULATOR MACHINE	\$38.12	1H	5D	
BATCH WEIGHMAN	\$32.47	1H	5D	
BRUSH CUTTER	\$38.12	1H	5D	
BRUSH HOG FEEDER	\$38.12	1H	5D	
BURNERS	\$38.12	1H	5D	
CARPENTER TENDER	\$38.12	1H	5D	
CASSION WORKER	\$39.31	1H	5D	
CEMENT DUMPER/PAVING	\$38.83	1H	5D	
CEMENT FINISHER TENDER	\$38.12	1H	5D	
CHANGE-HOUSE MAN OR DRY SHACKMAN	\$38.12	1H	5D	
CHIPPING GUN (OVER 30 LBS)	\$38.83	1H	5D	
CHIPPING GUN (UNDER 30 LBS)	\$38.12	1H	5D	
CHOKER SETTER	\$38.12	1H	5D	
CHUCK TENDER	\$38.12	1H	5D	
CLEAN-UP LABORER	\$38.12	1H	5D	
CONCRETE DUMPER/CHUTE OPERATOR	\$38.83	1H	5D	
CONCRETE FORM STRIPPER	\$38.12	1H	5D	
CONCRETE SAW OPERATOR	\$38.83	1H	5D	
CRUSHER FEEDER	\$32.47	1H	5D	
CURING LABORER	\$38.12	1H	5D	
DEMOLITION, WRECKING & MOVING (INCLUDING CHARRED MATERIALS)	\$38.12	1H	5D	
DITCH DIGGER	\$38.12	1H	5D	
DIVER	\$39.31	1H	5D	
DRILL OPERATOR (HYDRAULIC, DIAMOND)	\$38.83	1H	5D	
DRILL OPERATOR, AIRTRAC	\$39.31	1H	5D	
DUMPMAN	\$38.12	1H	5D	
EPOXY TECHNICIAN	\$38.12	1H	5D	
EROSION CONTROL WORKER	\$38.12	1H	5D	
FALLER/BUCKER, CHAIN SAW	\$38.83	1H	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$29.65	1H	5D	
FINE GRADERS	\$38.12	1H	5D	
FIRE WATCH	\$32.47	1H	5D	
FORM SETTER	\$38.12	1H	5D	
GABION BASKET BUILDER	\$38.12	1H	5D	
GENERAL LABORER	\$38.12	1H	5D	
GRADE CHECKER & TRANSIT PERSON	\$39.31	1H	5D	
GRINDERS	\$38.12	1H	5D	
GROUT MACHINE TENDER	\$38.12	1H	5D	

**KITSAP COUNTY  
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(See Benefit Code Key)

Classification	PREVAILING WAGE	Over		Note Code
		Time Code	Holiday Code	
GUARDRAIL ERECTOR	\$38.12	1H	5D	
HAZARDOUS WASTE WORKER LEVEL A	\$39.31	1H	5D	
HAZARDOUS WASTE WORKER LEVEL B	\$38.83	1H	5D	
HAZARDOUS WASTE WORKER LEVEL C	\$38.12	1H	5D	
HIGH SCALER	\$39.31	1H	5D	
HOD CARRIER/MORTARMAN	\$39.31	1H	5D	
JACKHAMMER	\$38.83	1H	5D	
LASER BEAM OPERATOR	\$38.83	1H	5D	
MANHOLE BUILDER-MUDMAN	\$38.83	1H	5D	
MATERIAL YARDMAN	\$38.12	1H	5D	
MINER	\$39.31	1H	5D	
NOZZLEMAN, CONCRETE PUMP, GREEN CUTTER WHEN USING HIGH PRESSURE AIR & WATER ON CONCRETE & ROCK, SANDBLAST, GUNITE, SHOTCRETE, WATER BLASTER	\$38.83	1H	5D	
PAVEMENT BREAKER	\$38.83	1H	5D	
PILOT CAR	\$32.47	1H	5D	
PIPE POT TENDER	\$38.83	1H	5D	
PIPE RELINER (NOT INSERT TYPE)	\$38.83	1H	5D	
PIPELAYER & CAULKER	\$38.83	1H	5D	
PIPELAYER & CAULKER (LEAD)	\$39.31	1H	5D	
PIPEWRAPPER	\$38.83	1H	5D	
POT TENDER	\$38.12	1H	5D	
POWDERMAN	\$39.31	1H	5D	
POWDERMAN HELPER	\$38.12	1H	5D	
POWERJACKS	\$38.83	1H	5D	
RAILROAD SPIKE PULLER (POWER)	\$38.83	1H	5D	
RE-TIMBERMAN	\$39.31	1H	5D	
RIPRAP MAN	\$38.12	1H	5D	
RODDER	\$38.83	1H	5D	
SCAFFOLD ERECTOR	\$38.12	1H	5D	
SCALE PERSON	\$38.12	1H	5D	
SIGNALMAN	\$38.12	1H	5D	
SLOPER (OVER 20")	\$38.83	1H	5D	
SLOPER SPRAYMAN	\$38.12	1H	5D	
SPREADER (CLARY POWER OR SIMILAR TYPES)	\$38.83	1H	5D	
SPREADER (CONCRETE)	\$38.83	1H	5D	
STAKE HOPPER	\$38.12	1H	5D	
STOCKPILER	\$38.12	1H	5D	
TAMPER & SIMILAR ELECTRIC, AIR & GAS	\$38.83	1H	5D	
TAMPER (MULTIPLE & SELF PROPELLED)	\$38.83	1H	5D	
TOOLROOM MAN (AT JOB SITE)	\$38.12	1H	5D	
TOPPER-TAILER	\$38.12	1H	5D	
TRACK LABORER	\$38.12	1H	5D	
TRACK LINER (POWER)	\$38.83	1H	5D	
TRUCK SPOTTER	\$38.12	1H	5D	
TUGGER OPERATOR	\$38.83	1H	5D	
VIBRATING SCREED (AIR, GAS, OR ELECTRIC)	\$38.12	1H	5D	
VIBRATOR	\$38.83	1H	5D	
VINYL SEAMER	\$38.12	1H	5D	
WELDER	\$38.12	1H	5D	
WELL-POINT LABORER	\$38.83	1H	5D	

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Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
<b>LABORERS - UNDERGROUND SEWER &amp; WATER</b>				
GENERAL LABORER	\$38.12	1H	5D	
PIPE LAYER	\$38.83	1H	5D	
<b>LANDSCAPE CONSTRUCTION</b>				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	\$9.25	1		
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$10.05	1		
LANDSCAPING OR PLANTING LABORERS	\$12.92	1		
<b>LATHERS</b>				
JOURNEY LEVEL	\$46.42	1M	5D	
<b>METAL FABRICATION (IN SHOP)</b>				
FITTER	\$26.96	1		
LABORER	\$8.55	1		
MACHINE OPERATOR	\$13.83	1		
WELDER	\$13.83	1		
<b>MODULAR BUILDINGS</b>				
CABINET ASSEMBLY	\$11.56	1		
ELECTRICIAN	\$11.56	1		
EQUIPMENT MAINTENANCE	\$11.56	1		
PLUMBER	\$11.56	1		
PRODUCTION WORKER	\$9.40	1		
TOOL MAINTENANCE	\$11.56	1		
UTILITY PERSON	\$11.56	1		
WELDER	\$11.56	1		
<b>PAINTERS</b>				
JOURNEY LEVEL	\$34.87	2B	6Z	
<b>PLASTERERS</b>				
JOURNEY LEVEL	\$44.83	1R	5B	
<b>PLAYGROUND &amp; PARK EQUIPMENT INSTALLERS</b>				
JOURNEY LEVEL	\$8.55	1		
<b>PLUMBERS &amp; PIPEFITTERS</b>				
JOURNEY LEVEL	\$53.42	1G	5A	
<b>POWER EQUIPMENT OPERATORS</b>				
ASSISTANT ENGINEERS	\$44.64	1T	5D	8P
BACKHOE, EXCAVATOR SHOVEL, OVER 50 METRIC TONS TO 90 METRIC TONS	\$48.46	1T	5D	8P
BACKHOE, EXCAVATOR SHOVEL, OVER 90 METRIC TONS	\$49.03	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, OVER 30 METRIC TONS TO 50 METRIC TONS	\$47.91	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, TRACTORS UNDER 15 METRIC TONS	\$47.00	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, TRACTORS: 15 TO 30 METRIC TONS	\$47.42	1T	5D	8P
BARRIER MACHINE (ZIPPER)	\$47.42	1T	5D	8P
BATCH PLANT OPERATOR, CONCRETE	\$47.42	1T	5D	8P
BELT LOADERS (ELEVATING TYPE )	\$47.00	1T	5D	8P
BOBCAT (SKID STEER)	\$44.64	1T	5D	8P
BROKK-REMOTE DEMOLITION EQUIPMENT	\$44.64	1T	5D	8P
BROOMS	\$44.64	1T	5D	8P
BUMP CUTTER	\$47.42	1T	5D	8P
CABLEWAYS	\$47.91	1T	5D	8P
CHIPPER	\$47.42	1T	5D	8P
COMPRESSORS	\$44.64	1T	5D	8P
CONCRETE FINISH MACHINE - LASER SCREED	\$44.64	1T	5D	8P
CONCRETE PUMPS	\$47.00	1T	5D	8P

**KITSAP COUNTY**  
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Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
CONCRETE PUMP-TRUCK MOUNT WITH BOOM ATTACHMENT	\$47.42	1T	5D	8P
CONVEYORS	\$47.00	1T	5D	8P
CRANE, FRICTION 100 TONS THROUGH 199 TONS	\$49.03	1T	5D	8P
CRANE, FRICTION OVER 200 TONS	\$49.59	1T	5D	8P
CRANES, THRU 19 TONS, WITH ATTACHMENTS	\$47.00	1T	5D	8P
CRANES, 20 - 44 TONS, WITH ATTACHMENTS	\$47.42	1T	5D	8P
CRANES, 45 TONS - 99 TONS, UNDER 150 FT OF BOOM (INCLUDING JIB WITH ATACHMENTS)	\$47.91	1T	5D	8P
CRANES, 100 TONS - 199 TONS, OR 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)	\$48.46	1T	5D	8P
CRANES, 200 TONS TO 300 TONS, OR 250 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)	\$49.03	1T	5D	8P
CRANES, A-FRAME, 10 TON AND UNDER	\$44.64	1T	5D	8P
CRANES, A-FRAME, OVER 10 TON	\$47.00	1T	5D	8P
CRANES, OVER 300 TONS, OR 300' OF BOOM INCLUDING JIB WITH ATTACHMENTS	\$49.59	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE ( 20 - 44 TONS)	\$47.42	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE ( 45 - 99 TONS)	\$47.91	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE (100 TONS & OVER)	\$48.46	1T	5D	8P
CRANES, TOWER CRANE UP TO 175' IN HEIGHT, BASE TO BOOM	\$48.46	1T	5D	8P
CRANES, TOWER CRANE OVER 175' IN HEIGHT, BASE TO BOOM	\$49.03	1T	5D	8P
CRUSHERS	\$47.42	1T	5D	8P
DECK ENGINEER/DECK WINCHES (POWER)	\$47.42	1T	5D	8P
DERRICK, BUILDING	\$47.91	1T	5D	8P
DOZERS, D-9 & UNDER	\$47.00	1T	5D	8P
DRILL OILERS - AUGER TYPE, TRUCK OR CRANE MOUNT	\$47.00	1T	5D	8P
DRILLING MACHINE	\$47.42	1T	5D	8P
ELEVATOR AND MANLIFT, PERMANENT AND SHAFT-TYPE	\$44.64	1T	5D	8P
EQUIPMENT SERVICE ENGINEER (OILER)	\$47.00	1T	5D	8P
FINISHING MACHINE/BIDWELL GAMACO AND SIMILAR EQUIP	\$47.42	1T	5D	8P
FORK LIFTS, (3000 LBS AND OVER)	\$47.00	1T	5D	8P
FORK LIFTS, (UNDER 3000 LBS)	\$44.64	1T	5D	8P
GRADE ENGINEER	\$47.00	1T	5D	8P
GRADECHECKER AND STAKEMAN	\$44.64	1T	5D	8P
GUARDRAIL PUNCH	\$47.42	1T	5D	8P
HOISTS, OUTSIDE (ELEVATORS AND MANLIFTS), AIR TUGGERS	\$47.00	1T	5D	8P
HORIZONTAL/DIRECTIONAL DRILL LOCATOR	\$47.00	1T	5D	8P
HORIZONTAL/DIRECTIONAL DRILL OPERATOR	\$47.42	1T	5D	8P
HYDRALIFTS/BOOM TRUCKS (10 TON & UNDER)	\$44.64	1T	5D	8P
HYDRALIFTS/BOOM TRUCKS (OVER 10 TON)	\$47.00	1T	5D	8P
LOADERS, OVERHEAD (6 YD UP TO 8 YD)	\$47.91	1T	5D	8P
LOADERS, OVERHEAD (8 YD & OVER)	\$48.46	1T	5D	8P
LOADERS, OVERHEAD (UNDER 6 YD), PLANT FEED	\$47.42	1T	5D	8P
LOCOMOTIVES, ALL	\$47.42	1T	5D	8P
MECHANICS, ALL	\$48.46	1T	5D	8P
MIXERS, ASPHALT PLANT	\$47.42	1T	5D	8P
MOTOR PATROL GRADER (FINISHING)	\$47.91	1T	5D	8P
MOTOR PATROL GRADER (NON-FINISHING)	\$47.00	1T	5D	8P
MUCKING MACHINE, MOLE, TUNNEL DRILL AND/OR SHIELD	\$47.91	1T	5D	8P
OIL DISTRIBUTORS, BLOWER DISTRIBUTION AND MULCH SEEDING OPERATOR	\$44.64	1T	5D	8P
PAVEMENT BREAKER	\$44.64	1T	5D	8P
PILEDRIIVER (OTHER THAN CRANE MOUNT)	\$47.42	1T	5D	8P

**KITSAP COUNTY**  
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Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
PLANT OILER (ASPHALT, CRUSHER)	\$47.00	1T	5D	8P
POSTHOLE DIGGER, MECHANICAL	\$44.64	1T	5D	8P
POWER PLANT	\$44.64	1T	5D	8P
PUMPS, WATER	\$44.64	1T	5D	8P
QUAD 9, D-10, AND HD-41	\$47.91	1T	5D	8P
QUICK TOWER-NO CAB, UNDER 100 FEET IN HEIGHT BASED TO BOOM	\$44.64	1T	5D	8P
REMOTE CONTROL OPERATOR ON RUBBER TIERED EARTH MOVING EQUIP	\$47.91	1T	5D	8P
RIGGER AND BELLMAN	\$44.64	1T	5D	8P
ROLLAGON	\$47.91	1T	5D	8P
ROLLER, OTHER THAN PLANT ROAD MIX	\$44.64	1T	5D	8P
ROLLERS, PLANTMIX OR MULTILIFT MATERIALS	\$47.00	1T	5D	8P
ROTO-MILL, ROTO-GRINDER	\$47.42	1T	5D	8P
SAWS, CONCRETE	\$47.00	1T	5D	8P
SCRAPERS - SELF PROPELLED, HARD TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (45 YD AND OVER)	\$47.91	1T	5D	8P
SCRAPERS, CONCRETE AND CARRY ALL	\$47.00	1T	5D	8P
SCREED MAN	\$47.91	1T	5D	8P
SHOTCRETE GUNITE	\$44.64	1T	5D	8P
SLIPFORM PAVERS	\$47.91	1T	5D	8P
SPREADER, TOPSIDER & SCREEDMAN	\$47.91	1T	5D	8P
SUBGRADE TRIMMER	\$47.42	1T	5D	8P
TOWER BUCKET ELEVATORS	\$47.00	1T	5D	8P
TRACTORS, (75 HP & UNDER )	\$47.00	1T	5D	8P
TRACTORS, (OVER 75 HP)	\$47.42	1T	5D	8P
TRANSFER MATERIAL SERVICE MACHINE	\$47.42	1T	5D	8P
TRANSPORTERS, ALL TRACK OR TRUCK TYPE	\$47.91	1T	5D	8P
TRENCHING MACHINES	\$47.00	1T	5D	8P
TRUCK CRANE OILER/DRIVER ( UNDER 100 TON)	\$47.00	1T	5D	8P
TRUCK CRANE OILER/DRIVER (100 TON & OVER)	\$47.42	1T	5D	8P
TRUCK MOUNT PORTABLE CONVEYER	\$47.42	1T	5D	8P
WHEEL TRACTORS, FARMALL TYPE	\$44.64	1T	5D	8P
YO YO PAY DOZER	\$47.42	1T	5D	8P
<b>POWER EQUIPMENT OPERATORS- UNDERGROUND SEWER &amp; WATER</b>				
(SEE POWER EQUIPMENT OPERATORS)				
<b>POWER LINE CLEARANCE TREE TRIMMERS</b>				
JOURNEY LEVEL IN CHARGE	\$39.29	4A	5A	
SPRAY PERSON	\$37.21	4A	5A	
TREE EQUIPMENT OPERATOR	\$37.81	4A	5A	
TREE TRIMMER	\$35.18	4A	5A	
TREE TRIMMER GROUNDPERSON	\$26.55	4A	5A	
<b>REFRIGERATION &amp; AIR CONDITIONING MECHANICS</b>				
MECHANIC	\$53.42	1G	5A	
<b>RESIDENTIAL BRICK &amp; MARBLE MASONS</b>				
JOURNEY LEVEL	\$17.04	1		
<b>RESIDENTIAL CARPENTERS</b>				
JOURNEY LEVEL	\$20.00	1		
<b>RESIDENTIAL CEMENT MASONS</b>				
JOURNEY LEVEL	\$30.87	1		
<b>RESIDENTIAL DRYWALL TAPERS</b>				
JOURNEY LEVEL	\$20.00	1		

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Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
<b>RESIDENTIAL ELECTRICIANS</b>				
JOURNEY LEVEL	\$14.00	1		
<b>RESIDENTIAL GLAZIERS</b>				
JOURNEY LEVEL	\$33.29	1H	5G	
<b>RESIDENTIAL INSULATION APPLICATORS</b>				
JOURNEY LEVEL	\$13.96	1		
<b>RESIDENTIAL LABORERS</b>				
JOURNEY LEVEL	\$10.04	1		
<b>RESIDENTIAL PAINTERS</b>				
JOURNEY LEVEL	\$16.21	1		
<b>RESIDENTIAL PLUMBERS &amp; PIPEFITTERS</b>				
JOURNEY LEVEL	\$21.11	1		
<b>RESIDENTIAL SHEET METAL WORKERS</b>				
JOURNEY LEVEL (FIELD OR SHOP)	\$34.14	1I	6L	
<b>RESIDENTIAL SOFT FLOOR LAYERS</b>				
JOURNEY LEVEL	\$38.18	1B	5A	
<b>RESIDENTIAL SPRINKLER FITTERS (FIRE PROTECTION)</b>				
JOURNEY LEVEL	\$32.56	2R	5C	
<b>RESIDENTIAL TERRAZZO/TILE FINISHERS</b>				
JOURNEY LEVEL	\$30.26	1		
<b>ROOFERS</b>				
JOURNEY LEVEL	\$38.28	1R	5A	
USING IRRITABLE BITUMINOUS MATERIALS	\$41.28	1R	5A	
<b>SHEET METAL WORKERS</b>				
JOURNEY LEVEL (FIELD OR SHOP)	\$55.27	1E	6L	
<b>SHIPBUILDING &amp; SHIP REPAIR</b>				
CARPENTER	\$19.29	1B	6W	
ELECTRICIAN	\$25.53	1B	6W	
HEAT & FROST INSULATOR	\$48.28	1S	5J	
LABORER	\$19.64	1		
MACHINIST	\$19.29	1B	6W	
OPERATOR	\$19.44	1B	6W	
PAINTER	\$34.87	2B	6Z	
PIPEFITTER	\$19.29	1B	6W	
RIGGER	\$19.29	1B	6W	
SHEET METAL	\$22.21	1		
SHIPFITTER	\$19.29	1B	6W	
WELDER/BURNER	\$19.29	1B	6W	
<b>SIGN MAKERS &amp; INSTALLERS (ELECTRICAL)</b>				
JOURNEY LEVEL	\$20.58	1		
<b>SIGN MAKERS &amp; INSTALLERS (NON-ELECTRICAL)</b>				
JOURNEY LEVEL	\$9.27	1		
<b>SOFT FLOOR LAYERS</b>				
JOURNEY LEVEL	\$38.18	1B	5A	
<b>SOLAR CONTROLS FOR WINDOWS</b>				
JOURNEY LEVEL	\$10.31	1B	5O	
<b>SPRINKLER FITTERS (FIRE PROTECTION)</b>				
JOURNEY LEVEL	\$59.74	1X	5C	
<b>STAGE RIGGING MECHANICS (NON STRUCTURAL)</b>				
JOURNEY LEVEL	\$13.23	1		
<b>SURVEYORS</b>				
CHAIN PERSON	\$9.35	1		

**KITSAP COUNTY**  
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Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
INSTRUMENT PERSON	\$11.40	1		
PARTY CHIEF	\$13.40	1		
<b>TELECOMMUNICATION TECHNICIANS</b>				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	\$32.34	1E	5A	
<b>TELEPHONE LINE CONSTRUCTION - OUTSIDE</b>				
CABLE SPLICER	\$31.46	2B	5A	
HOLE DIGGER/GROUND PERSON	\$17.58	2B	5A	
INSTALLER (REPAIRER)	\$30.17	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$29.26	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$31.46	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$30.82	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$31.46	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$29.26	2B	5A	
TELEVISION GROUND PERSON	\$16.67	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$22.19	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$26.42	2B	5A	
TELEVISION TECHNICIAN	\$23.76	2B	5A	
TREE TRIMMER	\$29.26	2B	5A	
<b>TERRAZZO WORKERS &amp; TILE SETTERS</b>				
JOURNEY LEVEL	\$43.61	1M	5A	
<b>TILE, MARBLE &amp; TERRAZZO FINISHERS</b>				
FINISHER	\$12.00	1		
<b>TRAFFIC CONTROL STRIPERS</b>				
JOURNEY LEVEL	\$37.90	1K	5A	
<b>TRUCK DRIVERS</b>				
ASPHALT MIX ( TO 16 YARDS)	\$43.45	1T	5D	8L
ASPHALT MIX (OVER 16 YARDS)	\$44.25	1T	5D	8L
DUMP TRUCK	\$19.60	1		
DUMP TRUCK & TRAILER	\$19.60	1		
OTHER TRUCKS	\$18.37	1		
TRANSIT MIXER	\$20.79	1		
<b>WELL DRILLERS &amp; IRRIGATION PUMP INSTALLERS</b>				
IRRIGATION PUMP INSTALLER	\$13.17	1		
OILER	\$14.08	1		
WELL DRILLER	\$14.40	1		

## BENEFIT CODE KEY - EFFECTIVE 03-04-2009

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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.
  - A. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL ALSO BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
  - C. 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 SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
  - D. THE FIRST TWO (2) HOURS BEFORE OR AFTER A FIVE - EIGHT (8) HOUR WORKWEEK DAY OR A FOUR - TEN (10) HOUR WORKWEEK DAY AND THE FIRST EIGHT (8) HOURS WORKED THE NEXT DAY AFTER EITHER WORKWEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL ADDITIONAL HOURS WORKED AND ALL WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
  - E. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
  - F. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.
  - G. THE FIRST TEN (10) HOURS WORKED ON SATURDAYS AND THE FIRST TEN (10) HOURS WORKED ON A FIFTH CALENDAR WEEKDAY IN A FOUR - TEN HOUR SCHEDULE, SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
  - H. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS OR EQUIPMENT BREAKDOWN) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
  - I. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL 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.
  - L. 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.
  - M. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
  - N. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
  - 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.

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  - Q. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND UP TO TEN (10) HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT CHRISTMAS DAY) SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON CHRISTMAS DAY SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - R. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
  - S. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL 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.
  - T. WORK PERFORMED IN EXCESS OF EIGHT (8) HOURS OF STRAIGHT TIME PER DAY, OR TEN (10) HOURS OF STRAIGHT TIME PER DAY WHEN FOUR TEN (10) HOUR SHIFTS ARE ESTABLISHED, OR FORTY (40) HOURS OF STRAIGHT TIME PER WEEK, MONDAY THROUGH FRIDAY, OR OUTSIDE THE NORMAL SHIFT, AND ALL WORK ON SATURDAYS SHALL BE PAID AT TIME AND ONE-HALF THE STRAIGHT TIME RATE. HOURS WORKED OVER TWELVE HOURS (12) IN A SINGLE SHIFT AND ALL WORK PERFORMED AFTER 6:00 PM SATURDAY TO 6:00 AM MONDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE OF PAY. THE EMPLOYER SHALL HAVE THE SOLE DISCRETION TO ASSIGN OVERTIME WORK TO EMPLOYEES. PRIMARY CONSIDERATION FOR OVERTIME WORK SHALL BE GIVEN TO EMPLOYEES REGULARLY ASSIGNED TO THE WORK TO BE PERFORMED ON OVERTIME SITUATIONS. AFTER AN EMPLOYEE HAS WORKED EIGHT (8) HOURS AT AN APPLICABLE OVERTIME RATE, ALL ADDITIONAL HOURS SHALL BE AT THE APPLICABLE OVERTIME RATE UNTIL SUCH TIME AS THE EMPLOYEE HAS HAD A BREAK OF EIGHT (8) HOURS OR MORE..
  - 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. WHEN A FOUR (4) DAY, TEN (10) HOUR WORKWEEK IS ESTABLISHED, ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE-AND-ONE-HALF TIMES 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.
  - A. THE FIRST SIX (6) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF SIX (6) HOURS ON SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
  - B. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

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- C. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
- D. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT STRAIGHT TIME IN ADDITION TO THE HOLIDAY PAY. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- E. ALL HOURS WORKED ON SATURDAYS OR HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS OR ON LABOR DAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
- F. THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT THE STRAIGHT HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- G. ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON PAID HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE INCLUDING HOLIDAY PAY.
- H. ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- 2. I. ALL HOURS WORKED ON SATURDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND ON LABOR DAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
- J. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON PAID HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE, INCLUDING THE HOLIDAY PAY. ALL HOURS WORKED ON UNPAID HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
- K. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY.
- L. ALL HOURS WORKED ON SATURDAYS (OR ON THE REGULAR DAY OFF DURING A WORKWEEK OTHER THAN MONDAY THROUGH FRIDAY) AND HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE, EXCEPT LABOR DAY WHICH SHALL BE PAID AT DOUBLE THE HOURLY RATE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- M. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- O. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- P. THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
- Q. ALL HOURS WORKED ON LABOR DAY 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.
- S. 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, EXCEPT THE DAY AFTER THANKSGIVING, THE DAY AFTER CHRISTMAS AND A FLOATING HOLIDAY, WHICH SHALL BE PAID AT THE STRAIGHT TIME RATE IF WORKED, IN ADDITION TO HOLIDAY PAY.
- 4A. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

**HOLIDAY CODES**

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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).
- E. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, PRESIDENTIAL ELECTION DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- F. 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, AND CHRISTMAS DAY (11).
- G. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (7).
- H. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, AND CHRISTMAS (6).
- I. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).
- J. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, AND CHRISTMAS DAY (7).
- K. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9).
- L. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- M. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS AND CHRISTMAS DAY (9).
- 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).
5. S. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (7).
- T. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY BEFORE OR AFTER CHRISTMAS (9).
- U. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- V. PAID HOLIDAYS: SIX (6) PAID HOLIDAYS.
- W. PAID HOLIDAYS: NINE (9) PAID HOLIDAYS.

