



City of Tacoma, WA

PUBIC ASSEMBLY FACILITIES

REQUEST FOR BID

**EXTERIOR/INTERIOR HIGH CLEANING FOR THE GREATER
TACOMA CONVENTION AND TRADE CENTER (GTCTC)**

SPECIFICATION NO. PF09-0385F

**GREATER TACOMA CONVENTION
AND TRADE CENTER**



City of Tacoma

REQUEST FOR BIDS

Specification No. PF09-0385F

**Exterior/Interior High Cleaning for the Greater Tacoma
Convention and Trade Center (GTCTC)**

The City of Tacoma is accepting **SEALED BIDS** for the above solicitation. Submittals will be received and time stamped only at the Purchasing Division, located in the Tacoma Public Utilities Administration Building, at 3628 South 35th Street, Tacoma, WA 98409.

Bids will be received until **11:00 a.m., Pacific Time, Tuesday, July 8, 2009**, at which time they will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor in the same building.

An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org. A list of vendors who registered for this solicitation is also available at the website. After 1:00 p.m. the day of bid opening, preliminary submittal results and names of vendors submitting bids are posted to the website for public viewing.

A site visit will be held at 10:00 a.m. on Wednesday, June 24, 2009 at the Greater Tacoma Convention and Trade Center, 1500 Broadway Street, Tacoma, WA 98402. All interested bidders shall meet in front of the building. The tour will start promptly at 10:00 a.m. All bidders are encouraged to attend.

Project Scope: Provide Exterior/Interior Window Washing, TPO Roof Cleaning, High Metal Siding Cleaning, and Exterior Metal Screen Cleaning for the Greater Tacoma Convention and Trade Center.

Estimate: \$ 240,000.00

Additional information regarding the specifications may be obtained by contacting Jon Houg, Facility Operations and Maintenance Manager, 253-573-2350, or contact Marie Holm, 253-502-8139 for general purchasing information.

CITY OF TACOMA

Patsy Best
Interim Purchasing Manager

Marie Holm
Purchasing Analyst



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

NOTICE TO ALL BIDDERS AND RESPONDENTS

Tacoma's Purchasing operations moving to permanent quarters/public bid opening location to change

Effective June 22, 2009, City of Tacoma Purchasing operations will be conducted from permanent quarters on the main floor of Tacoma Public Utilities Administration Building North. Telephone and email access will be limited on June 18 and 19 during the move.

Hand-carried bid submittals must be delivered to purchasing in the new location beginning June 22, 2009. Be sure to build extra time into your schedule to become familiar with the revised process. No change is required for submittals delivered via mail, fax or by commercial agents such as UPS or FedEx.

Beginning Tuesday, June 23, public bid openings will be conducted adjacent to the Purchasing office in conference room M-1.

Access to the main floor is through the building's main (north) and west entrances. Parking may be found on S. 35th Street in Lots B, C and G, along with a limited number of short-term parking spaces in Lot D, adjacent to the warehouse building.

For additional information, please contact Purchasing at 253-502-8468.

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BIDDER'S CHECK LIST

This checklist is being provided for convenience only and identifies the documents to submit with each bid. Any bids received without these documents could be considered non-responsive and not be considered for award.

Note: Any bid submitted which does not adequately address all aspects required in the specifications may be rejected at the discretion of the City of Tacoma for noncompliance.

Please submit one original and two (2) copies of your bid must be received in the City of Tacoma Purchasing office by the date and time specified in the document.

INFORMATION TO BE SUBMITTED



Bid Proposal Sheet

Bid Bond

Record of Prior Contracts

HUB Utilization Form

Prime Contractor's Pre-work Form

Bid submittal entitled: All line items listed in Section Q labeled "Minimum Requirements"

Bid submittal entitled: Non-Collusion Affidavit form

Any other information required in bid document.

After a contract is awarded, the following documents are required:

Contract

Insurance

Performance/Surety Bond

**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 1 – SOLICITATION**

THE FOLLOWING TERMS AND CONDITIONS ARE PART OF THIS SPECIFICATION AND ARE BINDING ON ALL RESPONDENTS SUBMITTING RESPONSES TO REQUESTS FOR BIDS, PROPOSALS, QUALIFICATIONS AND INFORMATION.

1.01 DELIVERY OF SUBMITTALS TO THE CITY'S PURCHASING DIVISION

Submittal packages must be received by the City's Purchasing Division, Tacoma Public Utilities Building, Main Floor, 3628 South 35th Street, Tacoma, WA 98409-3115, prior to the scheduled time and date stated in the solicitation announcement. Each submittal, intact and bound, shall be completely sealed, with the name of the submitting party (hereinafter "Respondent"), the specification number and title clearly marked on the exterior of the package. City offices are not open for special mail or other deliveries on weekends and City holidays.

Submittals may be delivered to the City by mail or in person; however, **the Respondent is solely responsible for timely delivery of its submittal to the Purchasing Division.**

Facsimile (fax) copies of submittals for requests for sealed bids, requests for proposals, requests for qualifications and requests for information will not be accepted at any City fax machine.

Submittals received after the time stated in the solicitation announcement will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a submittal has been timely received, the City's Purchasing Division may rely on Universal Coordinated Time from the National Bureau of Standards as reported by <http://www.greenwichmeantime.com/>

1.02 WITHDRAWAL OF SUBMITTALS

A. Prior to Submittal Deadline (Bid Opening)

Submittals may be withdrawn prior to the scheduled submittal deadline by providing written notice to the City's Purchasing Division. The notice may be submitted in person or by mail; however, it must be received by the City's Purchasing Division prior to the submittal deadline.

B. After Submittal Deadline

No submittal can be withdrawn after having been opened as set forth in the solicitation announcement, and before the actual award of the contract, unless the award is delayed more than 60 calendar days beyond the date of opening. If a delay of more than 60 calendar days does occur, the Respondent must submit written notice to the purchasing manager that Respondent is withdrawing its submittal.

1.03 SUBMITTAL IS NON-COLLUSIVE

The Respondent acknowledges that by its delivery of a submittal to the City in response to this solicitation it represents that the prices in such submittal are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

1.04 OPENING AND ACCEPTANCE OF SUBMITTALS

Submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.

All submittals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening.

1.05 RIGHT TO REJECT

The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, and if necessary, call for new bids/proposals.

A. Requests for Proposals (RFP)

By submitting a proposal in response to a City RFP, the Respondent acknowledges and consents to the following City rights and conditions. The City reserves, holds without limitation, and may exercise, at its

sole discretion, the following rights and conditions with regard to this procurement process:

1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Respondents for any reason whatsoever.
2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Respondents.
3. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with this procurement process upon notice to the Respondents.
4. To supplement, amend or otherwise modify the RFP specifications, at any time upon prior notice to Respondents, including but not limited to modifications to the description of services and/or products contained in the RFP, by omitting services/products and/or including services/products not currently contemplated therein.
5. To request clarifications, additional information, and/or revised submittals from one or more Respondents.
6. To conduct investigations with respect to the qualifications and experience information for each Respondent included in a submittal and to request additional evidence to support any such information.
7. To eliminate any Respondent that submits an incomplete or inadequate response, or is non-responsive to the requirements of the RFP specifications, or is otherwise deemed to be unqualified during any stage of the procurement process.
8. To select and interview a single finalist or multiple finalists for the purpose of promoting the City's evaluation of submittals provided in response to the RFP specifications. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all respondents in connection with this RFP process.
9. To discontinue contract negotiations with a selected Respondent and commence such negotiations with another respondent, except as otherwise provided in Chap. 39.80, RCW.
10. To select and enter into a contract with one or more Respondents whose submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of the RFP specifications.
11. To take any other action affecting the RFP specifications or the procurement process that is determined to be in the City's best interests.
12. In the event the City receives questions concerning RFP specifications from one or more Respondents prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Respondents.
13. Neither the City, its officials, staff, agents, employees, representatives, nor consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.06 EVALUATION OF SUBMITTALS

The City of Tacoma reserves the right to award to the lowest and best responsible Respondent(s) delivering a submittal in compliance with the specification documents, provided such submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Respondents who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

A. Evaluation Factors

In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible submittal:

1. Compliance with the Specification and with applicable City requirements, including by not limited to, the City's Ethics Code and its Historically Under-utilized Business and Local Employment and Apprenticeship programs.
2. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
3. Time of delivery and/or completion of performance (delivery date(s) offered).
4. Warranty terms.
5. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
6. Previous and existing compliance with laws and ordinances relating to contracts or services.
7. Sufficiency of financial resources.
8. Quality, availability and adaptability of the supplies or services to the particular use required.
9. Ability to provide future maintenance and service on a timely basis.
10. Location of nearest factory authorized warranty repair facility or parts dealership.
11. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications and skill to perform the contract or provide the services required.

All other elements or factors, whether or not specifically provided for in this Specification, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.

B. Cash Discount

Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.

1.07 COMPLETION OF CITY FORMS

All submittals must be completed in ink or typewritten using the forms included with this Specification, and submitted exactly as specified.

City forms requiring signature must be signed in ink by an authorized officer, employee or agent of the Respondent.

Prices must be stated in figures. Corrections shall be initialed in ink by the person signing the submittal. Prices having erasures or interlineations (cross outs) will not be accepted unless initialed in ink by the Respondent.

1.08 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

The City reserves the right to correct obvious errors in the Respondent's submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.09 CLARIFICATION OF SPECIFICATION

Questions regarding this Specification and/or any included terms, conditions, forms, plans or drawings are to be submitted in writing to the City staff person identified as the contact for this Specification. All requests for interpretation must be received by the City no later than five business days prior to the opening date. Any interpretation of this Specification will be made by addendum duly issued and posted to the Purchasing website at www.TacomaPurchasing.org. Such addendum must be acknowledged in the submittal. The City of Tacoma will not be responsible for any other explanation or interpretation of the specification documents.

1.10 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in the specification documents, submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition the submittal by inserting exceptions to the Specification or any conditions, qualifications or additions that vary its terms may result in rejection of the

submittal. The City cannot legally accept any submittal containing a material deviation from the Specifications.

1.11 INSERTION OF MATERIAL CONFLICTING WITH SPECIFICATIONS

Only material inserted by the Respondent to meet requirements of the specification documents will be considered. Any other material inserted by the Respondent will be disregarded by the City of Tacoma as being non-responsive and may be grounds for rejection of the submittal.

1.12 FIRM PRICES/ESCALATION

Except as specifically allowed elsewhere in the specification documents, only firm prices will be accepted.

1.13 SHIPPING

Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Respondent until delivery is tendered.

1.14 LEGAL HOLIDAYS

The City of Tacoma observes the following holidays, which shall apply to performance of all contracts awarded from this solicitation:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Tacoma.

1.15 TAXES

Unless otherwise required in this Specification, applicable federal, state, city and local taxes shall be included in the submittal as indicated below. The total cost to the City, including all applicable taxes, may be the basis for contract award determination. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.

A. Federal Excise Tax

The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If the Respondent fails to include any applicable tax in its submittal, then Respondent shall be solely responsible for the payment of said tax.

B. State and Local Sales Tax

The City of Tacoma is subject to Washington state sales tax. It is the Respondent's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.

C. City of Tacoma Business and Occupation Tax

It is the Respondent's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal.

Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.

It is the responsibility of the Respondent awarded the contract to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252, website <http://www.cityoftacoma.org/Page.aspx?nid=201>.

D. Any or All Other Taxes

Any or all other taxes are the responsibility of the Respondent unless otherwise required by law.

1.16 WASHINGTON BUSINESS LICENSE REQUIREMENT

All submittals should include a Washington State Business License number in the space provided on the Submittal Signature Page. If the recommended respondent does not have a Washington State Business License at the time of submittal, it must obtain such license and provide proof thereof to the City of Tacoma prior to contract award. Failure to include a Washington State Business License may be grounds for rejection of the submittal. Information regarding Washington State Business Licenses may be obtained at <http://www.dol.wa.gov/businesses.htm>.

1.17 PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

If the Respondent considers any submittal document to be protected from disclosure under the law, the Respondent shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. **Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal.**

If a request is made for disclosure of such identified documents or portions thereof, the City will determine whether the material is exempt from public disclosure. If, in the City's opinion, the material is subject to disclosure, the City will notify Respondent of the request and impending release and allow the Respondent 10 days to take whatever action it deems necessary to protect its interests. The City will cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Respondent shall indemnify City against same. If the Respondent fails or neglects to take such action within said period, the City will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

1.18 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The City of Tacoma ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from its federally assisted programs and activities. Contact Tacoma's Title VI coordinator at 253-591-5828 for additional information.

1.19 LEGAL DISPUTES

Respondent agrees and stipulates that in the event any litigation should occur concerning or arising out of this solicitation or any submittal delivered in response hereto, the sole venue of any such legal action shall be the Pierce County Superior Court of the state of Washington and the interpretation of the terms of the solicitation and submittal shall be governed by the laws of the state of Washington.

1.20 PURCHASE ORDER TERMS AND CONDITIONS

Terms and conditions of City of Tacoma purchase orders, if issued, shall apply to contracts and awards resulting from this solicitation.

1.21 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

Any Respondent who refuses to enter into a contract after it has been awarded to the Respondent will be in breach of the agreement to enter the contract, and the Respondent's certified or cashiers check or bid bond, if any, shall be forfeited.

1.22 AWARD

The City reserves the right to award contracts for any or all items to one or more respondents in the best interests of the City.

1.23 FINAL AWARD DETERMINATION

The Tacoma City Council or Public Utility Board, for awards over \$200,000, shall be the final judge as to which submittal(s) is/are the lowest and best responsible, and best meets the interest of the City of Tacoma to accept. The purchasing manager makes the determination for awards of \$200,000 and less.

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**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 2 – SERVICES**

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

2.01 CONTRACTOR

As used herein, the "Contractor" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Vendor, Proposer, Bidder, Seller, Merchant, Service Provider or otherwise.

2.02 ENTIRE AGREEMENT

This Specification, purchase orders issued by the City pursuant hereto, and the Contractor's submittal, in that order of precedence, shall constitute the "Contract" between the parties. Said documents represent the entire agreement between the parties and supersede any prior oral statements, discussions or understandings between the parties, and/or subsequent contractor invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

2.03 SERVICES

The services and/or work contracted for herein exclude public works and improvements as defined in RCW 39.04, as that statute may hereafter be amended.

2.04 SCOPE OF WORK

The Contractor agrees to diligently and completely perform the services required by this Contract.

The City shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by Contractor the City agrees to reasonably compensate the Contractor for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Delivery of incidental products will be as designated in this Contract.

2.05 TIME FOR PERFORMANCE

All services shall be satisfactorily completed by the termination date contemplated by this Contract, and this Contract shall expire on said date unless mutually extended in writing by the Parties.

2.06 EXTENSION OF CONTRACT

This Contract shall be subject to extension by mutual agreement per the same prices, terms and conditions.

2.07 COMPENSATION

The City shall compensate the Contractor in accordance with the Contract. Said compensation shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor.

2.08 INVOICES

Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable. Invoices shall be sent in duplicate to:

Accounts Payable
City of Tacoma
P. O. Box 1717
Tacoma Washington 98401-1717

Any terms, provisions or language in Contractor's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

2.09 PAYMENT TERMS

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained, and a properly completed invoice is received by the City. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

2.10 ADDITIONAL CITY CONTRACTS

During the term of this Contract, other City of Tacoma Departments/Divisions shall have the right to enter into additional service contracts or issue purchase orders based on the unit prices and/or service rates stated in this Contract. An exception taken specifically to this provision at time of submittal shall not constitute a material deviation in the bidding process.

2.11 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Contractor, incorporating the terms and conditions of this Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be the Contractor's responsibility to inform such public agencies of this Contract. Contractor shall invoice such public agencies as separate entities.

2.12 WARRANTIES/REPRESENTATIONS

The Contractor warrants that all services performed pursuant to the Contract shall be generally suitable for the use to which the City intends to use said services as expressed in this Contract. The Contractor represents and warrants that it will diligently and completely perform all services and obligations consistent with customarily accepted good practices and standards of performance applicable to service providers rendering the same or similar type of service and that it will comply with all applicable federal, state and local laws, ordinances, rules and regulations including, but not limited to, the Occupational Safety and Health Administration (OSHA) and the Washington Industrial Safety and Health Act (WISHA). If the Contractor intends to rely on information or data supplied by the City, other City contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the City.

2.13 TAXES, LICENSES, PERMITS

Unless otherwise required by applicable law, the tax provisions in Section 1 - Solicitation apply to this Contract. Except for state sales tax, the Contractor acknowledges that it is responsible for the payment of all taxes applicable to this Contract and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of records and all other requirements and obligations imposed pursuant to applicable law.

The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The Contractor shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of this Contract, the Contractor agrees to hold the City harmless from such costs, including attorney's fees. In the event the Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then the Contractor authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Contractor's total compensation.

2.14 FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

All federal, state, municipal and/or local laws and regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with its performance of work under this Contract.

2.15 HISTORICALLY UNDER-UTILIZED BUSINESSES (HUB) PROGRAM AND EQUAL OPPORTUNITY

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of historically under-utilized business enterprises. Contact Tacoma's HUB coordinator at 253-591-5828 for additional information.

2.16 NON-DISCRIMINATION

The Contractor agrees to take all steps necessary to comply with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The Contractor shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the Contractor with any of the non-discrimination provisions of this Contract, the City shall be deemed to have cause to terminate this Contract, in whole or in part.

2.17 PREVAILING WAGES PAID – IF REQUIRED

If this Contract involves public works and improvements and/or maintenance of public building(s), federal, state and/or local laws may require the Contractor to pay prevailing wages, and Contractor hereby agrees to pay such applicable prevailing wages. If applicable to this Contract, a Schedule of Prevailing Wage Rates for the locality or localities where this Contract will be performed is attached and made of part of this Contract by this reference. If prevailing wages do apply to this Contract, the Contractor and its subcontractors shall (a) be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits, (b) ensure that no worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage specified on that Schedule, and (c) immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages must be submitted by the Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid must be received or verified by the City prior to final Contract payment.

2.18 CONFLICT OF INTEREST

No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Contractor shall comply with all federal, state and City conflict of interest laws, statutes and regulations. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains that would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor further covenants that, in performance of this Contract, no person having any such interest shall be employed. The Contractor also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

2.19 REPORTS, RIGHT TO AUDIT, PERSONNEL

A. Reports

The Contractor shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken pursuant to this Contract.

B. Right to Audit

Upon City's request, the Contractor shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as

reasonably needed by City to assess performance, compliance and/or quality assurance under this Contract.

C. Personnel

If before, during, or after the execution of this Contract, the Contractor has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to this Contract, then the Contractor is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the City, and on a case by case basis.

2.20 TERMINATION AND SUSPENSION

The City may terminate this Contract at any time, with or without cause, by giving 10 business days written notice to Contractor. In the event of termination, all finished and unfinished work prepared by the Contractor pursuant to this Contract shall be provided to the City. In the event City terminates this Contract due to the City's own reasons and without cause due to the Contractor's actions or omissions, the City shall pay the Contractor the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.

The City may suspend this Contract, at its sole discretion, upon three business days written notice to the Contractor. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Contractor's actual expenses and shall be subject to verification. The Contractor shall resume performance of services under this Contract without delay when the suspension period ends.

Termination or suspension of this Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Contractor relative to performance hereunder.

2.21 INDEMNIFICATION – HOLD HARMLESS

The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, agents, employees and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the City, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Respondent specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

These indemnifications shall survive the termination of this Contract.

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.22 INSURANCE

The Contractor shall maintain all necessary insurance to protect Contractor and the City from losses and claims that may arise out of or result from performance of duties related to the Contract, including Worker's Compensation, automobile public liability and property damage, commercial general liability, professional liability, errors and omissions and others, as specified in the Insurance Requirements attachment.

2.23 INDEPENDENT CONTRACTOR STATUS

The Contractor is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall the Contractor be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Contractor. The Contractor shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, the Contractor agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.

Unless otherwise specified in writing, Contractor shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under this Contract. The Contractor, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform Contract services.

2.24 NOTICES

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the Contractor's registered agent and to the applicable City department representative.

2.25 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

To the extent that Contractor creates any work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, Contractor agrees to the following: The work has been specially ordered and commissioned by the City. Contractor agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Contractor hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Contractor's creation of the work.

The Contractor shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should the Contractor fail to obtain said releases and/or licenses, the Contractor shall indemnify, defend and hold harmless the City for any claim resulting there from.

2.26 PUBLIC DISCLOSURE

This Contract and documents provided to the City by Contractor hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the City may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies.

2.27 DUTY OF CONFIDENTIALITY

Contractor acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the City. Except for disclosure of information and documents to Contractor's employees, agents, or subcontractors who have a substantial need to know such information in connection with Contractor's performance of obligations under this Contract, the Contractor shall not without prior written authorization by the City allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

2.28 DISPUTE RESOLUTION

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the City's right to terminate authorized by this Contract.

2.29 GOVERNING LAW AND VENUE

Washington law shall govern the interpretation of this Contract. The state or federal courts located in Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.

2.30 ASSIGNMENT

The Contractor shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract without the prior written consent of the City.

2.31 WAIVER

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.32 SEVERABILITY AND SURVIVAL

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

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A. INTRODUCTION

The Greater Tacoma Convention & Trade Center (GTCTC) located at 1500 Broadway Street in Tacoma, is a 277,000 square foot facility with approximately 29,750 square feet of curtain wall glass, 62,660 square feet of Thermoplastic Polyolefin (TPO) roofing, 60,000 square feet of metal siding, and 10,000 square feet of exterior metal screens. A majority of the glass has been installed in the typical vertical design, but a sizable area has been installed utilizing a negative or sloping design, the barrel roof is an increasing sloping curve design, and the metal siding and metal screens are of the typical vertical design. A preview of the building can be viewed at www.tacomaconventioncenter.com.

The purpose of this Request for Bid is to seek qualified Contractors who can provide interior and exterior curtain wall glass cleaning (including projection art glass), TPO roof cleaning, metal siding cleaning, and exterior metal screen cleaning at the GTCTC. The City anticipates one or more contracts to be awarded.

In conjunction with window cleaning, the Contractor will wipe clean all window ledges, sills, and building support members that are located in immediate vicinity of the curtain walls. The Contractor will furnish all necessary permits, labor, supplies, equipment, tools, and supervision to satisfactorily perform the work required under this contract. All labor rates will be subject to Prevailing Wage Requirements for the State of Washington for Pierce County.

Each Contractor is responsible for reviewing the information contained in this bid document, any information issued through an addendum; as well as information shared during the site visit. The Contractor shall utilize all information when constructing their bid.

The City of Tacoma reserves the right to reject any or all bids and reserves the right, in its sole discretion, to waive irregularities deemed by the City of Tacoma to be immaterial.

B. SITE INSPECTION

A walk through of the GTCTC, including a discussion of contractor responsibilities, will be conducted at 10:00 a.m. on Wednesday, June 24, 2009. The location is at 1500 Broadway, Tacoma, WA. 98402 All interested bidders are to check in at the reception desk accessed off of Commerce Street. For directions to the facility, visit www.tacomaconventioncenter.com or call 253-830-6601. Although this walk through is not required, it is highly recommended that you all bidders attend because this affords them the opportunity to fully acquaint themselves with the existing facility conditions.

C. CONTRACT TERM

The successful contractor(s) shall be awarded a three-year contract and at by mutual agreement, the contract may be extended two additional one year periods, at the contract current rates or potential increases providing the Contractor can provide adequate justification for the increase in their rates.

D. BID BOND

The bid bond amount required will be five (5%) of your bid amount. A cashier's check may be submitted in lieu of a bid bond. The Bid Bond or Cashier's check must accompany your bid proposal.

E. REJECTION OF BID PROPOSALS

The City of Tacoma reserves the right to reject any or all bids and also reserves the right, in its sole discretion, to waive irregularities deemed by the City of Tacoma to be immaterial.

F. ESTIMATED USAGE

It is anticipated that the Contractor will be required to clean the interior glass twice a year, exterior glass twice a year, exterior metal siding twice a year, exterior metal screens twice per year, and barrel roof once per year. The GTCTC reserves the right to increase or decrease this requirement.

G. METHODOLOGY

GLASS: The successful contractor will apply a mild soapy water solution consisting of anionic and nonionic surfactants, ethyl alcohol, water, stabilizing agents, and perfume to the window glass while using a non-scratching CLEANING DEVICE made of soft fabric over plastic or other previously acceptable means and methods. In addition, a window squeegee will be used in a vertical motion to remove the solution from the glass leaving a streak free and clear surface. The surrounding frames will be immediately wiped off (cleaned) using a soft non-abrasive cloth. Streaks or other blemishes will not be acceptable.

ROOF: The successful contractor will wet the entirety of the roof, use a soft bristle brush to loosen debris and use a squeegee to push debris and water to roof drains. Simple Green Cleaning Product will be used to remove any stains found on the roof during the process of loosening debris.

METAL SIDING AND SCREENS: The successful contractor will use a low intensity pressure washer to clean and clear all debris from the siding and screens.

H. WORK COORDINATION/ PROJECT SCHEDULING / QUALITY CONTROL

The Contractor and the GTCTC representative will work closely to schedule the work during those times that have the least impact on building operation and public events. Public safety considerations are paramount.

An on going inspection schedule agreeable to both the successful Contractor and GTCTC will be established.

I. RIGGING FIXTURES & DEVICES

All bidders may utilize their own rigging fixtures and devices but must specify in their bids what they will be using. Any bids submitted without this information may be rejected and considered non-responsive.

J. SAFETY

The Contractor will insure all cleaning activities conducted, will comply fully and completely with all applicable code and regulatory requirements for personnel and workplace safety and accident prevention. The Contractor will provide all protective devices and equipment required by the nature of the work. The Contractor will be responsible for instructing personnel in safe work habits and requirements and furnish a copy of the work crew's Safety Meeting minutes and all MSDS sheets to the GTCTC representative. The Contractor is responsible for posting copies of Material Safety Data Sheets for all chemicals used on the property at the appropriate location. In addition, the Contractor shall not block normal traffic/pedestrian lanes and give rise to accommodations of safety paramount for the patrons, staff and guests of GTCTC.

K. COMMUNICATION

The Contractor will meet with the GTCTC representative before each SCHEDULED cleaning to review the operations and future requirements of the building during the term of the resulting agreement. Also this will allow the Contractor to know when there will be least impact on building operation and public events. Public safety considerations are paramount.

L. COMPANY IDENTIFICATION

The Contractor's personnel must be readily identifiable by uniform or by other easily identifiable insignia, and carry identification cards with them while working at the GTCTC.

M. ACCESS CARD / KEYS

Only the GTCTC representative can designate which of the Contractor's personnel will have access to GTCTC property key(s). Appropriate key(s) can be checked out daily through the 24-hour Security desk. The Security desk is located on the 3rd floor and requesting a key procedurally requires the requestor to submit a personal form of identification. If a key(s) should become lost or stolen, the cost of key and/or necessary lock replacement will be paid by the Contractor. Lost or stolen keys must be reported immediately.

N. HOURS OF OPERATION

Hours of operation shall be Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions – Section 1 or as otherwise approved by the City. The contractor shall also be responsible to minimize disruptions to building and occupants during working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

O. COMPLETION TIMES

- a. Interior Glass Cleaning must be completed within five (5) days from the scheduled start.
- b. Exterior Glass Cleaning must be completed within five (5) days from the scheduled start.
- c. TPO Roof Cleaning must be completed within two (2) days from the scheduled start.
- d. Exterior Screens Cleaning must be completed within one (1) day from the scheduled start.
- e. Exterior Metal Siding Cleaning must be completed within two (2) days from the scheduled start.

P. GENERAL SITE AREA PROTECTION AND CLEANUP

The Contractor is to keep the area where they are working clean, neat and in an orderly condition. Contractor shall be responsible for clean up of job site and removal of all rubbish. Contractor shall take necessary steps to protect guests and occupants in the GTCTC while they are working.

Q. MINIMUM REQUIREMENTS

The Contractor shall provide the following information. **Failure to provide this information may cause your bid to be considered non-responsive and justification to reject your bid.**

- Provide company information to include years in business, number of employees, or any other relevant information. (Financial information not required)
- Provide a copy of your Contractor's State Safety Violations Record for the last three years. Contact the Department of Labor and Industries, Public Records Unit at 360-902-5532. They require your request in writing; please allow a minimum of three days for them to submit the information to you.
- Provide a listing of governmental contracts, to include any with City of Tacoma, State of Washington agencies or other municipalities you have had during the last five years. Include a contract value, contract term, contact person, phone and fax number.
- Provide information if you have EVER had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance which was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default.

NOTE: If the Proposer has had a contract terminated for default in this period, then the Proposer shall submit full details including the other party's name, address, and phone number. City of Tacoma will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of its past experience.

R. PRICING

The rates offered shall include costs of bid preparation, servicing of the account, all contractual requirements during contract period, transportation, permits, labor, material, components, equipment and appurtenances necessary to complete the work which shall conform to the best practice known to the trade in design, quality, material and workmanship and be subject to the specifications in full.

Approved changes to the contract will be put into effect through the use of a change order to the contract.

Failure to reach agreement on a request for an increase in price can, at the sole option of the City, result in the termination of the contract for cause.

S. PRICE ESCALATION CLAUSE

The Contract term will be for three years with the option to extend the contract two additional one year periods. The price guaranteed with requests for escalation is limited to the percentage escalation of Washington Prevailing Rates when changes to the rates are posted by the Department of Labor and Industries. The Contractor will be required to submit all proposed price escalation/de-escalation in writing. Any proposed escalation price must be beyond the control of contractor and supported by written documentation due to changes in the prevailing wages rates for Pierce County for the appropriate positions. Hourly costs will be only increased at the same percentage increase as the prevailing wage rates for that position. The effective date for any proposed escalation will coincide with the Washington State Prevailing Wage Rates for Public Works contracts for Pierce County.

T. PREVAILING WAGE INFORMATION

The Contractor shall comply with the law regarding prevailing wages. These rules apply to an contractor who does business with the City, including owner/operators. A Statement of Intent to Pay Prevailing Wages MUST be filed with the Washington Department of Labor & Industries upon award of contract. Any Affidavit of Wages Paid MUST be filed with the Washington Department of Labor & Industries upon job completion. Payments cannot be released by the City until certification of these filing are received. Additional information regarding these submittals can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335 or by visiting their website at: <http://www.lni.wa.gov/TradesLicensing/PrevailingWage/default.asp>. Sample documents are enclosed for reference but only original forms can be submitted to the Department of Industries.

U. PERFORMANCE BOND AND RETAINAGE

For any contract awarded for more than \$35,000, the City will require the contractor to submit a performance bond for fifty (50) percent of the contract amount. For those contract awards where the value is \$35,000 or less, the Contractor may elect to have fifty percent retainage held in lieu of submitting a performance bond.

The City is required by state law to withhold five (5) percent retainage. The contractor may submit a retainage bond in lieu of retainage.

V. EVALUATION CRITERIA

This Request for Bid may be awarded to one or multiple bidders(s). The City of Tacoma reserves the right to award by line item, group of line items or not award a specific line item(s). The award of contract (s) will not be based on costs alone as other factors (identified in section Q, Minimum Requirements) are equally important. The contract will be awarded to the lowest responsible bidder(s) complying with the specifications, provided such bid is reasonable and it is in the best interest of the City to accept. The City, however, reserves the right to reject any and all bids and to waive any informalities in bids received. The City also reserves the right to let the contract to the lowest responsible bidder whose bid will be most advantageous to the City price and any other factors considered.

All other elements or factors, whether or not specifically provided for in this contract, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of the contract. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. The final award decision will be based on the best interests of the City.

W. BID PROPOSAL INFORMATION

The contractor shall provide pricing for one or more line items. The bid units are estimates only. The measurement for contract set-up costs shall be measured per one time cost which may include bonding requirements, insurance or and any other start up costs.

X. HISTORICALLY UNDER-UTILIZED BUSINESS PROGRAM (HUB)

This specification includes a HUB Goal. See attached HUB Regulations, HUB Special Reminder to Bidders, HUB Goal Utilization Form and the HUB Prime Contractor's Pre-Work Form.

CITY OF TACOMA

HISTORICALLY UNDER-UTILIZED BUSINESS OPPORTUNITY REGULATIONS

I. GENERAL

A. STATEMENT OF POLICY

1. Participation

It is the policy of the City of Tacoma that all citizens be afforded an opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of historically under-utilized business enterprises (HUB), and except for as provided herein shall apply to all construction contracts awarded by the City.

2. Lowest and Best Responsible Bidder

The policy of the City of Tacoma is to award contracts on the basis of the “lowest and best responsible bidder.” Inasmuch as the state law requires the above-described undertakings by a contractor (other than consideration in a light most favorable to a HUB), the determination of “lowest and best responsible bidder” shall include a determination of the bidder that has best complied with these provisions.

These regulations, and the authorizing ordinance, describe the procedures followed by the City in making this determination. The term “low bid” used herein shall mean the bid submitted by the “lowest and best responsible bidder.”

B. SCOPE OF REGULATION

1. Application – Projects

These regulations are adopted pursuant to Ordinance No. 27369 of the City of Tacoma, Tacoma Municipal Code (“TMC”) Chapter 10.26.120 and shall apply to all construction contracts awarded by the City, including prime contractors awarded projects in design/bid/build, design/build, and general contractor/construction manager type projects in excess of \$10,000, or for construction of water mains in excess of \$15,000, except as may be specifically exempted pursuant to the procedures established in Section IV.A.4.a. and b. of the Administrative Procedures, and provided that the HUB subcontracting requirements shall apply only to projects in excess of \$25,000. These regulations are not applicable to that portion of a City contract that is funded by another public entity.

2. Application – Persons

These regulations shall apply, as the context may require, to all contractors with contracts totaling \$10,000 or more, or for construction of water mains in excess of \$15,000, whether they are prime or subcontractors, and shall affect all departments, commissions, and boards of the City as well as City officials and employees.

3. State and Federal Law

These regulations interpret and apply the equal opportunity requirements of Executive Order 11246, as amended, and the minority employment and business enterprise provisions of RCW 35.22.650 for contracts with the City of Tacoma and the requirements of RCW 49.60. The City of Tacoma is in compliance with Title VI of the Civil Rights Act of 1964, as amended, and prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, and other aspects of employment on the basis of race, color, religion, sex, or national origin. Furthermore, discrimination on the basis of age and physical handicap is prohibited.

In addition to the requirements stated herein, when federal or state monies are used to fund any portion of a City of Tacoma project, state and federal Disadvantaged Business Enterprise (“DBE”) requirements may apply and be incorporated into the contract terms and conditions.

C. DEFINITIONS

1. Informational: The following definitions are set forth in the City Code, Section 10.26.020 and are repeated here for the convenience of the reader.

a. "Bid" means a quotation, proposal, solicitation, or offer by a Material Supplier or contractor to perform or provide labor, supplies, or services furnished under a City Contract including additives, alternates, deductives, force accounts, and taxes collected separately pursuant to Washington Administrative Code ("WAC") 458-20-171.

b. "Bidder" means any business that submits a quotation or bid or proposal to provide labor, materials, supplies, or services to the City of Tacoma.

c. "City" means all agencies and departments of the City of Tacoma.

d. "Contract" means any agreement between the City and a person to provide or procure labor, materials, supplies, or services to, for, or on behalf of the City of Tacoma. A "contract" shall include an agreement between the City and a non-profit entity to perform public work construction-related services for public work. A "contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant monies to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise, or concession agreements; and (5) agreements to use City real property.

e. "Contractor" means any person(s), firm, partnership, corporation, or combination thereof, who submits a bid, performs any part of, agrees with a person to provide services relating to and/or enters into a contract with department heads and officers empowered by law to enter into contracts on the part of the City for Public Works or improvements to be performed, or for goods and services or supplies to be purchased at the expense of the City or to be paid out of monies deposited in the treasury or out of trust monies under the control of or collected by the City.

f. "Employer" means any person who has a contract with the City totaling \$10,000 or more, or \$15,000 for water main projects in accordance with Executive Order 11246.

g. "HUB" (Historically Under-utilized Business) shall mean a person classified by the Finance Department as having satisfied the following criteria:

1. Each person with an ownership interest in the company has a personal net worth of less than \$375,000, excluding one personal residence and the net worth of the business;

2. The company's total gross receipts for any consecutive three year period within the last six years is not more than \$8 million; and

3. The owner(s) executes an affidavit and files it with the City's Finance Department, HUB Program, which states all information submitted on the HUB application is accurate and which also states that the business has sought or intends to do business with the City and/or within the Pierce County area and has experienced or expects to experience difficulty competing for such business due to financial limitations that impair its ability to compete against larger firms.

And can demonstrate that it also fits at least one of the following additional requirements:

4. The company's business offices, or the personal residence of the owner, is located within a City of Tacoma designated Renewal Community/Community Empowerment Zone, prior to designation as a HUB, or

5. The company's business offices, or the personal residence of the owner, is located within the City of Tacoma, for at least six months prior to designation as a HUB; or

6. The company's business offices, are located in a federally designated HUBZone in Pierce County or any adjacent county for at least 12 months prior to designation as a HUB; or

7. The company's business offices are located in a federally designated HUBZone in a county wherein the work will be performed, or an adjacent county for at least 12 months prior to designation as a HUB.

h. "Labor Union" means any organization, which exists for the purpose, in whole or in part, of dealing with employers concerning grievances or terms or conditions of employment, or for other mutual aid or protection in connection with employment.

i. "Person" means individuals, partnerships, associations, corporations, cooperatives, legal representatives, trustees, or receivers.

j. "Prime Contractor" means any person who has a contract with the City of Tacoma to provide specific construction services, sales, supplies, materials, professional services, labor, and/or equipment.

k. "Public Work or Improvement" shall include all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or which is by law a lien or charge on any property therein (RCW 39.04.010).

l. "Subcontractor" means any person providing goods and/or services to a prime contractor for profit, if such goods and/or services are procured or used in fulfillment of the prime contractor's obligations arising from a contract with the City of Tacoma, except persons providing goods to a prime contractor whose contract with the City is for the provision of materials, equipment, or supplies.

2. Additional Definitions: The following definitions are promulgated pursuant to the authority of Section 10.26.120 of the City Code and are to be used in the application, interpretation and enforcement of these HUB rules.

a. "Base Bid" means a bid for work to be performed or goods or services to be furnished under a City Contract, including additives, alternates, deductives, excluding force accounts, and taxes collected separately pursuant to Washington Administrative Code ("WAC") 458-20-171

b. "Broker" means a firm or business-entity subcontractor who provides supplies or materials to a prime contractor or another subcontractor by procuring said supplies or materials from a supplier and charging a commission for such service.

c. "Commercially Relevant Work" means that portion of the contract which is commonly performed by contractors engaged in the same or similar business using their organization's resources.

d. "Commercially Useful Function" means the performance of real and actual services which are integral and necessary in the discharge of any contractual endeavor, and not solely for the purpose of obtaining certification or obtaining credit for participation in goal attainment, and that a contractor is responsible for the execution of a distinct element of the work of the contract and carries out its responsibilities by actively performing, managing, and supervising the work involved.

e. "Conduit" means a firm or business-entity prime contractor or a subcontractor who subcontracts so much of the work of a contract, as judged by normal industry practice, that no commercially useful function is performed by the conduit.

f. "Crafts" means a recognized construction trade for which minimum wage categories are established by the Department of Labor and Industries of the State of Washington in the trade area of the City's projects or purchases.

g. "Employment Agency" means any person undertaking, with or without compensation, to recruit, procure, refer, or place employees for an employer.

h. "Evaluated Bid" means a bid that factors each contractors base bid including any alternates, deductives and additives selected by the City which will result in a weighed reduction based on that contractor's percentage of HUB participation, as defined by formula set forth in II.A.5.b.

i. "Front" means a business, which purports to be a HUB business, but which is actually owned and/or controlled in a manner that is inconsistent with the requirements of the classification.

j. "Goals" means annual employment and HUB subcontracting goals, expressed as percentages of total employee numbers or dollar volume, for participation of historically under-utilized businesses, and shall not be construed as a minimum for any particular contract or for any particular geographical area.

k. "HUB Goal" means percentage of HUB participation for the scope of work listed in the contract documents.

l. "HUB Subcontractor" means any HUB providing goods and/or services to a prime contractor for profit, if such goods and/or services are procured or used in fulfillment of the prime contractor's obligations arising from a contract with the City of Tacoma, except persons providing goods to a prime contractor whose contract with the City is for the provision of materials, equipment, or supplies.

m. "HUB Usage" means the total actual HUB participation divided by bidder's base bid expressed as a percentage.

n. "Issuing Authority" means the department or agency of the City responsible for issuing a particular contract.

o. "Low Base Bid" means Base Bid submitted by the Lowest and Best Responsible and Responsive bidder which is used with the five percent HUB credit to calculate the Evaluated Bid.

p. "Lowest and Best Responsible and Responsive Bidder" means the bidder submitting the lowest bid who has the ability to perform the contract bid upon considering such factors as financial resources, skills, quality of materials, past work record, and ability to comply with state, federal, and local requirements, including these HUB regulations.

- q. "Manufacturer" means a firm or business entity that produces an item from raw materials or who substantially alters the form of a product in order to make it suitable for a particular use.
- r. "Material-Supplier" means a firm or business entity who:
 - 1. assumes a contractual responsibility for furnishing supplies and materials;
 - 2. is recognized by the industry as a distributor of the supplies and materials;
 - 3. has a warehouse, yard, or other such facilities as are commonly used by suppliers engaged in the same or similar business; and distributes, delivers, and/or services the product with its own staff.
- s. "Mentor" means a prime contractor that has entered into approved mentoring agreements with one or more eligible HUB businesses.
- t. "Outreach" means advertising or making known to the public all opportunities for fair contracting through electronic, periodical, internet linking, and any other reasonable means to disseminate and share information to minority/women and other small business owners by City staff.
- u. "Pre-bid Conference" means a meeting held prior to the date of bid submittal on contracts in excess of \$50,000, which disseminates to all bidders in attendance information to assist them in meeting fair contracting requirements on City projects.
- v. "Protégé" means an approved HUB that has entered into an approved mentoring agreement with a prime contractor.
- w. "Renewal Community/Community Empowerment Zone" means that portion of those census tracts which are situated within the City of Tacoma and designated by the state of Washington and the federal government as entitled to receive financial assistance from the federal government because of high levels of poverty and unemployment.
- x. "Single Trade Contract" shall mean a City project involving only one recognized construction craft in which subcontracting opportunities do not reasonably exist.

D. GOALS

1. HUB Subcontracting Goals

- a. In determining the goals for HUB participation, the City has assessed the possibilities for HUB subcontracting opportunities involving construction work. This assessment involved meetings with governmental officials, general contractors, subcontractors, historically under-utilized business owners, and community members. In addition, HUB requirements of other governmental agencies and applicable federal, state and local laws and regulations have been examined. The City of Tacoma has determined that a reasonable overall annual goal on all City contracts is 22 percent. However, the HUB goal for individual projects may vary in efforts to achieve the City's annual goal.
- b. The goal for HUB participation for each project must be addressed unless otherwise waived or adjusted in accordance with Subsections I.D.1.c, I.D.1.d., or IV.A.4.b of the HUB regulations.
- c. The HUB Program Coordinator may waive the goal for Single Trade Contracts, upon the request of the department or division responsible for issuing the contract provided that a HUB submitting the Lowest Responsible Bid for a Single Trade Contract shall be deemed the Lowest and Best Responsible and Responsive Bidder, if such bid is not more than 5 percent greater than the lowest Base Bid submitted by any bidder that is not a HUB.
- d. The HUB Program Coordinator and the City's project manager of the department responsible for issuing the contract shall make a determination of the HUB participation goal on a project-by-project basis.
- e. To assist contractors with attainment of the goals, solicitation may be directed through HUB contractor associations, or other agencies established to provide referrals. Listings of certified HUBs are available at the City of Tacoma's HUB Program. City Departments can access the directory through the City of Tacoma network systems.

2. Contracting Requirements – Equal Employment Opportunity

All bidders, prospective contractors, and subcontractors, bidding on City of Tacoma projects are required to comply with applicable federal, state, and local equal employment opportunity regulations. Each bidder agrees that, if awarded a contract, it shall similarly bind contractually each subcontractor. The prime contractor, by signing the bid, gives assurance of compliance with these requirements. Final compliance with the requirements shall be determined by the Finance Department – HUB Program. In the event of noncompliance, the contract may be subject to cancellation, termination, or suspension, in whole or in part, and the contractor may be declared ineligible for further contracts with the City of Tacoma until deficiencies are corrected.

The City's employment goals as set forth by the United States Department of Labor, Office of Federal Contract Compliance Programs, are set at:

<u>Year</u>	<u>Minorities</u>	<u>Women</u>
2005	6.2%	6.9%

These are two **SEPARATE** and **DISTINCT** measurements, addressed individually.

The HUB Program Coordinator shall be kept fully informed in writing of the bidder's action taken during the contract's term and of any refusals by unions or others refusing to cooperate with the contractor's Equal Opportunity Plan.

3. Waiver of Goals

The goals set forth herein may be waived or adjusted as to any specific contract utilizing procedures set forth in Section IV.A.4.

4. Certification Requirements

1. Each HUB applicant shall provide the following documents to the Finance Department – HUB Program or assigned designee:
 - a. A completed Statement of Personal Net Worth, (Appendix 3; we appreciate your cooperation in voluntarily providing the ethnicity and gender of each person with an ownership interest in the business);
 - b. An affidavit as described in Section I.C.1.g.3;
 - c. Tax returns for the business for six (6) years prior to the date of application for HUB certification, or from the date of inception of the business if the business has been in existence less than six (6) years;
 - d. List of equipment and vehicles used by the HUB;
 - e. Description of corporate structure and owners;
 - f. Such additional information as the HUB Program Coordinator or designee may require.
2. When another governmental entity has an equivalent HUB classification process the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.
3. The HUB Program Coordinator may review the status of HUBs proposing to perform work on City projects to assure compliance with these regulations.

5. Recertification Requirements

A HUB qualified business shall demonstrate to the satisfaction of the Finance Department – HUB Program annually that the following qualifications as a HUB business are still in effect

- a. That the business still meets the conditions set forth in the definition in Section I.C.1.g., and
- b. That the business demonstrates that the owner and/or designated employees annually complete at least 15 hours of continuing business education training in a program approved by the Finance Department – HUB Program, and
- c. That the business has maintained all necessary licenses in the intervening period.

6. Desired Outcome and Measures of the HUB Program

Desired Outcome	Performance Measures
Increase contracting opportunities for small local businesses.	HUB participation rate of total City contract dollars on an annual basis.
	The aggregate dollar value of contracts awarded to certified HUBs.
Long-term stability/viability of Historically Under-utilized Businesses.	Number of new HUBs certified.
	Number of certified HUBs who meet recertification requirements.
	Number of HUB mentor/protégé agreements approved
	Rate of HUBs successfully graduating out of the program in three to five years.
Increase employment opportunities for minorities and women.	Percentage of minorities and women employed by contractors and subcontractors awarded City contracts versus employment goals.

II. HUB SUBCONTRACTING REQUIREMENTS

A. BID EVALUATION

1. State Required Provision

To comply with these standards and be eligible for award of a City contract, bidders must sign an agreement containing the all applicable provisions required by federal and state law.

2. Award of Contract

A contract may be awarded to the Lowest and Best Responsible and Responsive Bidder who the City determines has complied with the requirements contained herein

3. Compliance with Employment Provisions

Compliance with the requirements to actively solicit employment of HUBs shall be determined in accordance with Sections III.A. and B. of these rules.

4. Compliance with Evidence Provisions

- In accordance with the requirement to provide evidence of compliance, the bidder must submit the following forms, completed and signed, as part of the bid:
 - HUB Utilization Form (Appendix I) must be submitted with bid to receive HUB credit.
 - Contractor's Pre-Work Form (Appendix II)
- It is the bidder's responsibility to ensure that all HUBs listed to be used on each project are listed as HUBs at the time of bid submission in accordance with the City of Tacoma's requirements. Businesses designated as HUBs by agencies other than those specifically listed herein will not be accepted without written approval of the HUB Program Coordinator,

5. Compliance with HUB Requirement

A bidder's compliance with the requirement to provide subcontracting to HUBs and to consider such bids on the basis of substantially equal proposals shall be evaluated by the City as follows:

- The low bidder who meets the City's participation goal, for HUBs, shall be presumed to have met the requirement.
- Otherwise the bidder who has the lowest evaluated bid based on the formula set forth below:

$$(\text{Base Bid}) - \left[\frac{\text{HUB Usage}}{\text{HUB Goal}} \times (.05 \times \text{Low Base Bid}) \right] = \text{Evaluated Bid}$$

shall be presumed to have met the requirement and may be recommended for award.

NOTE: The ratio of HUB usage to the HUB goal in this formula above shall not exceed 1.

- c. Following bid opening, goals may be waived and/or lowered in accordance with procedures set forth in Section IV.A.4.

6. Compliance

Compliance with the requirements of these rules and regulations shall be evidenced by written approval of the Finance Department – HUB Program to the Board of Contracts and Awards.

B. RULES FOR CALCULATING HUB PARTICIPATION

1. HUB Bid Evaluation

Bidders who obtain HUB subcontracting will receive up to a 5 percent weighted reduction of their evaluated bid for purposes of determining the Lowest and Best Responsible and Responsive Bidder. Contractors who do not contract with HUB subcontractors will not receive a reduction to their Evaluated Bid.

2. HUBs Solicitation

- a. The requirements of these regulations are applicable to all bidders whether or not they are themselves HUBs.
- b. HUB prime contractors shall be allowed 100 percent credit for the HUB participation goal if they are self-performing 100 percent of the work. HUB prime contractors that are self-performing less than 100 percent of the work shall be allowed up to 50 percent of the required HUB participation goal.

3. Business Relationship Between HUB and Prime Contractor

Any business relationship, including, but not limited to, negotiated subcontracts or competitive bid subcontracts, between the prime contractor and a HUB may be utilized in calculating participation if:

- a. the bidder submits, as part of the bid, full information regarding such business relationship, including:
 - (1) The HUB involved;
 - (3) The dollar value of the project to the HUB;
 - (5) Additional information requested by the Finance Department – HUB Program.
- b. On the basis of examining said information, the Finance Department – HUB Program determines that a bona fide HUB is performing a commercially useful function on the project.

4. Mentoring Credits

- a. A bidder may seek to comply with the requirement for HUB participation by entering into a mentor/protégé agreement with a HUB business certified by the City of Tacoma. A bidder with an approved mentor/protégé agreement with a HUB business shall be awarded a credit of up to 50 percent of the HUB participation goal. Only one approved mentor/protégé agreement may be used for purposes of the participation credit.
- b. The mentor/protégé agreement must be provided to the Finance Department – HUB Program and approved for mentoring credits to be permitted. A mentor/protégé agreement shall at the minimum, provide assistance to the protégé as follows:
 - (1) Assistance with general business management;
 - (2) Assistance with financial administration;
 - (3) Assistance with insurance and bonding;
 - (4) Assistance with other issues as identified by the mentor and protégé such as procurement of professional services or educational courses/seminars.
 - (5) Provide for graduation of protégés after five years maximum mentoring;
- c. A mentoring credit, once earned on a specific bid, shall not be revoked because the protégé either cancels the agreement or ceases business. However, mentoring credits may be revoked if currently active mentoring is not on-going as determined by an annual review of the Finance Department – HUB Program.

C. COUNTING HUB PARTICIPATION TOWARD MEETING GOALS

1. Commercially Useful Function

HUB participation shall be counted toward meeting goals only if such businesses will perform a commercially useful function under the contract, as defined in Section I.C.2.d. The HUB subcontractor shall perform with their own organization not less than 51 percent of the commercially relevant work committed to be performed under the terms of their contract, or the HUB shall be presumed not to be performing a commercially useful function.

2. Conduits

In circumstances where the HUB is a conduit performing no commercially useful function, no credit shall be counted toward HUB participation.

3. Brokers

Where the HUB is a broker, 10 percent of the dollar amount of the contract with the HUB shall be counted toward HUB participation.

4. Material-Supplier

Where the HUB is a material-supplier of the supplies or materials furnished, 20 percent of the dollar amount of the contract with the HUB shall be counted toward HUB participation.

5. Manufacturer

Where the HUB is a manufacturer of the materials furnished, 100 percent of the dollar amount of the contract with the HUB shall be counted toward HUB participation.

6. Manufacturer's Sales Representatives

Contracts with manufacturer's sales representatives may not be counted toward the HUB goals required by these specifications.

D. HUB CLASSIFICATION REQUIRED

1. To be considered in determining the percentage of HUB participation a business must be certified by the City as HUB at the time of bid submittal.

E. QUALITY ASSURANCE - POST-AWARD COMPLIANCE PROVISIONS

1. **Failure to Meet Commitments.** Unless substitution shall have been permitted under Section 2 below, during the term of the contract, bidders must utilize HUBs at the level identified in the bid. Any failure to meet this commitment shall be considered a material breach of contract, and may result in penalty action pursuant to Section IV.A.6 below.
2. **Substitutions**
 - a. Any substitutions for or failure to utilize HUBs projected to be used must be approved in advance by the Finance Department – HUB Program. Substitution of one HUB with another shall be allowed where there has been a refusal to execute necessary agreements by the original HUB, a default on agreements previously made or other reasonable excuse, providing that the substitution does not increase the dollar amount of the bid.
 - b. Where it is shown that no other HUB is available as a substitute and that failure to secure participation by the HUB projected in the bid is through no fault of the bidder, substitution with a non-HUB shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
 - c. If the HUB Program Coordinator determines that the contractor has not actively pursued the use of HUB replacement firms, this will be considered a failure to meet commitments under Section 3 below.
3. **Contract Change Orders**
 - a. Whenever contract supplements, amendments, or change orders are made, which increase the total dollar value of the original, the contractor shall, where feasible, increase the HUB participation accordingly to reflect the HUB participation goals.
 - b. If HUB work is diminished or deleted by change order, other work of equivalent value shall be substituted by the contractor, where feasible. The substitution will not result in an increase in the project cost to the City. New work shall be to the same HUB or another certified HUB, if the original contractor cannot perform the substituted work.

- c. Quantity underruns and overruns, caused by the City, of a bid item subcontracted to a HUB shall be accepted by the Finance Department – HUB Program without adjustment of the bid item work.

4. Compliance Monitoring

- a. The Finance Department – HUB Program shall monitor compliance with all aspects of HUB requirements in these subcontracting regulations during the term of the contract and may require such reports or other information reasonably necessary to determine compliance.
- b. The contractor shall bring to the attention of the City any situation in which regularly scheduled progress payments are not made to all subcontractors in a timely manner.
- c. The contractor shall submit the form titled “*Affidavit of Amounts Paid to All Subcontractors*” on each project as requested and provided by the City, showing the total dollar amounts paid to all subcontractors throughout project completion.
- d. If the Finance Department – HUB Program determines that there has been a failure to comply with any of the requirements set forth in these regulations, enforcement action may be initiated pursuant to Section IV.A.6. below.

IV. ADMINISTRATIVE PROCEDURES

A. POWERS AND DUTIES

1. General

The City shall be responsible for obtaining compliance with City Code Chapter 10.26 and the regulations adopted pursuant to the code with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Finance Department – HUB Program to seek compliance with the objectives of this ordinance by conference, conciliation, mediation, persuasion, or enforcement action.

2. Investigations

The City may investigate the employment practices of contractors, to determine whether or not the contractual provisions specified in City Code Chapter 10.26 have been violated. Such investigation shall be conducted in accordance with the procedures established by the Tacoma City Code Section 10.26.120. When the contract at issue involves State or Federal funds, the investigation shall be referred to the appropriate State or Federal authorities.

3. Pre-bid Conference

Where the City estimates a contract will cost \$50,000 or more and where subcontracting possibilities are in excess of \$10,000, the Finance Department – HUB Program may request the City’s Call for Bids include a pre-bid conference to invite attendance by all interested prospective bidders.

4. Administrative Determinations

- a. Any requirement in these regulations for the City to determine the “reasonableness” of a contractor’s action, the “feasibility” of a requirement, any exception or exemption from these rules, any approval by the Finance Department – HUB Program. Any waiver provision or any like determination related to program administration prior to bid opening shall be made as follows:
 - (1) The HUB Program Coordinator and the City’s project manager of the department responsible for issuing the contract will reach a mutual determination, if possible.
 - (2) If a mutual determination cannot be reached, the department responsible for issuing the contract, or the Finance Department – HUB Program, may seek a joint review by the Director the department responsible for issuing the contract, and the Finance Director.
- b. Any unresolved determination of the applicability of these rules or a request for exception, exemption or waiver which will have a material effect on the award of the bid shall be determined by the City Manager for general government bids, and by the Director of Utilities for bids funded by the Department of Public Utilities. The request for such a determination must be made within seven business days following bid opening; provided, however, if burdensome circumstances exist, upon written request, this deadline may be extended.

- c. Any request for waiver of goals made pursuant to Sections I.D.3. or II.A.5.c. of these regulations shall be based on a finding that the established goals are rendered impractical due to the existence of one or more of the following circumstances as herein defined:
 - (1) Emergency: goods, services, or work must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein.
 - (2) Economic burden or risk: compliance would impose an unwarranted economic burden or risk on the City.
 - (3) Sole source: the goods, services, or work is readily available from only one source, and subcontracting possibilities do not reasonably exist.
 - (4) Government purchasing: the City is a party to or included in a federal, state or local government purchasing agreement.
 - (5) Lack of HUBs: insufficient number of qualified HUB contractors exist to create subcontracting opportunities.
 - (6) Best interests of the City: the waiver is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing.

5. Enforcement Actions

- a. Any violation of these regulations by a contractor or subcontractor, which cannot be resolved by the HUB Program Coordinator under Section IV.A. above, may be the subject of penalty action under Section IV.A.6 below.
- b. When the Finance Department – HUB Program determines that action under Section IV.A.6. is appropriate, the recommendation shall be forwarded to the City Manager or Director of Utilities or their designees, as appropriate.

6. Penalties

The City Manager or Director of Utilities or their designees, upon receipt of a determination of violation from the Finance Department – HUB Program, may penalize the prime contractor for failure to comply with these rules and regulations by any of the following actions, singly or together, as appropriate:

- a. Forfeiture of the performance bond;
- b. Publishing the names of contractors in noncompliance;
- c. Recommending appropriate action by the Finance Department – HUB Program of the City of Tacoma;
- d. Canceling, terminating, or suspending any contract or portion thereof for failure to comply with nondiscrimination provisions of the contract or unexcused failure to meet participation commitments;
- e. Withholding of funds; and
- f. Disqualifying the contractor from eligibility for future awards by the City for a period not to exceed two years.

7. Continuation in Non-Compliance Cases

When non-compliance has occurred, the Finance Department – HUB Program Coordinator and project manager may allow continuation of the contract upon the contractors development of an acceptable plan for compliance.

B. REVIEW PROCESS

Any action by the City, its officers, and/or employees taken under the authority of this chapter may be reviewed in the manner provided in TMC 1.06.272 D, or as that ordinance may subsequently be amended for review of the debarment of contractors.

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Revised 6/2005

HUB SPECIAL REMINDER **TO ALL BIDDERS**

Equal Opportunity and Historically Under-Utilized Business forms and appendices must be fully and accurately completed and returned at the time of the submission of bids. Failure to do so may result in the proposal being considered non-responsive. These forms are necessary to determine if the bidder complies with Chapter 10.26 of the City of Tacoma Municipal Code and State Law.

The following steps shall be used to determine the level of HUB Usage:

- a. The low bidder who meets the City's participation goal, for HUBs, shall be presumed to have met the requirement.**
- b. Otherwise the bidder who has the lowest evaluated bid based on the formula set forth below:**

$$\text{(Base Bid)} - \left[\frac{\text{HUB Usage}}{\text{HUB Goal}} \times (.05 \times \text{Low Base Bid}) \right] = \text{Evaluated Bid}$$

shall be presumed to have met the requirement and may be recommended for award.

NOTE: The ratio of HUB usage to the HUB goal in this formula above shall not exceed 1.

For the purposes of determining the Evaluated Bid all alternates, additives and deductives selected by the City will be added to your base bid as indicated in the proposal.

Contractors are also subject to the City's ordinances and regulations pertaining to having an affirmative action program and prohibiting discrimination. If needed, please contact the HUB and LEAP Office at (253) 591-5828 or (253) 591-5825 for assistance. The list of HUB subcontractors is available at: www.cityoftacoma.org/45hub.

HUB GOAL UTILIZATION FORM

HISTORICALLY UNDER-UTILIZED REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation forms contained in the bid submittal package:

City of Tacoma – HUB Utilization Form (Not required with Single Trade Bids)
City of Tacoma – Prime Contractor’s Pre-Work Form

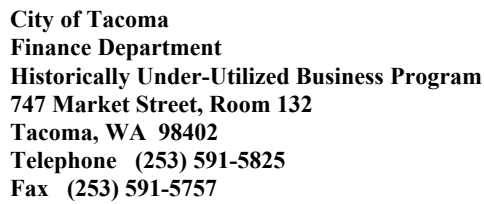
IMPORTANT NOTE:

It is the bidder’s responsibility to insure that the HUB subcontractor(s) listed on the HUB Utilization Form are currently certified by the City of Tacoma at the time of bid opening. This may be verified by contacting the HUB Program Office at (253) 591-5825, or (253) 591-5828 between 8 AM and 5 PM, Monday through Friday. This form must have clear expression of HUB participation your company will use on this project. Ordinance 27369, passed by the City Council on June 21, 2005, establishes the minimum HUB goal of 22%, except where modified through appropriate procedures. Please refer to the City of Tacoma HUB Provisions included elsewhere in these Special Provisions.

HUB GOAL: This project involves only one category of work exterior/interior high cleaning, no reasonable opportunity for subcontracting exists. Therefore in accordance with Section D.1.c., a HUB submitting the Lowest Responsible Bid for a Single Trade Contract shall be deemed the Lowest Responsible Bidder, if such bid is not more than five percent greater than the Lowest Bid submitted by any bidder that is not a HUB.

For any questions or concerns, please call the HUB Program Coordinator at (253) 591-5828.

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE HUB UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 27369.



Company Name

Address/City/State/Zip Code

CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

Signature of Responsible Officer

CTAA 005
Rev. 12/03/01
All other issues are obsolete

APPENDICES

BID PROPOSAL SHEET

Bid Bond

Performance Bond

Contract

Non-Collusion Affidavit

Insurance Requirements

Prevailing Wage Information for Pierce County

CITY OF TACOMA * BID PROPOSAL SHEET * SPECIFICATION NO. PF09-0385F

Please provide a cost for the line items below. Also provide a potential percentage increase/decrease for possible future contract renewals. **Bidders are not required to bid all line items.**

	No. of times annually	Total Cost	Year 2	Year 3	Year 4	Year 5
ITEM 1						
Contract Set-Up Costs (if any)	One time Cost	\$ _____				
ITEM 2						
Clean interior glass	Twice a year	\$ _____				
ITEM 3						
Clean exterior glass	Twice a year	\$ _____				
ITEM 4						
Clean exterior metal siding	Twice a year	\$ _____				
ITEM 5						
Clean metal screens	Twice a year	\$ _____				
ITEM 6						
Clean TPO roof	Once a year	\$ _____				
	Sales Tax @ 9.3	\$ _____				
	TOTAL AMOUNT	\$ _____				

All services to be provided for the GTCTC will be in accordance with the requirements listed in this RFB.

All employees under this contract will be paid according to Washington State Prevailing Wage Rate Requirements
The GTCTC reserves the right to increase or decrease this requirement.

Line items may be awarded separately, by group or not be awarded.

Prompt Payment Discount ____% ____ day's net 30. Payment discount periods of twenty (20) calendar days or more will be considered in determining lowest responsible bid.

Rigging fixtures to be used: _____

The undersigned states that he or she is authorized to submit a bid on behalf of the corporation, partnership, or sole proprietorship listed below, and further states that the corporation, partnership, or sole proprietorship is bound by the above offer.

Firm: _____

Address: _____ City/State/Zip: _____

Telephone Number: _____ Date: _____

Fax Number: _____ E-Mail: _____

Printed Signature: _____ Title: _____

Signature: _____

Acknowledgment of Addenda, if applicable:

No. 1 _____ (initial) No. 2 _____ (initial) No. 3 _____ (initial) No. 4 _____ (initial)

Herewith find deposit in the form of a cashier's check in the amount of \$_____ which amount is not less than 5-percent of the total bid.

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of _____ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

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

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

PRINCIPAL:

SURETY:

Received return of deposit in the sum of \$ _____



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.

Bond No.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____
as principal, and _____
a corporation organized and existing under the laws of the State of _____,
as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of
contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF
TACOMA in the penal sum of \$ _____, for the payment of
which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives,
as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of
the City of Tacoma.

Dated at Tacoma, Washington, this _____ day of _____, 20____.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the
said City has or is about to enter with the above bounden principal, a certain contract, providing for

Specification No.: _____

Specification Title: _____

Contract No: _____

(which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, or is about to accept, the said contract, and undertake to
perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____
shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or
within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics,
subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions
and supplies for the carrying on of said work, and shall indemnify and hold the City of Tacoma harmless from any
damage or expense by reason of failure of performance as specified in said contract or from defects appearing or
developing in the material or workmanship provided or performed under said contract after its acceptance thereof
by the City of Tacoma, then and in that event this obligation shall be void; but otherwise it shall be and remain in
full force and effect.

Approved:

Principal:

City Manager / Director of Utilities/CEO

By: _____

Finance Director

Surety:

Approved as to form:

By: _____

City Attorney

Agent's Name: _____

Agent's Address: _____

CONTRACT

Resolution No.
Contract No.

THIS AGREEMENT made and entered into in triplicate by and between the City of Tacoma, a Municipal Corporation hereinafter called the "City", and _____ herein after called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with and as described herein and in the attached plans and specifications and the General Specifications of the City of Tacoma, which are by this reference incorporated herein and made a part hereof, and shall perform any alteration in or additions to the work provided under this contract and every part thereof.

Specification No: _____

Project: _____

Contract Total: \$ _____ , _____

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Tacoma.

- II. The Contractor acknowledges, and by signing this Agreement agrees, that the Indemnification provisions set forth in the General Provisions, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Agreement and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- IV. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.
- V. The Contractor agrees to accept as full payment hereunder the amounts specified in the Proposal, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified in said Advertisement, Information for Bidders, Instructions to Bidders, Specifications, Plans, and Proposal.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, with an effective date for bonding purposes of _____ day of _____, 20____.

CITY OF TACOMA:

PRINCIPAL:

By: _____
City Manager / Director of Utilities/CEO

By: _____
Signature

By: _____
Director of Finance

Printed Name

APPROVED AS TO FORM AND LEGALITY:

By: _____
City Attorney

Title

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

NON-COLLUSION AFFIDAVIT

_____ being first
(NAME)
duly sworn, under oath says that as _____
(TITLE)
of _____,
(FIRM)
the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest
or on behalf of any person not therein named; and further says that the said bidder has not
directly or indirectly induced or solicited any bidder on the above work or supplies to put in
a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has
not in any manner sought by collusion to secure an advantage over any other bidder or bidders.

SIGN HERE _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the State of _____
residing at _____.



INSURANCE CERTIFICATE REQUIREMENTS

Please furnish the Purchasing Office with a Certificate of Insurance with the following liability limits based on the contract amount:

CONTRACT AMOUNT

\$ 25,000 and Under
\$500,000 and Under
Over \$500,000

LIABILITY LIMITS

\$ 500,000 Combined Single Limit
\$1,000,000 Per Occurrence / \$2,000,000 Aggregate
\$5,000,000 Total Coverage

- A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include:
1. Comprehensive General Liability
 2. Automobile Liability - Hired and Non-Owned
 3. Contractual Coverage
 4. Broad Form Property Damage
 5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work)
 6. Any additional coverage specifically required by the City's specification
- B. The following general requirements apply:
1. Insurance carrier must be authorized to do business in the State of Washington.
 2. Coverage must include personal injury, protective and employer liability.
 3. Contractor must provide with the certificate evidence of the amount of any deductible or self-insured retention under the policy.
 4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance on file with the City throughout the contract.
 5. Contractor's insurance must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.
- C. The following statements are required on the Certificate of Insurance:
1. *"The City of Tacoma is named as an additional insured" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).*
 2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).*
 3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. See example below.*

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The below listed certificated holder is added as an additional insured as respects any and all work performed with the City (or as respects project _____). This insurance is primary over any insurance or self-insurance the City may have for any and all work performed with the City (or as respects project _____).

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER : _____

CANCELLATION

CITY OF TACOMA
PO BOX 11007
TACOMA WA 98411-0007

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will ~~endeavor to~~ mail 30 days written notice to the certificate holder named to the left, ~~but failure to do so shall impose no obligation or liability of any kind upon the company, its agents or representatives.~~

RECORD OF PRIOR CONTRACTS

NAME _____ ADDRESS _____

Type of Work _____ **Specification No.** _____

[illegible]

Remarks:

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.

PIERCE COUNTY EFFECTIVE 03-04-2009

Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$38.12	1H	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$53.37	1C	5N	
BRICK AND MARBLE MASONS				
JOURNEY LEVEL	\$45.05	1M	5A	
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$24.76	1		
CARPENTERS				
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	
PILEDIVERS, 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	
CEMENT MASONS				
JOURNEY LEVEL	\$46.81	1M	5D	
DIVERS & TENDERS				
DIVER	\$96.81	1M	5D	8A
DIVER ON STANDBY	\$54.19	1M	5D	
DIVER TENDER	\$49.84	1M	5D	
DREDGE WORKERS				
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
DRYWALL TAPERS				
JOURNEY LEVEL	\$46.34	1E	5P	
ELECTRICAL FIXTURE MAINTENANCE WORKERS				
JOURNEY LEVEL	\$17.76	1		

PIERCE COUNTY
EFFECTIVE 03-04-2009

Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
ELECTRICIANS - INSIDE				
CABLE SPLICER	\$54.64	1G	5C	
JOURNEY LEVEL	\$50.99	1G	5C	
LEAD COVERED CABLE SPLICER	\$58.25	1G	5C	
WELDER	\$54.64	1G	5C	
ELECTRICIANS - MOTOR SHOP				
CRAFTSMAN	\$15.37	2A	6C	
JOURNEY LEVEL	\$14.69	2A	6C	
ELECTRICIANS - POWERLINE CONSTRUCTION				
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	
ELECTRONIC TECHNICIANS				
ELECTRONIC TECHNICIANS JOURNEY LEVEL	\$32.39	1		
ELEVATOR CONSTRUCTORS				
MECHANIC	\$64.81	4A	6Q	
MECHANIC IN CHARGE	\$70.60	4A	6Q	
FABRICATED PRECAST CONCRETE PRODUCTS				
ALL CLASSIFICATIONS	\$9.28	1		
FENCE ERECTORS				
FENCE ERECTOR	\$16.57	1		
FLAGGERS				
JOURNEY LEVEL	\$32.47	1H	5D	
GLAZIERS				
JOURNEY LEVEL	\$45.25	1Y	5G	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	\$48.28	1S	5J	
HEATING EQUIPMENT MECHANICS				
MECHANIC	\$18.45	1		
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL	\$39.31	1H	5D	
INDUSTRIAL ENGINE AND MACHINE MECHANICS				
MECHANIC	\$15.65	1		
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		

PIERCE COUNTY

EFFECTIVE 03-04-2009

Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
HEAD OPERATOR	\$12.78	1		
TECHNICIAN	\$8.55	1		
TV TRUCK OPERATOR	\$10.53	1		
INSULATION APPLICATORS				
JOURNEY LEVEL	\$20.08	1		
IRONWORKERS				
JOURNEY LEVEL	\$51.01	1O	5A	
LABORERS				
ASPHALT RAKER	\$38.83	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	\$38.83	1H	5D	
GRINDERS	\$38.12	1H	5D	
GROUT MACHINE TENDER	\$38.12	1H	5D	
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	

PIERCE COUNTY
EFFECTIVE 03-04-2009

Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
HIGH SCALER	\$39.31	1H	5D	
HOD CARRIER/MORTARMAN	\$38.83	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	
LABORERS - UNDERGROUND SEWER & WATER				
GENERAL LABORER	\$38.12	1H	5D	
PIPE LAYER	\$38.83	1H	5D	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	\$17.07	1		

PIERCE COUNTY

EFFECTIVE 03-04-2009

(See Benefit Code Key)				
Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$14.55	1		
LANDSCAPING OR PLANTING LABORERS	\$17.07	1		
LATHERS				
JOURNEY LEVEL	\$46.42	1M	5D	
METAL FABRICATION (IN SHOP)				
FITTER	\$15.25	1		
LABORER	\$10.32	1		
MACHINE OPERATOR	\$13.98	1		
WELDER	\$13.98	1		
PAINTERS				
JOURNEY LEVEL	\$34.87	2B	5A	
PLASTERERS				
JOURNEY LEVEL	\$44.83	1R	5B	
PLAYGROUND & PARK EQUIPMENT INSTALLERS				
JOURNEY LEVEL	\$9.73	1		
PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	\$54.07	1G	5A	
POWER EQUIPMENT OPERATORS				
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 3 YD & UNDER 6 YD)	\$47.91	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
BACKHOES, (75 HP & UNDER)	\$47.00	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
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	\$48.29	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

PIERCE COUNTY

EFFECTIVE 03-04-2009

Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
CRANES, A-FRAME, OVER 10 TON	\$47.00	1T	5D	8P
CRANES, OVER 300 TONS, OR 300' OF BOOM INCLUDING JIB WITH ATTACHMENTS	\$48.29	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
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
PILEDRIVER (OTHER THAN CRANE MOUNT)	\$47.42	1T	5D	8P
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

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Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
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	\$47.42	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
POWER EQUIPMENT OPERATORS- UNDERGROUND SEWER & WATER				
(SEE POWER EQUIPMENT OPERATORS)				
POWER LINE CLEARANCE TREE TRIMMERS				
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	
REFRIGERATION & AIR CONDITIONING MECHANICS				
MECHANIC	\$53.36	1G	5A	
RESIDENTIAL BRICK & MARBLE MASONS				
JOURNEY LEVEL	\$22.67	1		
RESIDENTIAL CARPENTERS				
JOURNEY LEVEL	\$20.25	1		
RESIDENTIAL CEMENT MASONS				
JOURNEY LEVEL	\$46.81	1M	5D	
RESIDENTIAL DRYWALL TAPERS				
JOURNEY LEVEL	\$46.34	1E	5P	
RESIDENTIAL ELECTRICIANS				
JOURNEY LEVEL	\$18.96	1		
RESIDENTIAL GLAZIERS				
JOURNEY LEVEL	\$33.29	1H	5G	
RESIDENTIAL INSULATION APPLICATORS				
JOURNEY LEVEL	\$18.70	1		
RESIDENTIAL LABORERS				
JOURNEY LEVEL	\$13.83	1		
RESIDENTIAL PAINTERS				
JOURNEY LEVEL	\$12.00	1		
RESIDENTIAL PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	\$25.61	1		
RESIDENTIAL REFRIGERATION & AIR CONDITIONING MECHANICS				
JOURNEY LEVEL	\$30.96	1G	5A	

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Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
RESIDENTIAL SHEET METAL WORKERS				
JOURNEY LEVEL (FIELD OR SHOP)	\$34.14	1I	6L	
RESIDENTIAL SOFT FLOOR LAYERS				
JOURNEY LEVEL	\$36.95	1B	5A	
RESIDENTIAL SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$32.56	2R	5C	
RESIDENTIAL TERRAZZO/TILE FINISHERS				
JOURNEY LEVEL	\$30.26	1		
ROOFERS				
JOURNEY LEVEL	\$37.54	2O	5A	
USING IRRITABLE BITUMINOUS MATERIALS	\$40.54	2O	5A	
SHEET METAL WORKERS				
JOURNEY LEVEL (FIELD OR SHOP)	\$55.27	1E	6L	
SHIPBUILDING & SHIP REPAIR				
BOILERMAKER	\$32.56	1H	6W	
CARPENTER	\$31.89	1B	6E	
ELECTRICIAN	\$31.89	1B	6E	
HEAT & FROST INSULATOR	\$48.28	1S	5J	
LABORER	\$19.10	1		
MACHINIST	\$31.89	1B	6E	
OPERATOR	\$31.89	1B	6E	
PAINTER	\$30.68	1R	6A	
PIPEFITTER	\$31.89	1B	6E	
RIGGER	\$15.77	1		
SANDBLASTER	\$30.68	1R	6A	
SHEET METAL	\$35.83	1J	6L	
SHIPFITTER	\$31.89	1B	6E	
TRUCKER	\$15.75	1		
WAREHOUSE	\$13.75	1B	6X	
WELDER/BURNER	\$31.89	1B	6E	
SIGN MAKERS & INSTALLERS (ELECTRICAL)				
SIGN INSTALLER	\$26.17	1		
SIGN MAKER	\$20.33	1		
SIGN MAKERS & INSTALLERS (NON-ELECTRICAL)				
SIGN INSTALLER	\$33.43	1		
SIGN MAKER	\$22.79	1		
SOFT FLOOR LAYERS				
JOURNEY LEVEL	\$36.95	1B	5A	
SOLAR CONTROLS FOR WINDOWS				
JOURNEY LEVEL	\$10.31	1B	5O	
SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$59.74	1X	5C	
STAGE RIGGING MECHANICS (NON STRUCTURAL)				
JOURNEY LEVEL	\$13.23	1		
SURVEYORS				
CHAIN PERSON	\$9.35	1		
INSTRUMENT PERSON	\$11.40	1		
PARTY CHIEF	\$13.40	1		
TELECOMMUNICATION TECHNICIANS				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	\$28.29	1		
TELEPHONE LINE CONSTRUCTION - OUTSIDE				
CABLE SPLICER	\$31.46	2B	5A	

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Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
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	
TERRAZZO WORKERS & TILE SETTERS				
JOURNEY LEVEL	\$43.61	1M	5A	
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	\$37.44	1B	5A	
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	\$37.90	1K	5A	
TRUCK DRIVERS				
ASPHALT MIX	\$22.49	1		
DUMP TRUCK	\$22.56	1		
DUMP TRUCK & TRAILER	\$22.56	1		
OTHER TRUCKS	\$30.20	1		
TRANSIT MIXER	\$28.65	2H	6I	
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	\$16.09	1		
OILER	\$15.39	1		
WELL DRILLER	\$18.30	1		

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Stage of Progression & Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL				
ENVIRONMENTAL CONTROL PAINTERS				
1 0000-1000 HOURS 50.00%	\$20.29	1H	5D	
2 1001-2000 HOURS 60.00%	\$23.26	1H	5D	
3 2001-3000 HOURS 75.00%	\$29.96	1H	5D	
4 3001-4000 HOURS 90.00%	\$34.85	1H	5D	
1 0000-1000 HOURS 60.00%	\$26.26	1H	5D	
2 1001-2000 HOURS 70.00%	\$29.22	1H	5D	
3 2001-3000 HOURS 80.00%	\$32.19	1H	5D	
4 3001-4000 HOURS 90.00%	\$35.15	1H	5D	
BOILERMAKERS				
JOURNEY LEVEL				
1 0000-1000 HOURS 70.00%	\$43.26	1C	5N	
2 1001-2000 HOURS 75.00%	\$44.95	1C	5N	
3 2001-3000 HOURS 80.00%	\$46.63	1C	5N	
4 3001-4000 HOURS 85.00%	\$48.32	1C	5N	
5 4001-5000 HOURS 90.00%	\$50.00	1C	5N	
6 5001-6000 HOURS 95.00%	\$51.69	1C	5N	
BRICK AND MARBLE MASONS				
JOURNEY LEVEL				
1 0000-0750 HOURS 50.00%	\$27.12	1M	5A	
2 0750-2250 HOURS 55.00%	\$28.78	1M	5A	
3 2550-3000 HOURS 60.00%	\$30.44	1M	5A	
4 3000-3750 HOURS 70.00%	\$33.75	1M	5A	
5 3750-4500 HOURS 80.00%	\$37.07	1M	5A	
6 4500-5250 HOURS 90.00%	\$40.38	1M	5A	
7 5250-6000 HOURS 95.00%	\$42.04	1M	5A	
CARPENTERS				
CARPENTER				
1 0000-1000 HOURS 60.00%	\$28.07	1M	5D	
2 1001-2000 HOURS 65.00%	\$34.05	1M	5D	
3 2001-3000 HOURS 70.00%	\$35.78	1M	5D	
4 3001-4000 HOURS 75.00%	\$37.51	1M	5D	
5 4001-5000 HOURS 80.00%	\$39.24	1M	5D	
6 5001-6000 HOURS 85.00%	\$40.97	1M	5D	
7 6001-7000 HOURS 90.00%	\$42.70	1M	5D	
8 7001-8000 HOURS 95.00%	\$44.43	1M	5D	
DRYWALL APPLICATOR				
DRYWALL, METAL STUD, AND CEILING APPLICATORS				
1 0000-0700 HOURS 50.00%	\$24.75	1M	5D	
2 0701-1400 HOURS 60.00%	\$32.48	1M	5D	
3 1401-2100 HOURS 68.00%	\$35.27	1M	5D	
4 2101-2800 HOURS 76.00%	\$38.06	1M	5D	
5 2801-3500 HOURS 84.00%	\$40.84	1M	5D	

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Stage of Progression & Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
6 3501-4200 HOURS 92.00%	\$43.63	1M	5D	
ACOUSTICAL WORKER				
1 0000-1000 HOURS 50.00%	\$24.70	1M	5D	
2 0701-1400 HOURS 60.00%	\$32.42	1M	5D	
3 1401-2100 HOURS 68.00%	\$35.20	1M	5D	
4 2101-2800 HOURS 76.00%	\$37.98	1M	5D	
5 2801-3500 HOURS 84.00%	\$40.76	1M	5D	
6 3501-4200 HOURS 92.00%	\$43.54	1M	5D	
MILLWRIGHT AND MACHINE ERECTORS				
1 1st Period 60.00%	\$28.67	1M	5D	
2 2nd Period 65.00%	\$34.70	1M	5D	
3 3rd Period 70.00%	\$36.48	1M	5D	
4 4th Period 75.00%	\$38.26	1M	5D	
5 5th Period 80.00%	\$40.04	1M	5D	
6 6th Period 85.00%	\$41.82	1M	5D	
7 7th Period 90.00%	\$43.60	1M	5D	
8 8th Period 95.00%	\$45.38	1M	5D	
PILEDRIERS, DRIVING, PULLING, PLACING COLLARS AND WELDING				
1 1st Period 60.00%	\$28.19	1M	5D	
2 2nd Period 65.00%	\$34.18	1M	5D	
3 3rd Period 70.00%	\$35.92	1M	5D	
4 4th Period 75.00%	\$37.66	1M	5D	
5 5th Period 80.00%	\$39.40	1M	5D	
6 6th Period 85.00%	\$41.14	1M	5D	
7 7th Period 90.00%	\$42.88	1M	5D	
8 8th Period 95.00%	\$44.62	1M	5D	
BRIDGE, DOCK AND WARF CARPENTERS				
1 1st Period 60.00%	\$28.07	1M	5D	
2 2nd Period 65.00%	\$34.05	1M	5D	
3 3rd Period 70.00%	\$35.78	1M	5D	
4 4th Period 75.00%	\$37.51	1M	5D	
5 5th Period 80.00%	\$39.24	1M	5D	
6 6th Period 85.00%	\$40.97	1M	5D	
7 7th Period 90.00%	\$42.70	1M	5D	
8 8th Period 95.00%	\$44.43	1M	5D	
CEMENT MASONS				
JOURNEY LEVEL				
1 0000-1000 HOURS 50.00%	\$29.47	1M	5D	
2 1001-2000 HOURS 60.00%	\$32.94	1M	5D	
3 2001-3000 HOURS 70.00%	\$36.41	1M	5D	
4 3001-4000 HOURS 80.00%	\$39.87	1M	5D	
5 4001-5000 HOURS 90.00%	\$43.34	1M	5D	
6 5001-6000 HOURS 95.00%	\$45.08	1M	5D	
DRYWALL TAPERS				

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<i>JOURNEY LEVEL</i>				
1 0000-1000 HOURS 50.00%	\$13.89	1E	5P	
2 1001-2000 HOURS 55.00%	\$31.67	1E	5P	
3 2001-3000 HOURS 65.00%	\$34.93	1E	5P	
4 3001-4000 HOURS 75.00%	\$38.19	1E	5P	
5 4001-5000 HOURS 85.00%	\$41.45	1E	5P	
6 5001-6000 HOURS 90.00%	\$43.08	1E	5P	
<i>ELECTRICIANS - INSIDE</i>				
<i>JOURNEY LEVEL</i>				
1 0000-1000 HOURS 40.00%	\$21.06	1G	5C	
2 1001-2000 HOURS 45.00%	\$22.88	1G	5C	
3 2001-3500 HOURS 55.00%	\$30.99	1G	5C	
4 3501-5000 HOURS 65.00%	\$35.44	1G	5C	
5 5001-6500 HOURS 75.00%	\$39.88	1G	5C	
6 6501-8000 HOURS 85.00%	\$44.33	1G	5C	
7 7th Period 90.00%	\$46.56	1G	5C	
<i>ELECTRICIANS - POWERLINE CONSTRUCTION</i>				
<i>JOURNEY LEVEL LINEPERSON</i>				
1 0000-1000 HOURS 60.00%	\$33.91	4A	5A	
2 1001-2000 HOURS 63.00%	\$35.18	4A	5A	
3 2001-3000 HOURS 67.00%	\$36.88	4A	5A	
4 3001-4000 HOURS 72.00%	\$38.98	4A	5A	
5 4001-5000 HOURS 78.00%	\$41.51	4A	5A	
6 5001-6000 HOURS 86.00%	\$44.89	4A	5A	
7 6001-7000 HOURS 90.00%	\$46.59	4A	5A	
<i>POLE SPRAYER</i>				
1 0000-1000 HOURS 85.70%	\$44.76	4A	5A	
2 1001-2000 HOURS 89.80%	\$46.49	4A	5A	
3 2001-3000 HOURS 92.80%	\$47.76	4A	5A	
<i>ELEVATOR CONSTRUCTORS</i>				
<i>MECHANIC</i>				
1 0000-1000 HOURS 50.00%	\$21.46	4A	6Q	
2 1001-1700 HOURS 55.00%	\$43.49	4A	6Q	
3 1701-3400 HOURS 65.00%	\$48.03	4A	6Q	
4 3401-5100 HOURS 70.00%	\$50.91	4A	6Q	
5 5101-6800 HOURS 80.00%	\$55.55	4A	6Q	
<i>ELECTRONIC TECHNICIANS</i>				
<i>ELECTRONIC TECHNICIANS JOURNEY LEVEL</i>				
1 0000-0800 HOURS 55.00%	\$17.81	1		
2 0801-1600 HOURS 60.00%	\$19.43	1		
3 1601-2400 HOURS 65.00%	\$21.05	1		
4 2401-3200 HOURS 70.00%	\$22.67	1		
5 3201-4000 HOURS 80.00%	\$25.91	1		
6 4001-4800 HOURS 85.00%	\$27.53	1		

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Stage of Progression & Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
TELECOMMUNICATION TECHNICIANS				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL				
1 0000-0800 HOURS 55.00%	\$15.56	1		
2 0801-1600 HOURS 60.00%	\$16.97	1		
3 1601-2400 HOURS 65.00%	\$18.39	1		
4 2401-3200 HOURS 70.00%	\$19.80	1		
5 3201-4000 HOURS 80.00%	\$22.63	1		
6 4001-4800 HOURS 85.00%	\$24.05	1		
GLAZIERS				
JOURNEY LEVEL				
1 0000-1000 HOURS 50.00%	\$25.15	1Y	5G	
2 1001-2000 HOURS 55.00%	\$27.16	1Y	5G	
3 2001-3000 HOURS 60.00%	\$29.17	1Y	5G	
4 3001-4000 HOURS 65.00%	\$31.18	1Y	5G	
5 4001-5000 HOURS 70.00%	\$33.19	1Y	5G	
6 5001-6000 HOURS 75.00%	\$35.20	1Y	5G	
7 6001-7000 HOURS 80.00%	\$37.21	1Y	5G	
8 7001-8000 HOURS 90.00%	\$41.23	1Y	5G	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC				
1 0000-2000 HOURS 45.00%	\$28.92	1S	5J	
2 2001-4000 HOURS 55.00%	\$32.31	1S	5J	
3 4001-6000 HOURS 65.00%	\$35.70	1S	5J	
4 6001-8000 HOURS 75.00%	\$39.10	1S	5J	
5 8001-10000 HOURS 85.00%	\$42.49	1S	5J	
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL				
1 0000-1000 HOURS 60.00%	\$26.26	1H	5D	
2 1001-2000 HOURS 70.00%	\$29.22	1H	5D	
3 2001-3000 HOURS 80.00%	\$32.19	1H	5D	
4 3001-4000 HOURS 90.00%	\$35.15	1H	5D	
INSULATION APPLICATORS				
JOURNEY LEVEL				
1 0000-1000 HOURS 50.00%	\$10.04	1		
2 1001-2000 HOURS 60.00%	\$12.05	1		
3 2001-3000 HOURS 75.00%	\$15.06	1		
4 3001-4000 HOURS 90.00%	\$18.07	1		
IRONWORKERS				
JOURNEY LEVEL				
1 0000-0750 HOURS 65.00%	\$8.55	1O	5A	
2 0751-1500 HOURS 70.00%	\$30.24	1O	5A	
3 1501-2250 HOURS 75.00%	\$42.41	1O	5A	
4 2251-3000 HOURS 80.00%	\$44.13	1O	5A	
5 3001-3750 HOURS 90.00%	\$47.57	1O	5A	

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Stage of Progression & Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
6 3751-4500 HOURS 90.00%	\$47.57	1O	5A	
7 4501-5250 HOURS 95.00%	\$49.29	1O	5A	
8 5251-6000 HOURS 95.00%	\$49.29	1O	5A	
LABORERS				
GENERAL LABORER				
1 0000-1000 HOURS 60.00%	\$26.26	1H	5D	
2 1001-2000 HOURS 70.00%	\$29.22	1H	5D	
3 2001-3000 HOURS 80.00%	\$32.19	1H	5D	
4 3001-4000 HOURS 90.00%	\$35.15	1H	5D	
LABORERS - UNDERGROUND SEWER & WATER				
GENERAL LABORER				
1 0000-1000 HOURS 60.00%	\$26.26	1H	5D	
2 1001-2000 HOURS 70.00%	\$29.22	1H	5D	
3 2001-3000 HOURS 80.00%	\$32.19	1H	5D	
4 3001-4000 HOURS 90.00%	\$35.15	1H	5D	
LATHERS				
JOURNEY LEVEL				
1 0000-0700 HOURS 50.00%	\$24.75	1M	5D	
2 0701-1400 HOURS 60.00%	\$32.48	1M	5D	
3 1401-2100 HOURS 68.00%	\$35.27	1M	5D	
4 2101-2800 HOURS 76.00%	\$38.06	1M	5D	
5 2801-3500 HOURS 84.00%	\$40.84	1M	5D	
6 3501-4200 HOURS 92.00%	\$43.63	1M	5D	
PAINTERS				
JOURNEY LEVEL				
1 0000-0750 HOURS 52.00%	\$20.35	2B	5A	
2 0751-1500 HOURS 56.00%	\$21.44	2B	5A	
3 1501-2250 HOURS 60.00%	\$22.54	2B	5A	
4 2251-3000 HOURS 64.00%	\$24.52	2B	5A	
5 3001-3750 HOURS 68.00%	\$25.66	2B	5A	
6 3751-4500 HOURS 72.00%	\$26.82	2B	5A	
PLASTERERS				
JOURNEY LEVEL				
1 0000-1000 HOURS 40.00%	\$24.08	1R	5B	
2 1001-2000 HOURS 50.00%	\$30.13	1R	5B	
3 2001-3000 HOURS 60.00%	\$33.07	1R	5B	
4 3001-4000 HOURS 70.00%	\$36.01	1R	5B	
5 4001-5000 HOURS 80.00%	\$38.95	1R	5B	
6 5001-6000 HOURS 90.00%	\$41.89	1R	5B	
7 6001-7000 HOURS 95.00%	\$43.36	1R	5B	
PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL				
1 0000-1000 HOURS 50.00%	\$27.84	1G	5A	
2 1001-2000 HOURS 55.00%	\$29.74	1G	5A	

**PREVAILING WAGE RATES
FOR
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3/4/2009**

Stage of Progression & Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
3 2001-3000 HOURS 60.00%	\$36.00	1G	5A	
4 3001-4000 HOURS 65.00%	\$38.26	1G	5A	
5 4001-5000 HOURS 70.00%	\$40.52	1G	5A	
6 5001-6000 HOURS 75.00%	\$42.78	1G	5A	
7 6001-7000 HOURS 80.00%	\$45.03	1G	5A	
8 7001-8000 HOURS 85.00%	\$47.29	1G	5A	
9 8001-9000 HOURS 90.00%	\$49.55	1G	5A	
10 9001-10000 HOURS 90.00%	\$49.55	1G	5A	
POWER EQUIPMENT OPERATORS				
BACKHOES, (75 HP & UNDER)				
ALL EQUIPMENT				
1 0000-1000 HOURS 65.00%	\$35.43	1T	5D	8P
2 1001-2000 HOURS 70.00%	\$37.09	1T	5D	8P
3 2001-3000 HOURS 75.00%	\$38.74	1T	5D	8P
4 3001-4000 HOURS 80.00%	\$40.39	1T	5D	8P
5 4001-5000 HOURS 90.00%	\$43.70	1T	5D	8P
6 5001-6000 HOURS 95.00%	\$45.35	1T	5D	8P
POWER EQUIPMENT OPERATORS- UNDERGROUND SEWER & WATER				
(SEE POWER EQUIPMENT OPERATORS)				
1 0000-1000 HOURS 65.00%	\$35.43			
2 1001-2000 HOURS 70.00%	\$37.09			
3 2001-3000 HOURS 75.00%	\$38.74			
4 3001-4000 HOURS 80.00%	\$40.39			
5 4001-5000 HOURS 90.00%	\$43.70			
6 5001-6000 HOURS 95.00%	\$45.35			
POWER LINE CLEARANCE TREE TRIMMERS				
TREE TRIMMER				
1 0000-1000 HOURS 75.00%	\$27.82	4A	5A	
2 1001-2000 HOURS 80.00%	\$29.14	4A	5A	
3 2001-3000 HOURS 85.00%	\$30.44	4A	5A	
4 3001-4000 HOURS 90.00%	\$31.50	4A	5A	
REFRIGERATION & AIR CONDITIONING MECHANICS				
MECHANIC				
1 0000-1000 HOURS 50.00%	\$27.17	1G	5A	
2 1001-2000 HOURS 55.00%	\$29.03	1G	5A	
3 2001-3000 HOURS 60.00%	\$35.43	1G	5A	
4 3001-4000 HOURS 65.00%	\$37.67	1G	5A	
5 4001-5000 HOURS 70.00%	\$39.91	1G	5A	
6 5001-6000 HOURS 75.00%	\$42.16	1G	5A	
7 6001-7000 HOURS 80.00%	\$44.40	1G	5A	
8 7001-8000 HOURS 85.00%	\$46.64	1G	5A	
9 8001-9000 HOURS 90.00%	\$48.88	1G	5A	
10 9001-10000 HOURS 90.00%	\$48.88	1G	5A	
RESIDENTIAL CARPENTERS				

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JOURNEY LEVEL				
1 1st Period 60.00%	\$12.15	1		
2 2nd Period 65.00%	\$13.16	1		
3 3rd Period 70.00%	\$14.18	1		
4 4th Period 75.00%	\$15.19	1		
5 5th Period 80.00%	\$16.20	1		
6 6th Period 85.00%	\$17.21	1		
7 7th Period 90.00%	\$18.23	1		
8 8th Period 95.00%	\$19.24	1		
RESIDENTIAL ELECTRICIANS				
JOURNEY LEVEL				
1 0000-1000 HOURS 40.00%	\$8.55	1		
2 1001-2000 HOURS 55.00%	\$10.43	1		
3 2001-3000 HOURS 70.00%	\$13.27	1		
4 3001-4000 HOURS 85.00%	\$16.12	1		
RESIDENTIAL GLAZIERS				
JOURNEY LEVEL				
1 0000-1000 HOURS 55.00%	\$20.54	1H	5G	
2 1001-2000 HOURS 60.00%	\$21.95	1H	5G	
3 2001-3000 HOURS 65.00%	\$23.37	1H	5G	
4 3001-4000 HOURS 70.00%	\$24.79	1H	5G	
5 4001-5000 HOURS 80.00%	\$27.62	1H	5G	
6 5001-6000 HOURS 90.00%	\$30.46	1H	5G	
RESIDENTIAL PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL				
1 1st Period 50.00%	\$12.81	1		
2 2nd Period 55.00%	\$14.09	1		
3 3rd Period 60.00%	\$15.37	1		
4 4th Period 70.00%	\$17.93	1		
5 5th Period 80.00%	\$20.49	1		
6 6th Period 90.00%	\$23.05	1		
RESIDENTIAL SHEET METAL WORKERS				
JOURNEY LEVEL (FIELD OR SHOP)				
1 0000-0900 HOURS 55.00%	\$17.44	1I	6L	
2 0901-1800 HOURS 60.00%	\$18.36	1I	6L	
3 1801-2700 HOURS 65.00%	\$19.70	1I	6L	
4 2701-3600 HOURS 70.00%	\$20.63	1I	6L	
5 3601-4500 HOURS 75.00%	\$21.80	1I	6L	
6 4501-5400 HOURS 80.00%	\$22.72	1I	6L	
ROOFERS				
JOURNEY LEVEL				
1 0000-1100 HOURS 60.00%	\$22.75	2O	5A	
2 1101-2100 HOURS 67.00%	\$24.69	2O	5A	
3 2101-2800 HOURS 74.00%	\$26.63	2O	5A	

**PREVAILING WAGE RATES
FOR
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3/4/2009**

Stage of Progression & Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
4 2801-3500 HOURS 81.00%	\$32.27	2O	5A	
5 3501-4200 HOURS 88.00%	\$34.21	2O	5A	
6 4201-4900 HOURS 95.00%	\$36.15	2O	5A	
SHEET METAL WORKERS				
JOURNEY LEVEL (FIELD OR SHOP)				
1 0000-2000 HOURS 45.00%	\$23.63	1E	6L	
2 2001-3000 HOURS 50.00%	\$34.27	1E	6L	
3 3001-4000 HOURS 55.00%	\$36.24	1E	6L	
4 4001-5000 HOURS 60.00%	\$38.22	1E	6L	
5 5001-6000 HOURS 65.00%	\$40.20	1E	6L	
6 6001-7000 HOURS 70.00%	\$42.16	1E	6L	
7 7001-8000 HOURS 75.00%	\$44.14	1E	6L	
8 8001-9000 HOURS 80.00%	\$46.11	1E	6L	
9 9001-10000 HOURS 85.00%	\$47.99	1E	6L	
SOFT FLOOR LAYERS				
JOURNEY LEVEL				
1 0000-0750 HOURS 45.00%	\$8.55	1B	5A	
2 0751-1500 HOURS 50.00%	\$21.35	1B	5A	
3 1501-2250 HOURS 60.00%	\$24.47	1B	5A	
4 2251-3000 HOURS 70.00%	\$27.59	1B	5A	
5 3001-3750 HOURS 80.00%	\$30.71	1B	5A	
6 3751-4500 HOURS 85.00%	\$32.27	1B	5A	
7 4501-5250 HOURS 90.00%	\$33.83	1B	5A	
8 5251-6000 HOURS 95.00%	\$8.55	1B	5A	
SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL				
1 1st Period 40.00%	\$25.09	1X	5C	
2 2nd Period 42.00%	\$25.93	1X	5C	
3 3rd Period 44.00%	\$27.29	1X	5C	
4 4th Period 47.00%	\$28.55	1X	5C	
5 5th Period 52.00%	\$34.21	1X	5C	
6 6th Period 57.00%	\$36.33	1X	5C	
7 7th Period 62.00%	\$38.69	1X	5C	
8 8th Period 65.00%	\$39.96	1X	5C	
9 9th Period 75.00%	\$44.68	1X	5C	
10 10th Period 80.00%	\$46.76	1X	5C	
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER				
1 0000-1000 HOURS 50.00%	\$25.38	1B	5A	
2 1001-2500 HOURS 55.00%	\$26.91	1B	5A	
3 2501-3500 HOURS 60.00%	\$28.42	1B	5A	
4 3501-4500 HOURS 70.00%	\$31.50	1B	5A	
TERRAZZO WORKERS & TILE SETTERS				

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Stage of Progression & Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<i>JOURNEY LEVEL</i>				
1 0000-1000 HOURS 50.00%	\$26.03	1M	5A	
2 1001-2500 HOURS 55.00%	\$27.62	1M	5A	
3 2501-3500 HOURS 60.00%	\$29.21	1M	5A	
4 3501-4500 HOURS 70.00%	\$32.40	1M	5A	
5 4501-5500 HOURS 80.00%	\$35.59	1M	5A	
6 5501-6250 HOURS 90.00%	\$38.77	1M	5A	
7 6251-7000 HOURS 95.00%	\$40.37	1M	5A	
<i>TRAFFIC CONTROL STRIPERS</i>				
<i>JOURNEY LEVEL</i>				
1 0000-0500 HOURS 60.00%	\$15.90	1K	5A	
2 0501-1000 HOURS 60.00%	\$21.22	1K	5A	
3 1001-2333 HOURS 60.00%	\$24.95	1K	5A	
4 2334-4666 HOURS 73.00%	\$29.16	1K	5A	
5 4667-7000 HOURS 88.00%	\$34.01	1K	5A	
<i>TRUCK DRIVERS</i>				
<i>DUMP TRUCK</i>				
<i>ALL TRUCKS</i>				
1 0000-0700 HOURS 70.00%	\$15.79	1		
2 0701-1400 HOURS 80.00%	\$18.05	1		
3 1401-2100 HOURS 90.00%	\$20.30	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 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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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 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 SATURDAYS, 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.
- 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).

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- 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.
- 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).

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- 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.
- 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.