# HIGHLINE WATER DISTRICT KING COUNTY, WASHINGTON

### **RESOLUTION 18-11-21A**

RESOLUTION AUTHORIZING MAINTENANCE CONTRACT #18-50-34 WITH AA ASPHALTING, LLC FOR SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK

**WHEREAS**, each year the District sends out requests for proposals for asphalt and contract patching repair work.

WHEREAS, the District sent Requests for Proposals on 11/01/18 to contractors from the Municipal Research Services Center Small Works Roster (MRSC Rosters - Roadway Construction, Repair & Maintenance — Asphalt Pavement Renewal). The District received five (5) responsive bids. The responsible bidder with the lowest responsive bid as defined in RCW 39.04.350 is AA Asphalting, LLC (Attachment 1 - Bid Tabulation incorporated herein by this reference).

### NOW THEREFORE BE IT RESOLVED:

- 1. The Board of Commissioners authorizes Small Site Asphalt and Concrete Patching Maintenance Contract #18-50-34 with AA Asphalting, LLC for a not-to-exceed amount of \$100,000.00 plus Washington State Sales Tax, to perform asphalt and concrete repairs at different locations throughout the District.
- 2. The Board of Commissioners authorizes the General Manager or Designee to enter into Maintenance Contract #18-50-34 with AA Asphalting, LLC, (Attachment 2), incorporated herein by this reference.

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held this **21st** day of **November 2018.** 

Daniel Johnson, President

Todd Fultz, Commissioner

George Landon, Commissioner

BOARD OF COMMISSIONERS

Kathleen Quong-Vermeire, Secretary

Vince Koester, Commissioner

# **ATTACHMENT 1**

HIGHLINE WATER DISTRICT BID TABULATION - NOVEMBER 15, 2018 - 12:00 PM SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK MP2018-25/ CONTRACT #18-50-34

					AA ASPHA	AA ASPHALTING, LLC	ASPHALT PATCH SYSTEMS, INC.	PATCH S, INC.	SUPERIOR	SUPERIOR ASPHALT MAINTENANCE, INC.	TRANSBLUE LLC	INETIC	NPM CONS	NPM CONSTRUCTION CO
ID ITEM	BID ITEM/UNIT DESCRIPTION	7	EST BID QUANTITY	UNIT BID	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
-	2" - 3" ASPHALT	(0-60 Sq. Pt.)	H	SI	\$ 1,500.00	00'005'T \$	\$ 1,400.00	\$ 1,400.00	\$ 2,250.00	\$ 2,250.00	\$ 1,000.00	\$ 1,000.00	\$ 4,710.00	\$ 4,710.00
2	2" - 3" ASPHALT	(Over 60 Sq. Ft.)	2,000	SF	\$ 2.50	\$ 5,000.00	\$ 4.00	\$ 8,000.00	\$ 6.75	\$ 13,500.00	\$ 7.98	\$ 15,966.33	\$ 16.50	\$ 33,000,00
m	4" - 5" ASPHALT	(0-40 Sq. Ft.)	п	S	\$ 1,500.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00	\$ 2,250.00	\$ 2,250.00	\$ 1,000.00	1,000.00	\$ 4,710.00	\$ 4,710.00
4	4" - 5" ASPHALT	(Over 40 Sq. Ft.)	1,000	ኤ	\$ 4.50	4,500.00	\$ 6.00	\$ 6,000.00	\$ 12.00	\$ 12,000.00	\$ 15.97	\$ 15,966.33	\$ 24.20	\$ 24,200.00
2	6" - 8" ASPHALT	(0-30 Sq. Ft.)	1	S	\$ 1,500.00	\$ 1,500.00	\$ 1,400.00	1,400.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 4,710.00	\$ 4,710.00
9	6" - 8" ASPHALT	(Over 30 Sq. Pt.)	750	ӄ	\$ 5.00	\$ 3,750.00	00'.2 \$	\$ 5,250.00	\$ 20,50	\$ 15,375,00	\$ 23.95	\$ 17,962.13	\$ 36.15	\$ 27,112.50
7	ADD'L 2" ASPHALT INCREMENTAL THICKNESS	(Greater than 8")	200	₽	\$ 1.50	\$ 750.00	\$ 2.00	\$ 1,000.00	\$ 7.75	\$ 3,875.00	\$ 11.97	\$ 5,987.38	\$ 6.00	\$ 3,000.00
∞	4" - CONCRETE	(0-30 Sq. Ft.)	1	SI	\$ 1,500.00	1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 4,900.00	\$ 4,900.00
6	4° - CONCRETE	(Over 30 Sq. Pt.)	200	ӄ	\$ 5.00	\$ 2,500.00	\$ 8.00	\$ 4,000.00	\$ 25.00	\$ 12,500.00	\$ 25.90	\$ 12,950.60	\$ 20.00	\$ 10,000.00
ឧ	6" - CONCRETE	(0-30 Sq. Ft.)	1	SI	\$ 1,500.00	1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,195.44	\$ 1,195.44	\$ 5,200.00	\$ 5,200.00
  ∓	6° - CONCRETE	(Over 30 Sq. Ft.)	200	55	\$ 20.00	\$ 10,000.00	\$ 8.00	\$ 4,000.00	\$ 40.00	\$ 20,000.00	\$ 39.85	\$ 19,924.00	\$ 24.00	\$ 12,000.00
17	CONCRETE CURB & GUTTER	(0-10 LF)	l-	SJ	\$ 1,500,00	\$ 1,500.00 \$	1,700.00	\$ 1,700.00	\$ 2,500.00	\$ 2,500.00 \$	1,000.00	\$ 1,000,00	\$ 4,700.00	\$ 4,700.00
13	CONCRETE CURB & GUTTER	(Over 10 LF)	100	J.	\$ 35.00	\$ 3,500.00	\$ 20.00	\$ 2,000.00	\$ 80.00	\$ 8,000.00	\$ 34.87	\$ 3,486.70	\$ 90.00	00'000'6 \$
4	EXTRUDED CONCRETE CURB	(0-25 LF)	1	I.S	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00
12	EXTRUDED CONCRETE CURB	(Over 25 LF)	150	Ţ,	\$ 6.00	00'006 \$	\$ 10.00	\$ 1,500.00	\$ 34.50	\$ 5,175.00	\$ 29.89	\$ 4,482.90	\$ 45.00	\$ 6,750.00
92	THICKENED EDGE ASPHALT		100	'n	\$ 1.50	\$ 150.00	\$ 3.00	\$ 300.00	\$ 20.00	\$ 2,000.00	\$ 10.00	\$ 1,000.00	\$ 23.00	\$ 2,300.00
17	SAW CUT ASPHALT	(0-50 LF)	п	LS	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00	\$ 950.00	\$ 950.00	\$ 1,120.73	\$ 1,120.73	\$ 1,500.00	\$ 1,500.00
18	SAW CUT ASPHALT	(Over 50 LF)	200	'n	\$ 1.00	\$ 200.00	\$ 2.00	1,000.00	\$ 10.00	\$ 2,000.00 \$	\$ 22.41 \$	\$ 11,207.25	\$ 9.00	\$ 4,500.00
				ĺ				ĺ						

Ub-Total         \$117,249,79         Sub-Total         \$165,292           Yes         Yes         Yes	
ib-Total	
Ves	
Sub-Total \$44,150.00 S	
Sub-Total <b>\$ 42,390,00</b>	
QUANTITIES ARE ESTRUATED FOR BIDDING PURPOSES ONLY APPARENT LOW FIDDER CORRECTED AMOUNT  Are you able to meet the District's Insurance Requirements?  Are you able to provide a performance bond in the amount of \$100,000?	

Sub-Total \$ 42,300,00 Sub-Total \$44,150,00 Sub-Total \$114,875,00 Sub-Total \$117,249,79 Sub-Total \$165,292.50

# MAINTENANCE AGREEMENT SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK MP2018-25 / CONTRACT #18-50-34

**THIS AGREEMENT** is entered into between **HIGHLINE WATER DISTRICT**, King County, Washington, a municipal corporation and special purpose district organized and existing under the laws of the State of Washington (hereafter referred to as "the District"), and AA ASPHALTING, LLC (hereafter referred to as "the Contractor") in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. <u>Project.</u> The Contractor shall do all work and furnish all tools, materials, equipment and incidentals for the District's maintenance work known as:

### SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK

("Project") in accordance with and as described in the following documents and the Scope of Work/Proposal Form (**Exhibit A**).

- 2. <u>District Agreement.</u> The District employs the Contractor to provide the materials and to do and cause to be done the Project work described above and to complete and finish the repair work according to the terms and conditions of this Agreement, and agrees to pay for the work at the time, in the manner and upon the conditions provided for in this Agreement.
- 3. <u>Contractor Agreement.</u> The Contractor agrees to fully perform the work upon all terms and conditions as contained in this Agreement. 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 project provided for in this Agreement.
- 4. <u>Completion Deadline/Liquidated Damages.</u> The individual projects must commence within ten (10) calendar days of the provision of the <u>Patch List (Notice to Proceed)</u>. The patch list is to be completed within thirty (30) calendar days, subject only to a delay due to weather conditions. If the work is not completed within that time period, because of difficulty in computing the actual damages to the District arising from any delay in completing this agreement, it is determined in advance and agreed by the parties that the Contractor shall pay the District the amount of \$ 100.00 per calendar day that the work remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages which the District will suffer by failure of the Contractor to complete the work within the agreed time period. The execution of this agreement shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the District will actually suffer damages in the above amount for each day during which the completion of the work is avoidably delayed beyond the agreed completion date.
- 5. <u>Contractor Guarantee.</u> The Contractor shall guarantee the materials and work for a period of two years after completion of this Agreement.
- 6. <u>Project Cost.</u> The amount of the project cost is <u>not-to-exceed</u> **\$100,000.00**, plus Washington State sales tax.
- 7. Payment Terms. The District shall pay the Contractor on the following terms: Incremental payments, plus Washington State Sales tax to be paid from a contractor invoice (which must be approved by the District's Engineering/Operations Manager or designated Supervisor). Per RCW 60.28.11(1)(a) public improvement contracts must provide, and public bodies must reserve, a contract retainage not to exceed five percent of the moneys earned by the contractor as a trust fund for the protection and payment of: (i) The claims of any person arising under the contract; and

Contract\_18-50-34 Page 1 of 5

# MAINTENANCE AGREEMENT SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK MP2018-25 / CONTRACT #18-50-34

- (ii) the state with respect to taxes, increases, and penalties imposed pursuant to Titles 50, 51, and 82 RCW which may be due from such contractor.
- 8. Prevailing Wages. The Contractor shall pay prevailing wages as indicated on **Appendix A1** and shall comply with RCW 39.12 and RCW 49.28. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the work must be posted for the benefit of workers. At the conclusion of each patch list, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Agreement shall be withheld until certification by the director has been received by the District that the prevailing wage requirements of the law have been satisfied. The Contractor hereby certifies that it has not been cited for two violations within the last five (5) years, and is thus prohibited from bidding on public works projects. The Contractor further assures the District that it will use no subcontractor who is thus prohibited.

Effective July 23, 2017, before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement (**Appendix A2**) that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (Reference <u>RCW 39.04.350</u>).

9. Bond.

### RCW 39.08.010 (effective 7/23/17)

(3) On contracts of one hundred fifty thousand dollars or less, at the option of the contractor or the general contractor/construction manager as defined in RCW 39.10.210, the respective public entity may, in lieu of the bond, retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.

	Contractor Authorization:	
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### OR

- (4) For contracts of one hundred fifty thousand dollars or less, the public entity may accept a full payment and performance bond from an individual surety or sureties (**Appendix B**).
- (5) The surety must agree to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.
- .0. <u>Standard Specifications</u>. The standard specifications for this project will be the latest edition of the "Standard Specifications for Road, Bridge, and Municipal Construction" as prepared by WSDOT and APWA. The performance of this Agreement and all work, materials and testing shall conform to the "Water District Developer Extension Special Provisions & Standard Details", which are expressly incorporated in this Agreement by this reference except as supplemented or modified. A copy of the Standard Specifications is available at the District's website <u>www.highlinewater.org</u>. The Contractor is encouraged to review these documents to ensure the knowledge and understanding of their terms and conditions and/or to obtain a copy from the District. The Standard Specifications are modified for this contract by the special provisions and supplemental specifications as follows:

### MEASUREMENT AND PAYMENT SHALL BE MADE AS DESCRIBED IN EXHIBIT A

Contract 18-50-34 Page 2 of 5

# MAINTENANCE AGREEMENT SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK MP2018-25 / CONTRACT #18-50-34

11. <u>Indemnification and Hold Harmless.</u> The Contractor shall indemnify, defend and save the District and its commissioners, manager, employees and engineers harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Agreement, or caused in whole or in part by reason of the presence of the Contractor, a subcontractor or their property, employees or agents during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the sole negligence of the District with regard to activities within the Contractor's scope of work.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

In an arbitration or lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the District, its officers, agents, employees and volunteers, the Contractor shall pay the same.

### 12. Insurance.

- a. The Contractor shall obtain and keep in force during the term of this Agreement Commercial General Liability and Automobile Liability insurance policies with insurance companies which have an A.M. Best's rating of A VII or better, and which are approved by the Washington Insurance Commissioner pursuant to RCW 48.
- b. The Contractor shall file with the District a certified copy of all policies or a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements. The Contractor's Department of Labor & Industries' account number shall be noted on the certificate of insurance. Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract.
- In addition, the Contractor shall have its insurance agent/representative complete the District's Insurance Coverage Questionnaire and attach it to the certificate of insurance for District's approval (Appendix C).
- d. The Contractor shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by the District. The insurance shall provide coverage for the Contractor, his subcontractors and the District.

Contract\_18-50-34 Page 3 of 5

# MAINTENANCE AGREEMENT SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK MP2018-25 / CONTRACT #18-50-34

- e. The insurance policies shall specifically name the District, its elected or appointed officials, officers, employees and volunteers as insureds with regard to damages and defense of claims arising from: (I) activities performed by or on behalf of the Contractor; or (ii) products and completed operations of the Contractor; or (iii) premises owned, leased or used by the Contractor. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of the Agreement.
- f. The coverage provided by the Contractor's insurance policies is to be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District. Any insurance that might cover this Agreement which is maintained by the District shall be in excess of the Contractor's insurance and shall not contribute with the Contractor's insurance.
- g. The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.
- h. Types and Limits of Insurance Requires:

### **COMMERCIAL GENERAL LIABILITY**

- \$2,000,000 per occurrence liability (including extended bodily injury)
- \$2,000,000 annual aggregate
- District Employees, Elected and Appointed Officials and Volunteers as Additional Insured(s).
- Workmen's Compensation L1 employees of Contractor and Subcontractors are to be insured under Washington State Industrial Insurance. Contractor shall also be required to carry Stop Gap Liability Insurance for \$500,000 each occurrence, each accident.
- Employers Liability (Stop-gap)

### **AUTOMOBILE LIABILITY**

- \$2,000,000 per accident bodily injury and property damage liability, including:
- Any owned, hired or non-owner automobile.
- The Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of District employees or the engineer's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide safe access for the District and its inspectors to adequately inspect the quality of work and the conformance with project specifications.

Contract\_18-50-34 Page 4 of 5

### MAINTENANCE AGREEMENT SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK MP2018-25 / CONTRACT #18-50-34

- Trench Safety Systems. All trenches shall be provided with adequate safety systems as required by RCW 49.17.
- <u>Termination</u>. The District may, at its sole option and at any time, terminate its retention of the Contractor under this Agreement upon giving the Contractor ten (10) days written notice of termination. Upon termination by the District pursuant to this paragraph, the District shall have no obligation to the Contractor under this Agreement other than to pay the Contractor for services performed prior to the date the notice of termination was given; provided, however, that nothing in this paragraph shall operate or be construed as a waiver by the District of any claims against the Contractor arising from such work or of any right of set-off.

### 15. Dispute Resolution.

- Mediation. If any dispute, controversy or claim arises out of or relates to this Agreement, the parties agree first to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate for at least four hours in the mediation. The parties shall bear equally all expenses, exclusive of attorneys' fees associated with the mediation.
- <u>Litigation</u>. Thereafter, any dispute, controversy, or claim not resolved by mediation shall be resolved by litigation in King County Superior Court. The laws of the State of Washington shall govern this Contract.
- 16. Effective Date. The effective date of this Agreement shall be the date that the Agreement is signed by an authorized representative of the District.
- Authority. The individuals who sign this Agreement on behalf of the respective party represent and 17. warrant they have the full power and authority and are authorized by the party to do so.

# **HIGHLINE WATER DISTRICT**

## AA ASPHALTING, LLC

	("District" or "Owner")		("Contractor")
Ву:	Matt Everett, General Manager	By:	Marty Diklich, CEO
Date:		Date:	
Address:	23828 30th Ave S Kent, WA 98032	Address:	14720 Puyallup St E Sumner, WA 98390
Phone:	(206) 824-0375	Phone:	(253) 939-0214
Fax:	(206) 824-0806	Fax:	(253) 863-5402
		Washingto	n State General Contractor's License No.

Contract\_18-50-34 Page 5 of 5

# SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK - MP2018-25/CONTRACT #18-50-34



Company Name: AA Asphalting, LLC

Proposal Submitted By: Karla Swoveland

Date: November 15, 2018

		SCOP	E OF WOR	K/PROP	SCOPE OF WORK/PROPOSAL FORM		
BED TEM	BID ITEM/UNIT DESCRIPTION	N	EST BID QTY	UNIT	PER UNIT COST (Hand Write In Words)	BID A	BID AMOUNT
н	2" - 3" ASPHALT	(0-60 Sq. Ft.)	1	ST	One thousand five hundred dollars and zero cents	•	1,500.00
7	2" - 3" ASPHALT	(Over 60 Sq. Ft.)	2,000	SF	Two dollars and fifty cents	<b>∽</b>	5,000.00
m	4" - 5" ASPHALT	(0-40 Sq. Ft.)	1	<b>S</b> 7	One thousand five hundred dollars and zero cents	₩.	1,500.00
4	4" - 5" ASPHALT	(Over 40 Sq. Ft.)	1,000	SF	Four dollars and fifty cents	\$	4,500.00
ıs	6" - 8" ASPHALT	(0-30 Sq. Ft.)	1	SI	One thousand five hundred dollars and zero cents	•	1,500.00
9	6" - 8" ASPHALT	(Over 30 Sq. Ft.)	750	SF	Five dollars and zero cents	\$	3,750.00
7	ADD'L 2" ASPHALT INCREMENTAL THICKNESS	(Greater than 8")	200	SF	One dollar and fifty cents	\$	750.00
•	4" - CONCRETE	(0-30 Sq. Ft.)	1	SI	One thousand five hundred dollars and zero cents	\$	1,500.00
6	4" - CONCRETE	(Over 30 Sq. Ft.)	200	SF	Five dollars and zero cents	\$	2,500.00
97	6" - CONCRETE	(0-30 Sq. Ft.)	1	57	One thousand five hundred dollars and zero cents	\$	1,500.00
11	6" - CONCRETE	(Over 30 Sq. Ft.)	200	SF	Twenty dollars and zero cents	*	10,000.00
17	CONCRETE CURB & GUTTER	(0-10 LF)	1	ST	One thousand five hundred dollars and zero cents	\$	1,500.00
13	CONCRETE CURB & GUTTER	(Over 10 LF)	100	<b>J</b> 7	Thirty five dollars and zero cents	•	3,500.00
14	EXTRUDED CONCRETE CURB	(0-25 LF)	1	<b>LS</b>	One thousand five hundred dollars and zero cents	*	1,500.00
15	EXTRUDED CONCRETE CURB	(Over 25 LF)	150	11	Six dollars and zero cents	*	900.00
16	THICKENED EDGE ASPHALT		100	H.	One dollar and fifty cents	\$	150.00
17	SAW CUT ASPHALT	(0-50 LF)	1	ST	Two hundred fifty dollars and zero cents	•	250.00
18	SAW CUT ASPHALT	(Over 50 LF)	200	<b>1</b> 1	One dollar and zero cents	**	500.00
	Note: SALES TAX WILL BE AL	DED TO INVOICE / 1	0% RETAINA	SE DEDUC	Note: SALES TAX WILL BE ADDED TO INVOICE / 10% RETAINAGE DEDUCTED FROM EACH INVOICE (Do not include sales tax in bid)		
					TOTAL BID AMOUNT=	<b>~</b>	42,300.00

Are you able to meet the District's insurance requirements as indicated in the agreement? Are you able to provide a performance bond in the amount of \$100,000?

Yes V No



### **Certification of Compliance with Wage Payment Statutes**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (11/01/18), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

AA Asphalting, LLC			
Bidder's Business Name			
Marty Diklich			
Signature of Authorized	Official*		
Marty Diklich			
Printed Name			
CEO			
Title			
November 15, 2018	Sumner	WA	
Date	City	State	
Check One:			
Sole Proprietorship	Partnership	Joint Venture	Corporation 🗸
State of Incorporation, o	r if not a corporation, Stat	e where business ent	ity was formed:
WA			
If a co-partnership, give	firm name under which bu	siness is transacted:	

<sup>\*</sup> If a corporation, proposal must be executed in the corporate name by the president or vicepresident (or any other corporate officer accompanied by evidence of authority to sign). If a copartnership, proposal must be executed by a partner.

### **APPENDIX A1**

# State of Washington Department of Labor & Industries

Prevailing Wage Section - Telephone 360-902-5335 PO Box 44540, Olympia, WA 98504-4540

### Washington State Prevailing Wage

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

### Journey Level Prevailing Wage Rates for the Effective Date: 11/15/2018

County	<u>Trade</u>	Job Classification	Wage	Holiday	Overtime	Note
King	Flaggers	Journey Level	\$41.45	<u>7A</u>	<u>31</u>	
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$48.90	<u>7A</u>	<u>3l</u>	
King	Laborers	Airtrac Drill Operator	\$50.42	<u>7A</u>	31	
King	Laborers	Ballast Regular Machine	\$48.90	<u>7A</u>	<u>31</u>	
King	Laborers	Batch Weighman	\$41.45	<u>7A</u>	<u>3l</u>	
King	Laborers	Brick Pavers	\$48.90	<u>7A</u>	<u>31</u>	
King	Laborers	Brush Cutter	\$48.90	<u>7A</u>	<u>31</u>	
King	Laborers	Brush Hog Feeder	\$48.90	<u>7A</u>	<u>31</u>	
King	<u>Laborers</u>	Burner	\$48.90	7 <u>A</u>	<u>31</u>	
King	Laborers	Caisson Worker	\$50.42	<u>7A</u>	<u>31</u>	
King	<u>Laborers</u>	Carpenter Tender	\$48.90	<u>7A</u>	<u>31</u>	
King	Laborers	Caulker	\$48.90	<u>7A</u>	<u>31</u>	
King	Laborers	Cement Dumper-paving	\$49.81	<u>7A</u>	<u>31</u>	
King	Laborers	Cement Finisher Tender	\$48.90	<u>7A</u>	<u>31</u>	
King	Laborers	Change House Or Dry Shack	\$48.90	<u>7A</u>	<u>31</u>	
King	Laborers	Chipping Gun (under 30 Lbs.)	\$48.90	<u>7A</u>	<u>31</u>	
King	Laborers	Chipping Gun(30 Lbs. And Over)	\$49.81	<u>7A</u>	<u>31</u>	
King	<u>Laborers</u>	Choker Setter	\$48.90	<u>7A</u>	<u>31</u>	
King	Laborers	Chuck Tender	\$48.90	<u>7A</u>	<u>31</u>	
King	Laborers	Clary Power Spreader	\$49.81	<u>7A</u>	<u>31</u>	
King	Laborers	Clean-up Laborer	\$48.90	<u>7A</u>	<u>31</u>	
King	Laborers	Concrete Dumper/chute Operator	\$49.81	<u>7A</u>	<u>31</u>	
King	Laborers	Concrete Form Stripper	\$48.90	<u>7A</u>	<u>31</u>	
King	Laborers	Concrete Placement Crew	\$49.81	<u>7A</u>	<u>31</u>	
King	Laborers	Concrete Saw Operator/core Driller	\$49.81	<u>7A</u>	<u>31</u>	
King	Laborers	Crusher Feeder	\$41.45	<u>7A</u>	<u>31</u>	
King	Laborers	Curing Laborer	\$48.90	<u>7A</u>	<u>31</u>	
King	<u>Laborers</u>	Demolition: Wrecking & Moving (incl. Charred Material)	\$48.90	<u>7A</u>	<u>31</u>	
King	<u>Laborers</u>	Ditch Digger	\$48.90	<u>7A</u>	<u>31</u>	
King	Laborers	Diver	\$50.42		<u>31</u>	
King	Laborers	Drill Operator (hydraulic, diamond)	\$49.81		<u>31</u>	
King	Laborers	Dry Stack Walls	\$48.90		<u>31</u>	
King	Laborers	Dump Person	\$48.90		<u>31</u>	
King	Laborers	Epoxy Technician	\$48.90		<u>31</u>	

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King	Laborers	Sloper (over 20")	\$49.81	<u>7A</u>	<u>31</u>	
King	Laborers	Sloper Sprayer	\$48.90	7A	31	
King	Laborers	Spreader (concrete)	\$49.81	7A	31	
King	Laborers	Stake Hopper	\$48.90	7A	31	
King	Laborers	Stock Piler	\$48.90	7A	31	
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$49.81	<u>7A</u>	<u>31</u>	
King	Laborers	Tamper (multiple & Self-propelled)	\$49.81	<u>7A</u>	<u>31</u>	
King	Laborers	Timber Person - Sewer (lagger, Shorer & Cribber)	\$49.81	<u>7A</u>	<u>31</u>	
King	Laborers	Toolroom Person (at Jobsite)	\$48.90	<u>7A</u>	<u>31</u>	
King	<u>Laborers</u>	Topper	\$48.90	<u>7A</u>	<u>31</u>	
King	Laborers	Track Laborer	\$48.90	<u>7A</u>	<u>31</u>	
King	<u>Laborers</u>	Track Liner (power)	\$49.81	<u>7A</u>	<u>31</u>	
King	<u>Laborers</u>	Traffic Control Laborer	\$44.33	<u>7A</u>	<u>31</u>	<u>8R</u>
King	Laborers	Traffic Control Supervisor	\$44.33	7A	31	8R
King	Laborers	Truck Spotter	\$48.90	<u>7A</u>	31	
King	Laborers	Tugger Operator	\$49.81	<u>7A</u>	<u>31</u>	
King	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$107.60	<u>7A</u>	31	<u>8Q</u>
King	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$112.63	<u>7A</u>	<u>31</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$116.31	<u>7A</u>	<u>31</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$122.01	<u>7A</u>	<u>3l</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$124.13	<u>7A</u>	<u>31</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$129.23	<u>7A</u>	<u>31</u>	<u>80</u>
King	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$131.13	<u>7A</u>	<u>1E</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$133.13	<u>7A</u>	<u>31</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$135.13	<u>7A</u>	<u>31</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Guage and Lock Tender	\$50.52	<u>7A</u>	<u>31</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Miner	\$50.52	ZA	<u>31</u>	<u>8Q</u>
King	Laborers	Vibrator	\$49.81	<u>7A</u>	<u>31</u>	
King	Laborers	Vinyl Seamer	\$48.90	<u>7A</u>	<u>31</u>	
King	Laborers	Watchman	\$37.67	<u>7A</u>	<u>31</u>	
King	Laborers	Welder	\$49.81	<u>7A</u>	<u>3l</u>	
King	<u>Laborers</u>	Well Point Laborer	\$49.81	<u>7A</u>	31	
King	Laborers	Window Washer/cleaner	\$37.67	<u>7A</u>	<u>31</u>	
King	Power Equipment Operators	Asphalt Plant Operators	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Assistant Engineer	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Barrier Machine (zipper)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Batch Plant Operator, Concrete	\$59.96	7 <u>A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Bobcat	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators		\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Brokk - Remote Demolition Equipment				
King	Power Equipment Operators	Brooms	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Bump Cutter	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cableways	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Chipper	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Compressor	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Concrete Finish Machine -laser Screed	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Conveyors	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes Friction: 200 tons and over	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150 Of Boom (including Jib With Attachments)	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Crusher	\$59.96	<u> </u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Derricks, On Building Work	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Dozers D-9 & Under	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Drilling Machine	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>

King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Gradechecker/stakeman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Guardrail Punch	\$59.96	ZA	<u>3C</u>	<u>48</u>
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Horizontal/directional Drill Locator	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Horizontal/directional Drill Operator	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Hydralifts/boom Trucks Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Loaders, Plant Feed	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Locomotives, All	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Material Transfer Device	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Motor Patrol Graders	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers,strato	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Pavement Breaker	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$59.49	<u>7A</u>	<u>3C</u>	<u>8</u> P
King	Power Equipment Operators	Posthole Digger, Mechanical	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Power Plant	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Pumps - Water	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>

King	Power Equipment Operators	Rigger And Bellman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Rollagon	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Saws - Concrete	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$60.49	ZA	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Service Engineers - Equipment	\$59.49	<u> 7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Shotcrete/gunite Equipment	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Slipform Pavers	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Spreader, Topsider & Screedman	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Subgrader Trimmer	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Tower Bucket Elevators	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Tower Cranes; over 250' in height from base to boom	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Trenching Machines	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Welder	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$56.90	ZA	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Yo Yo Pay Dozer	\$59. <del>96</del>	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$54.30	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	Truck Drivers	Asphalt Mix To 16 Yards	\$53.46	<u>5D</u>	<u>3A</u>	<u>8L.</u>
King	Truck Drivers	Dump Truck	\$53.46	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	Truck Drivers	Dump Truck & Trailer	\$54.30	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	Truck Drivers	Other Trucks	\$54.30	<u>5D</u>	<u>3A</u>	<u>8L</u>

### Overtime Codes

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

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

### **Overtime Codes Continued**

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

### Overtime Codes Continued

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

### **Overtime Codes Continued**

- 3. E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
  - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
  - I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- 4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
  - B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
  - C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

### **Overtime Codes Continued**

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

### EXCEPTION:

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

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

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

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

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

- F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- H. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

- 4. L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
  - M. All hours worked on Sunday and Holidays shall be paid at double the hourly rate. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time at time and one-half times the hourly rate.
  - N. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays, and all work performed between the hours of midnight (12:00 AM) and eight AM (8:00 AM) every day shall be paid at double the hourly rate of wage.
  - O. All hours worked between midnight Friday to midnight Sunday shall be paid at one and one-half the hourly rate of wage. After an employee has worked in excess of eight (8) continuous hours in any one or more calendar days, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of six (6) hours or more. All hours worked on Holidays shall be paid at double the hourly rate of wage.
  - P. All hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage.
  - Q. The first four (4) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday shall be paid at double the hourly rate. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - R. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - R. Placeholder

### **Holiday Codes**

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

### **Holiday Codes Continued**

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

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

### **Holiday Codes Continued**

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

### Holiday Codes Continued

I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be

observed as a holiday on the preceding Friday.

- 7. J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6).
  Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the preceding Friday.
  - M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

### **Holiday Codes Continued**

- 7. W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
  - X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
  - Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
  - Z. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- 15. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - B. Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (9)
  - C. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8)
  - D Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and the day after Christmas.

### **Note Codes**

- 8. D. Workers working with supplied air on hazmat projects receive an additional \$1,00 per hour.
  - L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
  - M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
  - N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.

### Note Codes Continued

- 8. P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
  - Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
  - R. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
  - S. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
  - T. Effective August 31, 2012 A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
  - U. Workers on hazmat projects receive additional hourly premiums as follows Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
  - V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

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

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

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

# PUBLIC WORKS CONTRACT PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

KNO	W ALL BY THESE PRESENTS, that,	,as Principal, hereinafter
called	d Contractor, and organized and existing under the laws of the State of	, hereinafter called Surety, a corporation
duly	organized and existing under the laws of the State of	of and duly
autho	orized to do business and transacting business in the S	State of Washington as Surety are held and
firmly	y bound and obligated to Highline Water District, a Mun	icipal Corporation located at 23828 30th Ave
S, H	Kent, Washington 98032, hereinafter called ow	ner, in the full and just sum of
	(\$	), lawful money of the United States, for
	payment of which sum will and truly to be made, Surety a	
each	of their heirs, executors and administrators, successors	and assigns, jointly and severally, firmly by
these	e presents.	
	BOND IS EXECUTED IN PURSUANCE OF CHAPTER 39	
BIND	DS SURETY AND CONTRACTOR TO THE CONTENTS THER	EOF.
	T CONDITIONS OF THIS OBLIGATION ARE SUCH, that W	
	ract entitled Small Site Asphalt & Concrete Patchin	· ·
<u>wate</u>	er District, OWNER, dated the day of	, 2018.
NOW	V, THEREFORE, if the Principal shall faithfully perform all	I the provisions of such contract and pay all
	rers, mechanics and subcontractors and materialmen, and	· · · · · · · · · · · · · · · · · · ·
	ons, or subcontractor, with provisions and supplies fo	• • • • • • • • • • • • • • • • • • • •
•	gation is void; otherwise to remain in full force and effect.	
J	·	
No cl	hange, extension of time, alteration or addition to the w	ork to be performed under the contract shall
in an	ly way affect Principal or Surety's obligation on this bond	, and Surety does hereby waive notice of any
chan	ges, extension of time, alterations or additions hereunde	r.
SIGN	IED AND SEALED THIS the day of 20:	18.
	•	
Ву:	CONTRACTOR	
Ву:	SURETY	
Ву:	ATTORNEY-IN-FACT	
Nota	ary Public in and for the State of Washington, residing at _	
	,	<del></del>
The A	Attorney-in-Fact, who executes this bond on behalf of	Surety, must attach a copy of his Power of

Attorney as evidence of his authority.

### **INSURANCE COVERAGE QUESTIONNAIRE**

Name of Insured:	P-				<del> </del>	
Contract Number:	18-50-3	4				
Project Name:	roject Name: Small Site Asphalt and Concrete Patching Repair Work					
Are the following c	overages	and/or conditions in effec	t?			
				Yes	No	
		nercial General Liability for h a copy of the policy w				
Products and Comp	oleted Op	eration Coverage				
Cross Liability Claus	se (or equ	ivalent wording)				
Personal Injury Liab	ility Cove	rage (with employee excl	usion deleted)			
Broad Form Proper	ty Damag	e with X, C, U, Hazards inc	tluded			
Blanket Contractua	l Liability	Coverage applying to this	contract			
Employers Liability	- Stop Ga	р				
Builder's "all-risk" p	olicy.					
True Umbrella Provision with drop down provision.						
Deductibles of SIR	· · ·	GL	AL	<u>E</u>	xcess	
Insurer Best Rating						
	mend, ex	d as a matter of informations the coverage of				
Agency/Broker			Completed by (ty	pe)		
Address			Completed by (Si	gnature)		
Name of Person to	Contact		Telephone Numb	er		

Agenda Item No.: 5.1
Agenda Date: 11/21/18
Reviewed By:

Subject: Authorize Small Site Asphalt and Concrete Patching Repair Work Contract #18-50-34

AA Asphalting, LLC

CATEGORY	
Executive	
Administrative	
Engineering/Operations	×

FINANCIAL								
Expenditures?	Yes x No N/A							
Budgeted?	Yes <b>x</b> No N/A							
Amount: \$ 100,000.00 Plus Sales Tax								

### **ATTACHMENTS:**

- 1. Resolution 18-11-21A
- 2. Attachment 1 Bid Tabulation
- 3. Attachment 2 Contract #18-50-34

### **COMMENTS:**

The District sent Requests for Proposals on 11/01/18 to contractors from the Municipal Research Services Center Small Works Roster (MRSC Rosters - Roadway Construction, Repair & Maintenance – Asphalt Pavement Renewal). The District received five (5) responsive bids. The responsible bidder with the lowest responsive bid as defined in RCW 39.04.350 is AA Asphalting, LLC.

Staff is recommending AA Asphalting, LLC to perform the Small Site Asphalt and Concrete Repair Work at different locations throughout the District.