



ADDENDUM #1

**FORMAL BID 2010-123
KITSAP COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT
CHICO CREEK INSTREAM RESTORATION PROJECT**

TO: All RESPONDENTS

CLOSING DATE: JUNE 7, 2010 AT 3:00 PM (UNCHANGED)

REFERENCE NO.: 2010-123 FORMAL BID-CHICO CREEK INSTREAM RESTORATION PROJECT

FROM: R'LENE J. ORR, PURCHASING & RECORDS MANAGER

DATE: MAY 27, 2010

The following are changes to the above referenced Formal Bid.

1. Replace page iv Attachments of the bid specifications.
2. Add the following attached documents to specification documents.
 - Proposal Documents 9- pages
 - Sample KC Capital Project Contract 16-pages
 - Prevailing Wage Rates 16- pages
 - Kitsap County General Conditions 34-pages
3. Remove Plan Drawing S1 (16 of 17) and S2 (17 of 17)

There are no other changes to the original specifications other than what is noted above.

Acknowledgement of receipt of this and all ADDENDUM is required.

END OF ADDENDUM #1

ATTACHMENTS

NOAA ESA & MSA COMPLIANCE

NATIONWIDE PERMIT 27 – US ARMY CORPS OF ENGINEERS

WATER QUALITY CERTIFICATION ORDER & COASTAL ZONE MANAGEMENT

CONSISTENCY

SHORELINE PERMIT & SEPA EXEMPTION

HYDRAULIC PROJECT APPROVAL – WA DEPT OF FISH & WILDLIFE (ADDENDUM TO FOLLOW)

BID RESPONSE DOCUMENTS

- BID FORMS & INSTRUCTIONS p 1-9
- SAMPLE KC CAPITAL PROJECT CONTRACT p1-10
- PREVAILING WAGE RATES p1-16
- KITSAP COUNTY GENERAL CONDITIONS p1-34

PROPOSAL FOR PROJECT

TO: Kitsap County Board of Commissioners
614 Division Street MS-4
Port Orchard, WA 98366

Board of Commissioners:

The undersigned bidder agrees, if this bid is accepted, to enter into a contract with owner, in the form included in the specifications to perform and furnish the work as specified or indicated in the bidding documents for the bid price and within the bid times indicated in this bid and in accordance with the other terms and conditions of the contract documents.

In submitting this bid, bidder represents, as more fully set forth in the contract, that:

1. This bid will remain subject to acceptance for 60 days after the day of bid opening;
2. The owner has the right to reject this bid;
3. Bidder will sign and submit the contract with the bonds and other documents required by the bidding requirements within 10 days after the date of owner's Notice of Award;
4. Bidder has examined copies of all the bidding documents;
5. Bidder has visited the site and become familiar with the general, local and site conditions;
6. Bidder is familiar with federal, state, and local laws and regulations;
7. Bidder has correlated the information known to bidder, information and observations obtained from visits to the site, reports and drawings identified in the bidding documents and additional examinations, investigations, explorations, tests, studies, and data with the bidding documents;
8. Bidder agrees that the work will be substantially complete and final completion in accordance with the general conditions.

Bidder has received the following addenda, receipt of which is hereby acknowledged:

DATE	NUMBER
_____	_____
_____	_____
_____	_____
_____	_____

BASIC BID:

Pursuant to and in compliance with the advertisement for bids and instructions to bidders the undersigned hereby certifies having carefully examined contract documents entitled:

CHICO CREEK INSTREAM RESTORATION PROJECT

and conditions affecting the work, and is familiar with the site; and having made the necessary examinations, here proposes to furnish all labor, materials, equipment, and services necessary to complete the work in strict accordance with the above named documents for the stipulated lump sum of:

_____ Dollars (\$ _____).

The above sum is hereby designated as the basic bid. The basic bid does not include Washington State and/or local sales taxes on the contract value.

CONTRACT AND BOND:

If notified of the acceptance of this bid within sixty (60) days of the time set for opening of bids, the undersigned agrees to execute a contract for the above work, for a compensation computed from the above-stated sums, on the Contract Form bound with the specifications and to furnish a bond as required by the specifications on the form bound therein.

BID GUARANTEE:

It is agreed that if the undersigned fails to execute said Contract and furnish said Bond within seven (7) days after written notice of award of Contract, then the Bid Guarantee shall be retained by the County as liquidated damages. If this bid is not accepted within sixty (60) days after the time set for the opening of bids, or if the undersigned delivers said Contract and Bond in a timely manner, then the check or cash shall be returned, or the Bid Bond shall become void.

SIGNATURE

Signed By: _____ Date _____

Please Print Name: _____

Title: _____

Name of Firm: _____

Address: _____

Telephone: (_____) _____

SUBCONTRACTOR LIST

Each Bidder is advised of the requirements of Washington Law, RCW 39.30.060. Pursuant to Title 39 of the Revised Code of Washington requires each bidder to submit as part of the bid, or within one hour after the published bid submittal time, a list of the subcontractors whose subcontract amount is equal to or greater than 10% of the total contract amount including the name of subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in RCW 18.106 and electrical as described in RCW 19.28 or to name itself for the work. Failure to do so will render the bid non-responsive and therefore void.

The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. Failure of the bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the bidder's bid non-responsive and, therefore, void.

Please list your subcontractors appropriately.

HEATING, VENTILATION AND AIR CONDITIONING

Subcontractor Name: _____

PLUMBING

Subcontractor Name: _____

ELECTRICAL

Subcontractor Name: _____

OTHER SUBCONTRACTORS

(Equal to or Greater then 10%)

TRENCH SAFETY: Pursuant to and in compliance with RCW 39.04.180 the undersigned hereby agrees to provide trench safety for all excavations required for this project for the stipulated lump sum of:

_____ Dollars(\$_____).

The above sum will be added to the Basic Bid above by the Owner for the purposes of evaluation of Low Bidder and will be added to the Basic Bid to help determine the Contract Amount. The trench safety sum does not include Washington State and /or local sales taxes on the Contract value.

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone No.: (_____) _____

Contact Person for this Project: _____

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

List of five major projects of a similar nature which have been completed by the Contractor within the last ten years and the gross dollar amount of each project:

Project Name	Amount	Owner	Phone #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

Have you changed bonding companies within the last three years? If yes, state reason (optional).

PROPOSAL FORMS

Have you ever been sued by the client or have you ever sued the client on any public works contract for a special district, municipality, county or state government?

For what reason? _____

Disposition of case, if settled _____

Do you have any outstanding payments due to the Department of Revenue?

Proposer agrees that the County shall retain the right to obtain any and all credit reports?

(_____) _____

Yes Signature

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
as Principal and, a corporation, organized and existing under and by virtue of the laws of
the State of _____ and legally doing business in the State of Washington, as
Surety, are held and firmly bound and obligated unto the State of Washington, in the full
and just sum of _____ Dollars, lawful money of the United States, for the
payment of which sum well and truly to be made, we do bind ourselves, and each of our
heirs, executors and administrators, successors and assigned, jointly and severally,
firmly by these presents.

This bond is executed in pursuance of Chapter 39.08, Revised Code of Washington.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Principal
entered into a certain contract with, dated the _____ day of, 2010 for.

NOW THEREFORE, if the Principal shall faithfully perform all the provisions of such
contract and pay all laborers, mechanics and subcontractors and materialmen, and all
persons who shall supply such persons or subcontractors, with provisions and supplies
for the carrying on of such work, then this obligation is void; otherwise to remain in full
force and effect. Provided, however, that the conditions of this obligation shall not apply
to any money loaned or advanced to the Principal or to any subcontractor or other
person in the performance of any such work.

Signed and sealed this _____ day of, 2010.

Countersigned:

_____ (Seal)

Approved as to Form:

By: _____

Attorney in Fact

SUBSTANTIAL COMPLETION CERTIFICATE

PROJECT:

ARCHITECT:

ARCHITECT'S PROJECT NO:

TO:

CONTRACTOR:

CONTRACT FOR:

DATE OF ISSUANCE:

CONTRACT DATE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below or in the Contract Documents.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION:

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

PROJECT MANAGER

By: _____

Date: _____

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above Date of Substantial Completion.

CONTRACTOR

By: _____

Date: _____

The County accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on, 2010.

COUNTY

By: _____

Date: _____

KC-

CAPITAL PROJECT CONTRACT

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

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

SECTION 1. DURATION OF CONTRACT

- a. 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 calendar days from the Start Date stated in the written Notice to Proceed referenced in Section 5. Final completion and closeout of this Contract shall occur calendar days after timely substantial completion, except as provided in Section 10 below. Time is of the essence in the performance of this Contract.
- b. The term "Substantial Completion" as used in this Contract means that stage in the progress of the Work where the OWNER has full and unrestricted use and benefit of the facilities for the purposes intended and only minor incidental work, replacement of temporary substitute facilities or minor correction or repair remains to physically complete the total contract. The term "Notice to Proceed" means a written notice from the OWNER to the CONTRACTOR that defines the date on which the Work under the Contract is to start.

SECTION 2 DESCRIPTION OF THE WORK

- a. The CONTRACTOR shall do all Work necessary to complete. The Work shall consist of: **(Scope of work)**
- 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, addenda thereto, and all terms and conditions contained in the Call for Bids, Instructions to Bidders and Bid documents. Specific items considered to be Project Documents and project drawings listed herein, which Project Documents are incorporated herein by reference. Further, the CONTRACTOR shall perform any alterations in or additions to the Work covered by this Contract and any extra Work which may be ordered as provided for in this Contract if requested to do so by the OWNER pursuant to Section 16.

- c. The CONTRACTOR shall perform according to standard industry practice for the requested Work specified in this Contract.
- d. The CONTRACTOR shall complete its Work in a timely manner and in accordance with the agreed schedule submitted by the CONTRACTOR and approved by the OWNER.
- e. The CONTRACTOR shall, from time to time, during the progress of the Work, confer with the OWNER. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the OWNER.

SECTION 3. CONTRACT REPRESENTATIVES

- a. Each party to this Contract shall have a representative. Each party may change its representative upon providing written notice to the other party. The party's representatives are as follows:
 - i. For CONTRACTOR:
Name of Representative:
Title:
Mailing Address:
City, State and Zip Code:
Telephone Number:
Fax Number:
E-mail Address:
 - ii. For OWNER:
Name of Representative:
Title:
Mailing Address:
City, State and Zip Code:
Telephone Number:
Fax Number:

E-mail Address:

- b. 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.

SECTION 4. CONTRACT AMOUNT

The OWNER hereby agrees to pay the CONTRACTOR according to the CONTRACTOR's Bid in the amount of (including accepted alternates and excluding Washington State Sales Tax (WSST)), at the time and manner and upon the conditions provided for in this Contract.

SECTION 5. 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.

SECTION 6. PREVAILING WAGES

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 OWNER 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. The CONTRACTOR must submit a Statement of Intent to Pay Prevailing Wages to the State Department of Labor and Industries for approval. Copies of an approved "Statement of Intent" shall be provided to the OWNER prior to any payment being made to the CONTRACTOR. 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 sent to the

OWNER. The fee for each of these documents shall be paid by the CONTRACTOR.

SECTION 7. PAYMENT

- a. At least ten (10) calendar days before the first Application for Payment, the CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE a Schedule of Values which allocates the total cost of the project to various categories. This schedule, unless returned for revision by the OWNER'S REPRESENTATIVE, shall be used as the OWNER'S REPRESENTATIVE'S basis for reviewing the CONTRACTOR'S Applications for Payment. For contracts using unit pricing, the unit pricing schedule provided in the CONTRACTOR'S bid shall be used by the OWNER'S REPRESENTATIVE as the basis for reviewing the CONTRACTOR'S Applications for Payment.
- b. At monthly intervals, unless determined otherwise by the OWNER, the CONTRACTOR shall submit to the OWNER an Application for Payment. An Application for Payment is a written request submitted by the CONTRACTOR to the OWNER for payment of Work. The Application shall be submitted on a form reviewed and approved by the OWNER'S REPRESENTATIVE. Within thirty (30) calendar days of receiving an Application for Payment, the OWNER shall pay ninety-five (95) percent of the Application for Payment if such Application is acceptable to the OWNER. Five (5) percent of the Application for Payment amount shall be retained in accordance with RCW Chapter 60.28. No Application for Payment will be considered until all schedules have been met and other documentation required by the Project Documents have been submitted.
- c. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may be similarly made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored off site shall be conditioned upon compliance by the CONTRACTOR with procedures satisfactory to the OWNER to establish the OWNER's title to such material and equipment or otherwise protect the OWNER's interest.
- d. No certificate given or payment made shall be evidence of the performance of the Contract, either wholly or in part, against the claim of the OWNER to the contrary, and no payment will be construed to be an acceptance of any defective Work which may before or afterward appear.

- e. Neither OWNER nor OWNER'S REPRESENTATIVE shall have an obligation to pay or to see the payment of money to a subcontractor except as may otherwise be required by law.

SECTION 8. PERFORMANCE AND PAYMENT BOND

Pursuant to RCW Chapter 39.08, the CONTRACTOR shall make, execute, and deliver to the OWNER a performance and payment bond for the contract amount of \$ (including WSST). This bond shall also cover 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.

SECTION 9. FINAL COMPLETION AND FINAL PAYMENT

- a. Upon receipt of a final Application for Payment, the OWNER'S REPRESENTATIVE will promptly make a final inspection and, when the OWNER'S REPRESENTATIVE finds the Work acceptable under the Project Documents and the Contract fully performed, the OWNER will promptly issue final payment pursuant to Paragraph 7.
- b. Before final payment, the CONTRACTOR shall furnish to OWNER or the OWNER'S REPRESENTATIVE, in addition to the other documents required by the Contract, record drawings of changes from the construction drawings showing deviations in a manner requested by the OWNER or the OWNER'S REPRESENTATIVE, and originals of all warranties for such equipment and materials where warranties are specified in the Contract.

SECTION 10. RETAINED PERCENTAGE

- a. In accordance with RCW Chapter 60.28, the OWNER shall release any retained percentage withheld in the manner set forth in Section 7.b., 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 of by the OWNER of an "Affidavit of Wages Paid" from L&I. The provisions of this paragraph shall supersede any other conflicting provisions.

SECTION 11. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the OWNER, 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 services 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 OWNER, its officers, officials, employees or agents. 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 OWNER, 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 Workers 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.

SECTION 12. 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 OWNER. 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 Two Million Dollars (\$2,000,000.00) per loss. The general aggregate limit shall apply separately to this Contract and be no less than Five Million Dollars (\$5,000,000.00).

The CONTRACTOR will provide Commercial General Liability coverage which 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. Coverage shall include liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; or premises owned, leased, or used by the CONTRACTOR.

c. **Automobile Liability:** 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.

d. **Builders Risk:**

A. Contractor shall purchase and maintain, until final acceptance by the Owner, property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.

- B.** Contractor property insurance shall be placed on an “all risk” basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E’s services and expenses required as a result of an insured loss.
- C.** Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E’s sub consultants, separate contractors described in Section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

e. Other Insurance Provisions

- i. The CONTRACTOR’S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the OWNER, its elected and appointed officers, officials, employees and agents.
- ii. The CONTRACTOR’S Commercial General Liability insurance shall include the OWNER, its officers, officials, employees and agents as additional insured with respect to performance of services.
- iii. The CONTRACTOR’S Commercial General Liability insurance shall contain no special limitations on the scope of protection afforded to the OWNER as additional insured.
- iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER, its officers, officials, employees, or agents.

- v. 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.
 - vi. The CONTRACTOR shall include all subcontractors as insureds 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.
 - vii. 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.
 - viii. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced as well as the verification sent to the OWNER.
- f. **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.
- i. The CONTRACTOR shall furnish the OWNER 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, or be materially reduced in coverage except on thirty (30) calendar days prior written notice to the OWNER. Any certificate or endorsement limiting or negating the insurer's obligation to notify the OWNER of cancellation or changes shall be altered so as not to negate the intent of this provision.

- ii. The CONTRACTOR shall furnish the OWNER 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 OWNER as an additional insured or an Additional Insured Endorsement page.
- iii. 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.
- iv. The CONTRACTOR shall request that their Washington State Department of Labor and Industries, Workers Compensation Representative send written verification to Kitsap County that CONTRACTOR is currently paying Workers Compensation within ten (10) calendar days after the effective date of the Contract.
- v. Written notice of cancellation or change shall be mailed to the OWNER at the following address:

Attn: Risk Manager
Department of Administrative Services
614 Division Street
Port Orchard, Washington 98366
- vi. 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.

SECTION 13. CONTRACTOR RESPONSIBILITY FOR WORK

- a. The CONTRACTOR shall supervise and direct all Work herein using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work herein.
- b. The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of the CONTRACTOR'S employees, agents, subcontractors and their agents and employees, and any other person performing Work under a contract with the CONTRACTOR.

SECTION 14. WARRANTY

In addition to any special warranties provided elsewhere in the Project Documents, the CONTRACTOR warrants to the OWNER and OWNER'S REPRESENTATIVE that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Project Documents, and that the Work will conform with the requirements of the Project Documents as described herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and may be rejected. The CONTRACTOR'S warranty excludes remedy for damage caused by abuse, improper or insufficient maintenance, or improper operation. If required by the OWNER'S REPRESENTATIVE or OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided.

SECTION 15. SALES TAX AND OTHER FEES

The CONTRACTOR shall pay Washington State sales tax and any other tax, and shall secure and pay for permits as indicated in the general conditions.

SECTION 16. CHANGES

Changes to the contract shall be governed in accordance with Part 7, of the General Conditions for Kitsap County Facility Construction.

SECTION 17. CHANGE ORDER PRICING

- a. The value of any Work covered by Change Order, or of any request for an equitable adjustment in the Contract Amount, shall be determined by one or more of the following methods:
 1. Lump sum;
 2. Unit price; or
 3. Fixed or percentage fee.

- b. Charges for the Work covered by an approved change shall be submitted by the CONTRACTOR to the OWNER on breakdown sheets for change proposal submittal and the proposals shall be prepared in a manner consistent with the Project Documents.

SECTION 18. TERMINATION

- a. The OWNER may terminate this Contract in whole or in part whenever the OWNER determines, in its sole discretion, that such termination is in the best interests of the OWNER. The OWNER may terminate this Contract upon giving ten (10) calendar days written notice by Certified Mail to the CONTRACTOR. In that event, the OWNER shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 7 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 OWNER 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 OWNER to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.
- c. 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 OWNER, the OWNER may terminate this Contract, in which case the OWNER shall pay the CONTRACTOR only for the costs of services accepted by the OWNER, in accordance with Section 7 of this Contract. Upon such termination, the OWNER, at its discretion, may obtain performance of the Work elsewhere or seek recourse against the performance and payment bond. The CONTRACTOR shall bear all costs and expenses incurred by the OWNER in completing the Work and all damage sustained by the OWNER by reason of the CONTRACTOR'S breach.

SECTION 19. NON-WAIVER OF RIGHTS

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

SECTION 20. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the OWNER. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the Work performed under this Contract does not include any OWNER 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 OWNER, unless otherwise directed by the terms of this Contract.
- d. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the OWNER'S REPRESENTATIVE or designee.

SECTION 21. COMPLIANCE WITH LAWS

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

SECTION 22. 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. Implementation of this provision shall be consistent with Washington State Initiative 200, Sec. 1 (Effective 12/3/98).

SECTION 23. DISPUTES

Disputes or claims arising from contract shall be governed in accordance with Part 8 of the General Conditions for Kitsap County Facility Construction.

SECTION 24. 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.

SECTION 25. SUCCESSORS AND ASSIGNS

The OWNER, 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 of this Contract.

SECTION 26. 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 United States or 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.

SECTION 27. 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.

SECTION 28. 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 3. 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.

SECTION 29. INSPECTION

The OWNER or the OWNER'S REPRESENTATIVE 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 OWNER or the OWNER'S REPRESENTATIVE conducts any inspection of the same.

SECTION 30. MODIFICATION

Except as provided in Section 16, all amendments or modifications to the Contract shall be in writing, signed by both parties, and attached to this Contract.

SECTION 31. LIQUIDATED DAMAGES

Upon written notice by the OWNER, liquidated damages at a rate of _ 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 OWNER's right to seek damages for the CONTRACTOR's breach of any other of its obligations under this Contract pursuant to Section 18 of this Contract or to actual damages for the CONTRACTOR's failure to achieve final completion within the time set forth in Section 1.

SECTION 32. CONTRACTS PROVISION

In the event language in this Contract conflicts with the requirements in the Project Documents, the language in the Contract controls.

This Contract is executed by the persons signing below who certify 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.

This Contract shall take effect this _____ day of _____, 200__.

CONTRACTOR

KITSAP COUNTY BOARD OF COMMISSIONERS

Firm:

By:

(Signature)

Josh Brown, Chair

Printed Name:

Stephen Bauer, Commissioner

Title: _____

Contractor Registration No.:

Charlotte Garrido, Commissioner

Federal Tax ID No.:

ATTEST:

Opal Robertson, Clerk of the Board

Approved as to form by the Prosecuting Attorneys

Office

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 3-03-2010

 (See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$40.03	1H	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$30.34	1		
BRICK MASON				
BRICK AND BLOCK FINISHER	\$39.49	1M	5A	
JOURNEY LEVEL	\$46.35	1M	5A	
BUILDING SERVICE EMPLOYEES				
JANITOR	\$8.55	1		
SHAMPOOER	\$8.97	1		
WAXER	\$8.97	1		
WINDOW CLEANER	\$13.22	1		
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$12.53	1		
CARPENTERS				
ACOUSTICAL WORKER	\$48.60	1H	5D	
BRIDGE, DOCK AND WARF CARPENTERS	\$48.47	1H	5D	
CARPENTER	\$48.47	1H	5D	
CREOSOTED MATERIAL	\$48.57	1H	5D	
DRYWALL APPLICATOR	\$48.74	1H	5D	
FLOOR FINISHER	\$48.60	1H	5D	
FLOOR LAYER	\$48.60	1H	5D	
FLOOR SANDER	\$48.60	1H	5D	
MILLWRIGHT AND MACHINE ERECTORS	\$49.47	1H	5D	
PILEDRIVERS, DRIVING, PULLING, PLACING COLLARS AND WELDING	\$48.67	1H	5D	
SAWFILER	\$48.60	1H	5D	
SHINGLER	\$48.60	1H	5D	
STATIONARY POWER SAW OPERATOR	\$48.60	1H	5D	
STATIONARY WOODWORKING TOOLS	\$48.60	1H	5D	
CEMENT MASONS				
JOURNEY LEVEL	\$49.15	1M	5D	
DIVERS & TENDERS				
DIVER	\$100.28	1M	5D	8A
DIVER ON STANDBY	\$56.68	1M	5D	
DIVER TENDER	\$52.23	1M	5D	
SURFACE RCV & ROV OPERATOR	\$52.23	1M	5D	
SURFACE RCV & ROV OPERATOR TENDER	\$48.85	1B	5A	
DREDGE WORKERS				
ASSISTANT ENGINEER	\$49.57	1T	5D	8L
ASSISTANT MATE (DECKHAND)	\$49.06	1T	5D	8L
BOATMEN	\$49.57	1T	5D	8L
ENGINEER WELDER	\$49.62	1T	5D	8L

KITSAP COUNTY
EFFECTIVE 3-03-2010

(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING</u> <u>WAGE</u>	<u>Over</u> <u>Time</u> <u>Code</u>	<u>Holiday</u> <u>Code</u>	<u>Note</u> <u>Code</u>
LEVERMAN, HYDRAULIC MAINTENANCE	\$51.19	1T	5D	8L
MATES	\$49.06	1T	5D	8L
OILER	\$49.57	1T	5D	8L
DRYWALL TAPERS				
JOURNEY LEVEL	\$49.19	1T	5D	8L
ELECTRICAL FIXTURE MAINTENANCE WORKERS				
JOURNEY LEVEL	\$48.79	1E	5P	
ELECTRICIANS - INSIDE				
CABLE SPLICER	\$31.74	1		
CABLE SPLICER (TUNNEL)	\$61.95	2W	5L	
CERTIFIED WELDER	\$66.57	2W	5L	
CERTIFIED WELDER (TUNNEL)	\$59.85	2W	5L	
CONSTRUCTION STOCK PERSON	\$64.25	2W	5L	
JOURNEY LEVEL	\$31.83	2W	5L	
JOURNEY LEVEL (TUNNEL)	\$57.74	2W	5L	
ELECTRICIANS - MOTOR SHOP				
CRAFTSMAN	\$61.95	2W	5L	
JOURNEY LEVEL	\$15.37	2A	6C	
ELECTRICIANS - POWERLINE CONSTRUCTION				
CABLE SPLICER	\$14.69	2A	6C	
CERTIFIED LINE WELDER	\$59.79	4A	5A	
GROUNDPERSON	\$54.59	4A	5A	
HEAD GROUNDPERSON	\$39.07	4A	5A	
HEAVY LINE EQUIPMENT OPERATOR	\$41.22	4A	5A	
JACKHAMMER OPERATOR	\$41.22	4A	5A	
JOURNEY LEVEL LINEPERSON	\$54.59	4A	5A	
LINE EQUIPMENT OPERATOR	\$41.22	4A	5A	
POLE SPRAYER	\$54.59	4A	5A	
POWDERPERSON	\$41.22	4A	5A	
ELECTRONIC TECHNICIANS				
ELECTRONIC TECHNICIANS JOURNEY LEVEL	\$42.21	1D	5A	
ELEVATOR CONSTRUCTORS				
MECHANIC	\$67.91	4A	6Q	
MECHANIC IN CHARGE	\$73.87	4A	6Q	
FABRICATED PRECAST CONCRETE PRODUCTS				
ALL CLASSIFICATIONS	\$13.50	1		
FENCE ERECTORS				
FENCE ERECTOR	\$13.80	1		
FENCE LABORER	\$11.60	1		
FLAGGERS				
JOURNEY LEVEL	\$33.93	1H	5D	
GLAZIERS				
JOURNEY LEVEL	\$48.61	1Y	5G	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	\$50.28	1S	5J	
HEATING EQUIPMENT MECHANICS				
MECHANIC	\$59.32	1E	6L	
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL	\$41.28	1H	5D	
INDUSTRIAL ENGINE AND MACHINE MECHANICS				
MECHANIC	\$15.65	1		

KITSAP COUNTY
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(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
INDUSTRIAL POWER VACUUM CLEANER				
JOURNEY LEVEL	\$9.24	1		
INLAND BOATMEN				
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	
INSPECTION/CLEANING/SEALING OF SEWER & WATER SYSTEMS BY REMOTE CONTROL				
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		
INSULATION APPLICATORS				
JOURNEY LEVEL	\$48.47	1M	5D	
IRONWORKERS				
JOURNEY LEVEL	\$54.27	1O	5A	
LABORERS				
ASPHALT RAKER	\$41.28	1H	5D	
BALLAST REGULATOR MACHINE	\$40.03	1H	5D	
BATCH WEIGHMAN	\$33.93	1H	5D	
BRUSH CUTTER	\$40.03	1H	5D	
BRUSH HOG FEEDER	\$40.03	1H	5D	
BURNERS	\$40.03	1H	5D	
CARPENTER TENDER	\$40.03	1H	5D	
CASSION WORKER	\$41.28	1H	5D	
CEMENT DUMPER/PAVING	\$40.77	1H	5D	
CEMENT FINISHER TENDER	\$40.03	1H	5D	
CHANGE-HOUSE MAN OR DRY SHACKMAN	\$40.03	1H	5D	
CHIPPING GUN (OVER 30 LBS)	\$40.77	1H	5D	
CHIPPING GUN (UNDER 30 LBS)	\$40.03	1H	5D	
CHOKER SETTER	\$40.03	1H	5D	
CHUCK TENDER	\$40.03	1H	5D	
CLEAN-UP LABORER	\$40.03	1H	5D	
CONCRETE DUMPER/CHUTE OPERATOR	\$40.77	1H	5D	
CONCRETE FORM STRIPPER	\$40.03	1H	5D	
CONCRETE SAW OPERATOR	\$40.77	1H	5D	
CRUSHER FEEDER	\$33.93	1H	5D	
CURING LABORER	\$40.03	1H	5D	
DEMOLITION, WRECKING & MOVING (INCLUDING CHARRED MATERIALS)	\$40.03	1H	5D	
DITCH DIGGER	\$40.03	1H	5D	
DIVER	\$41.28	1H	5D	
DRILL OPERATOR (HYDRAULIC, DIAMOND)	\$40.77	1H	5D	
DRILL OPERATOR, AIRTRAC	\$41.28	1H	5D	
DUMPMAN	\$40.03	1H	5D	
EPOXY TECHNICIAN	\$40.03	1H	5D	
EROSION CONTROL WORKER	\$40.03	1H	5D	
FALLER/BUCKER, CHAIN SAW	\$40.77	1H	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$30.84	1H	5D	

KITSAP COUNTY
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(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING</u> <u>WAGE</u>	<u>Over</u> <u>Time</u>	<u>Holiday</u> <u>Code</u>	<u>Note</u> <u>Code</u>
FINE GRADERS	\$40.03	1H	5D	
FIRE WATCH	\$33.93	1H	5D	
FORM SETTER	\$40.03	1H	5D	
GABION BASKET BUILDER	\$40.03	1H	5D	
GENERAL LABORER	\$40.03	1H	5D	
GRADE CHECKER & TRANSIT PERSON	\$41.28	1H	5D	
GRINDERS	\$40.03	1H	5D	
GROUT MACHINE TENDER	\$40.03	1H	5D	
GUARDRAIL ERECTOR	\$40.03	1H	5D	
HAZARDOUS WASTE WORKER LEVEL A	\$41.28	1H	5D	
HAZARDOUS WASTE WORKER LEVEL B	\$40.77	1H	5D	
HAZARDOUS WASTE WORKER LEVEL C	\$40.03	1H	5D	
HIGH SCALER	\$41.28	1H	5D	
HOD CARRIER/MORTARMAN	\$41.28	1H	5D	
JACKHAMMER	\$40.77	1H	5D	
LASER BEAM OPERATOR	\$40.77	1H	5D	
MANHOLE BUILDER-MUDMAN	\$40.77	1H	5D	
MATERIAL YARDMAN	\$40.03	1H	5D	
MINER	\$41.28	1H	5D	
NOZZLEMAN, CONCRETE PUMP, GREEN CUTTER WHEN USING HIGH PRESSURE AIR & WATER ON CONCRETE & ROCK, SANDBLAST, GUNIT, SHOTCRETE, WATER BLASTER	\$40.77	1H	5D	
PAVEMENT BREAKER	\$40.77	1H	5D	
PILOT CAR	\$33.93	1H	5D	
PIPE POT TENDER	\$40.77	1H	5D	
PIPE RELINER (NOT INSERT TYPE)	\$40.77	1H	5D	
PIPELAYER & CAULKER	\$40.77	1H	5D	
PIPELAYER & CAULKER (LEAD)	\$41.28	1H	5D	
PIPEWRAPPER	\$40.77	1H	5D	
POT TENDER	\$40.03	1H	5D	
POWDERMAN	\$41.28	1H	5D	
POWDERMAN HELPER	\$40.03	1H	5D	
POWERJACKS	\$40.77	1H	5D	
RAILROAD SPIKE PULLER (POWER)	\$40.77	1H	5D	
RE-TIMBERMAN	\$41.28	1H	5D	
RIPRAP MAN	\$40.03	1H	5D	
RODDER	\$40.77	1H	5D	
SCAFFOLD ERECTOR	\$40.03	1H	5D	
SCALE PERSON	\$40.03	1H	5D	
SIGNALMAN	\$40.03	1H	5D	
SLOPER (OVER 20")	\$40.77	1H	5D	
SLOPER SPRAYMAN	\$40.03	1H	5D	
SPREADER (CLARY POWER OR SIMILAR TYPES)	\$40.77	1H	5D	
SPREADER (CONCRETE)	\$40.77	1H	5D	
STAKE HOPPER	\$40.03	1H	5D	
STOCKPILER	\$40.03	1H	5D	
TAMPER & SIMILAR ELECTRIC, AIR & GAS	\$40.77	1H	5D	
TAMPER (MULTIPLE & SELF PROPELLED)	\$40.77	1H	5D	
TOOLROOM MAN (AT JOB SITE)	\$40.03	1H	5D	
TOPPER-TAILER	\$40.03	1H	5D	
TRACK LABORER	\$40.03	1H	5D	
TRACK LINER (POWER)	\$40.77	1H	5D	

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(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
TRUCK SPOTTER	\$40.03	1H	5D	
TUGGER OPERATOR	\$40.77	1H	5D	
VIBRATING SCREED (AIR, GAS, OR ELECTRIC)	\$40.03	1H	5D	
VIBRATOR	\$40.77	1H	5D	
VINYL SEAMER	\$40.03	1H	5D	
WELDER	\$40.03	1H	5D	
WELL-POINT LABORER	\$40.77	1H	5D	
LABORERS - UNDERGROUND SEWER & WATER				
GENERAL LABORER & TOPMAN	\$40.03	1H	5D	
PIPE LAYER	\$40.77	1H	5D	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	\$9.25	1		
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$10.05	1		
LANDSCAPING OR PLANTING LABORERS	\$12.92	1		
LATHERS				
JOURNEY LEVEL	\$48.74	1H	5D	
MARBLE SETTERS				
JOURNEY LEVEL	\$46.35	1M	5A	
METAL FABRICATION (IN SHOP)				
FITTER	\$26.96	1		
LABORER	\$8.55	1		
MACHINE OPERATOR	\$13.83	1		
WELDER	\$13.83	1		
MODULAR BUILDINGS				
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		
PAINTERS				
JOURNEY LEVEL	\$34.87	2B	6Z	
PLASTERERS				
JOURNEY LEVEL	\$46.63	1R	5B	
PLAYGROUND & PARK EQUIPMENT INSTALLERS				
JOURNEY LEVEL	\$8.55	1		
PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	\$55.57	1G	5A	
POWER EQUIPMENT OPERATORS				
ASPHALT PLANT OPERATOR	\$50.39	1T	5D	8P
ASSISTANT ENGINEERS	\$47.12	1T	5D	8P
BACKHOE, EXCAVATOR SHOVEL, OVER 50 METRIC TONS TO 90 METRIC TONS	\$50.94	1T	5D	8P
BACKHOE, EXCAVATOR SHOVEL, OVER 90 METRIC TONS	\$51.51	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, OVER 30 METRIC TONS TO 50 METRIC TONS	\$50.39	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, TRACTORS UNDER 15 METRIC TONS	\$49.48	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, TRACTORS: 15 TO 30 METRIC TONS	\$49.90	1T	5D	8P
BARRIER MACHINE (ZIPPER)	\$49.90	1T	5D	8P
BATCH PLANT OPERATOR, CONCRETE	\$49.90	1T	5D	8P

KITSAP COUNTY

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(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
BELT LOADERS (ELEVATING TYPE)	\$49.48	1T	5D	8P
BOBCAT (SKID STEER)	\$47.12	1T	5D	8P
BROKK-REMOTE DEMOLITION EQUIPMENT	\$47.12	1T	5D	8P
BROOMS	\$47.12	1T	5D	8P
BUMP CUTTER	\$49.90	1T	5D	8P
CABLEWAYS	\$50.39	1T	5D	8P
CHIPPER	\$49.90	1T	5D	8P
COMPRESSORS	\$47.12	1T	5D	8P
CONCRETE FINISH MACHINE - LASER SCREED	\$47.12	1T	5D	8P
CONCRETE PUMPS	\$49.48	1T	5D	8P
CONCRETE PUMP-TRUCK MOUNT WITH BOOM ATTACHMENT	\$49.90	1T	5D	8P
CONCRETE PUMP-TRUCK MOUNT WITH BOOM ATTACHMENT OVER 42 METERS	\$50.39	1T	5D	8P
CONVEYORS	\$49.48	1T	5D	8P
CRANE, FRICTION 100 TONS THROUGH 199 TONS	\$51.51	1T	5D	8P
CRANE, FRICTION OVER 200 TONS	\$52.07	1T	5D	8P
CRANES, THRU 19 TONS, WITH ATTACHMENTS	\$49.48	1T	5D	8P
CRANES, 20 - 44 TONS, WITH ATTACHMENTS	\$49.90	1T	5D	8P
CRANES, 45 TONS - 99 TONS, UNDER 150 FT OF BOOM (INCLUDING JIB WITH ATACHMENTS)	\$50.39	1T	5D	8P
CRANES, 100 TONS - 199 TONS, OR 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)	\$50.94	1T	5D	8P
CRANES, 200 TONS TO 300 TONS, OR 250 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)	\$51.51	1T	5D	8P
CRANES, A-FRAME, 10 TON AND UNDER	\$47.12	1T	5D	8P
CRANES, A-FRAME, OVER 10 TON	\$49.48	1T	5D	8P
CRANES, OVER 300 TONS, OR 300' OF BOOM INCLUDING JIB WITH ATTACHMENTS	\$52.07	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE (20 - 44 TONS)	\$49.90	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE (45 - 99 TONS)	\$50.39	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE (100 TONS & OVER)	\$50.94	1T	5D	8P
CRANES, TOWER CRANE UP TO 175' IN HEIGHT, BASE TO BOOM	\$50.94	1T	5D	8P
CRANES, TOWER CRANE OVER 175' IN HEIGHT, BASE TO BOOM	\$51.51	1T	5D	8P
CRUSHERS	\$49.90	1T	5D	8P
DECK ENGINEER/DECK WINCHES (POWER)	\$49.90	1T	5D	8P
DERRICK, BUILDING	\$50.39	1T	5D	8P
DOZER, QUAD 9, D-10, AND HD-41	\$50.39	1T	5D	8P
DOZERS, D-9 & UNDER	\$49.48	1T	5D	8P
DRILL OILERS - AUGER TYPE, TRUCK OR CRANE MOUNT	\$49.48	1T	5D	8P
DRILLING MACHINE	\$49.90	1T	5D	8P
ELEVATOR AND MANLIFT, PERMANENT AND SHAFT-TYPE	\$47.12	1T	5D	8P
EQUIPMENT SERVICE ENGINEER (OILER)	\$49.48	1T	5D	8P
FINISHING MACHINE/BIDWELL GAMACO AND SIMILAR EQUIP	\$49.90	1T	5D	8P
FORK LIFTS, (3000 LBS AND OVER)	\$49.48	1T	5D	8P
FORK LIFTS, (UNDER 3000 LBS)	\$47.12	1T	5D	8P
GRADE ENGINEER	\$49.90	1T	5D	8P
GRADECHECKER AND STAKEMAN	\$47.12	1T	5D	8P
GUARDRAIL PUNCH	\$49.90	1T	5D	8P
HOISTS, OUTSIDE (ELEVATORS AND MANLIFTS), AIR TUGGERS	\$49.48	1T	5D	8P
HORIZONTAL/DIRECTIONAL DRILL LOCATOR	\$49.48	1T	5D	8P
HORIZONTAL/DIRECTIONAL DRILL OPERATOR	\$49.90	1T	5D	8P
HYDRALIFTS/BOOM TRUCKS (10 TON & UNDER)	\$47.12	1T	5D	8P
HYDRALIFTS/BOOM TRUCKS (OVER 10 TON)	\$49.48	1T	5D	8P

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LOADERS, OVERHEAD (6 YD UP TO 8 YD)	\$50.39	1T	5D	8P
LOADERS, OVERHEAD (8 YD & OVER)	\$50.94	1T	5D	8P
LOADERS, OVERHEAD (UNDER 6 YD), PLANT FEED	\$49.90	1T	5D	8P
LOCOMOTIVES, ALL	\$49.90	1T	5D	8P
MECHANICS, ALL	\$50.94	1T	5D	8P
MIXERS, ASPHALT PLANT	\$49.90	1T	5D	8P
MOTOR PATROL GRADER (FINISHING)	\$50.39	1T	5D	8P
MOTOR PATROL GRADER (NON-FINISHING)	\$49.48	1T	5D	8P
MUCKING MACHINE, MOLE, TUNNEL DRILL AND/OR SHIELD	\$50.39	1T	5D	8P
OIL DISTRIBUTORS, BLOWER DISTRIBUTION AND MULCH SEEDING OPERATOR	\$47.12	1T	5D	8P
PAVEMENT BREAKER	\$47.12	1T	5D	8P
PILEDRIVER (OTHER THAN CRANE MOUNT)	\$49.90	1T	5D	8P
PLANT OILER (ASPHALT, CRUSHER)	\$49.48	1T	5D	8P
POSTHOLE DIGGER, MECHANICAL	\$47.12	1T	5D	8P
POWER PLANT	\$47.12	1T	5D	8P
PUMPS, WATER	\$47.12	1T	5D	8P
QUICK TOWER-NO CAB, UNDER 100 FEET IN HEIGHT BASED TO BOOM	\$47.12	1T	5D	8P
REMOTE CONTROL OPERATOR ON RUBBER TIERED EARTH MOVING EQUIP	\$50.39	1T	5D	8P
RIGGER AND BELLMAN	\$47.12	1T	5D	8P
ROLLAGON	\$50.39	1T	5D	8P
ROLLER, OTHER THAN PLANT ROAD MIX	\$47.12	1T	5D	8P
ROLLERS, PLANTMIX OR MULTILIFT MATERIALS	\$49.48	1T	5D	8P
ROTO-MILL, ROTO-GRINDER	\$49.90	1T	5D	8P
SAWS, CONCRETE	\$49.48	1T	5D	8P
SCRAPERS - SELF PROPELLED, HARD TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (45 YD AND OVER)	\$50.39	1T	5D	8P
SCRAPERS, CONCRETE AND CARRY ALL	\$49.48	1T	5D	8P
SCRAPER-SELF PROPELLED, HARD-TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (UNDER 45 YARDS)	\$49.90	1T	5D	8P
SHOTCRETE GUNITE	\$47.12	1T	5D	8P
SLIPFORM PAVERS	\$50.39	1T	5D	8P
SPREADER, TOPSIDER & SCREEDMAN	\$50.39	1T	5D	8P
SUBGRADE TRIMMER	\$49.90	1T	5D	8P
TOWER BUCKET ELEVATORS	\$49.48	1T	5D	8P
TRACTORS, (75 HP & UNDER)	\$49.48	1T	5D	8P
TRACTORS, (OVER 75 HP)	\$49.90	1T	5D	8P
TRANSFER MATERIAL SERVICE MACHINE	\$49.90	1T	5D	8P
TRANSPORTERS, ALL TRACK OR TRUCK TYPE	\$50.39	1T	5D	8P
TRENCHING MACHINES	\$49.48	1T	5D	8P
TRUCK CRANE OILER/DRIVER (UNDER 100 TON)	\$49.48	1T	5D	8P
TRUCK CRANE OILER/DRIVER (100 TON & OVER)	\$49.90	1T	5D	8P
TRUCK MOUNT PORTABLE CONVEYER	\$49.90	1T	5D	8P
WELDER	\$50.39	1T	5D	8P
WHEEL TRACTORS, FARMALL TYPE	\$47.12	1T	5D	8P
YO YO PAY DOZER	\$49.90	1T	5D	8P
POWER LINE CLEARANCE TREE TRIMMERS				
JOURNEY LEVEL IN CHARGE	\$40.79	4A	5A	
SPRAY PERSON	\$38.73	4A	5A	
TREE EQUIPMENT OPERATOR	\$39.25	4A	5A	
TREE TRIMMER	\$36.50	4A	5A	
TREE TRIMMER GROUNDPERSON	\$27.55	4A	5A	

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REFRIGERATION & AIR CONDITIONING MECHANICS				
MECHANIC	\$55.57	1G	5A	
RESIDENTIAL BRICK MASON				
JOURNEY LEVEL	\$17.04	1		
RESIDENTIAL CARPENTERS				
JOURNEY LEVEL	\$20.00	1		
RESIDENTIAL CEMENT MASONS				
JOURNEY LEVEL	\$30.87	1		
RESIDENTIAL DRYWALL TAPERS				
JOURNEY LEVEL	\$20.00	1		
RESIDENTIAL ELECTRICIANS				
JOURNEY LEVEL	\$14.00	1		
RESIDENTIAL GLAZIERS				
JOURNEY LEVEL	\$48.61	1Y	5G	
RESIDENTIAL INSULATION APPLICATORS				
JOURNEY LEVEL	\$13.96	1		
RESIDENTIAL LABORERS				
JOURNEY LEVEL	\$16.89	1		
RESIDENTIAL MARBLE SETTERS				
JOURNEY LEVEL	\$17.04	1		
RESIDENTIAL PAINTERS				
JOURNEY LEVEL	\$19.52	1		
RESIDENTIAL PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	\$21.11	1		
RESIDENTIAL REFRIGERATION & AIR CONDITIONING MECHANICS				
JOURNEY LEVEL	\$17.64	1		
RESIDENTIAL SHEET METAL WORKERS				
JOURNEY LEVEL (FIELD OR SHOP)	\$28.95	1		
RESIDENTIAL SOFT FLOOR LAYERS				
JOURNEY LEVEL	\$19.38	1		
RESIDENTIAL SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$27.74	1		
RESIDENTIAL STONE MASONS				
JOURNEY LEVEL	\$46.35	1M	5A	
RESIDENTIAL TERRAZZO WORKERS				
JOURNEY LEVEL	\$8.55	1		
RESIDENTIAL TERRAZZO/TILE FINISHERS				
JOURNEY LEVEL	\$30.26	1		
RESIDENTIAL TILE SETTERS				
JOURNEY LEVEL	\$31.14	1		
ROOFERS				
JOURNEY LEVEL	\$40.05	1R	5A	
USING IRRITABLE BITUMINOUS MATERIALS	\$43.05	1R	5A	
SHEET METAL WORKERS				
JOURNEY LEVEL (FIELD OR SHOP)	\$59.32	1E	6L	
SHIPBUILDING & SHIP REPAIR				
CARPENTER	\$19.29	1B	6W	
ELECTRICIAN	\$25.53	1B	6W	
HEAT & FROST INSULATOR	\$50.28	1S	5J	
LABORER	\$19.64	1		
MACHINIST	\$19.29	1B	6W	
OPERATOR	\$19.44	1B	6W	

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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	
SIGN MAKERS & INSTALLERS (ELECTRICAL)				
JOURNEY LEVEL	\$20.58	1		
SIGN MAKERS & INSTALLERS (NON-ELECTRICAL)				
JOURNEY LEVEL	\$9.27	1		
SOFT FLOOR LAYERS				
JOURNEY LEVEL	\$39.19	2X	5A	
SOLAR CONTROLS FOR WINDOWS				
JOURNEY LEVEL	\$10.31	1B	5O	
SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$64.29	1X	5C	
STAGE RIGGING MECHANICS (NON STRUCTURAL)				
JOURNEY LEVEL	\$13.23	1		
STONE MASONS				
JOURNEY LEVEL	\$46.35	1M	5A	
STREET AND PARKING LOT SWEEPER WORKERS				
JOURNEY LEVEL	\$16.00	1		
SURVEYORS				
CHAIN PERSON	\$9.35	1		
INSTRUMENT PERSON	\$11.40	1		
PARTY CHIEF	\$13.40	1		
TELECOMMUNICATION TECHNICIANS				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	\$34.09	1E	5A	
TELEPHONE LINE CONSTRUCTION - OUTSIDE				
CABLE SPLICER	\$32.27	2B	5A	
HOLE DIGGER/GROUND PERSON	\$18.10	2B	5A	
INSTALLER (REPAIRER)	\$30.94	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$30.02	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$32.27	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$31.62	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$32.27	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$30.02	2B	5A	
TELEVISION GROUND PERSON	\$17.18	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$22.73	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$27.09	2B	5A	
TELEVISION TECHNICIAN	\$24.35	2B	5A	
TREE TRIMMER	\$30.02	2B	5A	
TERRAZZO WORKERS				
JOURNEY LEVEL	\$45.26	1M	5A	
TILE SETTERS				
JOURNEY LEVEL	\$45.26	1M	5A	
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	\$12.00	1		
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	\$38.90	1K	5A	
TRUCK DRIVERS				
ASPHALT MIX (TO 16 YARDS)	\$45.63	1T	5D	8L

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ASPHALT MIX (OVER 16 YARDS)	\$46.47	1T	5D	8L
DUMP TRUCK	\$19.60	1		
DUMP TRUCK & TRAILER	\$19.60	1		
OTHER TRUCKS	\$18.37	1		
TRANSIT MIXER	\$20.79	1		
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	\$13.17	1		
OILER	\$14.08	1		
WELL DRILLER	\$14.40	1		

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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 AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - D. THE FIRST TWO (2) HOURS BEFORE OR AFTER A FIVE - EIGHT (8) HOUR WORKWEEK DAY OR A FOUR - TEN (10) HOUR WORKWEEK DAY AND THE FIRST EIGHT (8) HOURS WORKED THE NEXT DAY AFTER EITHER WORKWEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL ADDITIONAL HOURS WORKED AND ALL WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - E. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - F. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.
 - G. THE FIRST TEN (10) HOURS WORKED ON SATURDAYS AND THE FIRST TEN (10) HOURS WORKED ON A FIFTH CALENDAR WEEKDAY IN A FOUR - TEN HOUR SCHEDULE, SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - H. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS OR EQUIPMENT BREAKDOWN) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - 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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1.
 - Q. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND UP TO TEN (10) HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT CHRISTMAS DAY) SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON CHRISTMAS DAY SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - R. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
 - S. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS AND ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.
 - 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.
 - 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.
 - 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.

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- 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.
- T. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF PAY, AND THIS RATE SHALL INCLUDE HOLIDAY PAY.
- U. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER 12 HOURS IN A DAY, OR ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- V. ALL HOURS WORKED ON SATURDAYS AND ON MAKE-UP 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.

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- W. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ON A FOUR-DAY, TEN-HOUR WEEKLY SCHEDULE, EITHER MONDAY THRU THURSDAY OR TUESDAY THRU FRIDAY SCHEDULE, ALL HOURS WORKED AFTER TEN SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. THE FIRST EIGHT (8) HOURS WORKED ON THE FIFTH DAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED ON THE FIFTH, SIXTH, AND SEVENTH DAYS AND ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - X. ALL HOURS WORKED MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 6:00 P.M. AND 6:00 A.M. AND ALL HOURS 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.
- 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

- 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.

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- 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.
- X. HOLIDAYS: AFTER 520 HOURS - NEW YEAR'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY. AFTER 2080 HOURS - NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND A FLOATING HOLIDAY (8).
- Y. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, THANKSGIVING DAY, THE FRIDAY FOLLOWING THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- Z. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- 6. A. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- B. PAID HOLIDAYS: NEW YEAR'S EVE DAY, NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE'S DAY, AND CHRISTMAS DAY (9).
- C. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (9).
- D. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY BEFORE OR THE DAY AFTER CHRISTMAS DAY (9).
- E. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A HALF-DAY ON CHRISTMAS EVE DAY. (9 1/2).
- F. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (11).
- G. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND CHRISTMAS EVE DAY (11).
- H. PAID HOLIDAYS: NEW YEAR'S DAY, NEW YEAR'S EVE DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (10).
- I. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).
- J. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (9).
- L. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY. (8)
- Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY (8). UNPAID HOLIDAY: PRESIDENTS' DAY.

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- T. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (9).
- U. HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS DAY, CHRISTMAS DAY (9).
- V. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, CHRISTMAS DAY, AND ONE DAY OF THE EMPLOYEE'S CHOICE (9).
- W. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY (10).
- X. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY, EMPLOYEE'S BIRTHDAY (11).
- Y. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A FLOATING HOLIDAY (9).
- Z. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). IF A HOLIDAY FALLS ON SATURDAY, THE PRECEDING FRIDAY SHALL BE CONSIDERED AS THE HOLIDAY. IF A HOLIDAY FALLS ON SUNDAY, THE FOLLOWING MONDAY SHALL BE CONSIDERED AS THE HOLIDAY.

NOTE CODES

- 8. A. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
 - OVER 50' TO 100' - \$2.00 PER FOOT FOR EACH FOOT OVER 50 FEET
 - OVER 100' TO 150' - \$3.00 PER FOOT FOR EACH FOOT OVER 100 FEET
 - OVER 150' TO 220' - \$4.00 PER FOOT FOR EACH FOOT OVER 150 FEET
 - OVER 220' - \$5.00 PER FOOT FOR EACH FOOT OVER 220 FEET
- C. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
 - OVER 50' TO 100' - \$1.00 PER FOOT FOR EACH FOOT OVER 50 FEET
 - OVER 100' TO 150' - \$1.50 PER FOOT FOR EACH FOOT OVER 100 FEET
 - OVER 150' TO 200' - \$2.00 PER FOOT FOR EACH FOOT OVER 150 FEET
 - OVER 200' - DIVERS MAY NAME THEIR OWN PRICE
- D. WORKERS WORKING WITH SUPPLIED AIR ON HAZMAT PROJECTS RECEIVE AN ADDITIONAL \$1.00 PER HOUR.
- L. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: \$0.75, LEVEL B: \$0.50, AND LEVEL C: \$0.25.
- M. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS: LEVELS A & B: \$1.00, LEVELS C & D: \$0.50.
- N. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: \$1.00, LEVEL B: \$0.75, LEVEL C: \$0.50, AND LEVEL D: \$0.25
- P. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - CLASS A SUIT: \$2.00, CLASS B SUIT: \$1.50, CLASS C SUIT: \$1.00, AND CLASS D SUIT \$0.50.

GENERAL CONDITIONS FOR KITSAP COUNTY FACILITY CONSTRUCTION

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Part 1

GENERAL CONDITIONS FOR KITSAP COUNTY FACILITY CONSTRUCTION

PART 1 - GENERAL PROVISIONS

1.01 DEFINITIONS

- A. "Application for Payment" means a written request submitted by Contractor to A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. "Architect," "Engineer," or "A/E" means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. "Change Order" means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in part 8.
- E. "Contract Award Amount" is the sum of the Base Bid and any accepted Alternates.
- F. "Contract Documents" means the Advertisement for Bids, Instructions for Bidders, completed Form of Proposal, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- G. "Contract Sum" is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents.
- H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. "Contractor" means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- K. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents.
- L. "Final Completion" means that the Work is fully and finally completed in accordance with the Contract Documents.
- M. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.
- N. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- O. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- P. "Owner" means the state agency, institution, or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- Q. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
- R. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion.
- S. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in section 3.02.

