

CITY COUNCIL AGENDA
City Hall, 833 South Spruce Street
7:00 p.m. January 12, 2017

CALL TO ORDER:

Mayor Sexton

Council Members: Aslett, Bieche, J. DeGloria, R. DeGloria, Edmundson, Loving and Montgomery
Staff: Blaine, Bloodgood, Dempsey, Erickson, Harrison, Hawes, Brad Johnson, Brittany Johnson, L. Johnson, Moser, Pulst, Schwetz, Sherwood, Sinclair, Van Wieringen, Ward, Yengoyan, and Zitkovich.

MINUTES:

City Council Meeting December 20, 2016

AUDIT OF BILLS:

PUBLIC COMMENTS:

COUNCIL COMMENTS:

MAYOR'S UPDATE:

PROCLAMATION:

SPECIAL PRESENTATION:

Meritorious Service Awards – Police Chief Bill Van Wieringen
Certificates of Appreciation – Police Chief Bill Van Wieringen

OFFICERS REPORTS:

TBD

UNFINISHED BUSINESS:

CONSENT AGENDA:

NEW BUSINESS:

- 1) Resolution amending the Dual Insurance Incentive Agreement
- 2) Bid & Contract Award – Directional Boring Project
- 3) Assistant to Firefighters Grant (AFG) Application
- 4) Appointment of Public Defense Auditor review panel
- 5) 2017 Council Committee Assignments and Recommendations
- 6) Update to Burlington Municipal Code – Contract with Mike Connelly
- 7) Collective Bargaining Agreement: Teamsters 231 – Clerical Employees and Records Technicians
- 8) Collective Bargaining Agreement: Teamsters 231 – Public Works Division
- 9) Approval of purchase of Chevrolet Tahoe Police Package Patrol Vehicles budgeted for 2017
- 10) Approval of purchase of 2017 Ford Interceptor budgeted for 2017

FUTURE WORKSHOP:

EXECUTIVE SESSION:

- An Executive Session may be held to discuss Personnel, Litigation, and/or Land Acquisition.

ADJOURNMENT:

MEETINGS:

- 1) **PARKS ADVISORY BOARD:** Monday **January 9, 2017** 5:30 p.m.
Parks & Recreation, 900 E Fairhaven Ave
- 2) **PUBLIC SAFETY COMMITTEE:** Tuesday **January 10, 2017** 4:00 p.m.
Public Safety Building, 311 Cedar Street
- 3) **AUDIT & FINANCE COMMITTEE:** Thursday **January 12, 2017** 4:00 p.m.
City Hall, 833 S Spruce St

January 2017 Council

January 2017

February 2017

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jan 1, 17	2	3 6:00pm Library Board (Library)	4	5	6	7
8	9 5:30pm Parks Advisory Board Meeting (Parks & Recreation Office)	10 4:00pm Public Safety Committee (Public Safety Building)	11	12 4:00pm Audit & Finance Committee (City Hall) 7:00pm Council Meeting	13	14
15	16	17 4:00pm Public Works Committee (Engineering Conf Room)	18 1:00pm SKAT Board (Burlington City Hall) 7:00pm 9:00pm Planning Commission (City Council Chambers)	19	20	21
22	23	24	25 9:00am 10:00am Downtown Burlington Association (Visitor Information Center/Chamber of	26 4:00pm Audit & Finance (City Hall) 7:00pm Council Meeting	27	28
29	30	31 5:00pm 6:00pm Historical Preservation Board (Parks & Recreation Conference Room)	Feb 1	2	3	4

Jan 1 - 7

Jan 8 - 14

Jan 15 - 21

Jan 22 - 28

Jan 29 - Feb 4

February 2017

February 2017

March 2017

Su	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jan 29	30	31	Feb 1	2	3	4
5	6	7	8	9	10	11
	5:30pm Parks Board (Parks & Rec Dept) - Judy Sheahan	6:00pm Library Board (Library)		4:00pm Audit & Finance Committee (City Hall) 7:00pm Council Meeting		
12	13	14	15	16	17	18
		4:00pm Public Safety Committee (Public Safety Building)	1:00pm SKAT Board (Burlington City Hall) 7:00pm 9:00pm Planning Commission (City Council Chambers)			
19	20	21	22	23	24	25
		4:00pm Public Works Committee (Engineering Conf Room)	9:00am 10:00am Downtown Burlington Association (Visitor Information Center/Chamber of	4:00pm Audit & Finance (City Hall) 7:00pm Council Meeting		
26	27	28	Mar 1	2	3	4

Jan 29 - Feb 4

Feb 5 - 11

Feb 12 - 18

Feb 19 - 25

Feb 26 - Mar 4

December 20, 2016

CALL TO ORDER:

Mayor Steve Sexton called the meeting to order at 6:01 p.m., with the Pledge of Allegiance. Council members present: Bill Aslett, Tonya Bieche, Joe DeGloria, Rick DeGloria, Edie Edmundson, Chris Loving, and Ted Montgomery. Staff present: Bryan Harrison, Brad Johnson, Brittany Johnson, Leif Johnson, Marv Pulst, Bill Van Wieringen, and Sarah Ward.

MINUTES:

A motion was made to approve the minutes of the December 8, 2016 council meeting by **Councilors Aslett/Loving**. All in favor; motion carried.

AUDIT OF BILLS:

A motion was made by **Councilors R. DeGloria/Aslett** to approve Accounts Payable checks numbered 34868 – 34990 in the amount of \$446,135.00; December 15th payroll checks numbered 34849 – 34867 in the amount of \$358,210.26. All in favor; motion carried.

PUBLIC COMMENTS:

There were no Public Comments.

COUNCIL COMMENTS:

There were no Council Comments.

MAYOR'S UPDATE:

Mayor Sexton discussed the 2017 Council Committee assignments. Discussion followed regarding desired committee assignments, specifically to the Historical Board. Committee assignments will take place at the first council meeting in January.

Mayor Sexton updated council on the NIMS training that has been taking place for City staff. City staff has completed NIMS 100,200,700, and 800. ICS 300 & 400 classes are the final classes to complete the NIMS process and will be held at Burlington City Hall in January. This is important training for incident command systems and in order to receive federal funds for reimbursement in an emergency management staff must be trained to all levels. Discussion regarding the importance of training and the benefits for the City and the community followed.

December 20, 2016

UNFINISHED BUSINESS:

DISCUSSION REGARDING THE STERLING MOTOR INN

City Attorney Leif Johnson asked that the council move this item to the end of the agenda as it will require an Executive Session.

A motion was made to move the discussion regarding the Sterling Motor Inn to the end of the agenda by **Councilors Aslett/R. DeGloria**. All in favor; motion carried.

NEW BUSINESS:

2016 Budget Amendment

Director of Budget & Accounting Renee Sinclair stated the fund needing amendment is fund 107 Park Endowment by \$700.00. **Sinclair** recommended council to adopt the proposed ordinance amending the budget to correct the shortfall.

Mayor Sexton opened the Public Hearing.

There were no Public Comments

A motion was made to close the Public Hearing by **Councilors R. DeGloria/Loving**. All in favor; motion carried.

A motion was made to approve the proposed ordinance amending the 2016 budget and authorize the Mayor's signature on ordinance by **Councilors R. DeGloria/Edmundson**. All in favor; motion carried.

RESOLUTION ESTABLISHING 2017 WAGES FOR CITY EMPLOYEES AND ELECTED OFFICIALS

Director of Budget & Accounting Renee Sinclair reviewed the proposed 2017 Salary Resolution, including the COLA's for represented and non-represented employees. Discussion of council compensation adopted by ordinance in 2015 and salaries of represented and non-represented employees followed.

A motion was made to adopt the proposed 2017 Salary Resolution establishing wages for employees and elected officials, and standardizing council compensation and authorize the Mayor's signature on the resolution by **Councilors Aslett/Montgomery. Councilors Edmundson/J. DeGloria/R. DeGloria/Loving** in favor. **Councilor Bieche** opposed. Motion carried.

December 20, 2016

INTERLOCAL AGREEMENT ESTABLISHING THE SKAGIT 911 ORGANIZATION AS A NON-PROFIT ENTITY

City Administrator Bryan Harrison stated that representatives of Skagit County and its cities and towns have negotiated a new interlocal agreement to provide emergency 911 dispatch services. This interlocal agreement would transition the Skagit 911 Emergency Communication Center into a non-profit organization. Discussion ensued regarding the reformation and reasons for the reformation, compared changes to the current structure, and additional benefits to the reformation. **City Attorney Leif Johnson** explained the protection this reformation may apply to the cities and the counties and explained the potential liability for cities and counties.

A motion made to approve the interlocal agreement establishing the City of Burlington's participation in the non-profit entity titled, Skagit 911, and authorize the Mayor's signature on the agreement by **Councilors Aslett/J. DeGloria**. All in favor; motion carried.

INTERLOCAL AGREEMENT WITH SKAGIT COUNTY FOR SPILLMAN SERVICES

Police Chief Bill Van Wieringen stated that Spillman is the records management system used by the police department. This is a budgeted item for 2017. An addendum was added to include GIS services which will benefit other City departments.

A motion was made to approve the proposed interlocal agreement with Skagit County for Spillman services and authorize the Mayor's signature on the agreement by **Councilors R. DeGloria/Loving**. All in favor; motion carried.

Mayor Sexton added that the contract with the addition of the GIS services will be very valuable to many projects within multiple departments of the City.

AGREEMENT WITH PROTHMAN TO PROVIDE POLICE CHIEF RECRUITMENT SERVICES

City Administrator Bryan Harrison stated that this contract will facilitate the Police Chief Recruitment process. The process will be similar to the process that was used in recruiting for the Fire Chief position that proved to be very successful. **Harrison** stated that **himself, Mayor Sexton, and Human Resources Manager Brittany Johnson** recommend that council approve the contract with Prothman for Police Chief recruitment services. Discussion ensued regarding the duties and priorities of the Human Resource Manager in 2017.

A motion was made to approve the attached agreement with Prothman to provide for Police Chief recruitment services and authorize the Mayor's signature by **Councilors**

December 20, 2016

Edmundson/Aslett. Councilors J. DeGloria/R.DeGloria/Loving/Montgomery in favor. **Councilor Bieche** opposed. Motion carries.

CONTRACT FOR PROSECUTION SERVICES BY KAILIN JAMES

City Attorney Leif Johnson stated that this is an updated to the current contract with Kailin James for prosecution services. **L. Johnson** reviewed the changes to the contract and the reasons behind those changes.

A motion was made to approve the agreement for legal services between the City of Burlington and Kailin James and authorize the Mayor's signature by **Councilors Montgomery/R. DeGloria**. All in favor; motion carried.

AGREEMENT WITH KRISTA SALINAS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

City Administrator Bryan Harrison stated that this agreement is for on-call emergency management consulting services, which generally consists of assisting the City's response to a specific or uncommon event or occurrence which requires immediate action in order to safeguard the health, safety, or wellbeing of persons or property in the City of Burlington. Discussion followed regarding the services provide, the need of those services in the City, qualifications of the contractor, documentation required during an incident, and the relationship with Skagit County. **Mayor Sexton** briefed the council on the state of Skagit County DEM, reviewed the past assistance received from Skagit DEM in the past, reviewed Krista's experience and expertise in DEM, and stated this is one of the smartest contracts the City can sign. Discussions regarding future of DEM as a Skagit County entity ensued.

A motion was made to approve the proposed agreement with Krista Salinas Consulting for emergency management services and authorize the Mayor's signature by **Councilors Aslett/Loving. Councilors Bieche/R. DeGloria/Edmundson/Montgomery** in favor. **Councilor J. DeGloria** opposed. Motion carried.

Mayor Sexton asked that a resolution establishing a 2017 Legal Publisher be added to the agenda.

A motion was made to add the resolution establishing a 2017 Legal Publisher by **Councilors Bieche/Aslett**. All in favor; motion carried.

A motion was made to approve the resolution establishing Skagit Publishing as the 2017 Legal Publisher and to authorize the Mayor's signature by **Councilors Montgomery/Bieche**. All in favor; motion carried.

December 20, 2016

City Administrator Bryan Harrison asked that council add an agenda item for an agreement with Guardian Security Systems for repair of the fire alarm in the Fire Department. This item is budgeted in 2016.

A motion was made to approve the agreement with Guardian Security Systems for the fire alarm in the Fire Department by **Councilors Aslett/Bieche**.

A motion was made to pull the first motion and add the agreement with Guardian Security Systems for the fire alarm system in the Fire Department as an agenda item by **Councilors Aslett/Bieche**. All in favor; motion carried.

A motion was made to approve the agreement with Guardian Security Systems for the fire alarm system in the Fire Department by **Councilors Aslett/Bieche**. All in favor; motion carried.

OFFICER'S REPORTS

Public Works Director Marv Pulst updated on the grants that the Engineering staff is currently working on for future projects. There is an application for \$6 million for the George Hopper project that was submitted last week. There is no match required for this grant. Staff is currently seeking other funding to reach the \$10 million needed to complete the project. **Pulst** stated there are multiple grant opportunities available for the 5-Way intersection project that the Engineering staff is currently preparing applications for. Discussion followed regarding AWC City Action Days, legislation, projects, grant applications, and funding sources.

EXECUTIVE SESSION

City Attorney Leif Johnson stated that an Executive Session will be held Per RCW 42.30.110 to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. The executive session should take approximately twenty minutes and action is expected as a result of the executive session. Council and city staff adjourned for Executive Session at 6:32 p.m.

City staff returned from Executive Session at 6:58 p.m.

There was no action taken after Executive Session.

COUNCIL CHAMBERS

CITY HALL

BURLINGTON, WA

December 20, 2016

ADJOURNMENT:

Mayor Sexton adjourned the meeting at 6:58 p.m.

Renee Sinclair
Director of Budget & Accounting

Steve Sexton
Mayor



ITEM #: 1

CHECK ONE:

NEW BUS. X

OLD BUS. _____

AGENDA ITEM

Council Date: January 12, 2017
Bryan Harrison, City Administrator

Subject: Resolution amending the Dual Insurance Incentive Agreement

Attachments: Proposed Resolution

Public Hearing Required: YES () NO (X)

SUMMARY

In 2013 the city adopted Resolution 10-2013, later modified by Resolution 12-2013, thereby establishing an incentive program that allowed employees to remove eligible "doubly insured" dependents from the city provided health insurance program provided that said dependents retained alternative insurance that was roughly equivalent. The original resolutions provide that the city and employee would share in the savings realized by waiving city insurance for dependents that are otherwise covered by a non-city insurance program. Since that time, it has come to the attention of the city that Resolution 12-2013 may be misinterpreted to allow employees to waive insurance for dependents, and receive compensation from the city, for switching dependents to tax payer / government provided health care insurance programs. The proposed resolution clarifies that it is not the intent of the city dual medical insurance waiver program to compensate employees for dropping city provided health insurance coverage for dependents that are covered by state or federal Medicaid programs.

RECOMMENDATION

Motion to approve the attached proposed resolution amending the Dual Insurance Incentive and authorize the Mayor's signature.

RESOLUTION NO. ~~12-2013~~ 01-2017

**A RESOLUTION AUTHORIZING A DUAL MEDICAL INSURANCE INCENTIVE AGREEMENT
BETWEEN THE CITY OF BURLINGTON AND ELIGIBLE EMPLOYEES**

WHEREAS, the City of Burlington is interested in cost savings in regard to the health and welfare benefits programs offered to eligible employees; and

WHEREAS, the City of Burlington recognizes that employees who have dual medical insurance may benefit from this program; and

WHEREAS, the City of Burlington established a dual medical insurance incentive agreement program for non-represented employees in 2003 via adoption of Resolution No. 10-2003; ~~and~~ **and later modified that program via adoption of resolution No. 12-2013; and**

WHEREAS, since the adoption of Resolution No. 10-2003 **and 12-2013** there have been numerous changes to the health care benefits and insurance system, including but not limited to the adoption of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C.), that impact the ability of and financial benefits to the City and its employees of entering into dual medical insurance incentive agreements, such that an update of this program is needed;

NOW THEREFORE, it is hereby resolved by the City Council of the City of Burlington, Washington, as follows:

The Mayor ~~and City Administrator~~ **is** ~~are~~ hereby authorized ~~and directed~~ to execute a Dual Insurance Incentive Program and Agreement, a copy of which is attached hereto as "Attachment A" and by this reference made part hereof, as the official act and deed of the City of Burlington.

BE IT FURTHER RESOLVED, that Resolution No. ~~10-2003~~ **12-2013** is hereby rescinded upon the effective date of this Resolution.

Adopted this ~~25th-12th~~ day of ~~July~~ **January**, ~~2013-2017~~

~~Garnor Bensen, Mayor Pro Tem~~ **Steve Sexton, Mayor**

Attest:

~~Crystil Robinson, Finance Director~~ **Renee Sinclair, Director of Budget & Accounting**

Approved as to Form:

~~Scott G. Thomas~~ **Leif Johnson**, City Attorney

Published: ~~July 27, 2013~~ XX/XX/2017

ATTACHMENT "A"

Dual Medical Insurance Incentive Agreement

Section 1: Non-Medicare Eligible Employees – Waiver of Dependent Medical Insurance Coverage

- a. **Incentive Amount:** The incentive amount for employees that are 1) City medical insurance eligible non-represented employees, and/or those City medical insurance eligible represented employees for whom the applicable collective bargaining agreement recognizes this dual medical insurance incentive agreement; and 2) are Non- Medicare eligible, and 3) have alternative medical insurance coverage for one or more of his/her dependents **other than a state or federal Medicaid program such as Washington state's Apple Health;** and 4) chose to waive City medical insurance coverage for one or more eligible dependents:

The insurance premium savings (that would have been paid on the employee's behalf by the City for his/her eligible dependents had coverage not been waived) will be split with the employee as follows:

- The City will benefit from a 50% cost saving in the City's portion of the waived medical insurance premium
 - The Employee will receive the remaining 50% cost savings (in the City's portion of the waived medical insurance premium) in the form of taxable wages included in his/her paycheck
 - Note: This incentive is capped at no more than one spouse and two children for whom coverage may be waived
- b. **Scope/Limitations/Conditions:** The following scope/limitations/conditions shall apply:
- Participation in the Dual Medical Insurance Incentive Agreement Shall be voluntary
 - Participation in the Dual Medical Insurance Incentive Program shall be limited to non-represented employees that are eligible to receive medical insurance benefits through the City of Burlington, and represented employees that are eligible to receive medical insurance benefits through the City of Burlington for whom his/her applicable collective bargaining agreement has recognized this dual medical insurance incentive agreement. Only spouses and dependents of non-Medicare eligible employees are eligible to be removed from the medical insurance program under this agreement.

- The dual medical insurance incentive program is limited to City medical insurance coverage only. City dental and vision insurance will remain in effect for all eligible dependents per AWC requirements for 100% participation.
- Prior to removing medical insurance for eligible dependents, employees are required to sign a waiver certifying that their dependents have other **qualified medical insurance, other than a state or federal Medicaid program such as Washington's Apple Health, and also** that meets the requirements of the Patient Protection and Affordable Care Act of 2010, or as hereafter amended. This waiver includes acknowledgement that proof of continuous, comprehensive medical coverage that meets the requirements of the Patient Protection and Affordable Care Act of 2010, or as hereafter amended, from date of removal from a City medical insurance plan to date of re-enrollment on a City medical insurance plan, is required to re-enroll eligible dependents in a City of Burlington medical insurance plan if re-enrollment is effective other than on January 1st of any year.
- Eligible dependents may rejoin the City's medical insurance program during the City's annual open enrollment period for coverage to initiate the subsequent calendar year. The only exception to this limitation would be if an eligible dependent loses his/her non-City medical insurance coverage during the course of the year. In this situation the dependent is eligible to rejoin the City's program on the 1st day of the month following loss of insurance.
- Eligible employees are required to notify the City of Burlington if any dependent who has been removed from the City's medical insurance program no longer qualifies as an eligible dependent for medical benefits through either the City's or the dependent's non-City medical insurance program. In this case, the cost savings would be adjusted to reflect the dependent's loss of eligibility.
- A waiver of eligible dependent medical insurance shall remain in effect until the applicable employee informs the City of Burlington of a change or the dependents(s) are no longer eligible for medical insurance coverage, or the City modifies or cancels this program. **THE CITY OF BURLINGTON RETAINS THE RIGHT TO REVOKE, MODIFY, OR CANCEL THIS POLICY AT ANY TIME FOR ANY REASON AND AS IT DEEMS APPROPRIATE.**
- The dual medical insurance incentive agreement program for eligible dependents may be denied on an individual or group basis due to restrictions of, or deleterious fiscal or administrative impacts associated with, implementation and/or compliance with the federal Patient Protection and Affordable Care Act of 2010, other federal or state law, and/or the requirements of City Medical Insurance Coverage program(s).

Section 2: Medicare Eligible Employees – Waiver of Employee Medical Insurance Coverage

- a. **Incentive Amount:** The incentive amount for an employee that is 1) A city medical insurance eligible non-represented employee, and/or a City medical insurance eligible represented employee for whom the applicable collective bargaining agreement recognizes this dual medical insurance incentive agreement; and 2) is Medicare eligible and actively enrolled in the Medicare Part B medical insurance program; and 3) chooses to waive City medical insurance coverage for him/herself because of coverage under the Medicare Part B medical insurance program; and 4) retention of Medicare Part B medical insurance coverage has an out-of-pocket cost to the employee; and 5) the eligible employee waives City medical insurance coverage:

The City shall pay to the employee in the form of additional taxable compensation that amount equivalent to the employee's applicable standard monthly Medicare Part B premium plus any income-related premium amount if any, as documented by the Social Security Administration such that the monthly Medicare Part B premium plus any income-related premium do not exceed the amount of the City's medical premium in any month.

- b. **Scope/Limitations/Conditions:** The following scope/limitations/conditions shall apply:
- Participation in the Dual Medical Insurance Incentive Agreement Shall be voluntary
 - Participation in the Dual Medical Insurance Incentive Program shall be limited to non-represented employees that are eligible to receive medical insurance benefits through the City of Burlington, and represented employees that are eligible to receive medical insurance benefits through the City of Burlington for whom his/her applicable collective bargaining agreement has recognized this dual medical insurance incentive agreement. (Note: only Medicare eligible employees are eligible to be removed from the medical insurance program under this agreement).
 - The dual medical insurance incentive program is limited to City medical insurance coverage only. City dental and vision insurance will remain in effect for all eligible employees and dependents per AWC requirements for 100% participation.
 - Prior to removing City medical insurance coverage for an eligible employee, the employee is required to sign a waiver certifying that he or she is covered by Medicare Part B medical insurance that meets the requirements of the Patient Protection and Affordable Care Act of 2010, or as hereafter amended, and shall retain said coverage during the entire City medical insurance waiver period.
 - Eligible employees may rejoin the City's medical insurance program during the City's annual open enrollment period for coverage to initiate the subsequent calendar year. The only exception to this limitation would be if an eligible employee loses his/her Medicare Part B medical insurance coverage during the course of the year. In this

situation the employee is eligible to rejoin the City's program on the 1st day of the month following loss of insurance.

- A waiver of eligible employee medical insurance shall remain in effect until the applicable employee informs the City of Burlington of a change or the employee is no longer eligible for Medicare Part B medical insurance coverage, or the City modifies or cancels this program. **THE CITY OF BURLINGTON RETAINS THE RIGHT TO REVOKE, MODIFY, OR CANCEL THIS POLICY AT ANY TIME FOR ANY REASON AND AS IT DEEMS APPROPRIATE.**
- The dual medical insurance incentive agreement program for eligible employees may be denied on an individual or group basis due to restrictions of, or deleterious fiscal or administrative impacts associated with, implementation and/or compliance with the federal Patient Protection and Affordable Care Act of 2010, other federal or state law restrictions, and/or the requirements of City Medical Insurance Coverage program(s).



Bid Opening Form

Directional Boring Project

January 5th 2017 at 2:00 PM

	Contractor	Signed Proposal	Bid Bond or Bid Deposit	Bid
1	Trenchless Construction Services			223,727.00
2	Diversified Northwest			239,839.25
3	Northeast LLC			244,396.25
4	DJ's Electrical			255,300.50
5	Henkel & McCoy			258,767.96
6	Pacific Cable Construction Inc			266,734.48
7	Magnum Power			307,317.45
8	Pacific Utility Contractors			310,037.84
9	Wiseman Utilities Inc			312,154.50
10	Saunders Cable Inc			312,756.67
11	Larry Brown Construction			316,820.00
12	Sail Electric			349,207.25
13	Robinson Brothers Inc			365,742.65
14	Power - X			398,667.82

**CONTRACT DOCUMENTS
FOR
CITY OF BURLINGTON
DIRECTIONAL BORING
PROJECT**

Funded in part by Skagit County Economic Development Funds

December 2016



**City of Burlington
833 South Spruce Street
Burlington, WA 98233**

BIDDER'S CHECKLIST

The following forms must be completed in full and executed by the Bidder:

1. Proposal. All unit and lump sum prices must be entered in the space provided.

The total computed prices must be entered in the spaces provided.

Unit and lump sum prices must be entered for all items and all schedules.

Receipt of Addenda must be acknowledged.

Proposal Signature Sheet. To be filled in and signed by the Bidder.
2. Surety Bid Bond Form. This form must be executed by the Bidder and the Surety company unless Bid is accompanied by a certified check. The amount of this bond shall be not less than five percent (5%) of the total amount Bid and may be shown in dollars or on a percentage basis.
3. Statement of Bidder's Qualifications.
4. Non-Collusion Affidavit.

The following will be executed after the Contract is awarded:

1. Contract. To be executed by the successful Bidder in triplicate.
2. Public Works Contract Bond.
3. Certificate of Insurance. To be submitted in triplicate.
4. Statement of Intent to Pay Prevailing Wages.
5. Power of Attorney. Attorneys-in-fact who sign Bid bond and Contract bonds must file with each bond a certified and effective dated copy of their power of attorney.

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LIST OF APPENDICES

APPENDIX A: Fiber Conduit Plans

APPENDIX B: Standard Plans

APPENDIX C: Prevailing Wages

PART I

BIDDING REQUIREMENTS

CALL FOR BIDS
City of Burlington, WA
Directional Boring Project

Notice is hereby given that sealed Bids for “Directional Boring Project” will be received by the City Finance Director until **2:00 p.m., January 5th, 2017**, at which time the Bids will be opened and publicly read. Bids will be delivered to 833 South Spruce Street, Burlington, Washington. Proposals received after the time fixed for opening will not be considered.

This project consists of the installation of conduit by directional bore throughout the City of Burlington. Construction includes, but is not limited to: 8000 LF of Directional Boring of two, 2-inch conduits, junction vaults, erosion/water pollution control measures and traffic control. The Engineer’s estimate is \$250,000.

Bid documents may be inspected and/or copied at the offices of the City Engineer of Burlington, 833 South Spruce Street, Burlington, WA 98233 and <http://www.ci.burlington.wa.us/bids.aspx>.

All Bid Proposals shall be accompanied by a Bid Proposal deposit in cash, certified check, cashier’s check, or Surety bond in an amount equal to five percent (5%) of the amount of such Bid Proposal. Should the successful Bidder fail to enter into such Contract and furnish satisfactory performance bond within the time stated in the Specifications, the Bid Proposal deposit shall be forfeited to the City of Burlington.

CITY OF BURLINGTON is an Equal Opportunity Employer.

The City of Burlington reserves the right to reject any or all Bids and to waive irregularities in the Bid or in the Bid opening. No Bidder may withdraw their Proposal after the hours set for the opening thereof, or before Award of Contract, unless said Award is delayed for a period exceeding forty-five (45) days.

Published: Daily Journal of Commerce
Monday, December 19, 2016
Monday, December 26, 2016

Skagit Valley Herald
Saturday, December 17, 2016
Saturday, December 24, 2016

INSTRUCTIONS TO BIDDERS

1. PROJECT DESCRIPTION

This project consists of the installation of conduit by directional bore throughout the City of Burlington. Construction includes, but is not limited to: Directional Boring of two, 2-inch conduits, associated junction vaults, traffic control, and all other Work necessary to complete the project.

2. STANDARD SPECIFICATIONS

All Work on this Contract shall be according to the Plans, Specifications, Bid documents, Addenda and:

- A. Washington State Department of Transportation “Standard Plans” effective January 4, 2016 (including all revisions at date of Bid opening), applies except as may be modified herein.
- B. Washington State Department of Ecology “Stormwater Management Manual for Western Washington” effective January 2014.
- C. Washington State Department of Transportation “Standard Specification for Road, Bridge and Municipal Construction 2016” applies except as may be modified herein.
- D. Washington State Department of Transportation “Construction Manual” (M 41-01.24) effective January 2016.
- E. In the case of discrepancy, unless noted otherwise herein, the more restrictive provisions shall apply.

The Plans and Specifications shall be considered and used together, and anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. All Specifications and notes appearing on the Plans shall have the same force and effect as though they were repeated herein.

The Engineer may furnish supplemental Plans and Specifications to define more clearly any requirement of the original documents. In case of any conflict between the listed and the supplemental drawing, the latter shall govern. The Contractor shall not be entitled to extra compensation because of their compliance with the requirements of such supplemental drawings unless they contain new requirements. When new or additional Work is required by supplemental drawings compensation shall be as provided in the Standard Specifications and these Special Provisions.

3. INTENT OF PLANS AND SPECIFICATIONS

The Plans and Specifications shall be considered and used together, and anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. The Engineer may furnish supplemental Plans and Specifications to define more clearly any requirement of the original documents. In case of any conflict between the listed and the supplemental Plans, the latter shall govern. The Contractor shall not be entitled to extra compensation because of their compliance with the requirements of such supplemental drawings unless they contain new requirements involving costs which clearly could not have been anticipated by an experienced Contractor in his examination of the original listed drawings or could not reasonably be inferred therefrom as requirements of the Contract, and then only as provided in the General Provisions.

All Specifications and notes appearing in the Plans shall have the same force and effect as though they were repeated herein.

4. QUANTITIES ARE APPROXIMATE

The quantities named in the Proposal or separately listed are approximate only, but these are to be used as a basis for the comparison of Proposals and to determine the amount of the bonds. However, if unit prices appear to the Contracting Agency to be unbalanced to such an extent that changes in actual quantities required under the Contract might result in Contract price adjustments which would increase payments to the Contractor excessively, then the Contracting Agency may take such a condition under consideration in making the Award of the Contract.

5. ADDENDA AND INTERPRETATIONS OF DOCUMENTS

No interpretation of the Contract Documents or other pre-Bid documents will be made to any Bidder upon an oral request. Every request for such interpretation shall be submitted in writing, addressed to City of Burlington and to be given consideration shall be received at least three days prior to the date fixed for opening of Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed or otherwise delivered to each prospective Bidder. Failure of any Bidder to receive any such Addenda shall not relieve such Bidder from any obligation under their Bid as submitted. All Addenda so issued shall become a part of the Contract Documents. No Addenda will be issued within 3 calendar days prior to the date fixed for opening Proposals.

6. QUALIFICATIONS OF BIDDER

The Contracting Agency requires that this project shall be built by a Contractor who is competent in this type of Work, has been the general Contractor on at least five similar projects in Washington State within the last five years, and is adequately financed. The Contracting Agency requests that the Bidder submit a written statement to show experience

~~Part 1 – Bidding Requirements~~

in construction Work of this character as an indication of qualifications and business standing. The Bidder shall fill out the enclosed form in its entirety. Failure to do so may cause rejection of the Proposal.

7. PREPARATION OF PROPOSAL

Proposals must be submitted on the original forms by filling in, with ink, (or typing) each and every blank provided for such purpose in the form headed "Proposal", or if the Bidder is required to provide a special form appropriate to the nature of their Proposal then such form shall be complete in all respects as required by the Contract Documents if it is to merit consideration by the Contracting Agency. In the event of a discrepancy between the quantity times the unit price and the total price indicated, the unit price shall prevail.

If the Proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm name, followed by the signature of a partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the Proposal should be signed with the name of the corporation, and the State in which incorporated, followed by the written signature of the qualified officer and the designation of the office it holds in the corporation. The address of the person, firm or corporation in whose behalf the Proposal is submitted shall be given. The Bidder shall comply with all other specific requirements of the Proposal form.

8. ALTERATION OF DOCUMENTS PROHIBITED

Except as may be provided otherwise herein, Proposals which are incomplete, are conditioned in any way, contain unverified measures or alterations, include items which are not named in the Proposal form or which are unlawful, may be rejected.

9. MODIFICATION OF PROPOSAL

Change in a Proposal already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by an authorized person (signatory of the company) and the request is received prior to the scheduled closing time for the receipt of Proposals. To be effective, every modification must be made in writing over the signature of the Bidder and no other procedure will be acceptable. The revised Proposal shall be considered official if it is received before the time for opening Bids.

10. WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn at any time prior to the scheduled closing time for filing Proposals. This may be done by the Bidder in person or upon their telegraphic or written request. A telephoned request for withdrawal of a Proposal will not be recognized. If withdrawal is made personally, a written acknowledgment thereof will be required.

After the scheduled closing time for filing Proposals, no Bidder will be permitted to

Part I – Bidding Requirements

withdraw their Proposal unless no Award of Contract has been made prior to the expiration of 60 days immediately following the date when Proposals are opened. Proposals received after the scheduled closing time will be returned to the Bidder unopened.

11. POSTPONEMENT OF OPENING

The Contracting Agency reserves the right to postpone the date and time last announced for opening Proposals and such postponement may be made at any time prior to the time last announced for opening Proposals. The Contracting Agency will give written or telegraphic notice of any such postponement to each party to whom Contract Documents have been issued, followed by issuance of an Addendum confirming the changing of the announced time for opening Proposals.

12. OPENING PROPOSALS

All Proposals received prior to the scheduled closing time and which are not withdrawn as above provided will be publicly opened and read aloud even though there may be irregularities or informalities therein, except that any Proposal which is not signed, will not be read and consequently, will be rejected without consideration.

13. ACTION ON PROPOSAL

- A. Within 60 days after the opening of all accepted Bids, the Contracting Agency may act either to issue a Notice of Award or to reject all Proposals. Failure of the Contracting Agency to issue a Notice of Award within the said time, or such additional time as the apparent lowest responsive Bidder shall agree to extend its Proposal, shall constitute rejection of all Proposals.
- B. The Notice of Award will be signed by a duly authorized official of the Contracting Agency and delivered to the Bidder in the manner provided for written notices. No other action or notice shall constitute a Notice of Award. Delivery of a Notice of Award shall obligate the Bidder who receives such notice to furnish performance and material payment bonds, insurance policies and to execute the Contract and furnish Statement of Intent to Pay Prevailing Wages.
- C. Within ten (10) days after delivery of Notice of Award, or such additional time as is allowed by the Contracting Agency, the Bidder shall furnish satisfactory performance and material payment and maintenance bonds, insurance certificate or insurance policies, copy of their Washington State Contractor's license, statement of intent to pay prevailing wages, and shall execute the Contract. Failure, neglect, or refusal by the Bidder to do so shall constitute a breach of agreement to furnish the required documents and to enter into the Contract. The damages to the Contracting Agency for such a

Part I - Bidding Requirements

breach of agreement will include monetary loss from, among other things, interference with the Contracting Agency's construction program and normal operations. The amount of such damage is difficult or impossible to compute. The Contracting Agency has estimated, and each Bidder by submitting its Proposal, agrees that, reasonable compensation for damages resulting from such breach of agreement shall be the amount of the Proposal guaranty and promises to pay that amount as liquidated damages for such breach.

- D. Any Bidder receiving a Notice of Award, who fails, neglects or refuses to furnish performance and material payment bonds, insurance certificate or insurance policies and executes the Contract as herein provided shall not be the lowest responsive Bidder. The Contracting Agency may then select the lowest responsive Bidder and deliver a Notice of Award to such lowest responsive Bidder.

14. TIME OF COMPLETION

Contract shall be executed within ten (10) days after the Notice of Award and the Contract time shall commence within ten (10) days after the Contracting Agency issues the "Notice to Proceed".

All Work shall be completed within 40 working days after the date on the Notice to Proceed.

If said Work is not completed within the time specified, the CONTRACTOR agrees to pay CITY OF BURLINGTON, WASHINGTON, liquidated damages as specified in Section 1-08.9 of the Washington State Department of Transportation 2016 Standard Specifications for Road, Bridge and Municipal Construction for each day said Work remains uncompleted after expiration of the specified time.

15. AFFIDAVIT OF NON-COLLUSION

The Contracting Agency reserves the right to require that any Bidder, before being awarded a Contract, shall execute a non-collusion affidavit in such form as will satisfy the Contracting Agency that the Bid offered is genuine, is not a sham or collusive and in no respect or degree is made in the interest or on behalf of any person, firm or corporation not named in the Proposal containing such Bid.

16. SAFETY

The Contractor shall be responsible for compliance with all Federal, State and Local Construction Safety Standards.

17. CONTRACTOR'S RESPONSIBILITY

Part 3 – Bidding Requirements

It is understood that the Plans, Specifications and other Contract Documents do not purport to control the method of performing the Work, but only the requirements as to the nature of the completed Work. The Contractor assumes the entire responsibility for the method of performing and installing the Work. Suggestions as to the method included in the Contract Documents shall be deemed advisory only; and the feasibility of such methods, or the lack thereof, shall not affect the Contractor's liability or status as an independent Contractor under this Contract.

18. PERMITS

The successful Bidder shall be responsible for obtaining all necessary permits associated with the actual construction of the project; such as, permits to haul oversized equipment on State highways and local roads.

The successful Bidder shall have, or be required to purchase, a City of Burlington Business License.

19. LAWS AND REGULATIONS

The Bidder is assumed to be familiar with all Federal, State, County and City laws or regulations, which in any manner affect those engaged or employed in the Work, materials or equipment used in the proposed construction, or which in any way affect the conduct of the Work; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Bidder shall discover any provisions in these Plans, Specifications or Contract Documents contrary to any laws or regulations, the Bidder shall report it to the Contracting Agency in writing.

20. LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC AND BID PROCEDURES AND CONDITIONS

The Contractor shall abide by all provisions of Division 1, Sections 1-02 and 1-07 of the Washington State Department of Transportation 2016 Standard Specifications for Road, Bridge and Municipal Construction and amendments thereto.

21. REJECTION OF PROPOSALS

The Contracting Agency reserves the right before or after opening, to reject any or all Proposals or to waive any informalities therein if it is believed that the best interest of the Contracting Agency will be served thereby.

PROPOSAL

THE UNDERSIGNED BIDDER PROPOSES TO FURNISH ALL NECESSARY LABOR, TOOLS, MATERIALS, EQUIPMENT AND SERVICES REQUIRED FOR THE CONSTRUCTION OF DIRECTIONAL BORING PROJECT WITHIN THE CITY OF BURLINGTON, ALL IN ACCORDANCE WITH THIS PROPOSAL AND WITH THE PLANS AND SPECIFICATIONS.

Name of Bidder _____

Street Address _____

City/Zip Code _____

Telephone _____ No. ____

Fax No. _____

E-Mail _____

Bidders Responsibility:

A. It is the intent of Owner to Award a Contract to the low responsible Bidder. Before Award, the Bidder must meet the following Bidder responsibility criteria to be considered a responsible Bidder. The Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:

1. Have a current certificate of registration as a Contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of Bid submittal;

Contractor's State License Number: _____

2. Have a current Washington Unified Business Identifier (UBI) number;

Contractor's UBI Number: _____

3. If applicable:

- a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in Title 51 RCW;

- b. Have a Washington Employment Security Department number, as required in Title 50 RCW;

Part I - Bidding Requirements

Contractor's Washington Employment Security Department
Number _____

- c. Have a Washington Department of Revenue State excise tax registration number, as required in Title 82 RCW;

Contractor's Dept. of Revenue State Excise Tax Registration
Number: _____

4. Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3).

To: City of Burlington Public Works

Gentlemen:

This Proposal is submitted as an offer by the undersigned to enter into the Contract with the City of Burlington, hereinafter referred to as Contracting Agency, for furnishing of materials, labor, tools, equipment and services required for construction of the Directional Boring Project. Said Improvements are described in this Proposal and also by the Plans and Specifications, which are a part hereof with the same force and effect as though they were attached hereto. This offer is conditioned on the following declarations as to the acts, intentions and understanding of the undersigned and the agreement of the Contracting Agency to the terms and prices herein submitted.

Prices for this Proposal are listed in the Schedule of Prices for Directional Boring Project. The basis of Award will be based on the total cumulative Bid.

1. All of the Plans and Specifications have been examined by the undersigned and their terms and conditions are hereby accepted.

2. It is understood that the Plans and Specifications may be supplemented by additional Plans and/or Specifications and it is agreed that such supplemental Plans and Specifications, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if completed and attached hereto and that when received they will be considered a part of the Contract Documents.

3. It is understood that all the Work will be performed under a lump sum or unit price and that for said lump sum or unit price, all services, materials, labor, equipment and all Work necessary to complete the project in accordance with the Specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the Contract submitted herein are approximate only and payment shall be made on the unit prices named for the actual

Part I – Bidding Requirements

quantities incorporated in the completed Work. Actual quantities may vary significantly from those appearing in the price schedule. If there shall be an increase in the amount of the Work covered by the lump sum price, it shall be computed on a basis of "extra Work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Contracting Agency. Furthermore, it is understood that any estimate with respect to time, materials, equipment or service which may appear on the Plans or in the Specifications, is for the sole purpose of assisting the undersigned in checking their own independent calculations and at no time shall the undersigned attempt to hold the Contracting Agency, the Engineer or any other person, firm or corporation, responsible for any errors or omissions that may appear in any estimate.

4. The undersigned will furnish the bonds required by the Specifications and comply with all the laws of the Federal Government, State of Washington and the Contracting Agency which are pertinent to construction Contracts of this nature even though such laws or municipal ordinances may not have been quoted or referred to in these Specifications.

5. The cash, certified check or bid bond accompanying this Proposal shall be forfeited to the Contracting Agency to the extent of 5 percent of the amount of the Bid in case this Proposal is accepted by the Contracting Agency and the undersigned shall fail or refuse to execute the Contract and furnish the bonds as required by the Specifications within the time limit named therein after notification that said Proposal and the Plans and Specifications which are a part hereof have been accepted, all in accordance with the provisions of this Proposal.

6. It is understood that a unit or lump sum price must be provided for each item of each schedule. The extensions in the column headed "Total Price" are made for the sole purpose of facilitating comparison of the Bids. If there are any discrepancies between the unit or lump sum price and the extensions, the unit or lump sum price shall govern. The undersigned acknowledges that they have filled out all required forms in their entirety and accepts the sole responsibility for their accuracy and completion.

7. The undersigned agrees that the "Time of Completion:" shall be as herein defined or referenced in the documents entitled Instructions to Bidders, Contract Documents and Specifications and that they will complete the Work within the specified period of time after "Notice to Proceed" has been issued by the Contracting Agency.

Bidder further agrees to pay as liquidated damages, for the failure to complete the Contract on time that which is specified in Section 1-08.9 of the Washington State Department of Transportation 2016 Standard Specifications for Road, Bridge and Municipal Construction.

8. The undersigned proposes to furnish all labor, materials, equipment and services for road improvements for the above listed lump sum or unit prices as applicable. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance and all other incidental expenses, including use taxes, to cover the finished Work of the several kinds called for.

Part I - Bidding Requirements

9. The undersigned, as Bidder, acknowledges that Addenda Numbers _____ to _____ have been delivered to them and have been examined as part of the Contract Documents.

(Firm Name of Bidder)

(Corporate Seal)

(Signature of Bidder)

(State of Incorporation, if incorporated)

Dated at _____ this _____ day of _____, 2017.

- NOTE:
1. If the Bidder is a co-partnership, so state, giving firm name under which business is transacted.
 2. If the Bidder is a corporation, this Proposal must be executed by its duly authorized official(s).

Schedule of Prices

Item No.	Spec. Section	Description	Est. Qty.	Unit	Unit Price	Amount
1	7-01	Directional Boring of 2-2" HDPE Conduits	8500	LF	\$	\$
2	7-01	Synertec Vaults	31	EA	\$	\$
3	1-04.4	Minor Changes	1	FA	\$15,000	\$15,000

SUBTOTAL \$ _____
 SALES TAX @ 8.5% \$ _____
 TOTAL \$ _____

SURETY BID BOND FORM

Herewith find deposit in the form of a money order, cashier's check, cash or Surety Bid Bond in _____ the amount of _____ which amount is not less than five percent of the total Bid.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____, as Principal,

and _____, as Surety, are held and firmly bound unto City of Burlington as Obligee, in the penal sum of five percent of the attached Bid, 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 construction of the Directional Boring Project, herein referred to as the Project, according to the terms of the Proposal or Bid made by the Principal therefore, 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 the 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 _____, 2017.

Principal: _____

Surety: _____

Date: _____

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.

CERTIFICATE OF REGISTRATION AS A CONTRACTOR

**NOTE: THIS FORM MUST BE INSERTED BY THE
CONTRACTOR AND INCLUDED WITH THE PROPOSAL**

STATEMENT OF BIDDER'S QUALIFICATIONS

Each Contractor Bidding on Work included in these Contract Documents shall prepare and submit the following data:

1. Firm Name of Bidder _____
2. Business Address _____
3. How many years have you been engaged in the contracting business under the present firm name? _____
4. Contracts now in hand. _____
5. General character of Work performed by your Company _____

6. List five similar projects constructed during the last 5 years and the Contract amount.
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
7. List your major equipment that you plan to use on this project and note the times, which are owned by your company. _____

8. Bank References. _____

Part I – Bidding Requirements

9. State of Washington Contractor's Registration No. _____
10. Department of Labor and Industries Workmen's Comp. No. _____
11. Have you changed bonding companies within the last three years? _____
Please list previous bonding companies. _____
12. Have you ever been sued by the Contracting Agency of a municipal Public Works project on which you were the Prime Contractor? _____
13. Please give the names and titles for the project superintendents that you plan to employ for this project. Indicate how many years they have worked for your company. _____

14. This Contract may require electrical work. If your firm will **not** be doing the electrical work, list the subcontractor that will be performing the electrical work.

Electrical Subcontractor Name:

(Firm Name of Bidder)

(Signature of Bidder)

(Title)

(Telephone Number)

NOTE: THIS FORM MUST BE COMPETED AND INCLUDED WITH THE PROPOSAL

NON-COLLUSION AFFIDAVIT

I, by signing this Proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has/have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Bidding in connection with the project for which this Proposal is submitted.
2. That by signing the signature page of this Proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report Bid rigging activities, call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operate the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible Bid rigging, Bidder collusion, or other fraudulent activities should call the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate Highway construction Contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

MUST ACCOMPANY EACH BID

PART II
CONTRACT FORMS

CONTRACT

THIS AGREEMENT AND CONTRACT (two copies of which) made and entered into at Burlington, Washington, this _____ Burlington, hereinafter called the "Contracting Agency", and _____, hereinafter 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 for the Directional Boring Project in accordance with the Proposal filed by the

CONTRACTOR on the _____ day of _____, 2017, and as described in the attached Plans and Specifications and the 2016 Standard Specifications for Road, Bridge, and Municipal Construction, prepared by the Washington State Department of Transportation and amendments thereto, which are by this reference, incorporated herein and made a part hereof, and shall perform any alterations in, or additions to, the Work provided under this Contract and every part thereof.

Contract shall be executed within ten (10) days after the notification of Award and the Contract time shall commence within ten (10) days after the Contracting Agency issues the Notice to Proceed.

Work shall be completed within 40 **working** days after the date on the Notice to Proceed.

If said Work is not completed within the time specified, the CONTRACTOR agrees to pay to City of Burlington, liquidated damages as specified in Section 1-08.9 of the Washington State Department of Transportation 2016 Standard Specifications for Road, Bridge and Municipal Construction for each working day said Work remains uncompleted after expiration of the specified Contract time.

The CONTRACTOR shall provide and bear the expense of all equipment, Work, and labor of any sort whatsoever that may be required for transfer of materials and for constructing and completing the Work provided for in this Contract and every part thereof.

II. City of Burlington, hereby promises and agrees with the CONTRACTOR to employ and does employ, the CONTRACTOR to provide the materials and to do and cause to be done the above-described Work and to complete and finish the same according to the attached Plans and Specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached Specifications and the aforesaid Proposal hereto attached, at the time and in the manner and upon the conditions provided for

Part II – Contract Form

in this Contract.

III. The CONTRACTOR for itself, and for their 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 City of Burlington, by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

City of Burlington

By: _____

CONTRACTOR:

(Signature of Contractor) Title

Corporate Seal of Contractor

Countersigned

this _____ day of _____, 2017.

ATTEST:

**PERFORMANCE BOND
to CITY OF BURLINGTON, WA**

Bond No. _____

The **CITY OF BURLINGTON**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as Culvert Replacement and Overlay Project in Burlington, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

City Attorney, City of Burlington

Date

**PUBLIC WORKS PAYMENT BOND
to CITY OF BURLINGTON, WA**

Bond No. _____

The **CITY OF BURLINGTON**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as a Culvert Replacement and Overlay Project in Burlington, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

City Attorney, City of Burlington

Date

**STATE OF WASHINGTON
PREVAILING WAGE
REQUIREMENTS**

Before any payment is made by the Local Government Body of any sums due under this Contract, the Local Government Body must receive from the Contractor and each Subcontractor, a copy of the "Statement of Intent to Pay Prevailing Wages" approved by the Washington State Department of Labor and Industries. Also following the acceptance of the project, the Local Government must receive from the Contractor and each Subcontractor, a copy of "Affidavit of Wages Paid" and in addition, from the Prime Contractor a copy of "Release for the Protection of Property Contracting Agencies and General Contractor" all approved by the State Department of Labor and Industries. Forms may be obtained from the Department of Labor and Industries. The Contractor and each Subcontractor shall pay all fees associated with and make all applications directly to the Department of Labor and Industries. These affidavits will be required before any fund retained, according to the provisions of RCW 60.28.010, are released to the Contractor. Payment by the Contractor or Subcontractor of any fees shall be considered incidental to the construction and all costs shall be included in other pay items of the project.

For Contracts in excess of \$10,000, the Contractor is required to post in a conspicuous place at the job site, a copy of the "Statement of Intent to Pay Prevailing Wages" approved by the Department of Labor and Industries and the address and telephone number of the Industrial Statistician where complaints or inquires may be made. Any disputes regarding the prevailing rate of wage will be referred to the Department of Labor and Industries for arbitration.

NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION: CITY OF BURLINGTON PUBLIC WORKS

Directional Boring Project

The Contracting Agency has considered the BID submitted by you for the above-described WORK

in response to its Advertisement for Bids dated _____, and information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within 10 working days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within 10 days from the date of this Notice, said Contracting Agency will be entitled to consider all your rights arising out of the Contracting Agency's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The Contracting Agency will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Contracting Agency.

Dated this ___ day of _____, 2017.

TITLE: _____

STATEMENT OF COMPLETION

PROJECT: Directional Boring Project
Contracting Agency: City of Burlington Public Works
ENGINEER: _____
CONTRACTOR: _____
CONTRACT DATE: _____

I hereby certify that the above named project is complete and appears to be in substantial compliance with the Plans and Specifications; and I recommend that the Contracting Agency accept the project.

Respectfully submitted,

Engineer

Date

Acceptance by Contracting Agency:

City of Burlington

Date

PART III
Specifications and Appendices

INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The Work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2016 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

The Contractor shall obtain copies of these publications, at the Contractor’s own expense.

Division 1 General Requirements

1-01 Definition and Terms

1-01.3 Definitions

(January 4, 2016 APWA GSP)

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental Work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Additive

A supplemental unit of Work or group of Bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the Base Bid.

Alternate

One of two or more units of Work or groups of Bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same Work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination

Part III – Specifications & Appendices

of a Payment Bond and a Performance Bond.

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 Bid Procedures and Conditions

1-02.1 Prequalification of Bidders

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

Before Award of a Public Works Contract, a Bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible Bidder and qualified to be awarded a Public Works project.

1-02.4 Examination of Plans, Specifications and Site of Work

Section 1-02.4 is supplemented with the following:

The Bidder shall satisfy itself as to the nature and location of the Work and the general and local conditions, including but not limited to those bearing upon transportation, environmental concerns such as presence of asbestos or lead in any Structures identified for demolition, disposal, handling and storage of materials, availability of water, roads, groundwater, access to the sites, the soil conditions in all areas of the construction, coordination with other Contractors, and conflicts with pipelines, Structures and other Contractors. Information and data furnished or referred to herein is furnished for information only.

Each Bidder shall thoroughly examine and be familiar with the Contract Documents. The submission of the Proposal shall constitute an acknowledgement that the Bidder has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Bidder to receive or examine any of the Contract Documents shall in no way relieve them from any obligations with respect to their Proposal or to the Contract.

Part III – Specifications & Appendices

No claim for extra or additional compensation will be allowed which is based upon a lack of knowledge of any Contract Document, and the Contracting Agency will in no case be responsible for any loss or for unanticipated costs that may be suffered by the Contractor as a result of conditions pertaining to the Work.

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this Section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the Bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum Bid amount that could be awarded;
5. Signature of the Bidder's officer empowered to sign official statements. The signature of the person authorized to submit the Bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the Surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, Bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a Bid deposit.

1-02.9 Delivery of Proposal

Section 1-02.9 is replaced with the following:

Each Proposal shall be completely sealed in a package addressed, as required, by the official advertisement, marked with the name of the Bidder and the title of the project and must be delivered to the addressee at or before the time named in the advertisement. If forwarded by mail, the sealed envelope containing the Proposal shall be enclosed in another envelope addressed as specified in the Bid form.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 APWA GSP)

Delete this Section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and

Part III – Specifications & Appendices

2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or

supplemented package, then its Bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.13 Irregular Proposals

(January 4, 2016 APWA GSP)

Delete this Section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the Bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - l. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:

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- a. The Proposal does not include a unit price for every Bid item;
- b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
- c. Receipt of Addenda is not acknowledged;
- d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- e. If Proposal form entries are not made in ink.

1-03 Award and Execution of Contract

1-03.1 Consideration of Bids

Section 1-03.1 is supplemented with the following:

Before Award of a Public Works Contract, a Bidder must meet the following responsibility criteria to be considered a responsible Bidder and qualified to be awarded a Public Works project. The Bidder must:

- a) At the time of Bid submittal, have a certificate of registration in compliance with Chapter 18.27 RCW;
- b) Have a current State unified business identifier number;
- c) If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a State excise tax registration number as required in Title 82 RCW; and
- d) Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3).

In addition, a Bidder may be deemed not responsible and the Proposal rejected if:

- 1. More than one Proposal is submitted for the same project from a Bidder under the same or different names;
- 2. Evidence of collusion exists with any other Bidder. Participants in collusion will be restricted from submitting further Bids;
- 3. A Bidder is not prequalified for the Work or to the full extent of the Bid;
- 4. An unsatisfactory performance record exists based on past or current Contracting Agency Work;
- 5. There is uncompleted Work (Contracting Agency or otherwise) which might hinder or prevent the prompt completion of the Work Bid upon;
- 6. The Bidder failed to settle bills for labor or materials on past or current Contracts;
- 7. The Bidder has failed to complete a written public Contract or has been convicted of a crime arising from a previous public Contract;
- 8. The Bidder is unable, financially or otherwise, to perform the Work;
- 9. A Bidder is not authorized to do business in the State of Washington; or
- 10. There are any other reasons deemed proper by the Contracting Agency.

Any appeal of a determination by the Contracting Agency that a Bidder is not responsible, must be received by the Contracting Agency in writing within 48 hours of

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the Bid opening. Any potential Bidder may request that the Contracting Agency modify the supplemental criteria set forth in subsections 1 through 10, above, provided that such request must be received by the Contracting Agency at least five (5) days prior to Bid opening. In the event that the Contracting Agency shall change the supplemental criteria in response to a request to do so received from a prospective Bidder, the Contracting Agency shall issue an Addendum to the Bidding documents identifying the new criteria. If the Contracting Agency determines a Bidder to be not responsible, the Contracting Agency will provide, in writing, the reasons for the determination. The Bidder may appeal the determination within 48 hours of receiving such notification or within 48 hours of the Bid opening, whichever occurs first, by presenting additional information to the Contracting Agency. The Contracting Agency will consider the additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a Contract with any other Bidder until two (2) business days after the Bidder determined to be not responsible has received the final determination.

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this Section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful Bidder on the first business day following Award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within ten (10) calendar days after the Award Date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the Contract by the Contracting Agency, the successful Bidder shall provide any pre-Award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a Contract, no Proposal shall bind the Contracting Agency nor shall any Work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any Work begun outside such areas and for any materials ordered before the Contract is executed by the Contracting Agency.

If the Bidder experiences circumstances beyond their control that prevents return of the Contract Documents within the calendar days after the Award Date stated above, the Contracting Agency may grant up to a maximum of five (5) additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-04 Scope of the Work

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(March 13, 2012 APWA GSP)

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Revise the second paragraph to read:

Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,

1-04.4 Changes

1-04.4(1) Minor Changes

Section 1-04.4(1), including title, is revised to read as follows:

1-04.4(1) Unexpected Site Changes

Payments or credits for changes amounting to \$15,000 or less may be made under the Bid item “Minor Changes”. At the discretion of the Contracting Agency, this procedure for Unexpected Site Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes.

The Contractor will be provided a copy of the completed order for Minor Changes. The agreement for the Minor Changes will be documented by signature of the Contractor, or notation of verbal agreement. If the Contractor is in disagreement with anything required by the order for Unexpected Site Changes, the Contractor may protest the order as provided in Section 1-04.5.

Payments will be determined in accordance with Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount for “Minor Changes” in the Proposal to become a part of the total Bid by the Contractor. Credits will be determined in accordance with Section 1-09.4.

Section 1-04.12 is added as follows:

1-04.12 Contract Funding

It is anticipated that this project will be funded in part by Skagit County Economic Development Funds. Neither Skagit County nor any of its departments or employees are, or shall be, a party to this Contract or any subcontract.

1-05 Control of Work

1-05.5 Record Drawings

The Contractor shall maintain a set of Record Drawings with any Plan markups documenting locations and dimensions of constructed features to be used by the Contracting Agency to produce Record Drawings. The Record Drawings shall be kept up to date at all times during the course of construction. Results of any potholing information the Contractor performs shall be added to the Record Drawings. Upon completion of the project, one set of red-lined Record Drawings shall be provided to the Contracting Agency. Record Drawings shall be considered incidental to other items of

Work.

1-05.6 Inspection of Work and Materials

Section 1-05.6 is supplemented with the following:

Permits and approvals acquired by the Contracting Agency for construction of improvements under this Contract may require inspections by the permitting agencies. The Contractor shall allow access to the project site for all inspections and shall abide by the provisions of any permits issued for the construction of improvements under this Contract.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this Section with the following:

If the Contractor fails to remedy defective or unauthorized Work within the time specified in a written notice from the Engineer, or fails to perform any part of the Work required by the Contract Documents, the Engineer may correct and remedy such Work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized Work corrected immediately, have the rejected Work removed and replaced, or have Work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized Work, or Work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of Work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized Work.

No adjustment in Contract time or compensation will be allowed because of the delay in the performance of the Work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this Section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the Work as required.

1-05.11 Final Inspection

Delete this Section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

When the Contractor considers the Work to be Substantially Complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of Work that remain to be completed in order to reach Physical Completion. The Engineer will schedule an inspection of the Work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the Work is Substantially Complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the Work Substantially Complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying Substantial Completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the Work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach Substantial and Physical Completion of the Work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the Work Physically Complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the Work Physically Complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the Work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective Work shall be pursued vigorously, diligently, and without interruption until Physical Completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of Contract time because of a delay in the performance of the Work attributable to the exercise of the Engineer's right

hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the Work was considered Physically Complete. That date shall constitute the Physical Completion Date of the Contract, but shall not imply acceptance of the Work or that all the obligations of the Contractor under the Contract have been fulfilled.

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the Work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar Work it may be desirable for the Engineer to have the Contractor operate and test the Work for a period of time after final inspection but prior to the Physical Completion Date. Whenever items of Work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit Contract prices related to the system being tested, unless specifically set forth otherwise in the Proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the Contract.

1-07 Legal Relations and Responsibilities to the Public

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this Section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

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The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to Work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the Work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Taxes

Delete this Section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax
(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a Bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit Bid prices or other Contract amounts. In some cases, however, State retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all Contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this Contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the State, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the

street or road drainage system and power lines when such are part of the Roadway lighting system. For Work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit Bid item prices, or other Contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the Work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other Structures, upon real property. This includes, but is not limited to, the construction of streets, roads, Highways, etc., owned by the State of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For Work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full Contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit Bid item prices, or in any other Contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a Subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit Bid item prices or in any other Contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any Contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.5 Environmental Regulations

1-07.5(3) State Department of Ecology

Section 1-07.5(3) is supplemented with the following:

Protection of the Environment

No construction related activity shall contribute to the degradation of the environment, allow material to enter surface or ground waters, or allow particulate emissions to the atmosphere, which exceed State or Federal standards.

1-07.13 Contractor's Responsibility for Work

Section 1-07.13 is supplemented with the following:

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Safety

The Contractor shall be responsible for compliance with all Federal, State and Local Construction Safety Standards.

Contractor's Responsibility

It is understood that the Plans, Specifications and standard details do not claim to control the method of performing the Work, but only the requirements as to the nature of the completed Work. The Contractor assumes the entire responsibility for the method of performing and installing the Work. Suggestions as to the method included in the Plans and Special Provisions shall be deemed advisory only; and the feasibility of such methods, or the lack thereof, shall not affect the Contractor's liability or status as an independent Contractor under this Contract.

The Contractor shall be responsible for obtaining temporary utility services (i.e. power, water, etc.) for construction activities. This includes any fees and applications which may be associated with said temporary utility service.

The Contracting Agency provides no specific staging area. The Contractor shall be responsible for detaining, staging, and storage areas.

THE CONTRACTOR SHALL UTILIZE THE ONE-CALL UTILITY LOCATE SERVICE FOR UNDERGROUND UTILITY IDENTIFICATION A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATION.

1-07.15 Temporary Water Pollution/Erosion Control

Section 1-07.15 is supplemented with the following:

The Contractor shall be responsible for providing all labor, equipment, and materials necessary to prevent and control water pollution or erosion within the project in accordance with the requirements of the Surface Water Pollution Prevention Plan (SWPPP) and these Contract Documents. This includes, but is not limited to, maintaining the Roadway clear of dirt and mud, preventing silty runoff from entering the storm drain systems, streams, or adjacent properties, and dust control. These conditions apply to areas within the project limits as well as material disposal areas.

The Contractor shall be responsible for obtaining and complying with any permits that may be necessary, as well as compliance with all Local, State, and Federal laws pertaining to discharge (project area runoff and dewatering operations).

1-07.16 Protection and Restoration of Property

1-07.16(1) Private/Public Property

Section 1-07.16(1) is supplemented with the following:

Any trees flagged by the Engineer as trees to remain shall be undamaged by the Contractor's operations. Any trees damaged or destroyed shall be replaced by the Contractor with material of equal quality at no additional cost to the Contracting Agency.

Any damage to PUD facilities by the Contractor will be repaired by PUD. Costs for the repair work shall be borne by the Contractor.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007 WSDOT GSP)

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

Cascade Natural Gas Corporation

1520 S. 2nd St.
Mount Vernon, WA 98273
Attn: Jim Hobbs
Phone: 360-336-3876 (Desk)
360-941-499 (Cell)
360-941-500 james.hobbs@cngc.com

Puget Sound Energy

1329 State Street
Bellingham, WA. 98225
Attn: Steve Schleer
Phone: 425-882-4643

Skagit County P.U.D. No. 1

Contract Person: Michael Demers
1415 Freeway Drive
Mount Vernon, WA 98273
Phone: 360 848-2157
Fax: 360 424-8764
demers@skagitpud.org

Comcast

Contact Persons: Bill Inama
Jacob Friedman
400 Sequoia Drive
Bellingham, WA 98226
Phone: 360-815-6354
253-405-2751

Frontier

Contact Person: Bret Murdock
Northwest Region, Engineering Building
595 Pease Road
Burlington, WA 98233
Phone: 425-417-7085
bret.t.murdock@fr.com

1-07.18 Insurance

(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of Section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

Part III – Specifications & Appendices

- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion Date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. The Contractor shall not begin Work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of Contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

Part III – Specifications & Appendices

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to Section 1-

07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in Section 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in Section 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in Section 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the Work. Failure of the Contracting Agency to demand such verification of coverage with these insurance requirements or failure of the Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in Section 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the Work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent Contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured Contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. The Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the Work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000 Combined single limit each accident

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

1-07.23 Public Convenience and Safety

The Contractor is responsible for providing all labor and materials for traffic control and shall comply with the 2009 Edition of Manual of Uniform Traffic Control Devices, Part VI, and applicable WSDOT Standard Plans.

1-07.23(1) Construction Under Traffic

Section 1-07.23(1) is supplemented with the following:

(January 2, 2012 WSDOT GSP)

Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those Work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other Contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected.

During actual hours of Work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the Shoulder of the Roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

Lane closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or

Part III – Specifications & Appendices

Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.

3. After 5:00pm on the day prior to a holiday or holiday weekend, and
4. Before 7:00am on the day after the holiday or holiday weekend.

1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this Section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

1-08 Prosecution and Progress

1-08 Prosecution and Progress

Add the following new Section:

5

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new Section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the Work, a Preconstruction Conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the Preconstruction Conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the Work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the Work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the Work.

The Contractor shall prepare and submit at the Preconstruction Conference the following:

Part III – Specifications & Appendices

1. Drilling operations;
2. A preliminary schedule and work plan; and
3. A list of materials used for project.

Add the following new Section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the Preconstruction Conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the Preconstruction Conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than (1) day prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing.

1-08.4 Prosecution of Work

1-08.4 Notice to Proceed and Prosecution of Work
(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the Contract has been executed and the Contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the Work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the Work to the Physical Completion Date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the Work within the time(s) specified in the Contract.

When shown in the Plans, the first order of Work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the Roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with Section 1-10.1(2). Upon construction of the fencing, the Contractor shall request the

Part III - Specifications & Appendices

Engineer to inspect the fence. No other Work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion

(August 14, 2013 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the Contract as it occurs, until the Contract Work is Physically Complete. If Substantial Completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the Contract the week before; (2) specified for the Physical Completion of the Contract; and (3) remaining for the Physical Completion of the Contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to Work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical Work on the project must be complete; and
2. The Contractor must furnish all documentation required by the Contract and required by law, to allow the Contracting Agency to process Final Acceptance of the Contract. The following documents must be received by the Project Engineer prior to establishing a Completion Date:
 - a. Certified Payrolls
 - b. Material Acceptance Certification Documents
 - c. Final Contract Voucher Certification
 - d. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors

Section 1-08.5 is supplemented with the following:

(March 13, 1995 WSDOT GSP)

This project shall be physically completed within 40 working days.

1-08.9 Liquidated Damages

(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09 Measurement and Payment

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this Section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common Proposal for Bidders. All such dollar amounts are to become a part of Contractor's total Bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of Work will correspond with those estimates. Payment will be made on the basis of the amount of Work actually authorized by Engineer.

1-09.9 Payments

(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

Progress payments for completed Work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the Preconstruction Conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the Work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the Work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of Work completed multiplied by the unit price.
2. Materials on Hand — 100 percent of invoiced cost of material delivered to job site or other storage area approved by the Engineer.
3. Change Orders — entitlement for approved extra cost or completed extra Work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for Work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any Work has been satisfactorily completed. The determination of payments under the Contract will be final in accordance with Section 1-05.1.

1-10 Temporary Traffic Control

1-10.2 Traffic Control Management

1-10.2(2) Traffic Control Plans

Section 1-10.2(2) is replaced with the following:

Cost for traffic control shall be incidental to the project and included within the contractor's price for directional boring. The Contractor shall submit Traffic Control Plans to the Contracting Agency for review and approval prior to the start of construction and at any time during the life of the Contract as needed.

END OF DIVISION 1

Division 7 Drainage Structures and Conduits

7-01 Directional Boring

7-01.1 Description

Where shown in the Plans, the Contractor shall install two, 2-inch conduits by directional bore method and associated vaults. Directional Boring is a trenchless method for installing a product pipe. It is a multi-stage process consisting of site preparation, equipment setup, pilot bore, product pipe pulling through directional bore, and site restoration. Alignment of bore is accomplished by proper orientation of drill bit head. Orientation and tracking of drill bit is determined by using an acceptable tracking system from transmitter located within drill bit head. No moles, pipe bursting, open trenching or similar are permitted.

7-02 General Pipe Installation Requirements

7-02.1 Construction Requirements

Prior to beginning work, contractor shall submit a work plan detailing the procedure and schedule to execute the project. Conduit shall be placed at a minimum depth of 24 inches and no deeper than 48 inches. Tenable mule tape shall be placed within conduit.

7-03 Pipe and Vault Materials

7-03.1 Conduit

Conduit shall be rolled HDPE 2" diameter, Schedule 40, UL listed. ASTM D 2447 ASTM D 3350 ASTM F714 or approved equal by City Engineer.

7-03.1 Vaults

Vaults shall be Synertec 1730 or approved equal, stenciled onto cover, "COB Fiber Optic." Depth of vault shall be 24" and installed according to WSDOT Standard Specification (minimum 6-inches of 5/8" minus quarry rock).

7-03.4 Measurement and Payment

Vaults shall be measured and paid by "each". Installation of two, 2-inch conduits shall be measured and paid by "lineal feet". Both conduits shall be measured as one for payment.

END OF DIVISION 7

APPENDIX A

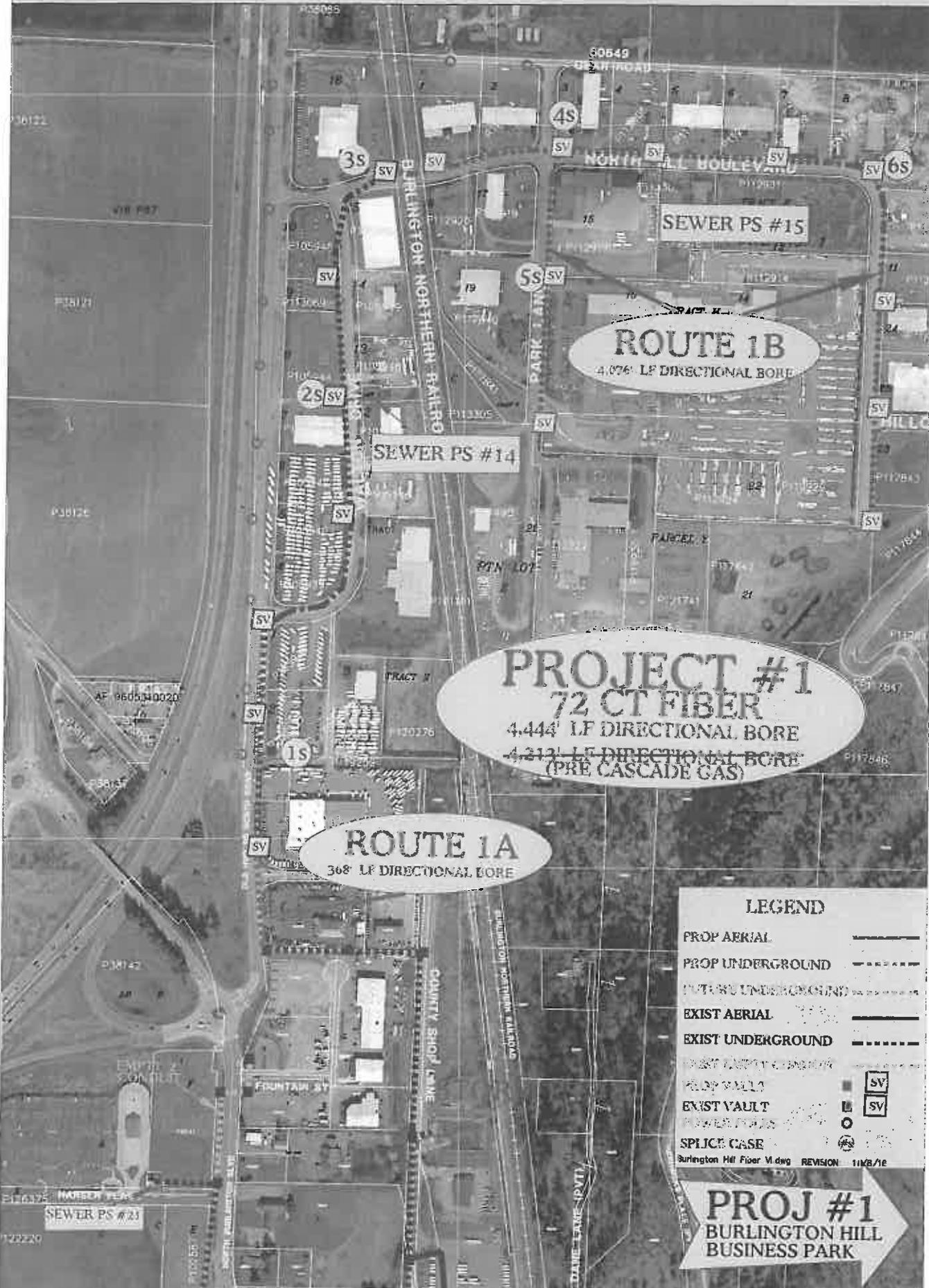
PLANS

P R O J E C T	LOCATION	LF DIRECTIONAL BORE	LF EXIST CONDUIT	VAULTS
2A	George Hopper Business Park	5,825		23
4A	Goldenrod Andis to Stevens	550		1
4B	Fisher Lane	751		3
5	Goldenrod George Hopper to Stevens	987	1,525	4
1A	Old 99 Trunk Extention	368	0	0

Project is directional bore only; fiber shown on plans is informational only.

Refer to Proposed (Prop.) Underground - red dotted line on plans.

BURLINGTON HILL BUSINESS PARK FIBER ROUTE



LEGEND

PROP AERIAL	———
PROP UNDERGROUND	-----
EXIST AERIAL	———
EXIST UNDERGROUND	-----
PROJ WALLS	■ SV
EXIST VAULT	■ SV
SPLICE CASE	○

Burlington Hill Fiber M.dwg REVISION 11/18/16

PROJ #1
BURLINGTON HILL
BUSINESS PARK

Burlington FIBER is now available for YOUR BUSINESS!

K:\Grants\Fiber Staight County .06\Fiber Grant Exhibits\Route 6 G Hopper Bus Pk P2 Project 2A
 Project 2A 11-18-16.snag

**PROJECT # 2
 GEORGE HOPPER
 BUSINESS PARK**
 5,825 LF DIRECTIONAL BORE
 487 LF Aerial (Hvld & Post)
 Slack 14X50 = 700'
 Slack 5X100 = 500'
36 CT FIBER

EXIST
 VAULT

EXIST
 TRAFFIC
 CABINET

EXIST
 L2CT &
 SLACK
 LOOP

AERIAL
 TO EXIST
 288CT
 SPLICE
 CASE 950
 LF W/1
 100'
 LOOPS

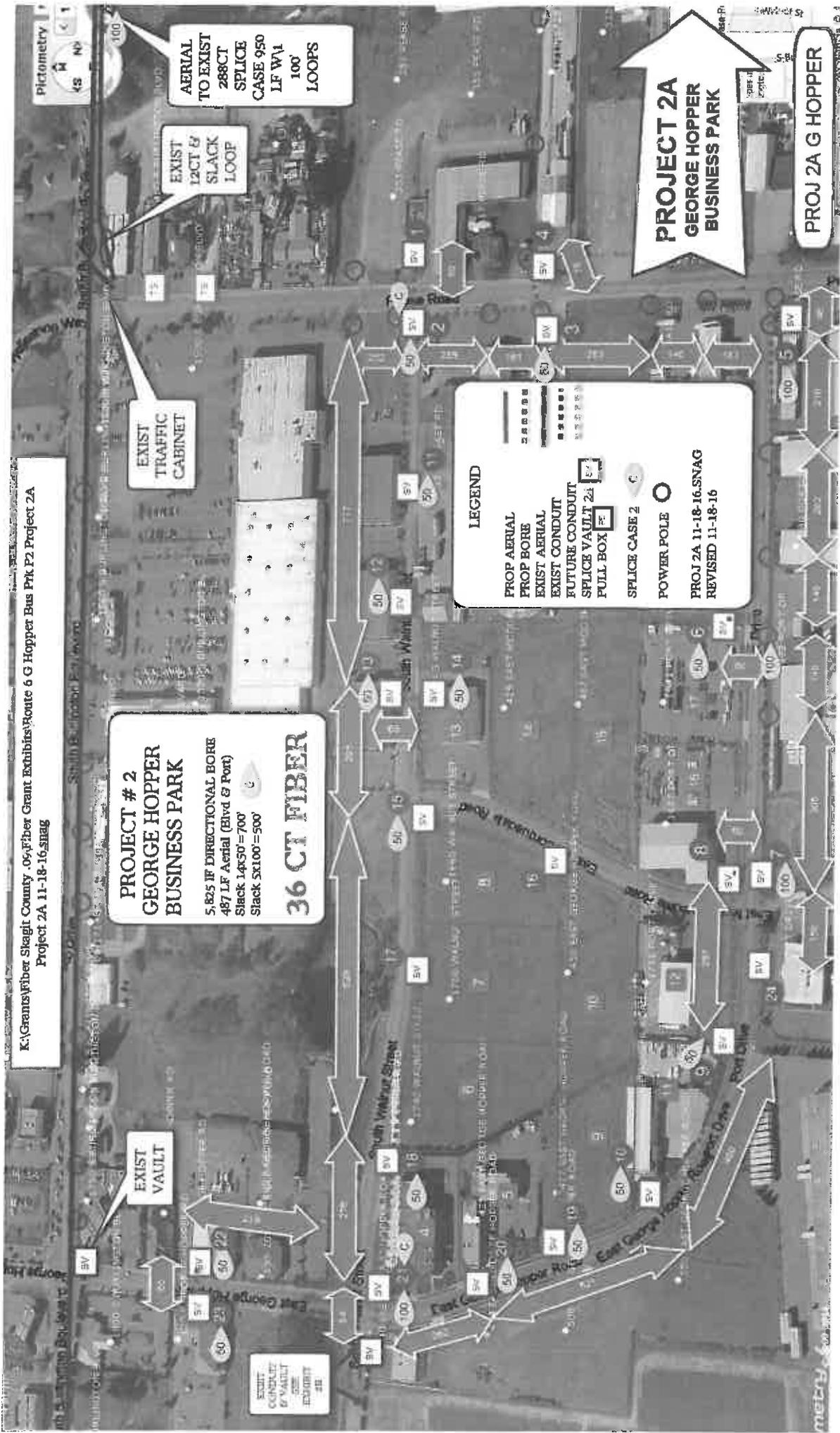
LEGEND

- PROP AERIAL
- PROP BORE
- EXIST AERIAL
- EXIST CONDUIT
- FUTURE CONDUIT
- SPLICE VAULT 2x4 5'7"
- FULL BOX
- SPLICE CASE 2
- POWER POLE

PROJ 2A 11-18-16.SNAG
 REVISED 11-18-16

**PROJECT 2A
 GEORGE HOPPER
 BUSINESS PARK**

PROJ 2A G HOPPER





PROJECT #4A
GOLDENROD
ANDIS TO STEVENS
 1,100 LF AERIAL
 200 LFP (1.25% = 250)
 50 SLACK (3 X 60 = 150)
 560 LF DIRECTIONAL BORE

- POLE #S**
- 1) 453769 163419
 - 2) 453741 163420
 - 3) 453713 163420
 - 4) 453693 163420
 - 5) 453664 163421
 - 6) 453650 163433

36 CT FIBER

GOLDENROD RD

EXIST 36 CT FIBER

EXIST CONDUIT ONLY

PROJECT #4A
GOLDENROD
ANDIS TO STEVENS

CASCADE MALL

K:\Grants\Fiber Shaght county 09\Fiber Grant Exhibits\Route 5a Goldenrod Andis Stevens P4
 PROJ 4A 11-16-16 SNAG

W. STEVEN RD

PS#13

BOUSLOG RD

FISHER LN

LEGEND

- PROP AERIAL
- PROP BORE
- EXIST AERIAL
- EXIST UNDERGROUND
- EXIST VAULT
- EXIST PULL BOX
- POWER POLE
- EX SPlice CASE
- SLACK LOOP

PROJ 4A 11-16-16 SNAG
 REVISED 11-16-16

EXIST 144 CT FIBER

I-5

2

3

4

5

6

1

1

1

1



PROJECT #4B

FISHER LANE
GOLDENROD TO BOUSLOG
100' SLACK (1 X 100 = 100)
50' SLACK (2 X 50 = 100)
751 LF DIRECTIONAL BORE

36 CT FIBER

LEGEND

AERIAL

DIRECT BORE

EXIST AERIAL

EXIST UNDERGROUND

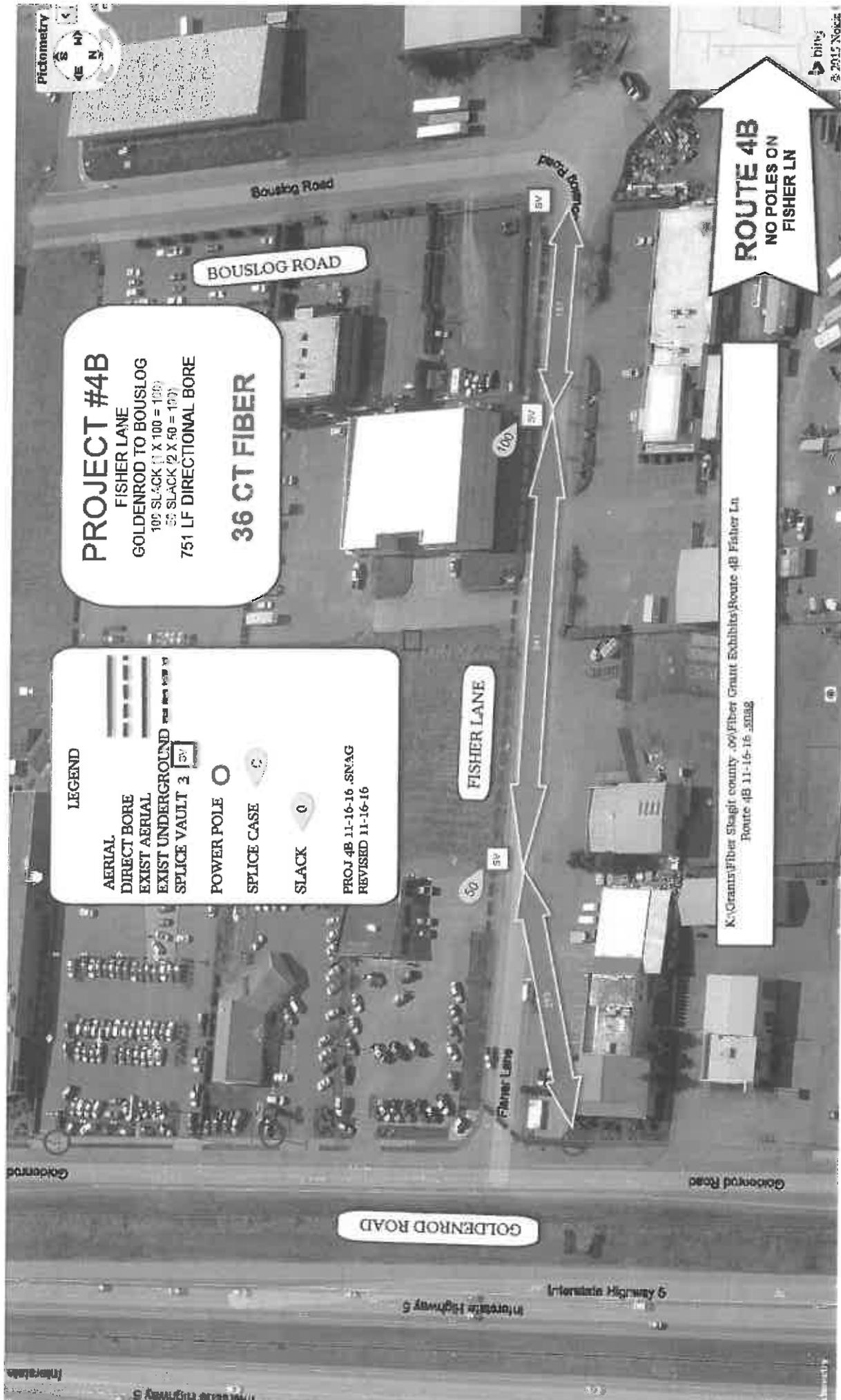
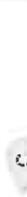
SPLICE VAULT 3

POWER POLE

SPLICE CASE

SLACK

PROJ 4B 11-16-16 .SNAG
REVISED 11-16-16



K:\Grants\Fiber Slaght county .00\Fiber Grant Exhibits\Route 4B Fisher Ln
Route 4B 11-16-16 .snag

GOLDENROD ROAD

BOUSLOG ROAD

FISHER LANE

ROUTE 4B
NO POLES ON
FISHER LN

Goldenrod

Goldenrod Road

Historic Highway 5

PROJECT #5

GOLDENROD
GEORGE HOPPER TO STEVENS
1,035 LF AERIAL
200 LOOP (1 X 200 = 200)
50 SLACK (5 X 50 = 250)
987 LF DIRECTIONAL BORE

36 CT FIBER

LEGEND

- AERIAL
- DIRECT BORE
- EXIST AERIAL
- EXIST UNDERGROUND
- SPLICE VAULT REPLACE 4
- EXIST FULL BOX 8
- POWER POLE 1
- SPLICE CASE C
- SLACK 0
- SLACK LOOP
- STREET LIGHT

PROJ 5 12-14-16 .SNAG
REVISED 12-14-16

GOLDENROD ROAD

PROJECT
GOLDENROD C
HOPPER TO ST

APPENDIX B

WSDOT STANDARD PLANS

LONGITUDINAL BUFFER SPACE = L

POSTED SPEED (MPH)	25	30	35	40	45	50	55	60
LENGTH L (FEET)	166	200	250	300	360	428	459	570

BUFFER DATA

VEHICLE TYPE	LOADED WEIGHT
4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC.	MINIMUM HEIGHT: 16,000 LBS. (MAXIMUM WEIGHT SHALL BE AS INDICATED BY MANUFACTURER RECOMMENDATION)
◇	ROLL AHEAD STOPPING DISTANCE = 30 FEET MIN. (DRY PAVEMENT ASSUMED)

MINIMUM TAPER LENGTH = L (FEET)

LANE WIDTH (FEET)	25	30	35	40	45	50	55	60
POSTED SPEED (MPH)	105	160	205	270	450	500	550	-
POSTED SPEED (MPH)	11	115	165	225	264	485	550	605
POSTED SPEED (MPH)	12	125	160	245	320	540	600	720

CHANNELIZING DEVICE SPACING

POSTED SPEED (MPH)	IN TAPER (FEET)	IN TANGENT (FEET)
55 / 60	40	80
55 / 45	30	60
25 / 30	20	40

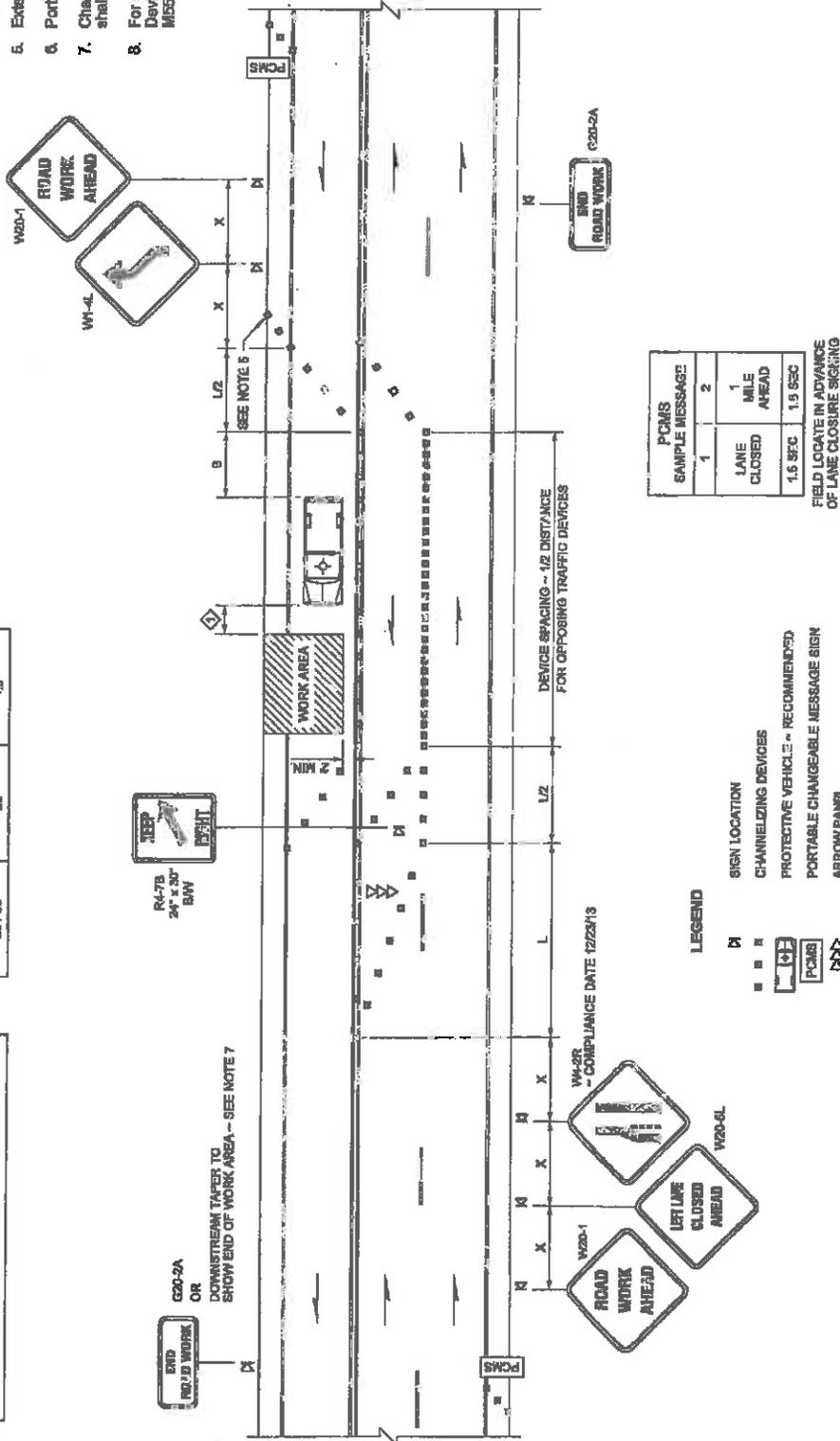
SIGN SPACING = X (1)

RURAL HIGHWAY	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	800' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	300' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)

(1) ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS, DRIVEWAYS.
(2) THIS SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

NOTES

1. A Protective Vehicle is recommended regardless if a Truck Mounted Attenuator (TMA) is available; a work vehicle may be used. When no TMA is used, the Protective Vehicle shall be strategically located to shield workers, with no specific Roll-Ahead distance.
2. Existing conflicting pavement markings that are no longer applicable shall be removed or obliterated. Temporary markings shall be used as necessary, and signs shall be post-mounted for long term projects.
3. Steady-Burn Warning Lights (Type C, MUTCD) shall be used to mark Channelizing Devices at night.
4. For speed limits of 30 mph or less, sign W1-3 shall be used in lieu of sign W1-4.
5. Extend device taper (L/S) across shoulder - recommended.
6. Portable Changeable Message Sign (PCMS) - recommended.
7. Channelizing Device spacing for the downstream taper option shall be 20' O.C.
8. For signs also refer to Manual on Uniform Traffic Control Devices (MUTCD) and WSDOT Sign Fabrication Manual MS5-05.



PCMS SAMPLE MESSAGE

PCMS SAMPLE MESSAGE	1	2
LANE CLOSED AHEAD	1 MILE AHEAD	1.5 SEC
LANE CLOSED AHEAD	1.5 SEC	1.5 SEC

FIELD LOCATE IN ADVANCE OF LANE CLOSURE SIGGING



LANE SHIFT
ONTO PASSING LANE
STANDARD PLAN K-22.20-01
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Pasco Bakofich III
STATE EXAMINER
Washington State Department of Transportation
DATE: **10-12-07**

FOR LOCAL AGENCY USE ONLY
NOT FOR USE ON STATE ROUTES

APPENDIX C

PREVAILING WAGES

<u>Count</u> <u>y</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Hol</u> <u>ida</u> <u>y</u>	<u>Ove</u> <u>r</u> <u>t</u> <u>i</u> <u>m</u> <u>e</u>	<u>Not</u> <u>e</u>
Skagit	<u>Asbestos Abatement</u> <u>Workers</u>	Journey Level	\$43.95	<u>5D</u>	<u>1H</u>	
Skagit	<u>Boilermakers</u>	Journey Level	\$64.29	<u>5N</u>	<u>1C</u>	
Skagit	<u>Brick Mason</u>	Journey Level	\$52.82	<u>5A</u>	<u>1M</u>	
Skagit	<u>Brick Mason</u>	Pointer-Caulker-Cleaner	\$52.82	<u>5A</u>	<u>1M</u>	
Skagit	<u>Building Service</u> <u>Employees</u>	Janitor	\$10.00		<u>1</u>	
Skagit	<u>Building Service</u> <u>Employees</u>	Shampooer	\$9.47		<u>1</u>	
Skagit	<u>Building Service</u> <u>Employees</u>	Waxer	\$9.47		<u>1</u>	
Skagit	<u>Building Service</u> <u>Employees</u>	Window Cleaner	\$9.47		<u>1</u>	
Skagit	<u>Cabinet Makers (In</u> <u>Shop)</u>	Journey Level	\$18.85		<u>1</u>	
Skagit	<u>Carpenters</u>	Acoustical Worker	\$54.02	<u>5D</u>	<u>4C</u>	
Skagit	<u>Carpenters</u>	Bridge, Dock And Wharf Carpenters	\$54.02	<u>5D</u>	<u>4C</u>	
Skagit	<u>Carpenters</u>	Carpenter	\$54.02	<u>5D</u>	<u>4C</u>	
Skagit	<u>Carpenters</u>	Carpenters on Stationary Tools	\$54.15	<u>5D</u>	<u>4C</u>	
Skagit	<u>Carpenters</u>	Creosoted Material	\$54.12	<u>5D</u>	<u>4C</u>	
Skagit	<u>Carpenters</u>	Floor Finisher	\$54.02	<u>5D</u>	<u>4C</u>	
Skagit	<u>Carpenters</u>	Floor Layer	\$54.02	<u>5D</u>	<u>4C</u>	
Skagit	<u>Carpenters</u>	Scaffold Erector	\$54.02	<u>5D</u>	<u>4C</u>	
Skagit	<u>Cement Masons</u>	Journey Level	\$53.95	<u>7A</u>	<u>1M</u>	
Skagit	<u>Divers & Tenders</u>	Diver	\$107.22	<u>5D</u>	<u>4C</u>	<u>8A</u>
Skagit	<u>Divers & Tenders</u>	Diver On Standby	\$64.42	<u>5D</u>	<u>4C</u>	
Skagit	<u>Divers & Tenders</u>	Diver Tender	\$58.33	<u>5D</u>	<u>4C</u>	
Skagit	<u>Divers & Tenders</u>	Surface Rcv & Rov Operator	\$58.33	<u>5D</u>	<u>4C</u>	
Skagit	<u>Divers & Tenders</u>	Surface Rcv & Rov Operator Tender	\$54.27	<u>5A</u>	<u>4C</u>	
Skagit	<u>Dredge Workers</u>	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>	
Skagit	<u>Dredge Workers</u>	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>	
Skagit	<u>Dredge Workers</u>	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>	
Skagit	<u>Dredge Workers</u>	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>	
Skagit	<u>Dredge Workers</u>	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>	
Skagit	<u>Dredge Workers</u>	Mates	\$56.44	<u>5D</u>	<u>3F</u>	

Skagit	<u>Dredge Workers</u>	Oiler	\$56.00	<u>5D</u>	<u>3F</u>	
Skagit	<u>Drywall Applicator</u>	Journey Level	\$54.02	<u>5D</u>	<u>1H</u>	
Skagit	<u>Drywall Tapers</u>	Journey Level	\$54.07	<u>5P</u>	<u>1E</u>	
Skagit	<u>Electrical Fixture Maintenance Workers</u>	Journey Level	\$21.48		<u>1</u>	
Skagit	<u>Electricians - Inside</u>	Cable Splicer	\$63.94	<u>7H</u>	<u>1E</u>	
Skagit	<u>Electricians - Inside</u>	Construction Stock Person	\$31.71	<u>7H</u>	<u>1D</u>	
Skagit	<u>Electricians - Inside</u>	Journey Level	\$59.69	<u>7H</u>	<u>1E</u>	
Skagit	<u>Electricians - Motor Shop</u>	Craftsman	\$15.37		<u>1</u>	
Skagit	<u>Electricians - Motor Shop</u>	Journey Level	\$14.69		<u>1</u>	
Skagit	<u>Electricians - Powerline Construction</u>	Cable Splicer	\$74.92	<u>5A</u>	<u>4D</u>	
Skagit	<u>Electricians - Powerline Construction</u>	Certified Line Welder	\$65.71	<u>5A</u>	<u>4D</u>	
Skagit	<u>Electricians - Powerline Construction</u>	Groundperson	\$44.12	<u>5A</u>	<u>4D</u>	
Skagit	<u>Electricians - Powerline Construction</u>	Heavy Line Equipment Operator	\$65.71	<u>5A</u>	<u>4D</u>	
Skagit	<u>Electricians - Powerline Construction</u>	Journey Level Lineperson	\$65.71	<u>5A</u>	<u>4D</u>	
Skagit	<u>Electricians - Powerline Construction</u>	Line Equipment Operator	\$55.34	<u>5A</u>	<u>4D</u>	
Skagit	<u>Electricians - Powerline Construction</u>	Pole Sprayer	\$65.71	<u>5A</u>	<u>4D</u>	
Skagit	<u>Electricians - Powerline Construction</u>	Powderperson	\$49.16	<u>5A</u>	<u>4D</u>	
Skagit	<u>Electronic Technicians</u>	Electronic Technicians Journey Level	\$38.81	<u>5B</u>	<u>1B</u>	
Skagit	<u>Elevator Constructors</u>	Mechanic	\$85.45	<u>7D</u>	<u>4A</u>	
Skagit	<u>Elevator Constructors</u>	Mechanic In Charge	\$92.35	<u>7D</u>	<u>4A</u>	
Skagit	<u>Fabricated Precast Concrete Products</u>	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>	
Skagit	<u>Fence Erectors</u>	Fence Erector	\$12.00		<u>1</u>	

Skagit	<u>Flaggers</u>	Journey Level	\$37.26	<u>7A</u>	<u>3I</u>	
Skagit	<u>Glaziers</u>	Journey Level	\$56.16	<u>7L</u>	<u>1Y</u>	
Skagit	<u>Heat & Frost Insulators And Asbestos Workers</u>	Journeyman	\$63.18	<u>5J</u>	<u>1S</u>	
Skagit	<u>Heating Equipment Mechanics</u>	Mechanic	\$59.42	<u>7F</u>	<u>1E</u>	
Skagit	<u>Hod Carriers & Mason Tenders</u>	Journey Level	\$45.32	<u>7A</u>	<u>3I</u>	
Skagit	<u>Industrial Power Vacuum Cleaner</u>	Journey Level	\$9.47		<u>1</u>	
Skagit	<u>Inland Boatmen</u>	Boat Operator	\$56.78	<u>5B</u>	<u>1K</u>	
Skagit	<u>Inland Boatmen</u>	Cook	\$53.30	<u>5B</u>	<u>1K</u>	
Skagit	<u>Inland Boatmen</u>	Deckhand	\$53.30	<u>5B</u>	<u>1K</u>	
Skagit	<u>Inland Boatmen</u>	Deckhand Engineer	\$54.32	<u>5B</u>	<u>1K</u>	
Skagit	<u>Inland Boatmen</u>	Launch Operator	\$55.57	<u>5B</u>	<u>1K</u>	
Skagit	<u>Inland Boatmen</u>	Mate	\$55.57	<u>5B</u>	<u>1K</u>	
Skagit	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Cleaner Operator, Foamer Operator	\$9.73		<u>1</u>	
Skagit	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Grout Truck Operator	\$11.48		<u>1</u>	
Skagit	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Head Operator	\$12.78		<u>1</u>	
Skagit	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Technician	\$9.47		<u>1</u>	
Skagit	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Tv Truck Operator	\$10.53		<u>1</u>	
Skagit	<u>Insulation Applicators</u>	Journey Level	\$54.02	<u>5D</u>	<u>4C</u>	
Skagit	<u>Ironworkers</u>	Journeyman	\$63.53	<u>7N</u>	<u>1O</u>	
Skagit	<u>Laborers</u>	Air, Gas Or Electric Vibrating Screed	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Airtrac Drill Operator	\$45.32	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Ballast Regular Machine	\$43.95	<u>7A</u>	<u>3I</u>	

Skagit	<u>Laborers</u>	Batch Weighman	\$37.26	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Brick Pavers	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Brush Cutter	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Brush Hog Feeder	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Burner	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Caisson Worker	\$45.32	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Carpenter Tender	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Caulker	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Cement Dumper-paving	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Cement Finisher Tender	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Change House Or Dry Shack	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Chipping Gun (under 30 Lbs.)	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Chipping Gun(30 Lbs. And Over)	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Choker Setter	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Chuck Tender	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Clary Power Spreader	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Clean-up Laborer	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Concrete Dumper/chute Operator	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Concrete Form Stripper	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Concrete Placement Crew	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Concrete Saw Operator/core Driller	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Crusher Feeder	\$37.26	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Curing Laborer	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Demolition: Wrecking & Moving (incl. Charred Material)	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Ditch Digger	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Diver	\$45.32	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Drill Operator (hydraulic,diamond)	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Dry Stack Walls	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Dump Person	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Epoxy Technician	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Erosion Control Worker	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Faller & Bucker Chain Saw	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Fine Graders	\$43.95	<u>7A</u>	<u>3I</u>	

Skagit	<u>Laborers</u>	Firewatch	\$37.26	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Form Setter	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Gabian Basket Builders	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	General Laborer	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Grade Checker & Transit Person	\$45.32	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Grinders	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Grout Machine Tender	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Groutmen (pressure)including Post Tension Beams	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Guardrail Erector	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Hazardous Waste Worker (level A)	\$45.32	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Hazardous Waste Worker (level B)	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Hazardous Waste Worker (level C)	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	High Scaler	\$45.32	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Jackhammer	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Laserbeam Operator	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Maintenance Person	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Manhole Builder-mudman	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Material Yard Person	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Motorman-dinky Locomotive	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunit, Shotcrete, Water Bla	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Pavement Breaker	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Pilot Car	\$37.26	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Pipe Layer Lead	\$45.32	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Pipe Layer/tailor	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Pipe Pot Tender	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Pipe Reliner	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Pipe Wrapper	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Pot Tender	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Powderman	\$45.32	<u>7A</u>	<u>3I</u>	

Skagit	<u>Laborers</u>	Powderman's Helper	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Power Jacks	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Railroad Spike Puller - Power	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Raker - Asphalt	\$45.32	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Re-timberman	\$45.32	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Remote Equipment Operator	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Rigger/signal Person	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Rip Rap Person	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Rivet Buster	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Rodder	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Scaffold Erector	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Scale Person	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Sloper (over 20")	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Sloper Sprayer	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Spreader (concrete)	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Stake Hopper	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Stock Piler	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Tamper & Similar Electric, Air & Gas Operated Tools	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Tamper (multiple & Self- propelled)	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Timber Person - Sewer (lagger, Shorer & Cribber)	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Toolroom Person (at Jobsite)	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Topper	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Track Laborer	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Track Liner (power)	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Traffic Control Laborer	\$39.84	<u>7A</u>	<u>3I</u>	<u>8R</u>
Skagit	<u>Laborers</u>	Traffic Control Supervisor	\$39.84	<u>7A</u>	<u>3I</u>	<u>8R</u>
Skagit	<u>Laborers</u>	Truck Spotter	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Tugger Operator	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 0-30 psi	\$74.29	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Skagit	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$79.32	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Skagit	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$83.00	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Skagit	<u>Laborers</u>	Tunnel Work-Compressed	\$88.70	<u>7A</u>	<u>3I</u>	<u>8Q</u>

		Air Worker 54.01-60.00 psi				
Skagit	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$90.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Skagit	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$95.92	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Skagit	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$97.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Skagit	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$99.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Skagit	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$101.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Skagit	<u>Laborers</u>	Tunnel Work-Guage and Lock Tender	\$45.42	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Skagit	<u>Laborers</u>	Tunnel Work-Miner	\$45.42	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Skagit	<u>Laborers</u>	Vibrator	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Vinyl Seamer	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Watchman	\$33.86	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Welder	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Well Point Laborer	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers</u>	Window Washer/cleaner	\$33.86	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers - Underground Sewer & Water</u>	General Laborer & Topman	\$43.95	<u>7A</u>	<u>3I</u>	
Skagit	<u>Laborers - Underground Sewer & Water</u>	Pipe Layer	\$44.76	<u>7A</u>	<u>3I</u>	
Skagit	<u>Landscape Construction</u>	Irrigation Or Lawn Sprinkler Installers	\$14.15		<u>1</u>	
Skagit	<u>Landscape Construction</u>	Landscape Equipment Operators Or Truck Drivers	\$14.15		<u>1</u>	
Skagit	<u>Landscape Construction</u>	Landscaping or Planting Laborers	\$14.18		<u>1</u>	
Skagit	<u>Lathers</u>	Journey Level	\$54.02	<u>5D</u>	<u>1H</u>	
Skagit	<u>Marble Setters</u>	Journey Level	\$52.82	<u>5A</u>	<u>1M</u>	
Skagit	<u>Metal Fabrication (In Shop)</u>	Fitter	\$15.16		<u>1</u>	
Skagit	<u>Metal Fabrication (In Shop)</u>	Laborer	\$11.13		<u>1</u>	
Skagit	<u>Metal Fabrication (In Shop)</u>	Machine Operator	\$10.66		<u>1</u>	
Skagit	<u>Metal Fabrication (In Shop)</u>	Painter	\$11.41		<u>1</u>	

Skagit	<u>Metal Fabrication (In Shop)</u>	Welder	\$15.16		<u>1</u>	
Skagit	<u>Millwright</u>	Journey Level	\$38.36		<u>1</u>	
Skagit	<u>Modular Buildings</u>	Journey Level	\$9.47		<u>1</u>	
Skagit	<u>Painters</u>	Journey Level	\$39.35	<u>6Z</u>	<u>2B</u>	
Skagit	<u>Pile Driver</u>	Journey Level	\$54.27	<u>5D</u>	<u>4C</u>	
Skagit	<u>Plasterers</u>	Journey Level	\$51.68	<u>7Q</u>	<u>1R</u>	
Skagit	<u>Playground & Park Equipment Installers</u>	Journey Level	\$9.47		<u>1</u>	
Skagit	<u>Plumbers & Pipefitters</u>	Journey Level	\$65.52	<u>5A</u>	<u>1G</u>	
Skagit	<u>Power Equipment Operators</u>	Asphalt Plant Operators	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Assistant Engineer	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Barrier Machine (zipper)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Batch Plant Operator, Concrete	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Bobcat	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Brokk - Remote Demolition Equipment	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Brooms	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Bump Cutter	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Cableways	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Chipper	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Compressor	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Concrete Finish Machine - laser Screed	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Concrete Pump: Truck Mount With Boom	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Attachment Up To 42m				
Skagit	<u>Power Equipment Operators</u>	Conveyors	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Cranes Friction: 200 tons and over	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Cranes: 20 Tons Through 44 Tons With Attachments	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Cranes: A-frame - 10 Tons And Under	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Cranes: Friction cranes through 199 tons	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Crusher	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Deck Engineer/deck Winches (power)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Derricks, On Building Work	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Dozers D-9 & Under	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Drilling Machine	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Elevator And Man-lift: Permanent And Shaft Type	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment</u>	Finishing Machine, Bidwell	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<u>Operators</u>	And Gamaco & Similar Equipment				
Skagit	<u>Power Equipment Operators</u>	Forklift: 3000 Lbs And Over With Attachments	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Forklifts: Under 3000 Lbs. With Attachments	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Gradechecker/stakeman	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Guardrail Punch	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Horizontal/directional Drill Locator	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Horizontal/directional Drill Operator	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Hydralifts/boom Trucks Over 10 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Hydralifts/boom Trucks, 10 Tons And Under	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Loader, Overhead 8 Yards. & Over	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Loaders, Overhead Under 6 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Loaders, Plant Feed	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Loaders: Elevating Type Belt	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Locomotives, All	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Material Transfer Device	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Mechanics, All (leadmen - \$0.50 Per Hour Over	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Mechanic)				
Skagit	<u>Power Equipment Operators</u>	Motor Patrol Graders	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Overhead, Bridge Type: 100 Tons And Over	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Pavement Breaker	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Pile Driver (other Than Crane Mount)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Plant Oiler - Asphalt, Crusher	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Posthole Digger, Mechanical	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Power Plant	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Pumps - Water	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Quad 9, Hd 41, D10 And Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Rigger And Bellman	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Rigger/Signal Person, Bellman (Certified)	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>

Skagit	<u>Power Equipment Operators</u>	Rollagon	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Roller, Other Than Plant Mix	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Roller, Plant Mix Or Multi-lift Materials	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Roto-mill, Roto-grinder	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Saws - Concrete	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Scraper, Self Propelled Under 45 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Scrapers - Concrete & Carry All	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Scrapers, Self-propelled: 45 Yards And Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Service Engineers - Equipment	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Shotcrete/gunite Equipment	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Slipform Pavers	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Spreader, Topsider & Screedman	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Subgrader Trimmer	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Tower Bucket Elevators	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>

Skagit	<u>Power Equipment Operators</u>	Tower Crane Up To 175' In Height Base To Boom	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Tower Crane: over 175' through 250' in height, base to boom	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Tower Cranes: over 250' in height from base to boom	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Transporters, All Track Or Truck Type	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Trenching Machines	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Truck Crane Oiler/driver - 100 Tons And Over	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Truck Crane Oiler/driver Under 100 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Truck Mount Portable Conveyor	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Welder	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Wheel Tractors, Farmall Type	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators</u>	Yo Yo Pay Dozer	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Asphalt Plant Operators	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Assistant Engineer	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Barrier Machine (zipper)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Batch Plant Operator, Concrete	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bobcat	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment</u>	Brokk - Remote	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<u>Operators- Underground Sewer & Water</u>	Demolition Equipment				
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Brooms	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bump Cutter	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cableways	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Chipper	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Compressor	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Finish Machine - laser Screed	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Conveyors	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment</u>	Cranes Friction: 200 tons	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<u>Operators- Underground Sewer & Water</u>	and over				
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: 20 Tons Through 44 Tons With Attachments	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: A-frame - 10 Tons And Under	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: Friction cranes through 199 tons	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Crusher	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Deck Engineer/deck Winches (power)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment</u>	Derricks, On Building	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<u>Operators- Underground Sewer & Water</u>	Work				
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Dozers D-9 & Under	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Drilling Machine	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Elevator And Man-lift: Permanent And Shaft Type	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Forklift: 3000 Lbs And Over With Attachments	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Forklifts: Under 3000 Lbs. With Attachments	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Gradechecker/stakeman	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Guardrail Punch	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment</u>	Hard Tail End Dump	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<u>Operators- Underground Sewer & Water</u>	Articulating Off- Road Equipment 45 Yards. & Over				
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Horizontal/directional Drill Locator	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Horizontal/directional Drill Operator	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hydralifts/boom Trucks Over 10 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hydralifts/boom Trucks, 10 Tons And Under	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loader, Overhead 8 Yards. & Over	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders, Overhead Under 6 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders, Plant Feed	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders: Elevating Type Belt	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment</u>	Locomotives, All	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<u>Operators- Underground Sewer & Water</u>					
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Material Transfer Device	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Motor Patrol Graders	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Overhead, Bridge Type: 100 Tons And Over	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pavement Breaker	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment</u>	Pile Driver (other Than	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<u>Operators- Underground Sewer & Water</u>	Crane Mount)				
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Plant Oiler - Asphalt, Crusher	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Posthole Digger, Mechanical	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Power Plant	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pumps - Water	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Quad 9, Hd 41, D10 And Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rigger And Bellman	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rigger/Signal Person, Bellman (Certified)	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rollagon	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment</u>	Roller, Other Than Plant	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<u>Operators- Underground Sewer & Water</u>	Mix				
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Roller, Plant Mix Or Multi- lift Materials	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Roto-mill, Roto-grinder	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Saws - Concrete	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Scraper, Self Propelled Under 45 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Scrapers - Concrete & Carry All	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Scrapers, Self-propelled: 45 Yards And Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Service Engineers - Equipment	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shotcrete/gunite Equipment	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment</u>	Shovel, Excavator,	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<u>Operators- Underground Sewer & Water</u>	Backhoes, Tractors: 15 To 30 Metric Tons				
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Slipform Pavers	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Spreader, Topsider & Screedman	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Subgrader Trimmer	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tower Bucket Elevators	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tower Crane Up To 175' In Height Base To Boom	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tower Crane: over 175' through 250' in height, base to boom	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tower Cranes: over 250' in height from base to boom	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Transporters, All Track Or Truck Type	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment</u>	Trenching Machines	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<u>Operators- Underground Sewer & Water</u>					
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Truck Crane Oiler/driver - 100 Tons And Over	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Truck Crane Oiler/driver Under 100 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Truck Mount Portable Conveyor	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Welder	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Wheel Tractors, Farmall Type	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Equipment Operators- Underground Sewer & Water</u>	Yo Yo Pay Dozer	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Power Line Clearance Tree Trimmers</u>	Journey Level In Charge	\$45.75	<u>5A</u>	<u>4A</u>	
Skagit	<u>Power Line Clearance Tree Trimmers</u>	Spray Person	\$43.38	<u>5A</u>	<u>4A</u>	
Skagit	<u>Power Line Clearance Tree Trimmers</u>	Tree Equipment Operator	\$45.75	<u>5A</u>	<u>4A</u>	
Skagit	<u>Power Line Clearance Tree Trimmers</u>	Tree Trimmer	\$40.84	<u>5A</u>	<u>4A</u>	
Skagit	<u>Power Line Clearance Tree Trimmers</u>	Tree Trimmer Groundperson	\$30.74	<u>5A</u>	<u>4A</u>	
Skagit	<u>Refrigeration & Air Conditioning Mechanics</u>	Journey Level	\$23.95		<u>1</u>	
Skagit	<u>Residential Brick Mason</u>	Journey Level	\$25.00		<u>1</u>	
Skagit	<u>Residential Carpenters</u>	Journey Level	\$20.53		<u>1</u>	
Skagit	<u>Residential Cement</u>	Journey Level	\$16.00		<u>1</u>	

	<u>Masons</u>				
Skagit	<u>Residential Drywall Applicators</u>	Journey Level	\$40.64	<u>5D</u>	<u>4C</u>
Skagit	<u>Residential Drywall Tapers</u>	Journey Level	\$30.00		<u>1</u>
Skagit	<u>Residential Electricians</u>	JOURNEY LEVEL	\$28.93		<u>1</u>
Skagit	<u>Residential Glaziers</u>	Journey Level	\$38.40	<u>7L</u>	<u>1H</u>
Skagit	<u>Residential Insulation Applicators</u>	Journey Level	\$13.96		<u>1</u>
Skagit	<u>Residential Laborers</u>	Journey Level	\$18.46		<u>1</u>
Skagit	<u>Residential Marble Setters</u>	Journey Level	\$25.00		<u>1</u>
Skagit	<u>Residential Painters</u>	Journey Level	\$15.00		<u>1</u>
Skagit	<u>Residential Plumbers & Pipefitters</u>	Journey Level	\$40.92	<u>5A</u>	<u>1G</u>
Skagit	<u>Residential Refrigeration & Air Conditioning Mechanics</u>	Journey Level	\$37.72	<u>5A</u>	<u>1G</u>
Skagit	<u>Residential Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$20.91		<u>1</u>
Skagit	<u>Residential Soft Floor Layers</u>	Journey Level	\$23.46		<u>1</u>
Skagit	<u>Residential Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$29.76		<u>1</u>
Skagit	<u>Residential Stone Masons</u>	Journey Level	\$25.00		<u>1</u>
Skagit	<u>Residential Terrazzo Workers</u>	Journey Level	\$25.00		<u>1</u>
Skagit	<u>Residential Terrazzo/Tile Finishers</u>	Journey Level	\$27.75		<u>1</u>
Skagit	<u>Residential Tile Setters</u>	Journey Level	\$25.00		<u>1</u>
Skagit	<u>Roofers</u>	Journey Level	\$31.84		<u>1</u>
Skagit	<u>Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$59.42	<u>7F</u>	<u>1E</u>
Skagit	<u>Shipbuilding & Ship Repair</u>	Carpenter	\$21.69		<u>1</u>
Skagit	<u>Shipbuilding & Ship Repair</u>	Electrician	\$18.72		<u>1</u>

Skagit	<u>Shipbuilding & Ship Repair</u>	Heat & Frost Insulator	\$63.18	<u>5J</u>	<u>1S</u>	
Skagit	<u>Shipbuilding & Ship Repair</u>	Laborer	\$11.71		<u>1</u>	
Skagit	<u>Shipbuilding & Ship Repair</u>	Machinist	\$18.72		<u>1</u>	
Skagit	<u>Shipbuilding & Ship Repair</u>	Operator	\$18.72		<u>1</u>	
Skagit	<u>Shipbuilding & Ship Repair</u>	Painter	\$18.72		<u>1</u>	
Skagit	<u>Shipbuilding & Ship Repair</u>	Pipefitter	\$18.72		<u>1</u>	
Skagit	<u>Shipbuilding & Ship Repair</u>	Welder/burner	\$18.72		<u>1</u>	
Skagit	<u>Sign Makers & Installers (Electrical)</u>	Journey Level	\$16.03		<u>1</u>	
Skagit	<u>Sign Makers & Installers (Non-Electrical)</u>	Journey Level	\$13.28		<u>1</u>	
Skagit	<u>Soft Floor Layers</u>	Journey Level	\$44.11	<u>5A</u>	<u>3D</u>	
Skagit	<u>Solar Controls For Windows</u>	Journey Level	\$9.47		<u>1</u>	
Skagit	<u>Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$70.14	<u>5C</u>	<u>1X</u>	
Skagit	<u>Stage Rigging Mechanics (Non Structural)</u>	Journey Level	\$13.23		<u>1</u>	
Skagit	<u>Stone Masons</u>	Journey Level	\$52.82	<u>5A</u>	<u>1M</u>	
Skagit	<u>Street And Parking Lot Sweeper Workers</u>	Journey Level	\$15.00		<u>1</u>	
Skagit	<u>Surveyors</u>	Assistant Construction Site Surveyor	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Surveyors</u>	Chainman	\$55.47	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Surveyors</u>	Construction Site Surveyor	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Skagit	<u>Telecommunication Technicians</u>	Journey Level	\$27.65		<u>1</u>	
Skagit	<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$37.60	<u>5A</u>	<u>2B</u>	
Skagit	<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$20.79	<u>5A</u>	<u>2B</u>	
Skagit	<u>Telephone Line Construction - Outside</u>	Installer (Repairer)	\$36.02	<u>5A</u>	<u>2B</u>	
Skagit	<u>Telephone Line</u>	Special Aparatus Installer I	\$37.60	<u>5A</u>	<u>2B</u>	

	<u>Construction - Outside</u>					
Skagit	<u>Telephone Line Construction - Outside</u>	Special Apparatus Installer II	\$36.82	<u>5A</u>	<u>2B</u>	
Skagit	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Heavy)	\$37.60	<u>5A</u>	<u>2B</u>	
Skagit	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$34.94	<u>5A</u>	<u>2B</u>	
Skagit	<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$34.93	<u>5A</u>	<u>2B</u>	
Skagit	<u>Telephone Line Construction - Outside</u>	Television Groundperson	\$19.73	<u>5A</u>	<u>2B</u>	
Skagit	<u>Telephone Line Construction - Outside</u>	Television Lineperson/Installer	\$26.31	<u>5A</u>	<u>2B</u>	
Skagit	<u>Telephone Line Construction - Outside</u>	Television System Technician	\$31.50	<u>5A</u>	<u>2B</u>	
Skagit	<u>Telephone Line Construction - Outside</u>	Television Technician	\$28.23	<u>5A</u>	<u>2B</u>	
Skagit	<u>Telephone Line Construction - Outside</u>	Tree Trimmer	\$34.93	<u>5A</u>	<u>2B</u>	
Skagit	<u>Terrazzo Workers</u>	Journey Level	\$47.46	<u>5A</u>	<u>1M</u>	
Skagit	<u>Tile Setters</u>	Journey Level	\$47.46	<u>5A</u>	<u>1M</u>	
Skagit	<u>Tile, Marble & Terrazzo Finishers</u>	Journey Level	\$25.00		<u>1</u>	
Skagit	<u>Traffic Control Stripers</u>	Journey Level	\$43.73	<u>7A</u>	<u>1K</u>	
Skagit	<u>Truck Drivers</u>	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$51.25	<u>5D</u>	<u>3A</u>	<u>8L</u>
Skagit	<u>Truck Drivers</u>	Asphalt Mix To 16 Yards (W. WA-Joint Council 28)	\$50.41	<u>5D</u>	<u>3A</u>	<u>8L</u>
Skagit	<u>Truck Drivers</u>	Dump Truck	\$16.98		<u>1</u>	
Skagit	<u>Truck Drivers</u>	Dump Truck And Trailer	\$16.98		<u>1</u>	
Skagit	<u>Truck Drivers</u>	Other Trucks (W. WA-Joint Council 28)	\$51.25	<u>5D</u>	<u>3A</u>	<u>8L</u>
Skagit	<u>Truck Drivers</u>	Transit Mixer	\$32.12		<u>1</u>	
Skagit	<u>Well Drillers & Irrigation Pump Installers</u>	Irrigation Pump Installer	\$11.60		<u>1</u>	
Skagit	<u>Well Drillers & Irrigation Pump Installers</u>	Oiler	\$9.47		<u>1</u>	
Skagit	<u>Well Drillers & Irrigation Pump Installers</u>	Well Driller	\$11.60		<u>1</u>	



ITEM #: 3

CHECK ONE:

NEW BUS. X

OLD BUS. _____

AGENDA ITEM

Council Date: January 12, 2017
Levon Yengoyan, Fire Chief

Subject: Assistance to Firefighters Grant (AFG) Application - 2016

Attachments: _____

Public Hearing Required: YES () NO (X)

SUMMARY

The Burlington Fire Department (BFD) is seeking to continue the application process to the 2016 Assistance to Firefighters Federal Grant program regarding three (3) specific grants with funding award scheduled in 2017. The Fire Department is seeking to acquire an individual grant to upgrade the fire station with a Source Capture Exhaust System (4 Point Capture Apparatus Bay Units and associated equipment), purchase additional safety equipment, and funds to support additional IFSAC Firefighter II training. The Fire Department is also seeking to participate in two regional grants with neighboring departments that would purchase Extrication Rescue Equipment and Mobile Training Props.

The Fire Department has historically participated in AFG grants that have resulted in the acquisition of equipment in the hundreds of thousands of dollars. Submittal of these grants for 2016 will continue the City's eligibility to receive Federal funds to purchase needed equipment. If awarded, the City's match is anticipated to be 5% of the individual grant award with a 95% Federal share and 10% for each regional grant with a 90% Federal share as follows:

- Individual Grant - The individual grant submittal amount is \$143,331 with a 5% City match of \$6,825. Note: This project is part of the City's CIP. Grant funding was requested via the 2015 AFG process but was not successful.
- Regional Grant (Mobile Training Props) – The regional grant submittal amount is \$134,842 with a City match of \$1,331.67. Note: Matching funds to be paid from existing Fire Department budget
- Regional Grant (Extrication Rescue Equipment) – The regional grant submittal amount is \$368,900 with a City match of \$4,790.86. Note: \$60,000.00 have been budgeted in the City's ER&R fund in 2017 for the replacement of Extrication Equipment.

RECOMMENDATION

Motion to approve the Burlington Fire Department to apply for three (3) AFG Grants to be awarded in 2017 for the acquisition of a Fire Station Apparatus Bay Source Capture Exhaust System and safety equipment, and participation in two (2) regional AFG grants with neighboring departments for Extrication Rescue Equipment and Mobile Training Props.

PROCESS FOR IDENTIFICATION AND SELECTION OF PUBLIC DEFENSE AUDITOR

1. The Public Defense Supervisor, Mayors and administrative staff review and comment on Scope of Work, (Exhibit A), RFP (Exhibit B), ILA (Exhibit C) and Contract for Public Defense Auditor (Exhibit D). Meet with Public Defense Supervisor to finalize documents. Copies circulated to counsel for the parties for information and input.
2. Scope of Work, Contract, RFQ and ILA reviewed with Mount Vernon and Burlington City Councils — October. Approval of ILA and of the process requested.
3. RFQ and contract published in October.
4. Cities, with input from the Public Defense Supervisor and Plaintiff's Counsel identify an interview panel consisting of elected and appointed local public officials from Mount Vernon and Burlington and neutral third parties. The neutral panel members will constitute a majority of the panel.
5. Mayors interview final candidate(s) and select recommended candidate. Negotiate contract terms.
6. Recommended candidate proposed to and confirmed by Burlington and Mount Vernon City Councils in conjunction with approval of a contract.
 - A. In a parallel process, City staff to review and make a recommendation to Mayors and City Councils regarding extension of current agreement with Mountain Law or need for an RFP for Public Defense Services in 2017. Process to begin at least six months prior to expiration of Primary Public Defense contract.
 - B. If Mayors approve extension, negotiate terms of extension.
 - C. City Councils consider/ratify extension.



ITEM #: 5

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: January 12, 2017 Subject: 2017 Council Committee Assignments and Recommendations
Steve Sexton, Mayor

Attachments: Proposed 2017 Council Committee Assignments Public Hearing Required: YES () NO (X)

SUMMARY

The Mayor appoints Councilmembers to the following committees:

- Audit & Finance
- Public Works
- Public Safety
- Parks & Recreation Advisory Board & Cemetery Board
- Traffic Safety
- Board of Trustees of the Volunteer Firefighters' Relief & Compensation Fund
- Land Use
- Americans with Disabilities
- Downtown Burlington Association

The Mayor recommends Councilmembers appointments to the following committees:

- Lodging Tax
- Emergency Service Council
- Historical Preservation Board
- Skagit Transit Board
- SCOG/MPO

RECOMMENDATION

Motion to accept the Mayor's 2017 committee assignments for those positions that require confirmation by Council.

City of Burlington 2017 Council Committee Assignments

Elected by Council

Appointed by Mayor

Recommended by Mayor, confirmed by Council

Elected by Council:

1) Mayor Pro-Tempore:

[Redacted]

2) Investment:

[Redacted]

City Administrator Bryan Harrison
Director of Budget & Accounting Renee Sinclair
Quarterly report provided by Director of Budget & Accounting

Appointed by Mayor:

3) Audit and Finance:

Chair: Joe DeGloria
Rick DeGloria
Tonya Bieche

Alternate: Ted Montgomery
City Administrator Bryan Harrison
Director of Budget & Accounting Renee Sinclair
4:00 p.m., Day prior to Council meeting
City Hall Conference Room

4) Public Works:

Chair: Marv Pulst
Edie Edmundson
Chris Loving
Ted Montgomery

Alternate(s): Rick DeGloria
Mayor Steve Sexton
City Administrator Bryan Harrison
Street Supervisor Travis Schwetz
Building & Grounds Supervisor
Sewer Supervisor Don Erickson
4:00 p.m., 3rd Tuesday
City Hall Conference Room

11) Downtown Burlington Association:

Joe DeGloria
Ted Montgomery
Eddie Edmundson
Alternate: Rick DeGloria

Meet as needed
Chamber of Commerce Office

Recommended by Mayor, confirmed by Council

12) Lodging Tax:

Chair: Eddie Edmundson
Alternate: Chris Loving
City Administrator Bryan Harrison

13) Emergency Service Council:

Chair: Mayor Steve Sexton
Joe DeGloria
Police Chief, Bill VanWieringen
Fire Chief Levon Yengoyan
Fire Marshal Kelly Blaine
City Administrator Bryan Harrison
Meet as needed

14) Historical Preservation Board (Commission): Chair: Eddie Edmundson

Alternate: Joe DeGloria
Parks & Recreation Director
Meet as needed

15) Skagit Transit Board:

Rick DeGloria
Mayor Steve Sexton
Alternate: Eddie Edmundson
1:00 p.m., 3rd Wednesday
Burlington City Council Chambers

16) SCOG / RTPPO /MPO:

Mayor Steve Sexton
Alternate: Rick DeGloria
2:00 p.m., 3rd Wednesday
Burlington City Council Chambers



ITEM #: 6

CHECK ONE:

NEW BUS. X

OLD BUS. _____

AGENDA ITEM

Council Date: January 12, 2017
Leif Johnson, City Attorney

Subject: Update to Burlington Municipal Code – Contract with Mike Connelly

Attachments: Proposed Contract

Public Hearing Required: YES () NO (X)

SUMMARY

The City has been drafting substantial revisions of BMC Chapters 14/14A/15/16/17 and the Utilities Section in Chapters 1 & 2, with outside counsel Mike Connelly. This project presents substantial value to the City both for fair and predictable usage of the code by Citizens and staff, and overall compliance with the law. In order to keep Council aware of costs, the City's existing contract with outside counsel has a not-to-exceed limit which was reached last year. Several unexpected issues have arisen, including staffing changes, other priority City projects that required immediate attention, several interim Supreme Court rulings and additional necessary revisions identified by City staff after initial drafts. Therefore, while work is nearly complete, additional revisions are necessary in order to finalize this project. City staff has met with outside counsel and identified a path to complete the revisions and present the final versions to planning commission and council this spring. Given these unexpected issues, outside counsel has voluntarily written off approximately \$15,000.00 worth of work performed on this project over the last year, in recognition of the overall project cost and in order to keep City costs down. Outside counsel has requested that the City's contract be amended in order to reasonably bill for work necessary to complete the project. Outside counsel and City staff will coordinate to have as much remaining work performed by City staff or paralegals as possible, in order to limit remaining costs. Outside counsel anticipates approximately ten hours of remaining work, including presentation to planning commission and staff. Outside counsel and the Legal Department are requesting Council authorization for this revised contract with Mr. Connelly and the Mayor's authorization to sign.

RECOMMENDATION

"I move to approve the contract with Mike Connelly for the updates to the Burlington Municipal Code and authorize the Mayor's signature."

**ETTER, McMAHON, LAMBERSON,
VAN WERT & ORESKOVICH, P.C.**

ATTORNEYS & COUNSELORS

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OF COUNSEL
R. MAX ETTER, SR. (1910-1993)

* Also admitted in Idaho
** Also admitted in Montana
*** Also admitted in Idaho & Arizona

January 4, 2017

(VIA EMAIL DELIVERY)

Leif Johnson
City Attorney
City of Burlington
833 S. Spruce Street
Burlington, WA 98233

Re: 2017 Contract Revision

Dear Mr. Johnson:

The purpose of this letter is to advise the City of Burlington (the "City") of the services I would perform and the fees I would charge as special counsel to the City.

SCOPE OF ENGAGEMENT

I propose to continue review and provide advice and guidance relative to the following matters:

1. The City's Development Code, specifically Titles 12, 14, 15, 16, 17, and 18. Changes will be proposed to clarify and simplify existing language, to comply with current laws, to eliminate repetitive sections and to ensure internal consistency as well as consistency with your comprehensive plan.
2. Confer with appropriate staff to discuss and finalize any language changes suggested, and create final drafts of any code provisions.

ATTORNEY-CLIENT RELATIONSHIP

In this transaction, the City would be the client and an attorney-client relationship will exist between the City and Michael F. Connelly and Etter, M^cMahon, Lamberson, Van Wert & Oreskovich, P.C. (the "Firm").

PERSONNEL

I would have primary responsibility for these matters. When appropriate, additional interns or paralegals may assist me. I assign other personnel on the basis of experience, expertise, nature and scope of the issue, and the time constraints imposed by the matter.

FEEES

The Firm will bill the City for legal services on a hourly basis. My rate for these matters will be \$250.00 per hour. Legal interns will be billed at \$60.00 per hour and paralegal services at \$90.00 per hour.

DISBURSEMENTS AND OTHER CHARGES

From time to time, the Firm may advance or incur certain costs and expenses with respect to the City's legal matters. These costs would be charged to the City in addition to the flat fee. Such charges include, but are not limited to, photocopying and messenger services.

MONTHLY INVOICES

The Firm will send invoices for services rendered to the City on a monthly basis. Statements are generally mailed in the first week of the month following the month in which the services are performed. However, disbursements and other charges may not appear on our statements until a few weeks after the cost is incurred. Payment on all statements is due upon receipt, and balances not paid within 30 days are assessed a late payment charge of 1.25 percent per month. The Firm retains the right to cease performing legal services and to terminate our representation of the City for any reason consistent with ethical rules, including conflicts of interest or delinquency or nonpayment of legal fees and expenses.

CONFLICTS OF INTEREST

I have completed a thorough conflicts check within my Firm and have not found any current conflict between the City and my existing clients. Please be aware that the Firm represents many other municipalities and municipal organizations. It is possible that during the time that the Firm is representing the City, some of our present or future clients will have disputes or transactions with the City. I will contact you immediately upon learning of any such conflict to determine if I may continue this representation.

Leif Johnson
January 4, 2017
Page 3 of 3

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed, retaining the original for your files. I look forward to working with you.

Very truly yours,

ETTER, McMAHON, LAMBERSON,
VAN WERT & ORESKOVICH, P.C.



Michael F. Connelly

MFC:km

Accepted and approved on _____, 2017.

CITY OF BURLINGTON, WASHINGTON

By: _____

Title: _____



ITEM #: 7

CHECK ONE:

NEW BUS. X

OLD BUS. _____

AGENDA ITEM

Council Date: January 12, 2017
Bryan Harrison, City Administrator

Subject: Collective Bargaining Agreement: Teamsters 231 – Clerical Employees and Records Technicians

Attachments: Collective Bargaining Agreement

Public Hearing Required: YES () NO (X)

SUMMARY

Attached is a proposed July 1, 2016 – December 31, 2019 Teamsters 231 – Clerical Employees and Records Technicians collective bargaining agreement (CBA). The negotiation teams representing the union and management have achieved tentative agreement on the attached CBA. The previous agreement expired on June 30, 2016. Proposed new/amended agreement terms and conditions of note are as follows (in the order as they appear in the agreement):

Term: 3 ½ years – from July 1, 2016 through December 31, 2019

Recognition: Addition of representation by the union for regular part- time employees that work twenty or more hours per week for periods anticipated to exceed six months in any calendar year. Continuation of exemption of less than 0.5 FTE positions, seasonal, and temporary positions is recognized.

Trial Period: Extension of the trial employment period for Court Clerks from six months to twelve.

Hours of Work: Clarification that rest and meals breaks for full-time and regular part-time employees shall be dictated by federal and state minimum requirements.

Overtime: Increase in the amount of compensatory time allowed to be accrued in lieu of overtime pay from a forty hour cap to a sixty hour cap, clarification that compensatory time must be used in thirty minute increments, and all compensatory time in excess of sixteen hours is to be cashed out at the end of the year (specifically at the first payroll in December).

Wages: No additional COLA for 2016 beyond what provided in January of 2016
2017 COLA: 90% CPI-W US Cities June 2015 – June 2016 (Min 1%/Max 4%)

(Note: 2017 COLA would be 1%)

2018 COLA: 90% CPI-W US Cities June 2016 – June 2017 (Min 2%/Max 4%)

2019 COLA: 90% CPI-W US Cities June 2017 – June 2018 (Min 2%/Max 4%)

Compensation Review: The City agrees to conduct a “total cost of compensation analysis” (TCC) of covered positions during 2017. The union is invited to review and comment on results of the data. A wage opener is allowed for 2018. Note: The total cost of compensation analysis does not, in and of itself, lead to an automatic adjustment in compensation. The TCC approach begins by first identifying comparable city employers and comparable positions based on defensible criteria. The next step involves analyzing the total cost of compensation for these positions and cities using a net dollar per net hour comparison that includes all wages/ benefits/costs provided. Any adjustment in compensation would require amendment to the collective bargaining agreement, and thus council approval. The CBA clarifies that any wage adjustments / premium pay are prospective (not retroactive to July 1, 2016).

Multilingual Pay Incentive: Provides a \$50/month premium to those employees that are independently verified to be functionally fluent in multiple languages.

Health Insurance: Recognizes the change of medical insurance program from the AWC HealthFirst Program (2017) to the AWC HealthFirst 250 plan effective January 1, 2018.

Sick Leave: Authorizes the Mayor or City Administrator to approve donation of sick or vacation leave (compassionate leave), rather than requiring council authorization.

Bereavement Leave: Allows for granting of bereavement leave at time of death of a niece or nephew.

Uniforms/Equipment: Increases the annual shoe allowance from \$75 to \$150 (Police Records Clerks) as authorized by the supervisor

Grievance: Recognizes the right of a Union Representative (in addition to an employee) to file a grievance, and removes one of the two duplicative Mayoral review steps.

Management Rights: Clarifies the City’s right to discharge, demote and/or suspend an employee without pay for just cause. Clarifies that verbal and written discipline and/or administrative leave with compensation shall not be subject to just cause.

Family and Medical Leave: Replaces existing language with a reference to the applicable state and /or federal leave requirements.

RECOMMENDATION

Motion to approve the Collective Bargaining Agreement with The Teamsters 231 – Clerical Employees and Records Technicians and authorize the Mayor’s signature.



ITEM #: 8

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: January 12, 2017 Subject: Collective Bargaining Agreement: Teamsters 231 – Public Works Division
Bryan Harrison, City Administrator

Attachments: Collective Bargaining Agreement Public Hearing Required: YES () NO (X)

SUMMARY

Attached is a proposed July 1, 2016 – December 31, 2019 Teamsters 231 – Public Works Division collective bargaining agreement (CBA). The negotiation teams representing the union and management have achieved tentative agreement on the attached CBA. The previous agreement expired on June 30, 2016. Proposed new/amended agreement terms and conditions of note are as follows (in the order as they appear in the agreement):

Term: 3 ½ years – from July 1, 2016 through December 31, 2019

Recognition: Addition of representation by the union for regular part-time employees that work twenty or more hours per week for periods anticipated to exceed six months in any calendar year. Continuation of exemption of less than 0.5 FTE positions, seasonal, and temporary positions is recognized.

Hours of Work: Clarification that rest and meals breaks for full-time and regular part-time employees shall be dictated by federal and state minimum requirements.

Overtime: Increase in the amount of compensatory time allowed to be accrued in lieu of overtime pay from a forty hour cap to a sixty hour cap, clarification that compensatory time must be used in thirty minute increments, and all compensatory time in excess of sixteen hours is to be cashed out at the end of the year (specifically at the first payroll in December).

Increase in the minimum call-back compensation for performing work for a pre-planned funeral service on a scheduled day off from 2 hours to 3 hours.

Wages: No additional COLA for 2016 beyond what provided in January of 2016

2017 COLA: 90% CPI-W US Cities June 2015 – June 2016 (Min 1%/Max 4%)
(Note: 2017 COLA would be 1%)
2018 COLA: 90% CPI-W US Cities June 2016 – June 2017 (Min 2%/Max 4%)
2019 COLA: 90% CPI-W US Cities June 2017 – June 2018 (Min 2%/Max 4%)

Compensation Review: The City agrees to conduct a “total cost of compensation analysis” (TCC) of covered positions during 2017. The union is invited to review and comment on results of the data. A wage opener is allowed for 2018. Note: The total cost of compensation analysis does not, in and of itself, lead to an automatic adjustment in compensation. The TCC approach begins by first identifying comparable city employers and comparable positions based on defensible criteria. The next step involves analyzing the total cost of compensation for these positions and cities using a net dollar per net hour comparison that includes all wages/ benefits/costs provided. Any adjustment in compensation would require amendment to the collective bargaining agreement, and thus council approval. The CBA clarifies that any wage adjustments / premium pay are prospective (not retroactive to July 1, 2016).

Establishes an on-call compensation rate of \$35 per twenty four hour period. Increases the on-call compensation for sewer division employees from \$200 to \$245 per week.

Multilingual Pay Incentive: Provides a \$50/month premium to those employees that are independently verified to be functionally fluent in multiple languages.

Health Insurance: Recognizes the change of medical insurance program from the AWC HealthFirst Program (2017) to the AWC HealthFirst 250 plan effective January 1, 2018.

Sick Leave: Authorizes the Mayor or City Administrator to approve donation of sick or vacation leave (compassionate leave), rather than requiring council authorization.

Bereavement Leave: Allows for granting of bereavement leave at time of death of a niece or nephew.

Grievance: Recognizes the right of a Union Representative (in addition to an employee) to file a grievance, and removes one of the two duplicative Mayoral review steps.

Management Rights: Clarifies the City’s right to discharge, demote and/or suspend an employee without pay for just cause. Clarifies that verbal and written discipline and/or administrative leave with compensation shall not be subject to just cause.

Uniforms/Equipment: Increases the annual safety shoe allowance from \$200 to \$250

Recognizes the existing practice of the city reimbursing employees for the costs of required recertification fees, CDL fees, immunizations/physicals, and education for continuing certificates and licenses required by the employer

Family and Medical Leave: Replaces existing language with a reference to the applicable state and /or federal leave requirements.

RECOMMENDATION

Motion to approve the Collective Bargaining Agreement with The Teamsters 231 – Public Works Division and authorize the Mayor’s signature.



ITEM #: 9

CHECK ONE:

NEW BUS. X

OLD BUS. _____

AGENDA ITEM

Council Date: January 12, 2017
Bill Van Wieringen, Police Chief

Subject: Approval of purchase of Chevrolet Tahoe Police Package Patrol Vehicles budgeted for 2017

Attachments: Washington State Bid Form

Public Hearing Required: YES () NO (X)

SUMMARY

The City Council approved in the Police Department 2017 Budget the purchase of two new police package Chevrolet Patrol Tahoes. Bud Clary Chevrolet was awarded the state bid for the sale of this brand of patrol vehicles for 2017. A total of \$104,000 was budgeted for these vehicles. This amount covers purchase of the vehicles along with teardown costs of the old vehicles and buildup costs of the new ones. The purchase price is \$93,598.12.

RECOMMENDATION

Motion to approve the Finance Department to issue a Purchase Order to Bud Clary Auto Dealerships for the purchase to two Tahoe police package patrol vehicles.

Vehicle Quote Number: 2016-11-285

[Create Purchase Request](#)
[requests](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 03713	Dealer: BUD CLARY AUTO DEALERSHIPS (W262)	Dealer Contact: Becky Davis
		Dealer Phone: (360) 423-1700

Organization Information

Organization: BURLINGTON, CITY OF - 22902
Email: bobw@burlingtonwa.gov

Color Options

White(GAZ) - 2
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2017-506-001	2017 Chevrolet Tahoe Police Pursuit Vehicle (CC15706/PPV)	2	\$35,918.43	\$71,836.86
2017-506-002	Rear Door Locks and Handles Inoperable(6N6)	2	\$59.00	\$118.00
2017-506-003	Spot lamp- driver only (incandescent bulb)(7X6)	2	\$490.00	\$980.00
2017-506-005	Pre-Wiring for grille lamp, siren and speaker(6J3)	2	\$92.00	\$184.00
2017-506-006	switches rear window inoperative.(6N5)	2	\$57.00	\$114.00
2017-506-007	Fleet Keyed Alike(6E2)	2	\$25.00	\$50.00
2017-506-014	4WD pursuit rated(FCY)	2	\$3,000.00	\$6,000.00
2017-506-018	Flasher system, Headlamps & Taillamps(6J7)	2	\$475.00	\$950.00
2017-506-019	Lighting, red and white front auxiliary dome (6c7)	2	\$170.00	\$340.00
2017-506-036	Push Bumpers HD, Upgrade, fender, Describe 16? Alum(DLR)	2	\$526.00	\$1,052.00
2017-506-047	Partition, Horizontal Sliding Center Section with Lexan, (Installed)(Setina 10VS) (DLR)	2	\$1,150.00	\$2,300.00
2017-506-049	Rear prisoner seat (Plastic). Includes seat belt assembly and rear prisoner cage(DLR)	2	\$1,250.00	\$2,500.00

Quote Totals

Total Vehicles:	2
Sub Total:	\$86,424.86
8.3 % Sales Tax:	\$7,173.26
Quote Total:	\$93,598.12



ITEM #: 10

CHECK ONE:

NEW BUS. X

OLD BUS. _____

AGENDA ITEM

Council Date: January 12, 2017
Bill Van Wieringen, Police Chief

Subject: Approval of purchase of 2017 Ford Interceptor
budgeted for 2017

Attachments: Washington State Bid Form

Public Hearing Required: YES () NO (X)

SUMMARY

The City Council approved in the Police Department 2017 Budget the purchase of a 2017 Ford Interceptor police package vehicle. This being a detective replacement vehicle. Columbia Ford was awarded the state bid for the sale of this brand of patrol vehicle for 2017. A total of \$36,000 was budgeted for this vehicle. This amount covers purchase of the vehicle along with teardown costs of the old vehicle and buildup costs of the new one. The purchase price is \$32,936.20.

RECOMMENDATION

Motion to approve the Finance Department to issue a Purchase Order to Columbia Ford for the purchase of a 2017 Ford Interceptor vehicle.

Vehicle Quote Number: 2016-11-356

[Create Purchase Request](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 03713	
Dealer: Columbia Ford (W403)	Dealer Contact: Marie Tellinghiusen
700 7th Avenue	Dealer Phone: (360) 423-4321 Ext: 187
Longview WA 98632	Dealer Email: marjet@colford.com

Organization Information

Organization: BURLINGTON, CITY OF - 22902
Email: bobw@burlingtonwa.gov

Color Options

Dark Blue - 1
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2017-502-001	2017 Ford Police Interceptor Utility/SUV AWD (K8A/500A)	1	\$27,433.00	\$27,433.00
2017-502-009	Front Headlamp Lighting Solution [Includes base LED Low Beam/Incandescent (Halogen) High Beam Headlamp with High Beam Wig-Wag function and two (2) white rectangular LED side warning lights; Pre-wire for grille LED lights, siren and speaker #60A; Wiring, LED lights are included; Controller "not" included] (Included with Ready	1	\$813.00	\$813.00

for the Road Package)(When ordered as a stand-alone option, recommend also ordering Cargo Wiring Upfit Package #67G or Ultimate Wiring Package #67U) (66A)

2017-502-014	Police Wire Harness Connector Kit – Front (For connectivity to Ford PI Package Solutions)[Includes two (2) male 4-pin connectors for siren, five (5) female 4-pin connectors for lighting/siren/speaker, one (1) 4-pin IP connector for speakers, one (1) 4-pin IP connector for siren controller connectivity, one (1) 8-pin sealed connector, one (1) 14-pin IP connector](47C)	1	\$99.00	\$99.00
2017-502-022	Full carpeting, includes 1st & 2nd row floor mats (included with Interior Upgrade Package #65U)(16C)	1	\$120.00	\$120.00
2017-502-024	Siren/Speaker 100 Watt (includes bracket & pigtail) (18X)	1	\$286.00	\$286.00
2017-502-033	Badge Delete (16D)	1	\$0.00	\$0.00
2017-502-037	Daytime Running Lights (942)	1	\$43.00	\$43.00
2017-502-040	Dome Lamp – Red/White in Cargo Area(17T)	1	\$49.00	\$49.00
2017-502-042	Doors/Locks: Rear Door Handles Inoperable / Locks Inoperable (68G)	1	\$33.00	\$33.00
2017-502-080	Cargo Storage Vault (located in driver side rear cargo wall) (includes lockable door)(N/A with Auxiliary Air-Conditioning #17A)(63V)	1	\$233.00	\$233.00
2017-502-082	NEW - Police Silent Mode (when activated, courtesy lamps, chimes and Daytime Running Lamps disabled – user configurable)(Must also order Daytime Running Lamps #2017-502-037) (43L)	1	\$20.00	\$20.00
2017-502-083	NEW - Global Lock / Unlock Feature (door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the overhead console liftgate unlock switch) (No Charge) (18D)	1	\$0.00	\$0.00
2017-502-203	2 Extra Remote Keyless Entry Fobs, programmed (includes liftgate release button) (only available with Remote Keyless Entry #595) (DLR)	1	\$180.00	\$180.00

2017-502-208 Mud Flaps, HD Plastic (Set of 4) (DLR)	1	\$90.00	\$90.00
2017-502-228 Partition, Front Horizontal with Sliding Polycarbonate Window, installed (Setina 10VS)(DLR)	1	\$598.00	\$598.00
2017-502-235 Partition, Rear Metal Mesh (installed)(Setina 12VS)(DLR)	1	\$415.00	\$415.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$30,412.00
8.3 % Sales Tax:	\$2,524.20
Quote Total:	\$32,936.20