

BOARD OF PUBLIC WORKS OCT-DEC 1985

BOARD OF PUBLIC WORKS Oct thru Dec 1985

**YOUTH**  
**Seattle**  
**Board of Public Works**

Barbara K. Taber, Executive Secretary  
 Charles Royer, Mayor

*Board of Public Works*

**LETTER OF TRANSMITTAL**



<b>TO:</b> All Board Members	<b>DATE:</b> 12/17/85 <b>BPW #:</b>
	<b>RE:</b> Letter dated 12/13/85 from West Coast Const. Co. re WMBE Goals
<b>ATTN:</b>	

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
  - For your files
  - Per your request
  - For your action
  - Please return
  - \_\_\_\_\_
- 228*

  - For your approval
  - For your signature
  - For your investigation
  - For your report and recommendation
  - For review and comment
- ans 1/24*

*me*
- ACTION REQUESTED BY: \_\_\_\_\_

**REMARKS** This Friday I would like to discuss my response to Doug Nelson's letter.

COPIES TO:

*62*

ACTION	
<i>JDO/MET</i>	<input checked="" type="checkbox"/>
INFORMATION	
<i>EVA</i>	<input type="checkbox"/>
<i>REN/VABW</i>	<input type="checkbox"/>
<i>DJH</i>	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

BOARD OF PUBLIC WORKS

*Barbara K. Taber*

Barbara K. Taber  
 Executive Secretary

29290

DEC 17 1985  
 11:12 AM  
 SEATTLE  
 BOARD OF PUBLIC WORKS

*12-20-85 Discussion of the with Board members*

# West Coast Construction Co., Inc.



GENERAL CONTRACTORS AND ENGINEERS

P. O. Box 419 24205 Woodinville-Snohomish Road  
WOODINVILLE, WASHINGTON 98072

December 13, 1985

City of Seattle  
Board of Public Works  
400 Yester Building Room 403  
Seattle, Washington 98104

Dear Sir:

I am the vice president of West Coast Construction Co., Inc. and have participated in the competitive bid process in Seattle since 1955.

I am writing this letter to express my concern for the future of the WMBE program if the goals are changed from the current 3% WBE and 15% MBE. Current goals can and will accomplish the intended purpose of the WMBE ordinance, but more time and changes are needed.

The number of qualified WMBE's in the market place at this time is not adequate to meet the current goals. An increase will only make a difficult situation intolerable. Several qualified WMBE's have taken on subcontract obligations beyond their growth capability and have failed. Increasing goals will not help them or others similarly tempted.

Prime contractors from outside the Seattle area have brought WMBE's into the local market for one project only, resulting in the flow of public improvement monies beyond our economic sphere of influence in direct proportion to the goal increases.

Current goals have resulted in a significant amount of WMBE subcontracting being done by a small number of firms, which were established prior to the ordinance or made ownership changes and continued business as usual. An ordinance change dealing with eligibility, qualification, expertise, state wide certification, mentor protege relationships and delay in naming subcontractors, will address this problem, not goal increases.

Prime contractors currently subcontract in many instances, more than 50% of a

100157

# West Coast Construction Co., Inc.

GENERAL CONTRACTORS AND ENGINEERS

P. O. Box 419 24205 Woodinville-Snohomish Road  
WOODINVILLE, WASHINGTON 98072

December 13, 1985

Page Two

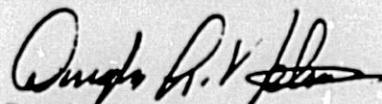
contract to achieve current WMBE goals and specialty items for which no WMBE's are certified or qualified. The goal increase proposed, of 20.5% MBE and 9% WBE plus specialty subs will:

1. Reduce the already small number of contractors bidding on City projects.
2. Increase the cost of public improvements.
3. Impact the quality of the finished product.
4. Increase the time required to complete projects.
5. Increase the monies distributed to firms performing a less than "commercially useful function."
6. Increase city costs for bid rejections, rebids, legal opinions, rule writing and project administration, compliance and inspection.

Increasing the WMBE goals will only make an 18% problem a 29.5% problem. Make the program successful not larger.

Sincerely,

West Coast Construction Co., Inc.



Douglas L. Nelson  
Vice President

cc:

A.G.C.

DEC 16 1985

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

*Board of Public Works*  
December 26, 1985

Thomas L. Berger, Senior Principal  
Thomas L. Berger Associates, P.S.  
2021 Minor East  
Seattle, WA 98102

Dear Mr. Berger:

The Board of Public Works in regular session December 20, 1985 approved your request for a street use permit to construct planters in the Alaskan Way right-of-way as a landscape demonstration project designed to delineate automobile, train and pedestrian traffic.

The permit is conditional as follows:

1. The applicant must indemnify the City from any claims as a result of this project.
2. The traffic control signs along the south edge of the Pike Street hill climb must be removed and relocated as noted in red on the plan on file in the Engineering Department.
3. The applicant is responsible for the landscape maintenance.

Please contact John Zavis in the Street Use section of Engineering, phone number 625-2320, for the necessary permit.

Very truly yours,

BOARD OF PUBLIC WORKS

*Barbara K. Taber*

Barbara K. Taber  
Executive Secretary

BKT:k1

cc: John Zavis, Engineering Department (*red lined map attached*)  
File: 2



ACTION	
SYA	
JDO	
JHL/KTS	
WJL/BH-MAP	

2-20-86

SEATTLE ENG. DEPT.  
1985 JAN 31 AM 11:53

30435

Seattle Board of Public Works  
Engineering Department



Eugene V. Avery, Director of Engineering  
Charles Royer, Mayor

*ans  
1/11  
JGR*

December 27, 1985

Ms Barbara Taber  
Executive Secretary  
Board of Public Works  
Seattle, Washington 98104

SUBJECT: Driveway at 2116 North 42nd Street.

Dear Ms Taber:

Mr. William Ready has requested a hearing to appeal our notice to reconstruct his driveway on the Bagley Avenue North side of his property.

Mr. Ready reconstructed an old (existing) driveway on September 11, 1985 without calling for a forms inspection. There is no fee for a permit to reconstruct and/or widen an existing driveway for up to 4 feet. Mr. Ready secured permit #P9630 on September 10, 1985 to do the work.

Mr. Ready's building permit application (#612230) shows the driveway remaining entirely adjacent to his property. The driveway, in fact, extends approximately 20 inches farther north than shown on the permit application, and abutts the neighbor's property by that much.

We recommend that Mr. Ready be required to move his driveway back, so that it is entirely in front of his property as originally proposed.

Sincerely,

J. G. RALPH  
Director of Engineering

JGR:WAS:ph

cc: Virginia Richmond  
E. V. Avery

MAILED FROM SED

Board of Public Works  
SEATTLE, WASHINGTON

SIGNATURE AND ALTERNATE AUTHORIZATION  
FOR BOARD OF PUBLIC WORKS  
FOR 1986

29352  
1/2/86  
and 12/23 EVA

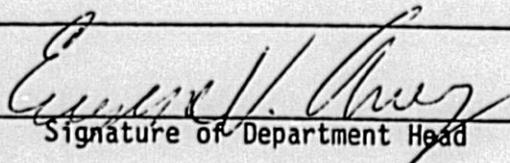
1985 DEC 23 AM 8 15

AUTHORIZATION TO SIGN DOCUMENTS SENT TO THE BOARD OF PUBLIC WORKS FOR ACTION  
(Board Rules Chapter 1.50.020)

Name of Individual(s)	Title
John Okamoto, Management Support	Assistant Director
James M. Bourey, Office for Planning	Director
W.G. van Gelder, Transportation	Princ. Assistant Director
Elaine Ko, Office for Citizen Participation	Director
Richard Owings, Solid Waste Utility	Director
Ronald Nieforth, Engineering Serv.	Princ. Assistant Director
Joe Ralph, Operations Division	Princ. Assistant Director

DESIGNATION OF ALTERNATE(S) TO PARTICIPATE IN BOARD MEETINGS  
(Board Rules Chapter 1.30.040)

Name of Individual(s)	Title
Ronald Nieforth, Engineering Services	Principal Asst. Director
Joe Ralph, Operations Division	Principal Asst. Director
W.G. van Gelder, Transportation Div.	Principal Asst. Director

  
Signature of Department Head

December 20, 1985  
Date

Please return completed form to  
Board of Public Works  
09-04-03



BPW

LETTER OF TRANSMITTAL

TO: Eugene V. Avery		DATE: 12/20/85	BPW #:																											
Director of Engineering		RE:																												
ATTN:		<table border="1"> <thead> <tr> <th>ROUTING</th> <th>DATE</th> <th>INITIAL</th> </tr> </thead> <tbody> <tr> <td colspan="3">ACTION</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>FILE</td> <td></td> <td></td> </tr> <tr> <td colspan="3">INFORMATION</td> </tr> <tr> <td>EVA</td> <td></td> <td></td> </tr> <tr> <td>JDO/TICL</td> <td></td> <td></td> </tr> <tr> <td>RENADJH</td> <td></td> <td></td> </tr> </tbody> </table>		ROUTING	DATE	INITIAL	ACTION									FILE			INFORMATION			EVA			JDO/TICL			RENADJH		
ROUTING	DATE	INITIAL																												
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FILE																														
INFORMATION																														
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JDO/TICL																														
RENADJH																														

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

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|---|---|
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| <input type="checkbox"/> For your files             | <input type="checkbox"/> For your signature                 |
| <input type="checkbox"/> Per your request           | <input type="checkbox"/> For your investigation             |
| <input checked="" type="checkbox"/> For your action | <input type="checkbox"/> For your report and recommendation |
| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |

UC  
1-13-86

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

29428

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85  
INVOICE: 2357  
DEPARTMENT: Engineering  
PROJECT NAME: Westlake Sewer Relocation  
BPW #: 84-55  
ORDINANCE NO: 111338  
CONTRACTOR: Frank Coluccio Construction Co.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	05-01-85	
Billing Date	12-31-85	

RATE:  
\$16.00 /day x 168 working days  
\$2,688.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM66

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2361

DEPARTMENT: Engineering

PROJECT NAME: West Seattle Freeway Bridge Replacement -  
Contract 7, East Interchange

BPW #: 81-51

ORDINANCE NO: 109905

CONTRACTOR: Moseman Construction

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	10-26-81	
Project previously billed through	12-31-84	
Billing Date	12-20-85	

RATE:

\$13.00 /day x 244 working days

\$3,172.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM67

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2332

DEPARTMENT: Engineering

PROJECT NAME: Mithun Pl. N.E. by Paving, etc.

BPM #: 84-56

ORDINANCE NO: 110900

CONTRACTOR: Klokstad Construction

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	11-16-84	
Project previously billed through	12-31-84	
Billing Date	09-13-85	

**RATE:**

\$14.50 /day x 177 working days \$2,566.50

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM62

Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 12-18-85  
INVOICE: 2335  
DEPARTMENT: Engineering  
PROJECT NAME: New Traffic Signals 1983  
BPW #: 84-50  
ORDINANCE NO: 110900  
CONTRACTOR: U.D.L., Inc.

COPY

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	12-10-84	
Project previously billed through	12-31-84	
Billing Date	12-31-85	

RATE:  
\$14.50 /day x 250 working days \$3,625.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2336

DEPARTMENT: Engineering

PROJECT NAME: North Pacific St., et al Phase II - by Paving,  
etc.

BPW #: 84-29

ORDINANCE NO: 111500

CONTRACTOR: Valley Cement Construction, Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	08-13-84	
Project previously billed through	12-31-84	
Billing Date	12-31-85	

**RATE:**

\$14.50 /day x 250 working days \$3,625.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM63

Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 12-18-85  
INVOICE: 2341  
DEPARTMENT: Engineering  
PROJECT NAME: Sand Point Way N.E. Medians  
BPM #: 84-62  
ORDINANCE NO: 111500  
CONTRACTOR: Gary Merlino Construction Co.

COPY

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	03-11-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 205 working days \$3,280.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM64

Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 12-18-85

INVOICE: 2342

DEPARTMENT: Engineering

PROJECT NAME: Sewage Lift Station Improvements

BPW #: 84-58

ORDINANCE NO: 110900

CONTRACTOR: Virginia L. Seitz Construction, Inc.

COPY

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	04-15-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 180 working days \$2,880.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM64

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2343

DEPARTMENT: Engineering

PROJECT NAME: Sewer Outreach Program Phase I

BPW #: 85-44

ORDINANCE NO: 111925

CONTRACTOR: Klokstad Construction Co.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	10-01-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 62 working days \$ 992.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM64

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2345

DEPARTMENT: Engineering

PROJECT NAME: Small Concrete Projects 1984

BPW #: 84-85

ORDINANCE NO: 111500

CONTRACTOR: Valley Cement Construction, Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	03-25-85	
Billing Date	10-18-85	

RATE:

\$16.00 /day x 147 working days \$2,352.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

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WITH COPY OF INVOICE

FORM64

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2347

DEPARTMENT: Engineering

PROJECT NAME: SR 90 Seattle St. and Utility Reconstruction  
Contract 3 by Sewers, Stormdrains, Watermains

BPW #: 84-33

ORDINANCE NO: 111246

CONTRACTOR: Frank Coluccio Construction Co.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	09-24-84	
Project previously billed through	12-31-84	
Billing Date	12-31-85	

**RATE:**

\$14.50 /day x 250 working days

\$3,625.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 12-18-85

INVOICE: 2348

DEPARTMENT: Engineering

PROJECT NAME: SR 90 Seattle St. and Utility Reconstruction  
Contract 4 Sturgus Ave. So et al by Paving etc.

BPW #: 84-31

ORDINANCE NO: 111500

CONTRACTOR: Frank Coluccio Construction Co., Inc.

COPY

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	08-20-84	
Project previously billed through	12-31-84	
Billing Date	12-31-85	

**RATE:**

\$14.50 /day x 250 working days \$3,625.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2349

DEPARTMENT: Engineering

PROJECT NAME: SR 90 Seattle St. and Utility Reconstruction  
Contract 5 So. Judkins St. et al by Paving etc.

BPW #: 84-88

ORDINANCE NO: 111246

CONTRACTOR: R.L. Alia Co.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	03-11-85	
Billing Date	12-31-85	

**RATE:**

\$16.00 /day x 205 working days \$3,280.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM65

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2351

DEPARTMENT: Engineering

PROJECT NAME: SR 90 Seattle St. and Utility Reconstruction,  
Contract 7, Martin Luther King Jr. Way So.

BPW #: 85-42

ORDINANCE NO: 111246

CONTRACTOR: Valley Cement Construction, Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	08-26-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 87 working days \$1,392.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM65

Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 12-18-85

INVOICE: 2350

COPY

DEPARTMENT: Engineering

PROJECT NAME: SR 90 Seattle St. and Utility Reconstruction  
Contract 6 So. Irving St. et al by Sewers etc.

BPW #: 85-28

ORDINANCE NO: 111246

CONTRACTOR: Valley Cement Construction Co.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	08-26-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 87 working days \$1,392.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM65

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2362

DEPARTMENT: Engineering

PROJECT NAME: West Seattle Freeway Bridge Replacement -  
Contract 9 - Landscaping

BPW #: 85-18

ORDINANCE NO: 112251

CONTRACTOR: Sun-Up, Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	06-10-85	
Billing Date	12-31-85	

**RATE:**

\$16.00 /day x 141 working days \$2,256.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM67

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2360

DEPARTMENT: Engineering

PROJECT NAME: West Seattle Freeway Bridge Replacement -  
Contract 6, West Interchange

BPW #: 81-50

ORDINANCE NO: 109905

CONTRACTOR: Kiewit - Grice JV

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	10-26-81	
Project previously billed through	12-31-84	
Billing Date	12-31-85	

**RATE:**

\$13.00 /day x 250 working days

\$3,250.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM67

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2359

DEPARTMENT: Engineering

PROJECT NAME: West Seattle Freeway Bridge Replacement -  
Contract 4 - Mainspan Structure

BPW #: 80-71

ORDINANCE NO: 109101

CONTRACTOR: Kiewit - Grice JV

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	11-03-80	
Project previously billed through	12-31-84	
Billing Date	12-31-85	

**RATE:**

\$9.00 /day x 250 working days

\$2,250.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM67

Your  
Seattle  
Board of Public Works

GENERAL FUND



DATE: 12-18-85

INVOICE: 2292

COPY

DEPARTMENT: Engineering

PROJECT NAME: Alley Block 7, Sunrise Heights, Alley Block 10,  
Plat of Dumar's, Div. No.2 LID by Paving, etc.

BPM #: 84-77

ORDINANCE NO: 107915

CONTRACTOR: Klokstad Construction

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	03-29-85	
Billing Date	10-18-85	

RATE:

\$16.00 /day x 143 working days \$2,288.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM55

Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 12-18-85

INVOICE: 2382

DEPARTMENT: Engineering

PROJECT NAME: Alaskan Way Seawall Madison Street to Bay Street

BPW #: 85-52

ORDINANCE NO: 112020

CONTRACTOR: ConstructorsPamco

COPY

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	12-11-85	
Billing Date	12-31-85	

**RATE:**

\$16.00 /day x 14 working days

\$224.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03046

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM70

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*BPT MI-1985 Arterial Resurfacing Ph II*  
*REN8543*

**LETTER OF TRANSMITTAL**

<b>TO:</b> Eugene V. Avery Director of Engineering	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
<b>ATTN:</b>	<b>RE:</b>

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JLC/HKL		
RENADJH		

*4C*

*1-13-86*

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

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| <input type="checkbox"/> For your information       | <input type="checkbox"/> For your approval                  |
| <input type="checkbox"/> For your files             | <input type="checkbox"/> For your signature                 |
| <input type="checkbox"/> Per your request           | <input type="checkbox"/> For your investigation             |
| <input checked="" type="checkbox"/> For your action | <input type="checkbox"/> For your report and recommendation |
| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:  
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BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

**29428**

Your  
Seattle  
Board of Public Works

GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2290

DEPARTMENT: Engineering

PROJECT NAME: 1985 Arterial Resurfacing Program, Phase 2

BPW #: 85-43

ORDINANCE NO: 112020

CONTRACTOR: Watson Asphalt Paving Co., Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	10-08-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 57 working days \$ 912.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM55

City of Seattle  
**Board of Public Works**

Barbara K. Taber, Executive Secretary  
 Charles Royer, Mayor



*alley Blk 13 McKinney's Central Seattle  
 add paving*

*BPW*

*BPW 85-19*

**LETTER OF TRANSMITTAL**

<b>TO:</b> Eugene V. Avery Director of Engineering	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
	<b>RE:</b>

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JLO/TICL		0
RENADJH		

*UC*

*1-13-86*

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

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| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |
| <input type="checkbox"/> _____                      |   |

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:  
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BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
 Barbara K. Taber  
 Executive Secretary

**29428**

Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 12-18-85

INVOICE: 2293

COPY

DEPARTMENT: Engineering

PROJECT NAME: Alley Block 13, McKinney's Central Seattle  
Addition by Paving, etc.

BPW #: 85-19

ORDINANCE NO: 110426

CONTRACTOR: Klokstad Construction Co.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	06-10-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 141 working days \$2,256.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM56

# Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*DPW MT 1985 Arterial Resurfacing Ph I*  
*BPW 85-41*

## LETTER OF TRANSMITTAL

<b>TO:</b> Eugene V. Avery Director of Engineering.	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
<b>ATTN:</b>	<b>RE:</b>

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JLO/TICL		
KEN/ADJH		

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| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |

*4C*  
*1-13-86*

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:

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BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

29428

Your  
Seattle  
Board of Public Works

GENERAL FUND



DATE: 12-18-85

INVOICE: 2289

DEPARTMENT: Engineering

PROJECT NAME: 1985 Arterial Resurfacing Program, Phase I

BPW #: 85-41

ORDINANCE NO: 112020

CONTRACTOR: Lakeside Industries

COPY

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	08-28-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 85 working days \$1,360.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM55

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*RPW MI- Bedford Court NW Pump Sta Mod.*  
*RPW 84-83*

**LETTER OF TRANSMITTAL**

<b>TO:</b> Eugene V. Avery Director of Engineering	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
	<b>RE:</b>
<b>ATTN:</b>	

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JLO/TICL		0
RENADJH		

*4C*

*1-13-86*

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ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:

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BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

**29428**

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

7  
DATE: 12-18-85

INVOICE: 2297

DEPARTMENT: Engineering

PROJECT NAME: Bedford Court N.W. Pump Station Modernization

BPW #: 84-83

ORDINANCE NO: 110263

CONTRACTOR: Evergreen Utility Contractors, Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	09-05-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 80 working days \$1,280.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM56

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*MI - Bikeway, Lake Union*

*BFW BPW 24-89*

**LETTER OF TRANSMITTAL**

<b>TO:</b> Eugene V. Avery Director of Engineering.	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
<b>ATTN:</b>	<b>RE:</b>

ROUTING	DATE	INITIAL
ACTION		
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EVA		
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*4C*  
*1-13-86*

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:  
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BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

**29428**

Your  
Seattle  
Board of Public Works

GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2320

DEPARTMENT: Engineering

PROJECT NAME: Lake Union Bikeway Phase II (Valley St. et al)

BPW #: 84-89

ORDINANCE NO: 110900

CONTRACTOR: West Coast Construction Co., Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	04-22-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 175 working days

\$2,800.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM60

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*BPW Mt CRD/arterial Visual Equip Ch TV*  
*BPW 24-61*

LETTER OF TRANSMITTAL

TO: Eugene V. Avery	DATE: 12/20/85	BPW #:
Director of Engineering	RE:	
ATTN:		

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
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JLO/HICLAN		
REN/DTH		

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| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |

*4C*  
*1-13-86*

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.

When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:

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BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

29428

Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 12-18-85

INVOICE: 2300

COPY

DEPARTMENT: Engineering

PROJECT NAME: CBD/Arterial Visual Equipment Phase IV

BPW #: 84-61

ORDINANCE NO: 110900

CONTRACTOR: Signal Electric, Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	01-07-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 247 working days \$3,952.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM57



Your  
Seattle  
Board of Public Works

GENERAL FUND



DATE: 12-18-85

INVOICE: 2301

DEPARTMENT: Engineering

PROJECT NAME: East Calhoun St. Pump Station Modernization

BPW #: 85-14

ORDINANCE NO: 111921

CONTRACTOR: G.C.C., Inc.

COPY

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	05-24-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 151 working days \$2,416.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM57

**Your  
Seattle  
Board of Public Works**

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



BPW ME - Central Area Sidewalk Repair  
BPW 84-24

**LETTER OF TRANSMITTAL**

<b>TO:</b> Eugene V. Avery Director of Engineering.	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
	<b>RE:</b>

**ATTN:**

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
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JIC/TICL		
REN/DJH		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

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4C  
EVA  
JIC/TICL  
REN/DJH  
1-13-86

ACTION REQUESTED BY: \_\_\_\_\_

**REMARKS** The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete. When the project is accepted by the Board, your department will be billed for the balance due.

**COPIES TO:**  
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BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

**29428**

Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 12-18-85

INVOICE: 2303

DEPARTMENT: Engineering

PROJECT NAME: Central Area Sidewalk Repair

BPW #: 84-24

ORDINANCE NO: 111608

CONTRACTOR: J.R. Concrete Works

COPY

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	08-10-84	
Project previously billed through	12-31-84	
Billing Date	08-20-85	

**RATE:**

\$14.50 /day x 160 working days

\$2,320.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM57

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*BPW* MI - *Cover Park (15th Ave NE) Bridge Rehab*  
BPW 24-35

LETTER OF TRANSMITTAL

TO: Eugene V. Avery	DATE: 12/20/85	BPW #:
Director of Engineering	RE:	
ATTN:		

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JIC / RIC		0
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THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return
- \_\_\_\_\_
- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

*4C*  
*1-13-86*

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:  
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BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

29428

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2306

DEPARTMENT: Engineering

PROJECT NAME: Cowen Park (15th Ave. N.E.) Bridge by  
Rehabilitation

BPW #: 84-35

ORDINANCE NO: 111500

CONTRACTOR: Butler Sealant

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	02-04-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 228 working days

\$3,648.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM58

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*RFU MI-Corona Ave S/S Michigan UAB*  
*BPW 23-71*

LETTER OF TRANSMITTAL

TO: Eugene V. Avery	DATE: 12/20/85	BPW #:
Director of Engineering	RE:	

ATTN:

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JLC/KCL		
REN/DJH		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return
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- For your report and recommendation
- For review and comment

*4C*  
*1-13-86*

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:  
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BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

29428

Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 12-18-85

COPY

INVOICE: 2305

DEPARTMENT: Engineering

PROJECT NAME: Corson Avenue So. and So. Michigan St., UAB

BPW #: 83-71

ORDINANCE NO: 110900

CONTRACTOR: Totem Electric of Tacoma, Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	04-23-84	
Project previously billed through	12-31-84	
Billing Date	09-27-85	

**RATE:**

\$14.50 /day x 187 working days

\$2,711.50

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM58

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*MS-5 Dearborn St et al paving*

*BPW 84-16*

**LETTER OF TRANSMITTAL**

*BPW*

<b>TO:</b> Eugene V. Avery Director of Engineering	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
	<b>RE:</b>
<b>ATTN:</b>	

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
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KEN/DJH		

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*1-13-86*

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ACTION REQUESTED BY: \_\_\_\_\_

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When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:

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BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

**29428**

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2307

DEPARTMENT: Engineering

PROJECT NAME: South Dearborn St. et al by Paving, etc.

BPM #: 84-16

ORDINANCE NO: 108823

CONTRACTOR: Valley Cement Construction, Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	09-26-84	
Project previously billed through	12-31-84	
Billing Date	08-23-85	

RATE:

\$14.50 /day x 163 working days \$2,363.50

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM58

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*BFW* *MI - Pedestrian Walkways 1985*  
*BPW 25-60* **LETTER OF TRANSMITTAL**

<b>TO:</b> Eugene V. Avery Director of Engineering	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
	<b>RE:</b>
<b>ATTN:</b>	

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JLO/TKL		
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| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |

*4C*  
*1-13-86*

ACTION REQUESTED BY: \_\_\_\_\_

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When the project is accepted by the Board, your department will be billed for the balance due.

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BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

29428

Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 12-18-85  
INVOICE: 2288  
DEPARTMENT: Engineering  
PROJECT NAME: 1984 Pedestrian Walkways  
BPW #: 85-60  
ORDINANCE NO: 111500  
CONTRACTOR: Klokstad Construction

COPY

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	11-18-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 29 working days \$ 464.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM55

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



BPW *MS Resurfacing Arterials 1985*  
*BPW-84-39*

**LETTER OF TRANSMITTAL**

<b>TO:</b> Eugene V. Avery Director of Engineering	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
	<b>RE:</b>
<b>ATTN:</b>	

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JLC/TICL		
REN/DTH		

*4C*

*1-13-86*

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

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| <input type="checkbox"/> For your files             | <input type="checkbox"/> For your signature                 |
| <input type="checkbox"/> Per your request           | <input type="checkbox"/> For your investigation             |
| <input checked="" type="checkbox"/> For your action | <input type="checkbox"/> For your report and recommendation |
| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |
| <input type="checkbox"/> _____                      | <b>ACTION REQUESTED BY:</b> _____                           |

**REMARKS** The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete. When the project is accepted by the Board, your department will be billed for the balance due.

**COPIES TO:**  
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BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

**29428**

Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 12-18-85

INVOICE: 2287

DEPARTMENT: Engineering

PROJECT NAME: 1984 Arterial Resurfacing Program

BPW #: 84-39

ORDINANCE NO: 111500

CONTRACTOR: Lakeside Industries

COPY

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	09-24-84	
Project previously billed through	12-31-84	
Billing Date	12-31-85	

**RATE:**

\$14.50 /day x 250 working days \$3,625.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*BPW MI- NW Woodbine way Sewer Rehab*  
*BPW 84-43*

LETTER OF TRANSMITTAL

<b>TO:</b> Eugene V. Avery Director of Engineering.	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
	<b>RE:</b>

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JLO/TICL		0
KENADJH		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

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| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |

*UC*  
*1-13-86*

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:  
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BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

29428

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2378

DEPARTMENT: Engineering

PROJECT NAME: Northwest Woodbine Way Sewer Rehabilitation

BPW #: 84-43

ORDINANCE NO: 111500

CONTRACTOR: Tri-State Construction, Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	11-06-84	
Project previously billed through	12-31-84	
Billing Date	10-25-85	

RATE:

\$14.50 /day x 207 working days

\$3,001.50

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM70



Your  
Seattle  
Board of Public Works

GENERAL FUND



DATE: 12-18-85

INVOICE: 2319

COPY

DEPARTMENT: Engineering

PROJECT NAME: South Jackson St. UAB Signals, Lighting,  
Stairway and Sidewalks, etc.

BPW #: 84-84

ORDINANCE NO: 111500

CONTRACTOR: Valley Cement Construction, Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	04-15-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 180 working days

\$2,880.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM60

OUR

# Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*MI - Harrison St Tunnel 30th Ave E/E John*

BFW

BPW85-16

## LETTER OF TRANSMITTAL

<b>TO:</b> Eugene V. Avery Director of Engineering	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
	<b>RE:</b>
<b>ATTN:</b>	

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JIC/TICL		
RENADJH		

4C

1-13-86

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| <input checked="" type="checkbox"/> For your action | <input type="checkbox"/> For your report and recommendation |
| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.

When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:

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

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

29428

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2316

DEPARTMENT: Engineering

PROJECT NAME: Harrison St. Tunnel - 30th Ave. E. & E. John St.  
Element

BPW #: 85-16

ORDINANCE NO: 112237

CONTRACTOR: Interstate Underground Systems, Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	05-28-85	
Billing Date	12-06-85	

RATE:

\$16.00 /day x 134 working days \$2,144.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM59

Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*NI Harrison St Sewer Rehab*

*BPW*

*BPW 24-90*

LETTER OF TRANSMITTAL

TO: Eugene V. Avery	DATE: 12/20/85	BPW #:
Director of Engineering.	RE:	

ATTN:

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

For your information

For your files

Per your request

For your action

Please return

\_\_\_\_\_

For your approval

For your signature

For your investigation

For your report and recommendation

For review and comment

ACTION REQUESTED BY: \_\_\_\_\_

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JLC/TKL		
KEN/DJH		

*UC*

*1-13-86*

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:

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BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
 Barbara K. Taber  
 Executive Secretary

29428

BOARD OF PUBLIC WORKS OCT-DEC 1985

Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 12-18-85

INVOICE: 2315

COPY

DEPARTMENT: Engineering

PROJECT NAME: Harrison Street Sewer Rehabilitation

BPM #: 84-90

ORDINANCE NO: 110900

CONTRACTOR: Gary Merlino Construction Co.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	04-16-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 179 working days \$2,864.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM59

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*MI - Exemption w/ of 46-46-01-05  
Sewer Rehab*

BPW

BPW 25-26

**LETTER OF TRANSMITTAL**

<b>TO:</b> Eugene V. Avery Director of Engineering.	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
	<b>RE:</b>
<b>ATTN:</b>	

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JIC/TICL		
REN/DJH		

4C

1-13-86

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| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |
| <input type="checkbox"/> _____                      | <b>ACTION REQUESTED BY:</b> _____                           |

**REMARKS** The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete. When the project is accepted by the Board, your department will be billed for the balance due.

**COPIES TO:**  
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BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

**29428**

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2310

DEPARTMENT: Engineering

PROJECT NAME: Easement West of 46th Avenue So. Sewer  
Rehabilitation

BPW #: 85-26

ORDINANCE NO: 112020

CONTRACTOR: J. Small Construction Co.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	06-17-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 136 working days \$2,176.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM58



Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2322

DEPARTMENT: Engineering

PROJECT NAME: Lake Washington South Beaches, CSO Pritchard/  
Seward Park, Contract 1

BPW #: 84-20

ORDINANCE NO: 111253

CONTRACTOR: Felton Construction Co.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	02-08-85	
Billing Date	12-31-85	

**RATE:**

\$16.00 /day x 224 working days \$3,584.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM60

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*MI - Lake Wash Beaches A  
Madonna Madison Park  
CSO Cont #1*

*BFW BPU 84-67*

**LETTER OF TRANSMITTAL**

<b>TO:</b> Eugene V. Avery Director of Engineering	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
	<b>RE:</b>
<b>ATTN:</b>	

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JLO/TICL		
REN/DJH		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return
- \_\_\_\_\_
- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

*UC*

*1-13-86*

ACTION REQUESTED BY: \_\_\_\_\_

**REMARKS** The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete. When the project is accepted by the Board, your department will be billed for the balance due.

**COPIES TO:**  
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BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

**29428**

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2321

DEPARTMENT: Engineering

PROJECT NAME: Lake Washington Beaches South CSO Madrona/  
Madison Park CSO, Contract 1

BPW #: 84-67

ORDINANCE NO: 111253

CONTRACTOR: Massart Co.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	02-11-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 223 working days \$3,568.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

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WITH COPY OF INVOICE

FORM60

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*MI - Lake Washington Beaches S  
Butchard/Seward Park Cont 2*

*BPW*

*BPW 80508*

**LETTER OF TRANSMITTAL**

<b>TO:</b> Eugene V. Avery Director of Engineering	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
	<b>RE:</b>
<b>ATTN:</b>	

ROUTING	DATE	INITIAL
<i>ACTION</i>		
<i>FILE</i>		
<i>INFORMATION</i>		
<i>EVA</i>		
<i>JLC/KCL</i>	<i>at</i>	<i>0</i>
<i>RENADJH</i>		

*4C*

*1-13-86*

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| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |

ACTION REQUESTED BY: \_\_\_\_\_

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BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

**29428**

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2323

DEPARTMENT: Engineering

PROJECT NAME: Lake Washington Beaches South CSO Pritchard/  
Seward Park CSO, Contract 2

BPW #: 84-68

ORDINANCE NO: 111500

CONTRACTOR: Felton Construction Co.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	02-19-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 219 working days

\$3,504.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

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FORM61

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*BFO* *MZ - Lake Wash Beaches S*  
*BPW 24-66 Pritchard/Seward Park Cont?*

**LETTER OF TRANSMITTAL**

<b>TO:</b> Eugene V. Avery Director of Engineering	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
	<b>RE:</b>
<b>ATTN:</b>	

ROUTING	DATE	INITIAL
<del>ACTION</del>		
FILE		
INFORMATION		
EVA		
JIC/TICL		
RENADJH		

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| <input checked="" type="checkbox"/> For your action | <input type="checkbox"/> For your report and recommendation |
| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |

*4C*  
*1-13-86*

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
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COPIES TO:

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BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

**29428**

Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 12-18-85

INVOICE: 2324

COPY

DEPARTMENT: Engineering

PROJECT NAME: Lake Washington Beaches South CSO Pritchard/  
Seward Park CSO, Contract 3

BPW #: 84-66

ORDINANCE NO: 111253

CONTRACTOR: Felton Construction Co.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	02-12-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 222 working days \$3,552.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM61

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

*MI-Longfellow/Leach CSO Ph I CSO*



*BPO*

*BPW22-44*

LETTER OF TRANSMITTAL

TO: Eugene V. Avery	DATE: 12/20/85	BPW #:
Director of Engineering	RE:	

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JLO/TICL		
KENADJH		

*4C*

*1-13-86*

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- For your information
  - For your approval
  - For your files
  - For your signature
  - Per your request
  - For your investigation
  - For your action
  - For your report and recommendation
  - Please return
  - For review and comment
- ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:

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BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
 Barbara K. Taber  
 Executive Secretary

29428

Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 12-18-85

INVOICE: 2329

COPY

DEPARTMENT: Engineering

PROJECT NAME: Longfellow Creek CSO Phase I Combined Sewer  
Overflow

BPM #: 82-44

ORDINANCE NO: 110263

CONTRACTOR: Paschen Contractors, Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	02-28-83	
Project previously billed through	12-31-84	
Billing Date	12-31-85	

**RATE:**

\$15.00 /day x 250 working days \$3,750.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE



Your  
Seattle  
Board of Public Works

GENERAL FUND

COPY



DATE: 12-18-85

INVOICE: 2331

DEPARTMENT: Engineering

PROJECT NAME: Martin Luther King Jr. Way So. et al by  
Concrete Walks

BPH #: 84-23

ORDINANCE NO: 110263

CONTRACTOR: Gary Merlino Construction Co.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	12-19-84	
Project previously billed through	12-31-84	
Billing Date	12-31-85	

RATE:

\$14.50 /day x 250 working days

\$3,625.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*MI - Denny Regrade Trees  
2nd Ave et al*

*RPT*

*BPW 25-9*

LETTER OF TRANSMITTAL

TO: Eugene V. Avery		DATE: 12/20/85	BPW #:
Director of Engineering		RE:	
ATTN:			

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JLO/TICL		
RENADJH		

*UC*

*1-13-86*

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
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- For your files
- For your signature
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- For your investigation
- For your action
- For your report and recommendation
- Please return
- For review and comment

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:

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BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
 Barbara K. Taber  
 Executive Secretary

29428

Your  
Seattle  
Board of Public Works

GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2308

DEPARTMENT: Engineering

PROJECT NAME: Denny Regrade St. Trees, 2nd Ave. et al

BPM #: 85-9

ORDINANCE NO: 112138

CONTRACTOR: Dennis R. Craig Construction, Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	04-03-85	
Billing Date	11-22-85	

RATE:

\$16.00 /day x 164 working days

\$2,624.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM58

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*BFW* *MI-4* *over A via over Argo R.R. Bridge Rehab*

LETTER OF TRANSMITTAL

*BPW 23-20*

TO: Eugene V. Avery	DATE: 12/20/85	BPW #: _____
Director of Engineering	RE: _____	
ATTN: _____		

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return
- \_\_\_\_\_
- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

*UC*  
*EVA*  
*JLO/TICL at 0*  
*RENADJH*  
*1-13-86*

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
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COPIES TO:  
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BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

29428

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2366

DEPARTMENT: Engineering

PROJECT NAME: 4th Ave. So. Viaduct over Argo Railroad Yards  
by Bridge Rehabilitation

BPW #: 83-20

ORDINANCE NO: 110900

CONTRACTOR: David A. Mowat Co.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	09-26-83	
Project previously billed through	12-31-84	
Billing Date	12-31-85	

**RATE:**

\$15.00 /day x 250 working days

\$3,750.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM68



Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2365

DEPARTMENT: Engineering

PROJECT NAME: 3rd Ave. N.W. Sewer Rehabilitation

BPM #: 84-78

ORDINANCE NO: 110263

CONTRACTOR: Felton Construction Co.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	01-22-85	
Project previously billed through	12-31-84	
Billing Date	05-24-85	

RATE:

\$16.00 /day x 87 working days

\$1,392.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM68

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*BPW ME-2 adobe Extension S  
RPW 85-17*

LETTER OF TRANSMITTAL

<b>TO:</b> Eugene V. Avery Director of Engineering	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
	<b>RE:</b>

ROUTING	DATE	INITIAL
ACTION		
FILE INFORMATION		
EVA		
JLO/TICL		
REN/DJH		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return
- \_\_\_\_\_
- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

*UC*  
*EVA*  
*JLO/TICL*  
*REN/DJH*  
*1-13-86*

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.

When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

29428

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2364

DEPARTMENT: Engineering

PROJECT NAME: Second Ave. Extension So.

BPM #: 85-17

ORDINANCE NO: 112020

CONTRACTOR: Butler-Sealant Co.

\*\*\*\*\*

DESCRIPTION

DATE

CHARGE

Contractor Directed to Begin Work	07-15-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 117 working days

\$1,872.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM67



Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 12-18-85

INVOICE: 2363

COPY

DEPARTMENT: Engineering

PROJECT NAME: 2nd Ave. Concrete Street Rehabilitation

BPW #: 85-13

ORDINANCE NO: 111500

CONTRACTOR: D.A. Zuluaga Construction, Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	06-03-85	
Billing Date	12-31-85	

**RATE:**

\$16.00 /day x 146 working days

\$2,336.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM67

# Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*BPW* MI- 5<sup>th</sup> Ave NE / NE 172<sup>th</sup> Ave NE *BPW 84-59*

## LETTER OF TRANSMITTAL

<b>TO:</b> Eugene V. Avery Director of Engineering	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
	<b>RE:</b>
<b>ATTN:</b>	

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JIC/TICL		
RENADJH		

*4C*  
*1-13-86*

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- |   |   |
|---|---|
| <input type="checkbox"/> For your information       | <input type="checkbox"/> For your approval                  |
| <input type="checkbox"/> For your files             | <input type="checkbox"/> For your signature                 |
| <input type="checkbox"/> Per your request           | <input type="checkbox"/> For your investigation             |
| <input checked="" type="checkbox"/> For your action | <input type="checkbox"/> For your report and recommendation |
| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |
| <input type="checkbox"/> _____                      | <b>ACTION REQUESTED BY:</b> _____                           |

**REMARKS** The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
When the project is accepted by the Board, your department will be billed for the balance due.

**COPIES TO:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

**29428**

Your  
Seattle  
Board of Public Works



GENERAL FUND

COPY

DATE: 12-18-85

INVOICE: 2367

DEPARTMENT: Engineering

PROJECT NAME: 5th Ave. N.E. & N.E. 178th St. Pump Station  
Modernization

BPW #: 84-59

ORDINANCE NO: 111855

CONTRACTOR: Felton Construction Co.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	05-16-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 157 working days \$2,512.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM68

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*BFW ME - 35th Ave NE Pump Sta*  
*BPW 84-82*

**LETTER OF TRANSMITTAL**

<b>TO:</b> Eugene V. Avery Director of Engineering	<b>DATE:</b> 12/20/85 <b>BPW #:</b>
<b>ATTN:</b>	<b>RE:</b>

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JLC/TKL		
KEN/DJH		

*4C*

*1-13-86*

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- |   |   |
|---|---|
| <input type="checkbox"/> For your information       | <input type="checkbox"/> For your approval                  |
| <input type="checkbox"/> For your files             | <input type="checkbox"/> For your signature                 |
| <input type="checkbox"/> Per your request           | <input type="checkbox"/> For your investigation             |
| <input checked="" type="checkbox"/> For your action | <input type="checkbox"/> For your report and recommendation |
| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:

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

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

**29428**

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2372

DEPARTMENT: Engineering

PROJECT NAME: 35th Ave. N.E. Pump Station Modernization

BPW #: 84-82

ORDINANCE NO: 111500

CONTRACTOR: G.C.C., Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	02-13-85	
Billing Date	12-31-85	

**RATE:**

\$16.00 /day x 222 working days \$3,552.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM69

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*MI - NW 57<sup>th</sup> St / 36<sup>th</sup> NW Bridge Refinement*

*BPW*

LETTER OF TRANSMITTAL

*BPW 85-33*

TO: Eugene V. Avery Director of Engineering.	DATE: 12/20/85 BPW #:
	RE:
ATTN:	

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JLO/TICL		
KENADJH		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return
- \_\_\_\_\_
- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

*4C*

*1-13-86*

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:

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

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

29428

Your  
Seattle  
Board of Public Works

GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2374

DEPARTMENT: Engineering

PROJECT NAME: N.W. 57th St. /36th N.W. Bridge Replacement

BPW #: 85-33

ORDINANCE NO: 111500

CONTRACTOR: Madden Construction, Inc.

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	07-15-85	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 117 working days

\$1,872.00

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM69

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*BT* MI-24 *Shan Wetal* BPW 25-37

LETTER OF TRANSMITTAL

TO: Eugene V. Avery		DATE: 12/20/85	BPW #:																														
Director of Engineering		RE:																															
ATTN:		<table border="1"> <thead> <tr> <th>ROUTING</th> <th>DATE</th> <th>INITIAL</th> </tr> </thead> <tbody> <tr> <td colspan="3">ACTION</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>FILE</td> <td></td> <td></td> </tr> <tr> <td colspan="3">INFORMATION</td> </tr> <tr> <td>EVA</td> <td></td> <td></td> </tr> <tr> <td>JLO/TKL</td> <td></td> <td></td> </tr> <tr> <td>KENADJH</td> <td></td> <td></td> </tr> </tbody> </table>		ROUTING	DATE	INITIAL	ACTION												FILE			INFORMATION			EVA			JLO/TKL			KENADJH		
ROUTING	DATE	INITIAL																															
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EVA																																	
JLO/TKL																																	
KENADJH																																	

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| <input type="checkbox"/> For your files             | <input type="checkbox"/> For your signature                 |
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| <input checked="" type="checkbox"/> For your action | <input type="checkbox"/> For your report and recommendation |
| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |

*UC*  
1-13-86

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS The City Comptroller has requested that all public works projects be billed at the end of the year, even if the project has not been accepted as complete.  
When the project is accepted by the Board, your department will be billed for the balance due.

COPIES TO:

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

29428

Your  
Seattle  
Board of Public Works  
GENERAL FUND



COPY

DATE: 12-18-85

INVOICE: 2368

DEPARTMENT: Engineering

PROJECT NAME: 24th Ave. West et al CSB 1,2, & 3

BPW #: 85-37

ORDINANCE NO: 112020

CONTRACTOR: R.L. Alia Co.

\*\*\*\*\*  
DESCRIPTION

DATE

CHARGE

Contractor Directed to Begin Work	08-19-85	
Project previously billed through	12-31-84	
Billing Date	12-31-85	

RATE:

\$16.00 /day x 92 working days \$1,472.00

\*\*\*\*\*  
Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM68

Seattle  
Board of Public Works



BPW

DATE: December 20, 1985

APPROVAL OF DRAWINGS AND/OR PROJECT MANUAL

TO: Director of Engineering

THE BOARD OF PUBLIC WORKS, IN REGULAR SESSION TODAY, APPROVED FOR ADVERTISING THE FOLLOWING DRAWINGS AND/OR PROJECT MANUAL SUBJECT TO ANY LETTERS WHICH MAY HAVE BEEN RECEIVED DURING THE CIRCULATION PROCESS, AS INDICATED BELOW:

Drawings & Project Manual  Drawings Only  Project Manual Only

ACTION	
<input checked="" type="checkbox"/>	IMPROVEMENT: <u>South Orcas Street</u>
INFORMATION	
EVA	
JDD/TRL	
REN/EFE	
IFC	
DJH	

IMPROVEMENT: South Orcas Street

Short Bid Procedure  Private Contract  
(not approved for advertising)  
Work Order WS 2068  
Permit No. P9981

ORDINANCE NO: \_\_\_\_\_ LID NO: \_\_\_\_\_ SPEC. NO: \_\_\_\_\_

DRAWING NO: \_\_\_\_\_

1-13-86

LETTER FROM:  Director of Engineering  Superintendent of Water  
 Superintendent of City Light  Supt. of Parks & Recreation  
 Dir. of Admin. Services  \_\_\_\_\_

05 DEC 21 10:55

The Board requested that a letter be sent to each of the departments noted above indicating that the stipulations in their letter(s) have been implemented. Please send a copy of each letter to the Board office prior to the project being advertised. Thank you.

BOARD OF PUBLIC WORKS

*Barbara K. Taber*

BARBARA K. TABER  
EXECUTIVE SECRETARY

Attachment: Copy of letter(s) from other departments

cc: File: 2  
John Skommesa(4)/D.Howell/J.Byrne

29408

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

SEATTLE ENG. DEPT.

55 DEC 20 49:47



MEMORANDUM

*BPW*

Date: December 19, 1985  
 To: Board of Public Works Members  
 From: Barbara K. Taber, Executive Secretary *Barbara K. Taber*  
 Subject: Signature and Alternate Authorization for Board of  
 Public Works in 1986

In accordance with the requirements of the Board's Rules (Chapters 1.50.020 and 1.30.040, copies attached), please complete and sign the attached form designating those individuals in your department who are authorized to sign documents sent to the Board by your department and those individuals who are authorized to participate in Board meetings as alternates. I have attached for your information a copy of the most recent authorization form from your department which is on file in my office.

If the list of authorized individuals should change during the year, please notify me in writing.

Please return the completed form to me by January 2, 1986. Thank you.

BKT:MEP:wc  
 8-A/AUTHORIZE  
 Attachment

*Marilyn has original  
 letter and attachments  
 gr*

ROUTING	DATE	INITIAL
<b>ACTION</b>		
EVA	<i>12/21</i>	
<b>FILE</b>		
<b>INFORMATION</b>		
JDO		

*20*

*1-2-86*

cc: Ewen Dingwall, Seattle Center

**29352**



**LETTER OF TRANSMITTAL**

<b>TO:</b> Eugene V. Avery	<b>DATE:</b> 12-19-84	<b>BPW #:</b> ---
Director of Engineering	<b>RE:</b> Year-end Administrative Service Charge Billings	
<b>ATTN:</b>		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

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|---|---|
| <input type="checkbox"/> For your information       | <input type="checkbox"/> For your approval                  |
| <input type="checkbox"/> For your files             | <input type="checkbox"/> For your signature                 |
| <input type="checkbox"/> Per your request           | <input type="checkbox"/> For your investigation             |
| <input checked="" type="checkbox"/> For your action | <input type="checkbox"/> For your report and recommendation |
| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |

SEATTLE ENG. DEPT.  
 1984 DEC 20 10:50

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS Board of Public Works Administrative Service Charge for the subject  
project(s) is attached.

COPIES TO:

50

ROUTING	DATE	INITIAL
ACTION		
SDD/MJW/MT		
FILE		
INFORMATION		
EVA		
JPO/TRL		
REN/EFE		

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
 Barbara K. Taber  
 Executive Secretary

*att original  
 att copies*

*change*  
 18654

1-15-85

Your Seattle *BPW*  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



ACTION	
	/
INFORMATION	
EVA	
JED	
REN/ARD	
	BFE JSH
	LFC

Mc

1-8-86

MEMORANDUM

**Date:** December 18, 1985

**To:** Board of Public Works Members

**From:** Barbara K. Taber, Executive Secretary *Barbara K. Taber*

**Subject:** Modifications to Federal Wage Decisions

Attached are the following modifications to federal wage decisions:

<u>MODIFICATION</u>	<u>to</u>	<u>WAGE DECISION</u>
1 and 2		WA85-5037
1, 2, and 3		WA85-5039

This is the first time Modification #3 to WA85-5039 has been transmitted to you. We are sending you the other modifications to correct the effective date of Modification #2 to WA85-5037 and WA85-5039, which should be November 29, 1985.

Please include the attached in all public works project manuals which contain federal funds, effective immediately.

If you have any questions, please call.

BKT:MEP:k1  
Attachment  
7a/w.wgfedmod

cc: Doug Howell, Engineering Department  
Jo Rekhi, Parks and Recreation Department  
Robert Snyder, Department of Administrative Services  
John Hansen, City Light  
Jim Olson, Water Department  
Bette Robbins, Seattle Center

SEATTLE PUBLIC WORKS  
1985 DEC 19 AM 9 50

29329

MODIFICATIONS TO FEDERAL WAGE DECISION WA85-5037

Building Projects (50 FR 38405 - Sept. 20, 1985)

Chelan, Clallam, Grays Harbor, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pierce, Snohomish, Thurston, Pacific (Northern portion), and the areas of Douglas & Okanogan lying West of the 120th Meridian.

**MODIFICATION #1**

Published in Federal Register:  
October 18, 1985

**OMIT:**

SOFT FLOOR LAYERS:

Omit wages, fringes, and Area Descriptions:  
Areas 1, 2, 3 & 4

**ADD:**

SOFT FLOOR LAYERS:

Area 1:  
King County

Basic Hourly Rates	Fringe Benefits
\$17.30	\$2.83
\$19.67	\$4.50

**MODIFICATION #2**

Published in Federal Register:  
November 29, 1985

**CHANGE:**

BOILERMAKERS

MODIFICATIONS TO FEDERAL WAGE DECISION WA85-5039

Heavy, Highway, and Dredging Projects (50 FR 41631 - Oct. 11, 1985)

Statewide Washington

MODIFICATION #1  
Published in Federal Register:  
November 1, 1985

CHANGE:

CARPENTERS:

Area 3:  
Millwrights and Machine Erectors

OMIT:

TRUCK DRIVERS:

GROUP DESCRIPTIONS:

Area 1:  
Group 2:  
Pickup hauling material  
Group 5:  
Transit mixers and trucks,  
4,001 to 6,000 gallons  
Group 8:  
Semi truck and trailer 50 tons and under; lowboy  
Area 2:  
Group 3:  
Flatbed, single rear axle

ADD:

TRUCK DRIVERS:

GROUP DESCRIPTIONS:

Area 1:  
Group 5:  
Transit mixers and trucks hauling concrete  
over 3 yd. to 6 yd.; water tank truck 4,001  
to 6,000 gallons  
Group 8:  
Semi truck and trailer lowboy 50 yds. and under

Add the following language to heading for Truck  
Drivers:

Area 1:

(See footnote "b" regarding cost of project)

Basic Hourly Rates	Fringe Benefits
\$16.56	\$4.02

MODIFICATIONS TO FEDERAL WAGE DECISION WA85-5039

Heavy, Highway, and Dredging Projects (50 FR 41631 - Oct. 11, 1985)

Statewide Washington

MODIFICATION #2

Published in Federal Register:

November 29, 1985

CHANGE:

CARPENTERS:

Area 3: (See footnote "a" regarding cost of project):

Carpenters, automatic nailing machine, form stripper, and manhole builder

Floor layer, stationary power saw operator

Millwright and machine erector

Certified welder

Piledriverman, bridge, dock and wharf builder

Boom men

Zone Differential (Add to Zone 1 rates):

Zone 2 \$0.65

Zone 3 1.15

Zone 4 1.70

Zone 5 2.75

IRONWORKERS:

D.O.E. Hanford Site

Remaining Area

TRUCK DRIVERS:

Area 4: D.O.E. Hanford Site: Escort or pilot car driver, Tender and swamper, Pickup hauling material or employees

Group 1

Group 2

Group 3

Group 4

Group 5

Group 6

Group 7

Group 8

Group 9

Group 10

Group 11

Group 12

Group 13

Group 14

	Basic Hourly Rates	Fringe Benefits
	\$17.02	\$4.02
	17.17	4.02
	17.27	4.02
	17.42	4.02
	17.12	4.02
	17.22	4.02
	17.92	4.71
	18.26	4.71
	12.75	4.10
	14.94	4.10
	14.98	4.10
	15.04	4.10
	15.13	4.10
	15.34	4.10
	15.38	4.10
	15.44	4.10
	15.48	4.10
	15.59	4.10
	15.63	4.10
	15.94	4.10
	16.08	4.10
	16.24	4.10
	16.38	4.10

MODIFICATIONS TO FEDERAL WAGE DECISION WA85-5039

Heavy, Highway, and Dredging Projects (50 FR 41631 - Oct. 11, 1985)

Statewide Washington

MODIFICATION #2, continued  
Published in Federal Register:  
November 29, 1985

OMIT:

GROUP DESCRIPTIONS:

TRUCK DRIVERS - Area 4:

Group 1: Omit tender and Swamper; Pickup hauling material;

Group 5: Flaherty spreader

ADD:

GROUP DESCRIPTIONS:

TRUCK DRIVERS - Area 4:

Group 5: Transit mixers and trucks hauling concrete over 3 yd. to 6 yd.; Water tank truck 4001 to 6000 gallons

Group 6: Burner, cutter, and welder

Basic Hourly Rates	Fringe Benefits

MODIFICATIONS TO FEDERAL WAGE DECISION WA85-5039

Heavy, Highway, and Dredging Projects (50 FR 41631 - Oct. 11, 1985)

Statewide Washington

MODIFICATION #3

Published in Federal Register:

December 6, 1985

	Basic Hourly Rates	Fringe Benefits
<b>CHANGE:</b>		
<b>POWER EQUIPMENT OPERATORS:</b>		
Area 4:		
D.O.E. Hanford Site in Benton & Franklin Cos.:		
Group 1	\$14.28	\$4.35
Group 2	14.58	4.35
Group 3	15.13	4.35
Group 4	15.28	4.35
Group 5	15.43	4.35
Group 6	15.68	4.35
Group 7	15.93	4.35
Group 8	16.93	4.35
Group 9	18.68	4.35
<b>DREDGING:</b>		
Area 3:		
Clark, Cowlitz, Klickitat, Skamania, Wahkiakum, and Pacific (S.½) Cos.		
Group 1	\$17.83	\$5.15
Group 1A	18.57	5.15
Group 2	17.26	5.15
Group 3	16.83	5.15
Group 4	16.46	5.15

Your  
Seattle Board of Public Works  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

MEMORANDUM

	ACTION
	INFORMATION
EVA	
m-staff	

8

1-8-86



SEATTLE  
1985 DEC 19 AM 9 43

Date: December 17, 1985  
To: All Department Heads  
From: Barbara K. Taber, Executive Secretary *Barbara K. Taber*  
Subject: City of Seattle - Official Newspaper for 1986

The contract for the City of Seattle's Official Newspaper for 1986 was awarded by the Board of Public Works to the Daily Journal of Commerce on August 2, 1985.

The Charter for the City of Seattle states, "The City Official Newspaper... shall publish all official proceedings required by law to be published..." The Official Newspaper should be used by all City Departments for publishing items such as public/legal notices, invitations to bid, consultant proposal requests, Ordinances, Resolutions, Notice of Adoption of Rulings, public hearings, and other matters required by law.

The Daily Journal of Commerce publishes every day except Sunday. The rate for 1986 will be \$5.05 per single column inch, up from 1985's rate of \$4.70 per column inch.

Items for publication must be received by the Daily Journal of Commerce, 83 Columbia Street, Seattle, WA 98104, the day before they are to appear. Items for Saturday publication must be received by Thursday. All pertinent information must be submitted with the ad, i.e., date of first publication, department and address to be billed, and number of days the ad should appear in the paper.

The Daily Journal of Commerce will pick up publication copy at the following locations: Board of Public Works Department, Room 403, 400 Yesler Building; Purchasing Department, Room 405, 400 Yesler Building; City Clerk, Room 101, Municipal Building; and the Department of Construction and Land Use, Land Use Information Counter, 4th Floor, Municipal Building. The last pickup of the day from the Board of Public Works is 4:00 p.m. Items deposited at the DCLU pickup point require a call to notify the Daily Journal of Commerce, since pickups are not made there on a regular basis.

29330

Department Heads  
December 17, 1985  
Page 2

Our contract with the Daily Journal of Commerce includes a provision to supply a minimum of 200 copies of the newspaper daily, without charge. Attached is a copy of the 1985 distribution list of Daily Journal newspapers mailed to City departments. If there are any additions, deletions, or corrections which need to be made, please notify me by December 27, 1985.

If you need more information or have questions about the Official Newspaper contract, you may call Michael E. Purdy, Board of Public Works, (625-2266) or John Mihalyo, General Manager of the Daily Journal of Commerce (622-8272).

BKT:MEP:wc

cc: John Mihalyo, Daily Journal of Commerce

Attachment

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Your  
Seattle *BPW*  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

MEMORANDUM

ROUTING	DATE	INITIALS
<b>ACTION</b>		
<b>FILE</b>		
<b>INFORMATION</b>		
EVA		
m-staff		



8  
Various mtg dates & changes

**Date:** December 16, 1985  
**To:** All Board Members  
**From:** Barbara K. Taber, Executive Secretary  
**Subject:** Holiday Schedule

*Barbara K. Taber*

Please note the following changes in Board of Public Works meetings and deadlines:

1. December 27, 1985 BPW meeting is cancelled.
2. The agenda deadline for the January 3, 1986 BPW meeting is 5:00 p.m., Tuesday, December 31, 1985.
3. If necessary a special Board meeting will be called for Monday, December 30, 1985 at 1:30 p.m. to approve any contracts which must be awarded in 1985. The deadline for agenda items for the December 30, 1985 meeting is 8:00 a.m., Friday, December 27, 1985.

BKT:wc

cc: Bob Snyder, D.A.S.  
Bette Robbins, Seattle Center  
Doug Howell, Engineering Dept.  
John Hansen, City Light  
Jim Olsen, Water Dept.  
Jo Rekhi, Parks & Recreation  
Randy Gainer, Human Rights Dept.

1985 DEC 18 AM 9 27  
SEATTLE PUBLIC WORKS

29276

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

December 11, 1985

*BPW*

Re: Small Works Roster

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JDD		
REN/	ARW	LFC
	EFE	DJH

*1-7-86*



Honorable Doug Jewett  
City Attorney  
City of Seattle

Dear Mr. Jewett:

The Board of Public Works would appreciate a legal opinion regarding the City's ability to use the Small Works Roster method of advertising and awarding contracts, pursuant to RCW 35.22.620. This act was revised in 1985, and provides, in part, that a first class city may use a Small Works Roster and award contracts having a value equal to or less than \$100,000. Would you please provide an opinion on the following:

- (1) Does subsection 2, as amended, allow the use of a Small Works Roster for projects under \$100,000, in lieu of advertisement and award pursuant to public notice and call for competitive bids?
- (2) May the City enact a general ordinance authorizing the Small Works Roster method of contracting rather than provide for its use in each project ordinance?

Attached is a copy of the legislation as passed in 1985.

Very truly yours,

BOARD OF PUBLIC WORKS

*Barbara K. Taber*

Barbara K. Taber  
Executive Secretary

DJH:wc  
cc: All Board Members

Attachments

SEATTLE ENVIRONMENTAL  
1985 DEC 18 AM 8 27

29274

**NEW SECTION.** Sec. 9. RCW 28B.50.610, 28B.50.640, and 28B.50.660 are each decodified.

Passed the House March 4, 1985.

Passed the Senate April 18, 1985.

Approved by the Governor May 7, 1985.

Filed in Office of Secretary of State May 7, 1985.

### CHAPTER 219

[House Bill No. 576]

#### CITIES AND TOWNS—SMALL WORKS ROSTER

AN ACT Relating to cities and towns; and amending RCW 35.22.620 and ~~35.23.352~~.

Be it enacted by the Legislature of the State of Washington:

Sec. 1. Section 1, chapter 56, Laws of 1975 1st ex. sess. as amended by section 1, chapter 89, Laws of 1979 ex. sess. and RCW 35.22.620 are each amended to read as follows:

(1) Any public work or improvement of a first class city shall be done by contract pursuant to public notice and call for competitive bids, whenever the estimated cost of such work or improvement, including the cost of materials, supplies, and equipment will exceed the sum of ten thousand dollars: **PROVIDED**, That whenever this public work or improvement is for construction of water mains, such sum shall be fifteen thousand dollars. When any emergency shall require the immediate execution of such public work, upon the finding of the existence of such emergency by the authority having power to direct such public work to be done and duly entered of record, publication of description and estimate may be made within seven days after the commencement of the work.

(2) In addition to the procedures of subsection (1) of this section, a first class city may use a small works roster and award contracts under this subsection for contracts of ~~((thirty))~~ one hundred thousand dollars or less.

(a) The city may maintain a small works roster comprised of all contractors who have requested to be on the roster and are, where required by law, properly licensed or registered to perform such work in this state.

(b) Whenever work is done by contract, the estimated cost of which is ~~((thirty))~~ one hundred thousand dollars or less, and the city uses the small works roster, the city shall invite proposals from all appropriate contractors on the small works roster~~((:))~~; **PROVIDED**, That not less than five separate appropriate contractors, if available, shall be invited to submit bids on any one contract; **PROVIDED FURTHER**, That whenever possible, the city shall invite at least one proposal from a minority or woman contractor who shall otherwise qualify under this section. ~~((Such invitation))~~ Once a bidder on the small works roster has been offered an opportunity to bid, that bidder

shall not be offered another opportunity until all other appropriate contractors on the small works roster have been afforded an opportunity to submit a bid. Invitations shall include an estimate of the scope and nature of the work to be performed, and materials and equipment to be furnished.

(c) When awarding such a contract for work, the estimated cost of which is ~~((thirty))~~ one hundred thousand dollars or less, the city shall award the contract to the contractor submitting the lowest responsible bid.

Sec. 2. Section 35.23.352, chapter 7, Laws of 1965 as last amended by section 2, chapter 89, Laws of 1979 ex. sess. and RCW 35.23.352 are each amended to read as follows:

(1) Any second or third class city or any town may construct any public work or improvement by contract or day labor without calling for bids therefor whenever the estimated cost of such work or improvement, including cost of materials, supplies and equipment will not exceed the sum of fifteen thousand dollars. Whenever the cost of such public work or improvement, including materials, supplies and equipment, will exceed fifteen thousand dollars, the same shall be done by contract. All such contracts shall be let at public bidding upon posting notice calling for sealed bids upon the work. Such notice thereof shall be posted in a public place in the city or town and by publication in the official newspaper once each week for two consecutive weeks before the date fixed for opening the bids. The notice shall generally state the nature of the work to be done that plans and specifications therefor shall then be on file in the city or town hall for public inspections, and require that bids be sealed and filed with the council or commission within the time specified therein. Each bid shall be accompanied by a bid proposal deposit in the form of a cashier's check, postal money order, or surety bond to the council or commission for a sum of not less than five percent of the amount of the bid, and no bid shall be considered unless accompanied by such bid proposal deposit. If there is no official newspaper the notice shall be published in a newspaper published or of general circulation in the city or town. The council or commission of the city or town shall let the contract to the lowest responsible bidder or shall have power by resolution to reject any or all bids and to make further calls for bids in the same manner as the original call. When the contract is let then all bid proposal deposits shall be returned to the bidders except that of the successful bidder which shall be retained until a contract is entered into and a bond to perform the work furnished, with surety satisfactory to the council or commission, in the full amount of the contract price. If the bidder fails to enter into the contract in accordance with his bid and furnish such bond within ten days from the date at which he is notified that he is the successful bidder, the check or postal money order and the amount thereof shall be forfeited to the council or commission or the council or commission shall recover the amount of the surety bond. If no bid is received on the first call the council or commission may readvertise and make a second call, or

may enter into a contract without any further call or may purchase the supplies, material or equipment and perform such work or improvement by day labor.

(2) In addition to the procedures of subsection (1) of this section, a second or third class city or a town may use a small works roster and award contracts under this subsection for contracts of ~~((twenty))~~ one hundred thousand dollars or less.

(a) The city or town may maintain a small works roster comprised of all contractors who have requested to be on the roster and are, where required by law, properly licensed or registered to perform such work in this state.

(b) Whenever work is done by contract, the estimated cost of which is ~~((twenty))~~ one hundred thousand dollars or less, and the city uses the small works roster, the city or town shall invite proposals from all appropriate contractors on the small works roster: PROVIDED, That whenever possible, the city or town shall invite at least one proposal from a minority or woman contractor who shall otherwise qualify under this section. Such invitation shall include an estimate of the scope and nature of the work to be performed, and materials and equipment to be furnished.

(c) When awarding such a contract for work, the estimated cost of which is ~~((twenty))~~ one hundred thousand dollars or less, the city or town shall award the contract to the contractor submitting the lowest responsible bid.

(3) Any purchase of supplies, material, equipment or services other than professional services, except for public work or improvement, where the cost thereof exceeds two thousand dollars shall be made upon call for bids: PROVIDED, That the limitations herein shall not apply to any purchases of materials at auctions conducted by the government of the United States, any agency thereof or by the state of Washington or a political subdivision thereof.

(4) Bids shall be called annually and at a time and in the manner prescribed by ordinance for the publication in a newspaper published or of general circulation in the city or town of all notices or newspaper publications required by law. The contract shall be awarded to the lowest responsible bidder.

(5) For advertisement and competitive bidding to be dispensed with as to purchases between two thousand and four thousand dollars, the city legislative authority must authorize by resolution a procedure for securing telephone and/or written quotations from enough vendors to assure establishment of a competitive price and for awarding such contracts for purchase of materials, equipment, or services to the lowest responsible bidder. Immediately after the award is made, the bid quotations obtained shall be

recorded and open to public inspection and shall be available by telephone inquiry.

Passed the House March 22, 1985.  
Passed the Senate April 19, 1985.  
Approved by the Governor May 7, 1985.  
Filed in Office of Secretary of State May 7, 1985.

CHAPTER 220

[Engrossed House Bill No. 808]

PROPERTY TAXATION—REPLACEMENT OF PROPERTY THAT WAS DESTROYED

AN ACT Relating to property taxation; amending RCW 36.21.080; and declaring an emergency.

Be it enacted by the Legislature of the State of Washington:

Sec. 1. Section 36.21.080, chapter 4, Laws of 1963 as last amended by section 4, chapter 46, Laws of 1982 1st ex. sess. and RCW 36.21.080 are each amended to read as follows:

(1) The county assessor is authorized to place any property under the provisions of RCW 36.21.040 through 36.21.080 on the assessment rolls for the purposes of tax levy up to August 31st of each year. The assessed valuation of property under the provisions of RCW 36.21.040 through 36.21.080 shall be considered as of July 31st of that year.

(2) If, on or before December 31 in any calendar year, any real or personal property placed upon the assessment roll of that year is destroyed in whole or in part, or is in an area that has been declared a disaster area by the governor and has been reduced in value by more than twenty percent as a result of a natural disaster, the true cash value of such property shall be reduced for that year by an amount determined as follows, without necessity of taxpayer application under chapter 84.70 RCW:

(a) First take the true cash value of such taxable property before destruction or reduction in value and deduct therefrom the true cash value of the remaining property after destruction or reduction in value.

(b) Then divide any amount remaining by twelve and multiply the quotient by the number of months or major fraction thereof remaining after the date of the destruction or reduction in value of the property.

(c) If destroyed property is replaced prior to the valuation dates contained in subsection (1) of this section and RCW 36.21.090, the total taxable value for that year shall not exceed the value as of the appropriate valuation date in subsection (1) of this section or RCW 36.21.090 whichever is appropriate.

NEW SECTION. Sec. 2. This act is necessary for the immediate preservation of the public peace, health, and safety, the support of the state

(3) "Performance-based contract" means one or more contracts for energy equipment and services between a municipality and any other persons or entities, if the payment obligation for each year under the contract, including the year of installation, is either: (a) Set as a percentage of the annual energy cost savings attributable under the contract to the energy equipment and services; or (b) guaranteed by the other persons or entities to be less than the annual energy cost savings attributable under the contract to the energy equipment and services. Such guarantee shall be, at the option of the municipality, a bond or insurance policy, or some other guarantee determined sufficient by the municipality to provide a level of assurance similar to the level provided by a bond or insurance policy.

**NEW SECTION.** Sec. 3. (1) Each municipality shall publish in advance its requirements to procure energy equipment and services under a performance-based contract. The announcement shall state concisely the scope and nature of the equipment and services for which a performance-based contract is required, and shall encourage firms to submit proposals to meet these requirements.

(2) The municipality may negotiate a fair and reasonable performance-based contract with the firm that is identified, based on the criteria that is established by the municipality, to be the firm that submits the best proposal.

(3) If the municipality is unable to negotiate a satisfactory contract with the firm that submits the best proposal, negotiations with that firm shall be formally terminated and the municipality may select another firm in accordance with this section and continue negotiation until a performance-based contract is reached or the selection process is terminated.

**NEW SECTION.** Sec. 4. If a municipality chooses, by resolution or other appropriate mechanism, to negotiate a performance-based contract under this chapter, no otherwise applicable statutory procurement requirements apply.

**NEW SECTION.** Sec. 5. A new section is added to chapter 39.04 RCW to read as follows:

This chapter shall not apply to performance-based contracts, as defined in section 2(3) of this act, that are negotiated under chapter 39.—RCW (sections 2 through 4 of this act).

Sec. 6. Section 1, chapter 56, Laws of 1975 1st ex. sess. as amended by section 1, chapter 89, Laws of 1979 ex. sess. and RCW 35.22.620 are each amended to read as follows:

(1) Any public work or improvement of a first class city shall be done by contract pursuant to public notice and call for competitive bids, whenever the estimated cost of such work or improvement, including the cost of materials, supplies, and equipment will exceed the sum of ten thousand dollars: PROVIDED, That whenever this public work or improvement is for

construction of water mains, such sum shall be fifteen thousand dollars. When any emergency shall require the immediate execution of such public work, upon the finding of the existence of such emergency by the authority having power to direct such public work to be done and duly entered of record, publication of description and estimate may be made within seven days after the commencement of the work.

(2) In addition to the procedures of subsection (1) of this section, a first class city may use a small works roster and award contracts under this subsection for contracts of thirty thousand dollars or less.

(a) The city may maintain a small works roster comprised of all contractors who have requested to be on the roster and are, where required by law, properly licensed or registered to perform such work in this state.

(b) Whenever work is done by contract, the estimated cost of which is thirty thousand dollars or less, and the city uses the small works roster, the city shall invite proposals from all appropriate contractors on the small works roster; PROVIDED, That whenever possible, the city shall invite at least one proposal from a minority contractor who shall otherwise qualify under this section. Such invitation shall include an estimate of the scope and nature of the work to be performed, and materials and equipment to be furnished.

(c) When awarding such a contract for work, the estimated cost of which is thirty thousand dollars or less, the city shall award the contract to the contractor submitting the lowest responsible bid.

(3) This section does not apply to performance-based contracts, as defined in section 2(3) of this 1985 act, that are negotiated under chapter 39.—RCW (sections 2 through 4 of this 1985 act).

Sec. 7. Section 35.23.352, chapter 7, Laws of 1965 as last amended by section 2, chapter 89, Laws of 1979 ex. sess. and RCW 35.23.352 are each amended to read as follows:

(1) Any second or third class city or any town may construct any public work or improvement by contract or day labor without calling for bids therefor whenever the estimated cost of such work or improvement, including cost of materials, supplies and equipment will not exceed the sum of fifteen thousand dollars. Whenever the cost of such public work or improvement, including materials, supplies and equipment, will exceed fifteen thousand dollars, the same shall be done by contract. All such contracts shall be let at public bidding upon posting notice calling for sealed bids upon the work. Such notice thereof shall be posted in a public place in the city or town and by publication in the official newspaper once each week for two consecutive weeks before the date fixed for opening the bids. The notice shall generally state the nature of the work to be done that plans and specifications therefor shall then be on file in the city or town hall for public inspections, and require that bids be sealed and filed with the council or

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



BPW

December 11, 1985

Re: Curb at 11203 - 5th Avenue NE

30

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JDO		
JGR/KTS		

DEC 31 1985

Mr. Gordon Lecair  
541 NE 130th  
Seattle, Washington 98125

Dear Mr. Lecair:

It is my understanding that Metro will be meeting with you this week to discuss a mutually satisfactory resolution to your concerns regarding the curb adjacent to your property on 5th Avenue N.E.

Please contact me if further Board involvement is required.

Sincerely,

BOARD OF PUBLIC WORKS

Barbara K. Taber  
Executive Secretary

BKT:wc

cc: All Board Members  
Kirk Jones, Engineering Dept. ✓  
Linda Smith, Metro

05 DEC 12 A10:40

SEATTLE ENG. DEPT.

29129

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

BPW

MEMORANDUM

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JDO		
REN/DJH		
	UFC	EFE



6C

1-26-86

Date: December 10, 1985

To: Board of Public Works Members

From: Barbara K. Taber, Executive Secretary

*Barbara K. Taber*

Subject: Modifications #2 to Federal Wage Decisions #WA 85-5037 and #WA 85-5039

Attached are Modifications #2 to federal wage decisions #WA85-5037 and #WA 85-5039 which must be included in all public works improvement contract project manuals which contain federal funds, effective immediately.

If you have any questions, please call.

BKT:MEP:k1  
Attachment  
7a/w.wgfedmod

cc: Doug Howell, Engineering Department ✓  
Jo Rekhi, Parks and Recreation Department  
Robert Snyder, Department of Administrative Services  
John Hansen, City Light  
Jim Olson, Water Department  
Bette Robbins, Seattle Center

05 DEC 13 A10:43

SEATTLE ENG. DEPT.

29153

**MODIFICATIONS TO FEDERAL WAGE DECISION WA85-5037**

**Building Projects (50 FR 38405 - Sept. 20, 1985)**

Chelan, Clallam, Grays Harbor, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pierce, Snohomish, Thurston, Pacific (Northern portion), and the areas of Douglas & Okanogan lying West of the 120th Meridian.

**MODIFICATION #1**

Published in Federal Register:  
October 18, 1985

**OMIT:**

SOFT FLOOR LAYERS:

Omit wages, fringes, and Area Descriptions:  
Areas 1, 2, 3 & 4

**ADD:**

SOFT FLOOR LAYERS:

Area 1:  
King County

Basic Hourly Rates	Fringe Benefits
\$17.30	\$2.83
\$19.67	\$4.50

**MODIFICATION #2**

Published in Federal Register:  
November 22, 1985

**CHANGE:**

BOILERMAKERS



MODIFICATIONS TO FEDERAL WAGE DECISION WA85-5039

Heavy, Highway, and Dredging Projects (50 FR 41631 - Oct. 11, 1985)

Statewide Washington

MODIFICATION #2, continued  
Published in Federal Register:  
November 1, 1985

OMIT:

GROUP DESCRIPTIONS:

TRUCK DRIVERS - Area 4:

Group 1: Omit tender and Swamper; Pickup hauling material;

Group 5: Flaherty spreader

ADD:

GROUP DESCRIPTIONS:

TRUCK DRIVERS - Area 4:

Group 5: Transit mixers and trucks hauling concrete over 3 yd. to 6 yd.; Water tank truck 4001 to 6000 gallons

Group 6: Burner, cutter, and welder

Basic Hourly Rates	Fringe Benefits

BOARD OF PUBLIC WORKS OCT.-DEC. 1985

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

*EPW*

MEMORANDUM

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JDO		
REN/DJH		
	LFD	EFE

*lc*

*1-2-86*



Date: December 10, 1985

To: Board of Public Works Members

From: Barbara K. Taber, Executive Secretary

*Barbara K. Taber*

Subject: Modifications #2 to Federal Wage Decisions #WA 85-5037 and #WA 85-5039

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If you have any questions, please call.

BKT:MEP:k1  
Attachment  
7a/w.wgfedmod

cc: Doug Howell, Engineering Department  
Jo Rekhi, Parks and Recreation Department  
Robert Snyder, Department of Administrative Services  
John Hansen, City Light  
Jim Olson, Water Department  
Bette Robbins, Seattle Center

85 DEC 13 A10:47

CITY OF SEATTLE ENG. DEPT.

29151

**MODIFICATIONS TO FEDERAL WAGE DECISION WA85-5037**

**Building Projects (50 FR 38405 - Sept. 20, 1985)**

Chelan, Clallam, Grays Harbor, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pierce, Snohomish, Thurston, Pacific (Northern portion), and the areas of Douglas & Okanogan lying West of the 120th Meridian.

**MODIFICATION #1**

Published in Federal Register:  
October 18, 1985

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Area 1:  
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Basic Hourly Rates	Fringe Benefits
\$17.30	\$2.83
\$19.67	\$4.50

**MODIFICATION #2**

Published in Federal Register:  
November 22, 1985

**CHANGE:**

**BOILERMAKERS**



MODIFICATIONS TO FEDERAL WAGE DECISION WA85-5039

Heavy, Highway, and Dredging Projects (50 FR 41631 - Oct. 11, 1985)

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MODIFICATION #2, continued  
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Group 5: Transit mixers and trucks hauling concrete over 3 yd. to 6 yd.; Water tank truck 4001 to 6000 gallons

Group 6: Burner, cutter, and welder

Basic Hourly Rates	Fringe Benefits



*Yellow*

27843  
*Checked*



# Seattle Engineering Department

*BPW*

SEATTLE ENGINEERING  
1985 DEC -3 PM 3:21

Eugene V. Avery, Director of Engineering  
Charles Royer, Mayor

*Ans 12/3/85  
pm Evg*

November 27, 1985

William F. Garber  
6521 Esplanade  
Playa Del Rey, California 90393

Dear Sir:

We received your questionnaire, forwarded by the Board of Public Works, and hope that our information will help you in some way to complete your investigation. Filling out the questionnaire seemed to give an inadequate picture of the role of computers used in our agency. We hope that our description puts it more in perspective.

Seattle is a City of 500,000 people located on the shore of Puget Sound, bordered on the east by the Cascade Mountains and by the Olympic Mountains on the west side of the Sound. The Engineering Department has responsibility for the 4,000 lane miles of paved streets within the City, their sidewalks, areaways, guard rails, retaining walls, and 182 bridges. We also manage a Solid Waste and a Sewer Utility. The Department employs approximately 1,100 people with a wide range of skills and abilities. We manage 200 capital improvement projects on an annual basis and now use computers for assistance and monitoring these projects.

The Department uses a variety of general purpose and single purpose computers to assist it in its endeavors; from hand held, calculator size, computers for small engineering problems to large main frame computers shared within the City. Our accounting and fund management is done using a combination of a large main frame system and microcomputer based spread sheets. Engineering Design is now being assisted by a computer aided drafting system. This system shortens the time required to draw a map or set of plans by a factor of 2 or 3 to 1. We do some automated billing and financial record keeping using main frames and micros. We are also computerizing our accumulation of rainfall, using intelligent devices that measure rainfall at rain gauging stations and then transmit the data to a central location. We have recently incorporated micros into the measurement of waste water as it travels through piping to check flow and volume. We use micro computers at our Solid Waste collection sites, to weigh and bill customers. We also have computer controlled traffic light systems at several locations within the City this allows automatic signal changing to facilitate emergency vehicle travel.

Concurrence Prior to Signature	
<i>EVB</i>	<i>EVB</i>
<i>McJ</i>	<i>hmcj</i>
<i>JDO</i>	<i>JDO</i>

William F. Garber  
November 27, 1985  
Page 2

We find it very difficult to measure the exact monetary savings derived by using computer devices. To do all of the work manually would require many more personnel. We find the need for more highly trained workers, with computer training/skills much in demand. We have not noted any problem with workers depending on a computer to do their thinking for them, rather that the computer allows employees to turn mundane tasks over to automated processes leaving them with more time for innovative problem solving.

The social affect of instrumentation and automation in public works seems to be the upgrading of the ability to serve the public effectively and efficiently. Employees increase technical knowledge and are able to dedicate more hours to productive work using the results of computerized systems.

We hope this information can be of use to you.

Very truly yours,

Eugene V. Avery, P.E.  
Director of Engineering

EVA/EB:cmb

BPW

# Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

ACTION	
EVA	
INFORMATION	
M-STAFF	



jc

12-3-85 mtg 10:05 AM

November 27, 1985

## NOTICE OF SPECIAL MEETING OF THE BOARD OF PUBLIC WORKS

As Chairman of the City of Seattle Board of Public Works, I hereby call a Special Meeting of the Board of Public Works for Tuesday, December 3, 1985 at 10:05 a.m. in the 4th Floor Meeting Room of the 400 Yesler Building, Seattle, Washington 98104. The Board will take action upon a request for a street use permit to erect a Menorah in Westlake Mall.

George Pernsteiner  
Chairman  
Board of Public Works

1985 DEC - 2 PM 2 08  
SEATTLE BOARD OF PUBLIC WORKS

28828

THE CITY OF SEATTLE

LAW DEPARTMENT

MUNICIPAL BUILDING - SEATTLE, WASHINGTON 98104

AREA CODE 206 TELEPHONE 825-2402

DOUGLAS N. JEWETT, CITY ATTORNEY

November 25, 1985

Board of Public Works  
The City of Seattle  
Room 403  
400 Yesler Building  
Seattle, WA 98104

Re: Display of Hannukah Menorah

Dear Members of the Board:

As you are aware, we have been involved in litigation with the American Civil Liberties Union and Rabbi Yechezkel Kornfeld over the continued display of a Hannukah Menorah in the Westlake Mall right-of-way during the December holiday season.

We have been attempting to reach agreement with all parties that would recognize and balance First Amendment free speech interests, Constitutional separation of church and state, and the interests of the general public in use of the right-of-way. In the course of these particular discussions, however, we have become increasingly aware of the difficulties of developing general guidelines for the municipal regulation of symbolic speech that, as applied, are sufficiently narrow in focus to withstand Constitutional challenge. Under the circumstances, we believe that the City should continue to consider applications for the use of the Westlake Mall right-of-way for the exercise of symbolic speech on a case-by-case basis.

We have been informed that Rabbi Kornfeld has reapplied for a street use permit to erect a Hannukah Menorah in the Westlake Mall for the period from December 1, 1985, through January 1, 1986, subject to certain conditions set forth in a November 14, 1985 application to the Director of Engineering.

NOV 26 1985

Board of Public Works  
November 25, 1985  
Page two

Among the commitments made in Rabbi Kornfeld's application is the assurance that the Menorah to be displayed will be the same as has been displayed in previous years, will be structurally safe and "will be maintained to Seattle Fire Department and Engineering Department regulations previously on file." It appears from our review of a December 19, 1978 letter from Betty L. McFarlane, Executive Secretary of the Board of Public Works, that the initial erection of the Hannukah Menorah structure was subjected to Building Department review. In as much as the functions of the Building Department have now been assumed by the Department of Construction and Land Use, maintenance of the Menorah to Seattle Department of Construction and Land Use requirements would also be appropriate.

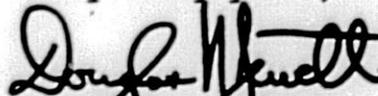
Rabbi Kornfeld has advised that representative of the Central Organization for Jewish Education (Chabad House) will attend the Menorah at various times during its requested display period.

Rabbi Kornfeld has also indicated that a readable notice of disclaimer will advise pedestrians that the City has not sponsored the display. In this connection, we have noted that a disclaimer notice erected by the City at the north end of Westlake Mall in connection with last year's display of the Hannukah Menorah was still in place as of last week. That sign should be sufficient notice of the City's noninvolvement in this symbolic speech display.

In our view, the issuance of the requested permit on the basis described in Rabbi Kornfeld's application is defensible.

If you desire additional information or wish to discuss this matter further, we stand ready to attend the next Board meeting.

Very truly yours,

  
DOUGLAS N. JEWETT  
City Attorney

DNJ:lp

**Central Organization for Jewish Education**  
**Chabad-Lubavitch**  
**Pacific Northwest**

(SPANNING STATES OF WASHINGTON, OREGON, IDAHO, MONTANA, ALASKA, AND PROVINCES OF B.C. AND ALBERTA, CANADA)

CHABAD HOUSE/YESHIVA/YOUTH GROUPS/CHEDER/CAMPS

4541 19TH AVENUE N.E.  
 SEATTLE, WASHINGTON 98105

THE CITY OF SEATTLE  
 CITY ENGINEER DEPT.

RABBI SHOLOM B. LEVITIN  
 REGIONAL DIRECTOR

RABBI ABI KAVKA  
 ADMINISTRATOR

RABBI YECHAZKEL KORNFELD  
 CHABAD HOUSE RABBI

RABBI LIEB KAPLAN  
 DEAN—YESHIVA GEDOLA

RABBI TEITELBAUM  
 PROVOST—YESHIVA GEDOLA

November 14, 1985

Nov 14 2 54 PM '85

City of Seattle  
 Department of Engineering  
 5th Floor - Municipal Bldg.  
 Seattle, Washington 98104

ATTN: DIRECTOR OF ENGINEERING

RE: HANNUKAH MENORAH

Dear Director:

I am by this letter requesting a street use permit for the display of the Hannukah Menorah in the Westlake Mall free speech area, as I have done traditionally and annually for a number of years. For your reference I enclose a copy of the permit issued for 1984. I propose this display of the Menorah, characterized as a candelabra in previous applications and permits, on the following basis which I believe to be in conformity with the City Attorney's proposed guidelines for such display(s):

1. The Menorah will be that same wooden candelabra as displayed in previous years; on a pedestal base, 8 ft. x 8 ft. (64 square feet), and is 15' high. It will be maintained to Seattle Fire Department and Engineering Department regulations previously on file, and structurally safe. We will maintain the same policy of insurance coverage as in previous years for the protection of the city and public.

2. Chabad personnel will attend the Menorah during reasonable daylight hours, six out of each seven days of the



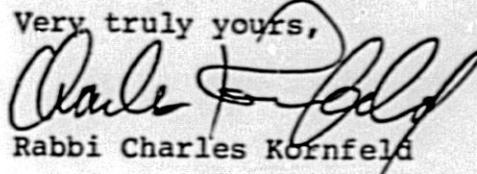
City of Seattle  
Department of Engineering  
November 14, 1985  
Page Two

week during which it is displayed.

3. A readable notice of disclaimer will clearly indicate to pedestrians that the City is not a sponsor of this display.

Please issue the requested permit for the period commencing December 1, 1985, and through January 1, 1986.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Charles Kornfeld", written in a cursive style. The signature is positioned above the typed name "Rabbi Charles Kornfeld".

Rabbi Charles Kornfeld

cc: Harvey Grad

UTILITY DAMAGE IS COSTLY - CALL BEFORE YOU DIG  
 FOR LOCATION OF UNDERGROUND UTILITIES - CALL 1-800-424-8556

At WESTLAKE MALL  
RABBI MOSE FELD  
OWNER  
ULANA  
577-1491  
CONTRACTOR

THE CITY OF SEATTLE  
 ENGINEERING DEPARTMENT  
 DIRECTOR OF ENGINEERING  
 501 MUNICIPAL BUILDING

to arrive  
 COMPLETED 11 the APPLICATION AND PERMIT  
 of the SU# P. 7404

11 E 1984 for 21 days permission is granted

TO TEMP INSTALL AND MAINTAIN  
A WOODEN CANOPY OVER THE  
WESTLAKE MALL FROM 12-13-84 TO  
1-2-85

TO BE MAINTAINED TO SEATTLE FIRE DEPT  
AND ENGR DEPT. REGULATION REGULATIONS  
CONR. IN FILE  
PUBLIC TO BE PROTECTED  
AT ALL TIMES

CALL CITY ENGR. DEPT. FOR FORMS AND FINAL INSPEC BEFORE AND AFTER POURING CONCRETE. PHONE 525-2

in accordance with application and ordinances govern

Treasury Voucher . . . . . \$ \_\_\_\_\_ Released \_\_\_\_\_  
 Indem. Agree.: Rec'd. \_\_\_\_\_ City File # \_\_\_\_\_ County File # \_\_\_\_\_  
 Cert. of Ins.: Rec'd. \_\_\_\_\_ Filed w/ \_\_\_\_\_  
 Bond: \$ \_\_\_\_\_ Rec'd. \_\_\_\_\_  
 File No. \_\_\_\_\_ Released \_\_\_\_\_  
 W.O. No. \_\_\_\_\_ Plan No. \_\_\_\_\_  
 Use 3  
 SU# P. 7404 St. Use Fee \$ 40.00  
 Ins. Fee \$ \_\_\_\_\_  
 Total \$ 40.00

Lot \_\_\_\_\_ Blk. \_\_\_\_\_ Addition \_\_\_\_\_  
 THE CITY SHALL BE HELD HARMLESS FROM ANY ACTION ARI THROUGH ISSUANCE OF THIS PERMIT - IT SHALL BE TEMPOR AND SUBJECT TO REVOCATION BY THE DIRECTOR OF ENGINEE  
T. Allen  
47th St. N. E.  
 ADDRESS PHONE  
 CITY ENGINEER E. J. McLaughlin  
 Per \_\_\_\_\_



NOV 16 1985

M E M O R A N D U M

November 12, 1985

TO: Board of Public Works  
The City of Seattle

Attn: Barbara Taber  
Executive Secretary

FROM: The Law Department

By: Colleen Barrett *YMCB*  
Assistant City Attorney

RE: Authority of the Board of Public Works and  
the Human Rights Department to conduct WMBE  
compliance investigations after acceptance  
of work under BPW contract

BACKGROUND

The Board of Public Works (Board) authorized a contract between Seattle City Light and One-Way Construction for Jeep Road and Tunnel Improvements for Ross Dam. The contract has been completed and accepted by the Board. Before acceptance, the Human Rights Department (HRD) investigated possible non-compliance with the Women and Minority Business Enterprise (WMBE) Ordinance and determined that the contractor had complied. After the Board's acceptance, further investigation indicated possible non-compliance with the WMBE Ordinance. In light of these facts, Executive Secretary Barbara Taber, requested the Law Department's opinion on the authority of the Board and HRD to audit the contractor after the City has accepted the contract.

ISSUE

What can the Board or HRD do about non-compliance with the WMBE Ordinance discovered after a contract has been accepted?

Board of Public Works  
November 12, 1985  
Page Two

DISCUSSION

The WMBE Ordinance (Seattle Municipal Code (SMC) 20.46) does not preclude investigation of non-compliance after a contract has been accepted. Among the sanctions that can be imposed by the contract awarding authority to assure compliance with the provisions of the Ordinance is the sanction of disqualification from future bidding. SMC § 20.46.080(A)4. Therefore, the Board would have an effective remedy to deal with non-compliance discovered after the contract has been accepted.

Another provision of the WMBE Ordinance, SMC 20.46.130, requires HRD to monitor WMBE compliance during the contract term. That section also indicates that if HRD determines that it has cause to believe that a contractor has failed to comply with the provisions of the WMBE Ordinance, HRD will notify the parties and attempt to conciliate. There is no specific language in the WMBE Ordinance which limits HRD's ability to investigate WMBE non-compliance.

However, because of certain provisions in the contract itself, the City may be deemed to have waived its right to investigate and impose sanctions.

Under Section 00700, paragraph 1.01(B)19, the contract defines the date of acceptance as

"the date certified in writing by the owner when all requirements of the contract documents have been met."

Therefore, the City (as owner) has already certified that the contractor has complied with the WMBE requirement as well as all other bid documents.

Further, the City has released the retainage to the contractor. Under Section 00700, paragraph 1.10(J), the payment of the retainage is the final payment.

Board of Public Works  
November 12, 1985  
Page Three

"The making and acceptance of the final payment shall constitute a waiver of all claims by the owner, other than those arising from unsettled liens, from faulty work appearing within the guarantee period, from the requirements of the drawings and specifications, or from manufacturers' guarantees."

These two sections, read together, may preclude the City from taking any further actions against the contractor for WMBE non-compliance.

RECOMMENDATION

After a contract has been accepted and final payment made, to assure that the Board and HRD are able to investigate and impose sanctions upon contractors who do not comply with the WMBE Ordinance, the language of the bid specifications should be modified to indicate that the making and acceptance of the final payment is not a waiver of the City's ability to investigate and act upon findings of non-compliance with the WMBE Ordinance. HRD still has the option to use any new information to de-certify a WMBE subcontractor who has acted in a fraudulent manner. Also, if there is evidence that any person has knowingly made, filed or caused a materially false or misleading statement or report, the matter may be reported to the City Attorney for possible criminal prosecution. SMC § 20.46.130(F).

CMB:pm

cc: Marlaina Kiner  
Randal Gainer

III:OPIN2.

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

BPW

MEMORANDUM

ACTION		
INFORMATION		
EVA		
JDO		
REN	LFC	
	DJH	



50

12-11-85

*Barbara K. Taber*

Date: November 22, 1985  
To: Board of Public Works Members  
From: Barbara K. Taber, Executive Secretary  
Subject: State Prevailing Wage Rates Update

Attached is Revision #2 to the 9-13-85 State Prevailing Wage Rates. This Revision should be included in all public works contract specifications, effective for all projects with bid opening date of December 11, 1985 or later, by addendum if necessary. This revision should be inserted after Revision #1 and in front of the existing 9-13-85 rates.

If you have any questions, please call Kristine Broome at extension 2266.

BKT:MEP:kb  
7A/modmemo2

- cc: Doug Howell, Engineering Department
- Jim Olson, Water Department
- John Hansen, City Light Department
- Jo Rekhi, Parks and Recreation Department
- Robert Snyder, Department of Administrative Services
- Bette Robbins, Seattle Center

1985 NOV 26 PM 11:33

28706

REVISION #2

STATE PREVAILING WAGES - MODIFICATIONS TO 9-13-85 RATES

(Effective Date 11-04-85)

Change to:

SPRINKLER FITTERS - FIRE PREVENTION

Journeyman	21.34
Apprenticeship	.185 per hr.
Health and Welfare	1.70 per hr.
Pension	1.60 per hr.

State: The first 2 hours in excess of 8 hours per day, Monday through Friday, and the first 8 hours on Saturday, shall be paid at one and one-half times (inc. H & W) the regular rate of pay. All other overtime hours and all hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.

Change to:

TILE, MARBLE, AND TERRAZZO HELPERS

Tile, Marble and Terrazzo Finisher	15.30
Health and Welfare	1.47 per hr.
Pension	.75 per hr.



LETTER OF TRANSMITTAL

BPW

TO: Interim Director	DATE: 11/12/85	BPW #:
Human Rights Department	RE: Board of Public Works WMBE	
	Report for October 1985	
ATTN: Randy Gainer		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return

- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

ACTION	
✓	
INFORMATION	
EVA	
JDO/TRH	
REN/ABW	
LFC	
DJH	

12-11-85

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS All construction contracts were awarded by competitive bid. All consultant contracts were awarded based upon negotiation. None of the contractors awarded contracts were non-profit firms.

COPIES TO:

- Board of Public Works Members
- Office for Women's Rights

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

28616

BOARD OF PUBLIC WORKS WBE REPORT - CONSTRUCTION CONTRACTS

OCTOBER 1985

BEW NO	FUNDING SOURCE	NAME OF CONTRACTOR	WBE, MBE, OR WBE	NAME OF PROJECT	DATE OF AWARD OR SUB APPROVAL	AMOUNT OF PRIME CONTRACT	NAME OF WBE CONTRACTOR/SUBCONTRACTORS	WBE, MBE, OR WBE	CONTRACT TYPE (Sub=1; Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF WBE PARTICIPATION
85-60	ACSF	Klokstad Const. Co.		1984 Pedestrian Walkways	10-08-85	308008.40	Kernore Premix	WBE	1 Cement	16985.00
85-60						0.00	Hot Mix Pavers	WBE	1 Asphaltting	75509.50
85-60						0.00	Kaspac	WBE	1 Pavement Marking	4734.00
85-60						0.00	National Concrete Out.	WBE	1 Sawing & Sealing	5300.00
85-58	Light	Interstate Underground		Gorge & Diablo Switchyards Oil Contain.	10-18-85	169500.00	M.A. Griffin Company	WBE	1 Mechanical	6510.00
85-58						0.00	T. Yorozu Gardening	WBE	1 Hand Excavate	25520.00
85-62	CRF	David A. Mowat Co.		Dr. Josee Rizal Bridge Resurfacing	10-18-85	274480.00	Wespac Const., Inc.	WBE	1 Ex. Joint Repair	10000.00
85-62						0.00	Daley's Const. Co.	WBE	1 Asphalt Removal	22776.00
85-62						0.00	Eagle Crest Const.	WBE	1 Concrete Repair	23708.00
85-63	CRF	David A Mowat Co.		Magnolia Bridge West Half Resurfacing	10-18-85	464945.00	Wespac Const., Inc.	WBE	1 Traffic/Exp Jt. Rep.	15000.00
85-63						0.00	Daley's Const. Co.	WBE	1 Asphalt Removal	44394.00
85-63						0.00	TNT Concrete	WBE	1 Concrete	3318.00
85-63						0.00	Eagle Crest Const.	WBE	1 Concrete Repair	22370.00
85-64	Light	Virginia L. Seitz Const.	WBE	North Gate Modification Duesamish Subst.	10-18-85	17950.00	Virginia L. Seitz Const.	WBE	4 General Const.	14050.00
85-64						0.00	Ben-Co. Const.	WBE	1 Asphalt Outting	2700.00
85-44	Sub Apprv1	Klokstad Const. Co.		Sewer Outreach Program, Phase I	10-08-85	0.00	Rodarte Const., Inc.	WBE	1 Sewer	94000.00
85-54	Sub Apprv1	Northwest Envirosevice		Georgetown Steam Plant Soil Removal	10-08-85	0.00	Elizabeth A. Taylor	WBE	1 Industrial Hygiene	1000.00

\*\*\* FINAL TOTALS \*\*\*

1234883.40

387874.50

BOARD OF PUBLIC WORKS WBE REPORT - CONSULTANT CONTRACTS

OCTOBER 1985

CONTRACT NUMBER	FUNDING SOURCE	NAME OF CONTRACTOR	WBE, MBE, DB, WBE	NAME OF PROJECT	DATE OF AWARD	AMOUNT OF PRIME CONTRACT	NAME OF WBE CONTRACTOR/SUBCONTRACTORS	WBE, MBE, DB, WBE	CONTRACT TYPE (Sub=1); (Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF WBE PARTICIPATION
Amendment No. 1	PAIF/CRF	Van Horne & Van Horne	WBE	Woodland Zoo Tropical/Nocturnal	10-08-85	12010.00	Van Horne & Van Horne	WBE	4 Architectural	9460.00
Supplement #2	Water	Economic & Engineering		Water Rate Study	10-08-85	0.00	Centrac Associates, Inc.	WBE	1 Mechanical	2300.00
Design Agree.	123 Bonds	Makers Architecture		Woodland Park Zoo-Bear & Feline	10-08-85	8500.00	NO WBE PARTICIPATION			0.00
Supp. 9/17/79-28	WSF	Andersen-Bjornstad-Kane		Spokane St. Corridor & Harbor Is.	10-08-85	23610.00	Globe Secretariat	WBE	1 Typing	715.00
Supp. #9	Water	Pool Engineering, Inc.		Design/Maple Leaf Pump Station	05-00-85	0.00	Centrac Associates, Inc.	WBE	1 Mechanical	7000.00
Supp. 2C/1982-20	General	Stammon & Wilson, Inc.		Shoring/1227 Madison St.	10-18-85	99876.00	Elcon Associates	WBE	1 Electrical	10000.00
Design Agree.	CRBG	Steve Worthy & Assoc.		Central Area Parks Rest/Phase IIB	10-18-85	0.00	Robert Shinbo	WBE	1 Landscaping	30000.00
Supp. 1/1984-25	AIF/WSDOT	Fujiki & Assoc.	WBE	Sand Point Way NE Median Project	10-18-85	0.00	PKS Word Processing	WBE	1 Word Processing	240.00
Design Agree.	123 Bond	Alpha Engineers, Inc.	WBE	Atlantic City Boat Ramp	10-18-85	0.00	Weeden's Consulting	WBE	1 Electrical	533.00
Contract	123 Bonds	TCW Associates	WBE	Fire Stations 21 and 39	10-18-85	14999.00	NO WBE PARTICIPATION			0.00
Contract	123 Bonds	Alpha Engineers, Inc.	WBE	Alterations to Fire Station 9	10-18-85	14789.25	Mary's Secretarial Svcs.	WBE	1 Word Processing	200.00
Design Agree.	BG	Walser & Associates		E.C. Hughes Playground Imp.	10-18-85	13158.24	Fujiki & Assoc.	WBE	4 Construction Mgmt.	13158.24
Supplement #3	Water	Elwood W. Ott		Tolt River Dam Safety Imp.	10-25-85	26813.00	Alpha Engineers, Inc.	WBE	4 Design	25472.00
						0.00	Peggy Gaynor	WBE	1 Landscaping	1341.00
						11200.00	TCW Associates	WBE	4 Engineering	6000.00
						10728.00	Alpha Engineers, Inc.	WBE	4 Engineering	10428.00
						4202.00	NO WBE PARTICIPATION			0.00
						21000.00	NO WBE PARTICIPATION			0.00

\*\*\* FINAL TOTALS \*\*\*

260885.49

116847.24

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	Total MBEs (Primes) Pub. Wks. This Mo.	Total MBEs (Primes) Pub. Wks. To Date	\$ MBEs (Subs) Pub. Wks. This Mo.	\$ MBEs (Subs) Pub. Wks. To Date	Total MBEs (Primes & Subs.) Pub. Wks. This Month	Total MBEs (Primes & Subs.) Pub. Wks. To Date	% MBEs (Primes & Subs.) Public Works This Month	% MBEs (Primes & Subs.) Public Works To Date
Jan.	897,226.24	897,226.24	0	0	132,290.00	132,290.00	132,290.00	132,290.00	14.7	14.7
Feb.	2,425,327.81	3,322,554.05	0	0	460,851.20	593,141.20	460,851.20	593,141.20	19.0	17.9
Mar.	2,996,222.60	6,318,776.65	0	0	722,356.00	1,315,497.20	722,356.00	1,315,497.20	24.1	20.8
Apr.	3,554,221.15	9,872,997.80	1,331,022.00	1,331,022.00	504,670.00	1,820,167.20	1,835,692.00	3,151,189.20	51.6	32.0
May	2,561,769.50	12,434,767.30	0	1,331,022.00	489,518.96	2,309,686.16	489,518.96	3,640,708.16	19.1	29.3
June	1,305,971.50	13,740,738.80	0	1,331,022.00	231,721.50	2,541,407.66	231,721.50	3,872,429.66	17.7	28.2
July	3,582,954.50	17,323,693.30	0	1,331,022.00	619,554.25	3,160,961.91	619,554.25	4,491,983.91	17.3	25.9
Aug.	2,804,621.04	20,128,314.34	0	1,331,022.00	508,887.00	3,669,848.91	508,887.00	5,000,870.91	18.1	24.8
Sept.	2,805,681.13	22,933,995.47	0	1,331,022.00	376,930.00	4,046,778.91	376,930.00	5,377,800.91	13.4	23.4
Oct.	1,234,883.40	24,168,878.87	0	1,331,022.00	324,329.50	4,371,108.41	324,329.50	5,702,130.41	26.3	23.6
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 WBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	Total WBEs (Primes) Pub. Wks. This Mo.	Total WBEs (Primes) Pub. Wks. To Date	\$ WBEs (Subs) Pub. Wks. This Mo.	\$ WBEs (Subs) Pub. Wks. To Date	Total WBEs (Primes & Subs.) Pub. Wks. This Month	Total WBEs (Primes & Subs.) Pub. Wks. To Date	% WBEs (Primes & Subs.) Public Works This Month	% WBEs (Primes & Subs.) Public Works To Date
Jan.	897,226.24	897,226.24	0	0	34,136.00	34,136.00	34,136.00	34,136.00	3.8	3.8
Feb.	2,425,327.81	3,322,554.05	174,013.30	174,013.30	98,079.00	132,215.00	272,092.30	306,220.30	11.2	9.2
Mar.	2,996,222.60	6,318,776.65	0	174,013.30	242,641.00	374,856.00	242,641.00	548,869.30	8.1	8.7
Apr.	3,554,221.15	9,872,997.80	42,452.25	216,465.55	96,060.57	470,916.57	138,512.82	687,382.12	3.9	7.0
May	2,561,769.50	12,434,767.30	0	216,465.55	126,131.00	597,047.57	126,131.00	813,513.12	4.9	6.5
June	1,305,971.50	13,740,738.80	12,180.00	228,645.55	46,083.30	643,130.87	58,263.30	871,776.42	4.5	6.3
July	3,582,954.50	17,323,693.30	0	228,645.55	130,690.00	773,820.87	130,690.00	1,002,466.42	3.6	5.8
Aug.	2,804,621.04	20,128,314.34	0	228,645.55	126,930.90	900,751.77	126,930.90	1,129,397.32	4.5	5.6
Sept.	2,805,681.13	22,933,995.47	0	228,645.55	134,235.00	1,034,986.77	134,235.00	1,263,632.32	4.8	5.5
Oct.	1,234,883.40	24,168,878.87	14,050.00	242,695.55	49,495.00	1,084,481.77	63,545.00	1,327,177.32	5.1	5.5
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1965 MBE PARTICIPATION - CONSULTANT CONTRACTS

Month	\$ Consultant Contracts This Mo.	\$ Consultant Contracts To Date	\$ Total MBEs (Primes) Cons. Cont. This Mo.	\$ Total MBEs (Primes) Cons. Cont. To Date	\$ MBEs (Subs) Cons. Cont. This Mo.	\$ MBEs (Subs) Cons. Cont. To Date	\$ Total MBEs (Primes & Subs.) Cons. Cont. This Month	\$ Total MBEs (Primes & Subs.) Cons. Cont. To Date	% MBEs (Primes & Subs.) Cons. Cont. This Month	% MBEs (Primes & Subs.) Cons. Cont. To Date
Jan.	1,418,011.12	1,418,011.12	360,550.59	360,550.59	223,105.60	223,105.60	583,656.19	583,656.19	41.2	41.2
Feb.	98,729.00	1,516,740.12	0	360,550.59	26,132.00	249,237.60	26,132.00	609,788.19	26.5	40.2
Mar.	362,476.96	1,879,217.08	36,810.00	397,360.59	29,432.00	278,669.60	66,242.00	676,030.19	18.3	36.0
Apr.	686,402.00	2,565,619.08	34,999.00	432,359.59	97,491.00	376,160.60	132,490.00	808,520.19	19.3	31.5
May	691,523.95	3,257,143.03	7,838.36	440,197.95	120,032.00	496,192.60	127,870.36	936,390.55	18.5	28.7
June	319,043.25	3,576,186.28	43,060.00	483,257.95	26,988.00	523,180.60	70,048.00	1,006,438.55	22.0	28.1
July	182,292.50	3,758,478.78	35,922.00	519,179.95	18,534.50	541,715.10	54,456.50	1,060,895.05	29.9	28.2
AUG.	1,496,613.73	5,255,092.51	235,039.75	754,219.70	157,888.82	699,603.92	392,928.57	1,453,823.62	26.3	27.7
Sept.	582,022.55	5,837,115.06	224,301.84	978,521.54	22,006.00	721,609.92	246,307.84	1,700,131.46	42.3	29.1
Oct.	260,885.49	6,098,000.55	55,058.24	1,033,579.78	49,833.00	771,442.92	104,891.24	1,805,022.70	40.2	29.6
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 WBE PARTICIPATION - CONSULTANT CONTRACTS

Month	\$ Consultant Contracts This Mo.	\$ Consultant Contracts To Date	\$ Total WBEs (Primes) Cons. Cont. This Mo.	\$ Total WBEs (Primes) Cons. Cont. To Date	\$ WBEs (Subs) Cons. Cont. This Mo.	\$ WBEs (Subs) Cons. Cont. To Date	\$ Total WBEs (Primes & Subs.) Cons. Contr. This Month	\$ Total WBEs (Primes & Subs.) Consul. Cont. To Date	% WBEs (Primes & Subs.) Consul. Cont. This Month	% WBEs (Primes & Subs.) Consul. Cont. To Date
Jan.	1,418,011.12	1,418,011.12	4,105.00	4,105.00	59,719.00	59,719.00	63,824.00	63,824.00	4.5	4.5
Feb.	98,729.00	1,516,740.12	0	4,105.00	2,730.00	62,449.00	2,730.00	66,554.00	2.8	4.4
Mar.	362,476.96	1,879,217.08	0	4,105.00	7,225.00	69,674.00	7,225.00	73,779.00	2.0	3.9
Apr.	686,402.00	2,565,619.08	23,200.00	27,305.00	40,957.00	110,631.00	64,157.00	137,936.00	9.3	5.4
May	691,523.95	3,257,143.03	21,930.00	49,235.00	17,660.00	128,291.00	39,590.00	177,526.00	5.7	5.5
June	319,043.25	3,576,186.28	30,728.00	79,963.00	4,158.51	132,449.51	34,886.51	212,412.51	10.9	5.9
July	182,292.50	3,758,478.78	6,875.00	86,838.00	4,735.00	137,184.51	11,610.00	224,022.51	6.4	6.0
Aug.	1,496,613.73	5,255,092.51	217,769.75	304,607.75	50,318.72	187,503.23	268,088.47	492,110.98	17.9	9.4
Sept.	582,022.55	5,837,115.06	2,900.00	307,507.75	24,080.00	211,583.23	26,980.00	519,090.98	4.6	8.9
Oct.	260,885.49	6,098,000.55	9,460.00	316,967.75	2,496.00	214,079.23	11,956.00	531,046.98	4.6	8.7
Nov.										
Dec.										
Total										



Department of  
**Public Works**



*Board of Public Works (Tacoma)*

TO: All City Engineers and Public Works Directors  
SUBJECT: Local Agency Guidelines Manual Review Committee  
DATE: November 12, 1985

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
M-STAFF		

MEETING 12-13-85

The next meeting of the LAG Manual Review Committee is scheduled for December 13, 1985. At this meeting the Committee will address the following issues:

1. Sample forms - i.e., request for advancement of FAS funds, and Notice for Public Hearing.
2. Authorization to advertise for bids (Chapter IV-4B-01). Should Local Agency be allowed to advertise a project prior to receiving all approvals, but not award until all approvals have been received?
3. Consultants (Chapter III-1)
  - a. On-site visits
  - b. Letters to oneself
  - c. Advertising for consultant (General ad or project specific ad)
  - d. Independent estimate
4. Small purchase procedures (Chapter III-1-08).
5. Certification letter on materials incorporated in project (Appendix V-1B-15) and requirement to attach checklist.

If you have any comments on these issues please send them to:

William Larkin IV, P.E.  
City of Tacoma  
Department of Public Works  
Suite 345, Tacoma Municipal Building  
Tacoma, WA 98402

85 NOV 19 11:10

SEARCHED ENG. DEPT.

28566

TO: All City Engineers and Public Works Directors  
Page 2

Once again your response is extremely important because the committee members need your assistance in developing solutions to the problems that you, users of the LAG Manual, have identified.

Also, if you still have other concerns regarding the LAG Manual please submit your comments.

Sincerely,



William Larkin IV, P.E.  
Co-Chairman, LAG Manual Review Committee

cc: Craig Olson, A.W.C.



MODIFICATIONS TO FEDERAL WAGE DECISION WA85-5039

Heavy, Highway, and Dredging Projects (50 FR 41631 - Oct. 11, 1985)

Statewide Washington

**MODIFICATION #1**

Published in Federal Register:  
November 1, 1985

CHANGE:

CARPENTERS:

Area 3:

Millwrights and Machine Erectors

OMIT:

TRUCK DRIVERS:

GROUP DESCRIPTIONS:

Area 1:

Group 2:

Pickup hauling material

Group 5:

Transit mixers and trucks,  
4,001 to 6,000 gallons

Group 8:

Semi truck and trailer 50 tons and under; lowboy

Area 2:

Group 3:

Flatbed, single rear axle

ADD:

TRUCK DRIVERS:

GROUP DESCRIPTIONS:

Area 1:

Group 5:

Transit mixers and trucks hauling concrete  
over 3 yd. to 6 yd.; water tank truck 4,001  
to 6,000 gallons

Group 8:

Semi truck and trailer lowboy 50 yds. and under

Add the following language to heading for Truck  
Drivers:

Area 1:

(See footnote "b" regarding cost of project)

Basic Hourly Rates	Fringe Benefits
\$16.56	\$4.02

BPW

# Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

## MEMORANDUM

ACTION		
INFORMATION		



EXA 4 att  
2  
M-Staff

sc

NOV 29 '85 & 12-27-85

*Barbara K. Taber*

**Date:** October 30, 1985  
**To:** All Board Members  
**From:** Barbara K. Taber, Executive Secretary  
**Subject:** Cancellation of Board meetings

The following Board of Public Works meetings have been cancelled:

- Friday, November 29, 1985
- Friday, December 27, 1985

BKT:wc  
cc: Doug Howell, Engineering  
Jim Olson, Water  
John Hansen, City Light  
Robert Snyder, D.A.S.  
Ernie Ferrero, Parks & Recreation  
Bette Robbins, Seattle Center  
John Skommesa, Engineering

SEATTLE PUBLIC WORKS DEPT.  
1985 OCT 31 AM 9:35

28097

**DRAFT**

BOARD OF PUBLIC WORKS  
CITY OF SEATTLE  
REGULAR SESSION  
Room 402, Yesler Bldg.  
October 25, 1985  
8:45 a.m.

**PRESENT:**

George Pernsteiner, Director, D.A.S., Chairman  
Eugene V. Avery, Director of Engineering  
Walter R. Hundley, Supt. of Parks & Recreation  
Kenneth Lowthian, Superintendent of Water  
Tom Rockey, Alt., Superintendent of City Light  
Barbara K. Taber, Executive Secretary

MINUTES

BE IT REMEMBERED that on the 25th day of October, 1985, the Board of Public Works met in regular session, George Pernsteiner, presiding.

It was moved, seconded and carried that the minutes of the October 18, 1985 meeting be approved.

COMMUNICATIONS:

West Seattle Freeway Bridge Replacement, Phase II, North Bascule Pier Removal, Contract 1, BPW #85-40. Communication from Director of Engineering submitting request of contractor to work any 24 hour period (including Saturday and Sunday) for work in the Duwamish west waterway. APPROVED.

CONSULTANT CONTRACTS:

Communication from Superintendent of Water requesting approval of Supplemental Agreement No. 3 to contract with Elwood W. Ott as Sole Source for Tolt River Dam Safety Improvements. Not to exceed \$21,000. Funding: Water. APPROVED.

SUBCONTRACTOR APPROVAL APPLICATIONS:

Newhalem Creek Dam Access Road, BPW #85-62. Communication from Superintendent of City Light submitting request of One Way Construction for approval of T & S Construction as subcontractor. APPROVED.

Lawn Maintenance Program 1985 - South Seattle, BPW #85-6. Communication from Superintendent of City Light submitting request of Fuji Hydromulch Ltd. for approval of Osaka Garden Service, Inc. as subcontractor. APPROVED.

OPENING OF BIDS: (2:00 p.m., Wednesday, October 23, 1985)

Duwamish Substation Bulkhead Riprap Repair, BPW #85-68. Three bids received and REFERRED to Superintendent of City Light for tabulation and report.

AWARD OF CONTRACTS:

Sale of Montlake Substation Site, PM #250421-4-301, BPW #85-59. Communication from Superintendent of City Light recommending acceptance of bid submitted by RMW Associates in the amount of \$20,100.00. APPROVED.

Exterior Surface Restoration of Georgetown Steam Plant, Ordinance 112020, BPW #85-69. Communication from Superintendent of City Light recommending award of contract to the lowest and best bidder Olsen Brothers Drywall & Painting, Inc. on their bid of \$173,161.50 plus state sales tax for a total of \$186,841.26. Funding: Light. Human Rights recommended non-responsive. The Board concurred in the recommendation of the Human Rights Department and found Olsen Brothers Drywall & Painting, Inc. non-responsive to the WMBE requirements of the bid specifications. Superintendent of Parks and Recreation abstained. All bids were rejected and the project will be readvertised.

DRAWINGS AND PROJECT MANUALS:

Drawings and Project Manual for 1984 Arterial Concrete Street Rehabilitation Levy. Categorically exempt. APPROVED for advertising.

ACCEPTANCE OF CONTRACTS:

Relocate Anchor and Crossing Towers at S.W. Spokane St. and Klickitat Ave. SW, BPW #85-31. Contractor: Will Construction Co., Inc. Expiration Date: September 10, 1985. Completion Date: August 30, 1985. APPROVED AND ACCEPTED. Recommendation to reduce administrative charges through October 11, 1985 APPROVED.

BOARD OF PUBLIC WORKS  
CITY OF SEATTLE  
REGULAR SESSION  
4th Floor, Yesler Bldg.  
October 25, 1985  
8:45 a.m.

MINUTES - 2

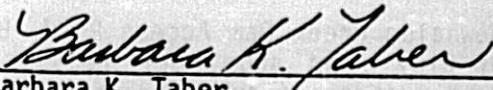
ACCEPTANCE OF CONTRACTS: (Cont'd.)

Broad Street Substation Annex Construction, BPW #84-21. Contractor: S.L. Larsen Const. Co., Inc. Expiration Date: March 26, 1985. Completion Date: July 26, 1985. Recommendation to reduce administrative service charges through September 6, 1985. Progress report on non-compliance investigation by Human Rights Department. Held from October 18, 1985 meeting. HOLD one week. The Board emphasized that this issue will be considered at the next Board meeting and no additional delays will be granted.

\*\*\*\*\*

There being nothing further appearing, the Board adjourned at 10:15 a.m. to meet again in regular session November 1, 1985.

The Board meetings of November 29 and December 27, 1985 have been cancelled and will not be rescheduled.

  
Barbara K. Taber  
Executive Secretary

BPW

# Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



ACTION	
✓	
INFORMATION	
EMH	
JNO	
4 <sup>e</sup> REN	LEC
	DJH

NOV 14 '85

## MEMORANDUM

**Date:** October 24, 1985

**To:** Board of Public Works Members

**From:** Barbara K. Taber, Executive Secretary

*Barbara K. Taber*

**Subject:** Modification #1 to Federal Wage Decision #WA 85-5037

Attached is Modification #1 to federal wage decision #WA85-5037 which must be included in all public works improvement contract project manuals which contain federal funds, effective immediately.

If you have any questions, please call.

BKT:MEP:k1  
Attachment  
7b/w.wg fedmod

- cc: Doug Howell, Engineering Department
- Park Engineer, Parks and Recreation Department
- Robert Snyder, Department of Administrative Services
- John Hansen, City Light
- Jim Olson, Water Department
- Bette Robbins, Seattle Center

SEATTLE ENG. DEPT.  
1985 OCT 28 AM 8 02

*27968/AKE*

**MODIFICATIONS TO FEDERAL WAGE DECISION WA85-5037**

**Building Projects (50 FR 38405 - Sept. 20, 1985)**

Chelan, Clallam, Grays Harbor, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pierce, Snohomish, Thurston, Pacific (Northern portion), and the areas of Douglas & Okanogan lying West of the 120th Meridian.

**MODIFICATION #1**

Published in Federal Register:  
October 18, 1985

**OMIT:**

**SOFT FLOOR LAYERS:**

Omit wages, fringes, and Area Descriptions:  
Areas 1, 2, 3 & 4

**ADD:**

**SOFT FLOOR LAYERS:**

Area 1:  
King County

Basic Hourly Rates	Fringe Benefits
\$17.30	\$2.83

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

SEATTLE INCIDENT  
1985 OCT 22 AM 11:55



BPW

October 21, 1985

Re: Social Effects of Automation in Public Works Activities

Mr. William F. Garber  
6521 Esplanade  
Playa Del Rey, California 90293

Dear Mr. Garber:

By copy of this letter I am forwarding your request to the Director of Engineering for the City of Seattle.

The Board of Public Works Department is primarily a coordinating agency for public works contracting. The functions of the Engineering Department are more closely aligned to the questions contained in your questionnaire and therefore Mr. Avery's staff is better qualified to assist you.

Sincerely,

BOARD OF PUBLIC WORKS

Barbara K. Taber  
Executive Secretary

BKT:wc  
cc: Eugene V. Avery, Director of Engineering

ACTION	
JDO	MEJ + att
INFORMATION	
EVA	
g	
m	Staff

gc

NOV 7 '85

27843



Since most of these items do not present problems with respect to our ways of doing business we do not have many viable suggestions for dealing with them except for the one suggested for # 5.

Perhaps if we had been involved in the development of the list of problems we would better understand the concerns expressed by others. To that end, we are interested in working with the committee and would like more information about its membership and the cities and counties that are represented.

MC/lah  
3:8

cc: James M. Bourey, Office for Planning  
Doug Howell, Construction Contracts

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*Board of Public Works*

LETTER OF TRANSMITTAL

TO: All Board Members	DATE: 10/18/85	BPW #:
	RE: Letter from Law Dept. dated 9/25/85 re Appearance of Fairness	
ATTN:		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> For your information | <input type="checkbox"/> For your approval                  |
| <input type="checkbox"/> For your files                  | <input type="checkbox"/> For your signature                 |
| <input type="checkbox"/> Per your request                | <input type="checkbox"/> For your investigation             |
| <input type="checkbox"/> For your action                 | <input type="checkbox"/> For your report and recommendation |
| <input type="checkbox"/> Please return                   | <input type="checkbox"/> For review and comment             |
| <input type="checkbox"/> _____                           | ACTION REQUESTED BY: _____                                  |

SEATTLE PD: 0277  
1985 OCT 2 11 8 09

REMARKS \_\_\_\_\_

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\_\_\_\_\_

COPIES TO:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ACTION	
✓	
INFORMATION	
EVA	
M-STAFF	

8c

Nov 7, 1985

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

27801

THE CITY OF SEATTLE

LAW DEPARTMENT

MUNICIPAL BUILDING . SEATTLE, WASHINGTON 98104

AREA CODE 206 TELEPHONE 625-2402

DOUGLAS N. JEWETT, CITY ATTORNEY

September 25, 1985

SEP 27 1985

City Council  
City of Seattle

Re: Appearance of Fairness

Honorable Members:

At your request we have prepared responses to the questions most commonly asked about the appearance of fairness doctrine. The responses are not based upon specific facts and are therefore general in nature. Particular circumstances may alter the conclusions stated.

1. What is the "appearance of fairness doctrine"?

The appearance of fairness doctrine is a rule of law, created by the courts, which provides that municipal agencies and boards must conduct certain administrative hearings and proceedings in a manner which is not only fair and impartial in fact, but also fair and impartial in appearance. The primary purpose of the doctrine is to instill and maintain public confidence in the fairness of the proceedings to which it applies (See City Attorney Opinion No. 5683).

The test of fairness under the doctrine is "whether a fairminded person in attendance at all of the meetings on a given issue could, at the conclusion thereof, in good conscience say that everyone had been heard who, in all fairness, should have been heard and that the . . . body required by law to hold the hearings gave reasonable faith and credit to all matters presented, according to the weight and force they were in reason entitled to receive." Smith v. Skagit County, 75 Wn.2d 715 (1969).

2. To whom does the appearance of fairness doctrine apply?

The appearance of fairness doctrine applies to local decision-making bodies. This includes the city council, the hearing examiner, the city planning commission and any other board or officer which determines the legal

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September 25, 1985  
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rights, duties or privileges of specific parties in a hearing or other contested case proceeding. RCW 42.36.010. The doctrine also applies to the confidential assistants of the foregoing (see Section 12 below).

3. To what proceedings does the appearance of fairness doctrine apply?

The answer to this question is easy to state but often difficult to apply. The doctrine applies to all quasi-judicial actions of the City where a hearing is required by law. Quasi-judicial is a term applied to the action of public elected and administrative officials who are required to act as judges rather than administrators or legislators; that is, they must ascertain the existence of facts from testimony presented, draw conclusions from those facts, and decide whether the relief requested should be granted. RCW 42.36.010 defines quasi-judicial actions of local decision-making bodies as

"those actions of the legislative body, planning commission, hearing examiner, zoning adjuster, board of adjustment, or boards which determine the legal rights, duties or privileges of specific parties in a hearing or other contested case proceeding."

While the doctrine is applied most often in the land use context, it applies in other areas as well.

Some examples of quasi-judicial actions to which the appearance of fairness doctrine applies are:

Rezoning	Award of Competitive bid contracts
Street vacations	Civil service appeals
Subdivision approvals	Special land use permits
Landmark controls	Cable television franchises
Annexation	

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The appearance of fairness doctrine does not apply to legislative or administrative proceedings. RCW 42.36.010 explains that

"legislative actions adopting, amending or revising comprehensive, community, or neighborhood plans or other land use documents or the adoption of area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance"

are legislative, not quasi-judicial decisions. Permit approvals which do not require a hearing are administrative, not quasi-judicial decisions and are not subject to the appearance of fairness doctrine.

4. What constitutes a violation of the appearance of fairness doctrine?

A decision-maker violates the appearance of fairness doctrine if, in a quasi-judicial matter, he or she shows bias or prejudice for or against a party to the proceeding, has a pecuniary interest in the outcome of the proceeding, indicates a prejudgment of the issue prior to hearing the facts on the record, or has an ex parte contact with one of the parties to the proceeding; that is, communicates with either an opponent or proponent regarding the issue when the other is not present.

5. What is the effect of a violation of the appearance of fairness doctrine?

A decision-maker who violates the appearance of fairness doctrine must disqualify him or herself from both the discussion and the vote on the matter. If a decision-maker who has shown bias, prejudgment, prejudice or who has a pecuniary interest in the decision participates in the debate or the vote, the decision will, if challenged, be invalidated by the courts and returned to the decision-making body for reconsideration. A decision-maker who has ex parte contacts may cure the violation by publicly placing the nature and substance of the ex parte contact on the record of the quasi-judicial proceeding, and by advising the parties to the proceeding of the ex parte contact and giving each party and opportunity to respond to the contact

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at each subsequent hearing at which the matter is considered. RCW 42.36.060. If there is no opportunity for the parties to respond to an ex parte contact, then the violation cannot be cured and the decision-maker must disqualify him or herself from the remainder of the proceedings.

6. If a member of a board or council is disqualified from voting on a matter by the appearance of fairness doctrine, can he or she still participate in the matter as a private citizen?

No. A court decision holds that a member who is disqualified must abstain not only from voting but also from any participation in the hearing and decision-making process. Hayden v. Port Townsend, 28 Wn.App. 192 (1981).

7. Will a violation of the appearance of fairness doctrine invalidate a decision if the vote of the offender was not necessary to the decision?

Yes. The courts have held that it is immaterial that the vote of the offender was not necessary to the decision.

8. When must an appearance of fairness challenge made?

Anyone seeking to disqualify a member from participating in a proceeding because of an appearance of fairness violation must raise the challenge as soon as the violation is discovered. If the violation is not raised when it becomes known, or when it reasonably should have been known, the appearance of fairness doctrine cannot be used to invalidate the decision. RCW 42.36.080.

9. Are ex parte contacts between a decision-maker and City staff prohibited by the appearance of fairness doctrine?

Ex parte contacts with City staff are prohibited only if the department involved is a "party" to the action; that is, is an advocate for a particular result. A department is a party, for example, to a disciplinary action against an employee: A department such as DAS is a party to

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September 25, 1985  
Page five

a land use proceeding when it is seeking a permit or authorization. A department is not a party when it issues a recommendation, an advisory report, or grants or denies a permit which is subject to appeal or further approval.

While ex parte contacts with City staff are permissible, it would be prudent for the decision-maker to keep a record of the time and substance of such contacts and place the matters discussed on the record.

10. Can a proponent or opponent in a quasi-judicial matter discuss other matters with the decision-making official?

Yes. RCW 42.36.020 provides that no member of a local decision-making body may be disqualified by the appearance of fairness doctrine from conducting the business of his or her office with any constituent on any matter other than a quasi-judicial action then pending before the local legislative body.

11. Are decision-maker's assistants subject to the appearance of fairness doctrine?

Although the appearance of fairness doctrine applies only to decision-makers in quasi-judicial matters, we have previously advised (City Attorney Opinion No. 6158) that decision-makers must disqualify themselves from any quasi-judicial proceeding involving issues which their staff assistants have taken an active position on, for or against. Similarly, any ex parte contacts between a decision-maker's assistants and a party to a proceeding violate the doctrine.

12. Can ex parte contacts with people who are not parties to a proceeding violate the appearance of fairness doctrine?

Yes. RCW 42.36.060 prohibits ex parte communications between decision-makers and "opponents or proponents with respect to the proposal which is the subject of the proceeding." The cases applying the appearance of fairness doctrine are concerned with "entangling influences" and "personal interest" which demonstrate partiality. King County Water Dist. v. Review Board, 87 Wn.2d 536, 554 P.2d 1060 (1976); Fleck v. King County, supra. "Entangling influences" or "personal interest" involve ex parte communications with outsiders, social or business connections

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who have: 1) a direct interest in the outcome of the decision (e.g., Fleming v. Tacoma, 81 Wn.2d 292, 502 P.2d 327 (1972); Chrobuck v. Snohomish County, 78 Wn.2d 858, 480 P.2d 489 (1971); Anderson v. Island County, 81 Wn.2d 312, 501 P.2d 594 (1972); Save v. Bothell, 89 Wn.2d 862, 576 P.2d 401 (1978); or 2) a pecuniary interest in the decision (e.g. Byer's v. Board of Clallam County Commr's, 84 Wn.2d 796, 529 P.2d 823 (1974)). Cf. King County Water District v. Review Board, 87 Wn.2d 536, 554 P.2d 1060 (1976).

Ex parte contacts with non-parties who have an interest in the outcome of the proceeding should, therefore, be avoided. If such contacts occur they should be disclosed. (See paragraph 5.)

13. Does the appearance of fairness doctrine prohibit a decision-maker's review and consideration of written correspondence regarding a matter to be decided in a quasi-judicial proceeding?

No. Decision-makers are authorized by RCW 42.36.060 to accept written correspondence on the matter to be decided from any one, provided that such correspondence is disclosed and made part of the record of the quasi-judicial proceeding. (See paragraph 5)

14. Can a quorum be lost through disqualification of members under the appearance of fairness doctrine?

No. RCW 42.36.090 states that if a challenge to a member or members of a decision-making body would prevent a vote on the matter to be decided, then the challenged members may participate and vote in the proceedings, provided that they first disclose the basis for what would have been their disqualification.

15. Does participation by one who has accepted campaign contributions from a party to a quasi-judicial matter constitute a violation of the appearance of fairness doctrine?

No. RCW 42.36.050 provides that candidates can accept such contributions if they comply with all provisions of public disclosure and ethics laws.

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Other questions will arise regarding application of the appearance of fairness doctrine and subsequent court decisions may alter some of the conclusions expressed herein. This office is prepared to address those questions at your further request.

Yours very truly,

DOUGLAS N. JEWETT  
City Attorney

By  
GORDON F. CRANDALL  
Assistant

GFC:hh;nd

BPW

# Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



## MEMORANDUM

**Date:** October 11, 1985

**To:** Board of Public Works Members

**From:** Barbara K. Taber, Executive Secretary

**Subject:** Updates of Federal Prevailing Wage Rates

ACTION	
✓	
INFORMATION	
EIA	
JDD	
REN	LFC
	DSH

Attached is federal wage decision WA85-5039 (Heavy and Highway projects and Dredging) which must be included in all public works improvement contract project manuals which contain federal funds, effective immediately. The attached wage decision supercedes wage decision WA84-5040 with 10 modifications. Federal wage decision WA85-5037 (Building Projects) is still in effect. Thus, project manuals should contain both WA85-5039 (attached) and WA85-5037.

If you have any questions, please call Mike Purdy at extension 2266.

BKT:MEP:k1  
Attachment  
7/wgfd

cc: Doug Howell, Engineering Department ✓  
Jo Rehki, Parks and Recreation Department  
Robert Snyder, Department of Administrative Services  
John Hansen, City Light  
Jim Olson, Water Department  
Bette Robbins, Seattle Center

SEATTLE W.P. DEPT.  
1985 OCT 14 AM 9:00

27560

STATE: WASHINGTON

COUNTIES: Statewide

DECISION NUMBER: WAB5-5039

DATE: Date of Publication

Supersedes Decision Number WAB4-5040 dated November 16, 1984, in 49 FR 45532

DESCRIPTION OF WORK: Heavy and Highway projects and Dredging

	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
<b>CARPENTERS:</b>			<b>CARPENTERS (CONT'D):</b>		
Area 1:			Area 4:		
Projects under \$2,000,000 exclusive of mechanical and electrical subcontracts:			Carpenters	16.57	3.42
Carpenters	\$13.37	\$3.67	Piledriver, sawfiler, stat- ionary power woodworking tools	16.72	3.42
Piledrivers:			Boom men, carpenters working on burned, charred, or similarly treated material	16.82	3.42
Piledriver	13.49	3.67	Piledriver, creosote	16.93	3.42
Boom Man	13.57	3.67	Millwright, Machine erector	17.07	3.42
Creosote	13.69	3.67	Area 5:		
Millwrights	13.77	3.67	Carpenters, lathers, sawfiler stationary power saws and wood working tools	14.00	2.96
All Other Work:			Piledriver, bridge, dock, and wharf builders	17.52	2.96
Carpenters & Lathers	16.82	3.67	<b>CEMENT MASONS:</b>		
Piledriver, saw filer, stationary power woodwork- ing tool operator	16.97	3.67	Area 1:		
Boom men, Carpenters working on burned, charred, creos- oted or similarly treated material	17.07	3.67	Group 1	15.62	3.80
Piledriver, creosoted material	17.22	3.67	Group 2	16.12	3.80
Millwright, Machine Erector	17.32	3.67	Group 3	16.62	3.80
Area 2:			Area 2:		
Carpenters	17.32	2.96	Cement Masons	17.86	3.45
Carpenter on Creosoted material	17.42	2.96	Composition, color, mastic, trowel machine, grinder, power tool, gunnite nozzle	18.11	3.45
Sawfilers, stationary power saws & woodworking tools	17.45	2.96	Area 3:		
Millwright & Machine Erector	17.82	2.96	Cement masons	16.95	3.00
Piledriver, bridge, dock and wharf builder	17.52	2.96	Composition, color, mastic, trowel machine, grinder, power tools, gunnite nozzle	17.20	3.00
Area 3:			Area 4:		
(See Footnote "a" regarding cost of project):			Cement Masons	16.19	4.72
Carpenters, automatic nailing machine, form stripper, manhole builder	16.31	4.02	Composition workers, power machinery	16.51	4.72
Stationary power saw operator	16.46	4.02	Area 5:		
Millwright & Machine Erector	16.71	4.02	Group 1	15.88	3.20
Certified Welder	16.71	4.02	Group 2	16.38	3.20
Piledriverman, bridge, dock, and wharf builder	16.41	4.02	Group 3	16.88	3.20
Boom men	16.51	4.02	<b>ELECTRICIANS:</b>		
			Area 1:		
			Electricians	18.00	3%+2.46
			Cable Splicer	18.40	3%+2.46
			Area 2:		
			Electricians	18.76	3%+3.61
			Cable Splicers	19.70	3%+3.61

	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
<b>ELECTRICIANS (CONT'D):</b>			<b>Painters (Cont'd):</b>		
Area 3:			(Area 5 (cont'd):		
Electricians	20.03	3%+2.56	TV, Radio and Electrical		
Cable Splicers	22.03	3%+2.56	Transmission Towers	17.47	2.46
Area 4:			<b>IRRIGATION &amp; LANDSCAPE</b>		
Electricians	17.62	3%+3.385	<b>CONSTRUCTION:</b>		
Cable Splicers	19.38	3%+3.385	Laborers	8.46	3.30
Area 5:			Plumbers	10.62	2.31
Electricians	18.80	3%+3.50	Power Equipment Operators	11.18	3.80
Cable Splicers	19.55	3%+3.50	<b>LABORERS:</b>		
Area 6:			Area 1:		
Electricians	18.06	9%+3.32	(See Footnote "b" regarding		
Cable Splicers	19.87	9%+3.32	cost of Project):		
Area 7:			All Counties & parts thereof		
Electricians	18.70	3%+2.38	East of the 120th Meridian		
Cable Splicers	20.57	3%+2.38	except DOE Hanford Site:		
Area 8:			Group 1	10.98	3.37
Electricians	21.00	3%+3.20	Group 2	13.72	3.37
Cable Splicers	23.10	3%+3.20	Group 3	13.97	3.37
<b>IRONWORKERS:</b>	18.26	4.71	Group 4	14.22	3.37
<b>PAINTERS:</b>			Group 5	14.47	3.37
Area 1:			Area 2:		
Brush	15.97	2.59	(See Footnote "c" regarding		
Steel Painter, spray, steam			cost of project):		
cleaning	16.47	2.59	All Counties & parts thereof		
Swing stage or high work			lying West of the 120th		
over 30 ft	16.67	2.59	Meridian except those in		
Bitumastic, sandblasting,			Areas 3 & 5:		
bridge, tanks on legs, tower,			Group 1	8.46	3.43
stacks, steeples	16.77	2.59	Group 2	10.78	3.43
TV, radio and electrical			Group 3	12.69	3.43
transmission towers	17.47	2.59	Group 4	13.20	3.43
Area 2:			Group 5	13.40	3.43
Brush	12.87	2.66	All other work not covered		
Spray	13.37	2.66	by Footnote "c":		
Bridges, high work over			Group 1	8.46	3.43
50 ft (brush)	13.62	2.66	Group 2	10.78	3.43
Bridges, high work over			Group 3	14.96	3.43
50 ft (spray)	14.12	2.66	Group 4	15.44	3.43
Highway & parking lot painter	17.64	1.05	Group 5	15.80	3.43
Area 3:			<b>Sewer &amp; Water Construction:</b>		
General painters	17.24	2.72	Laborers Area 2:		
Industrial Painters	17.64	2.72	Laborer	13.80	3.31
Area 4:			Topman	14.14	3.31
Striper	16.65	1.83	Pipelayer	14.20	3.31
Area 5:			<b>Area 3:</b>		
Journeyman Painter	15.97	2.46	(See Footnote "a" regarding		
Spray painter, steel painter,			cost of project):		
steam cleaning, acid etching	16.47	2.46	Clark, Cowlitz, Klickitat,		
Swing stage or high work			Skamania, Wahkiakum, and		
over 30 ft	16.67	2.46	Southern part of Pacific		
Bitumastic, Sandblasting,			Group 1	13.59	4.10
bridges, towers, stacks,			Group 2	13.94	4.10
steeples, tank on legs	16.77	2.46	Group 3	14.24	4.10
			Group 4	14.49	4.10
			Group 5	10.87	4.10

LABORERS (CONT'D):

Area 3 (Cont'd):

Zone Differential (add to basic hourly rates):

- Zone 2 \$0.65
- Zone 3 1.15
- Zone 4 1.70
- Zone 5 2.75

Area 4:

D.O.E. Hanford Site in Benton and Franklin Counties

	Basic Hourly Rates	Fringe Benefits
Group 1	\$14.10	\$3.12
Group 2	14.35	3.12
Group 3	14.60	3.12
Group 4	14.85	3.12
Group 5	15.10	3.12

Area 5:

Kittitas County and the areas of Chelan, Douglas, and Okanogan Counties which lie West of the 120th Meridian (See Footnote "d" regarding cost of project):

Group 1	8.46	3.43
Group 2	9.60	3.43
Group 3	9.60	3.43
Group 4	9.98	3.43
Group 5	10.27	3.43

All other work not covered in Footnote "d":

Group 1	8.46	3.43
Group 2	10.78	3.43
Group 3	12.00	3.43
Group 4	12.48	3.43
Group 5	12.84	3.43

LINE CONSTRUCTION:

Cable splicer, leadman Pole Sprayer 20.03 3.5%+3.25

Lineman, Pole Sprayer, Heavy Line Equipment Man, Certified Lineman Welder 18.11 3.5%+3.25

Tree Trimmer 16.35 3.5%+3.25

Line Equipment Man 15.61 3.5%+2.55

Head Groundman, Powderman, Jackhammer man 13.66 3.5%+2.55

Head Groundman (chipper) 13.66 3.5%+2.55

Groundman 12.84 3.5%+2.55

Zone Differential (add to basic hourly rates):

- Zone 2 \$2.40
- Zone 3 3.15
- Zone 4 3.90
- Zone 5 5.15

POWER EQUIPMENT OPERATORS:

Area 1:

All Counties & parts of counties East of the 120th Meridian except DOE Hanford Site in Benton & Franklin Counties:

Group 1	14.70	4.35
Group 2	15.00	4.35
Group 3	15.55	4.35
Group 4	15.70	4.35
Group 5	15.85	4.35
Group 6	16.10	4.35
Group 7	16.35	4.35
Group 8	17.35	4.35

Area 2:

All Counties and parts of Counties West of the 120th Meridian except those in areas 3 & 5. (See Footnote "d" regarding cost of project). On projects as described in Footnote "d" the rate for each group shall be 85% of the basic hourly rate plus full fringes..

All other work not covered in Footnote "d" :

Group 1	18.73	4.16
Group 2	18.23	4.16
Group 3	17.79	4.16
Group 4	17.43	4.16
Group 5	17.13	4.16
Group 6	15.33	4.16

Area 3:

Clark, Cowlitz, Klickitat, Skamania, Wahkiakum and the Southern part of Pacific. (See Footnote "a" regarding cost of project):

Group 1	15.59	5.15
Group 2	15.77	5.15
Group 3	15.93	5.15
Group 4	16.13	5.15
Group 5	16.17	5.15
Group 6	16.28	5.15
Group 7	16.35	5.15
Group 8	16.49	5.15
Group 9	16.58	5.15
Group 10	16.66	5.15
Group 11	16.68	5.15
Group 12	16.78	5.15
Group 13	16.88	5.15
Group 14	17.12	5.15
Group 15	17.31	5.15
Group 16	17.56	5.15

	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
<b>POWER EQUIPMENT OPERATORS:</b>			<b>SEWER &amp; WATER (CONT'D):</b>		
Area 3 (Cont'd);			machine, bending machine,		
Group 17	\$17.76	\$5.15	boom truck (stationary), pot		
Group 18	18.01	5.15	fireman (engine operated above		
Group 19	18.19	5.15	3 bbl), service plow, mech-		
Zone Differential (Add to			anical greaser, large grease		
basic hourly rates):			truck, drills Leroi type,		
Zone 2 \$0.65			Tractair, well point system,		
Zone 3 1.15			paving machines, rollers and	16.425	4.01
Zone 4 1.70			compactors		
Zone 5 2.75			Oiler, air compressor, pump,		
Area 4:			oil-greaser, chain type ditcher		
D.O.E. Hanford Site in Benton			(Ditch Witch) concrete saw,		
and Franklin Counties:			welding machine	14.46	4.01
Group 1	14.28	4.10	<b>DREDGING:</b>		
Group 2	14.58	4.10	Area 1:		
Group 3	15.13	4.10	All Counties & parts of		
Group 4	15.28	4.10	Counties East of the 120th		
Group 5	15.43	4.10	Meridian:		
Group 6	15.68	4.10	Group 1	16.63	4.35
Group 7	15.93	4.10	Group 2	16.73	4.35
Group 8	16.93	4.10	Group 3	17.07	4.35
Group 9	18.68	4.10	Group 4	17.12	4.35
Area 5:			Group 5	17.49	4.35
Kittitas, and the parts of			Area 2:		
Chelan, Douglas, and Okanogan			All Counties and parts of		
that lie West of the 120th			Counties West of the 120th		
Meridian. (See Footnote "d"			Meridian except those in		
regarding cost of project)			Area 3:		
On projects as described in			Group 1	16.75	3.96
Footnote "d" the rate for each			Group 2	16.85	3.96
group shall be 65% of the			Group 3	17.19	3.96
basic hourly rate plus full			Group 4	17.12	3.96
fringes. On work not covered			Group 5	17.49	3.96
by Footnote "d", the following			Area 3:		
rates apply:			Clark, Cowlitz, Klickitat,		
Group 1	16.73	4.16	Skamania, Wahkiakum and the		
Group 2	16.23	4.16	Southern part of Pacific		
Group 3	15.74	4.16	Group 1	16.97	3.87
Group 4	15.43	4.16	Group 1A	17.68	3.87
Group 5	15.11	4.16	Group 2	16.43	3.87
Group 6	13.33	4.16	Group 3	16.02	3.87
<b>SEWER AND WATER CONSTRUCTION:</b>			Group 4	15.67	3.87
Backhoe 780 Case & larger with			<b>TRUCK DRIVERS:</b>		
attachments, ditching machine,			Area 1:		
side boom (all Cat, D-3 and			All Counties & parts of Counties		
larger, motor grader, back			East of the 120th Meridian except		
filler, front-end loader 2 yds			DOE Hanford Site in Benton & Franklin:		
& over, mechanic, clam, drag-			Group 1	13.43	4.10
line, crane, screed, mechanic			Group 2	15.87	4.10
welder, shovel 3 yds & under	16.92	4.01	Group 3	15.91	4.10
Backhoe 680 Case & smaller with			Group 4	15.97	4.10
attachments, side boom smaller			Group 5	16.06	4.10
than Cat D-3, Dozer smaller			Group 6	16.27	4.10
than Cat D-3, Front-end loader			Group 7	16.31	4.10
under 2 yds, gin truck, boring			Group 8	16.37	4.10
(this group continued next					
column)					

TRUCK DRIVERS (CONT'D):

Area 1 (Cont'd):

	Basic Hourly Rates	Fringe Benefits
Group 9	\$16.41	\$4.10
Group 10	6.52	4.10
Group 11	16.56	4.10
Group 12	16.87	4.10
Group 13	17.01	4.10
Group 14	17.17	4.10
Group 15	17.31	4.10

Area 2:

All Counties and parts of Counties that lie West of the 120th Meridian except those in Area 3. All of Kittitas & Yakima are included.

(See Footnote "d" regarding cost of project) On projects as described in Footnote "d" the rate for each group shall be 85% of the base rate plus full fringe benefits. On work not covered by Footnote "d" the following rates apply:

Group 1	17.06	3.64
Group 2	17.11	3.64
Group 3	17.16	3.64
Group 4	17.27	3.64
Group 5	17.33	3.64
Group 6	17.37	3.64
Group 7	17.38	3.64
Group 8	17.44	3.64
Group 9	17.49	3.64
Group 10	17.51	3.64
Group 11	17.54	3.64
Group 12	17.64	3.64
Group 13	17.66	3.64
Group 14	17.70	3.64
Group 15	17.82	3.64
Group 16	17.86	3.64
Group 17	17.98	3.64
Group 18	18.03	3.64
Group 19	18.19	3.64
Group 20	18.35	3.64
Group 21	18.51	3.64
Group 22	12.00	3.64
Group 23	15.25	3.64

Area 3:

Clark, Cowlitz, Klickitat, Skamania, Wahkiakum, and the Southern part of Pacific County. (See Footnote "a" regarding cost of project). On work not covered by Footnote "a" the following rates apply:

Group 1	15.24	4.77
Group 2	15.29	4.77
Group 3	15.34	4.77
Group 4	15.39	4.77
Group 5	15.44	4.77

TRUCK DRIVERS (CONT'D):

Area 3 (Cont'd):

	Basic Hourly Rates	Fringe Benefits
Group 6	15.54	4.77
Group 7	15.64	4.77
Group 8	15.74	4.77
Group 9	15.84	4.77
Group 10	16.01	4.77
Group 11	16.11	4.77
Group 12	16.21	4.77
Group 13	16.31	4.77
Group 14	16.41	4.77

Zone Differential (Add to basic hourly rates):

Zone 2	\$0.65
Zone 3	1.15
Zone 4	1.70
Zone 5	2.75

Area 4:

D.O.E. Hanford Site in Benton & Franklin Counties:

Group 1	15.19	3.48
Group 2	15.23	3.48
Group 3	15.29	3.48
Group 4	15.38	3.48
Group 5	15.59	3.48
Group 6	15.63	3.48
Group 7	15.69	3.48
Group 8	15.73	3.48
Group 9	15.84	3.48
Group 10	15.88	3.48
Group 11	16.19	3.48
Group 12	16.33	3.48
Group 13	16.49	3.48
Group 14	16.63	3.48

WELDERS receive rate prescribed for craft performing operation to which welding is incidental.

PACIFIC COUNTY AREA DEFINITIONS:

Northern portion of Pacific County - the area North of the Wahkiakum County northern boundary extended westward to the Pacific Ocean.

Southern portion of Pacific County - the area South of the Wahkiakum County northern boundary extended westward to the Pacific Ocean.

UNLISTED CLASSIFICATIONS NEEDED FOR WORK NOT INCLUDED WITHIN THE SCOPE OF THE CLASSIFICATIONS LISTED MAY BE ADDED AFTER AWARD ONLY AS PROVIDED IN THE LABOR STANDARDS CONTRACT CLAUSES (29 CFR, 5.5(a)(1)(ii))

FOOTNOTES:

a. Employees shall be paid 80% of the basic hourly rate plus full fringes on projects with a total value, including the cost of utilities, of less than \$1,000,000; or on projects which involve work on bridges or docks and which meet both of the following criteria:

- (1) The total cost of the project is less than \$1,500,000 excluding the cost of underground utilities which are located 5 ft or more outside or away from the bridge or dock and which are incidental or subordinate to it. "Utilities" are facilities for electricity water, gas, sewerage (including storm), and communications
- (2) Work on bridges or docks shall constitute 20% or more of the cost of the project.

b. on projects involving one or more of the components listed below, where the dollar value of the component is less than the amount shown, the rate to be paid for work on that component shall be 80% of the base rate plus full fringe benefits. Work on any other components or on components with dollar values in excess of the amounts shown shall be paid at the full base rate plus the full fringe benefit rate.

<u>PAVING</u>	Includes fine grading and final laydown of surface material including asphalt, bituminous surface treatments, and emulsion seal coats.	\$ 75,000
<u>CRUSHING</u>	Includes delivery to job site	200,000
<u>GRADING &amp; CLEARING</u>	Highway only	350,000
<u>BRIDGES</u>	Includes related work such as approaches and landscaping	500,000
<u>UTILITIES</u>	Includes storm, sanitary sewerage and facilities for the delivery of electricity gas, communications and domestic water	UNLIMITED
<u>EXCEPTION</u>	Paving within a 45 mile radius of Spokane or Lewiston shall receive the full rate	

c. Reduced rates as indicated in the wage decision may be paid on projects which have a total value of less than \$3,000,000, excluding the cost of electrical, mechanical, and utilities. Utilities include sanitary and storm sewerage and facilities for the delivery of water, electricity, gas, and communications.

- d. Reduced rates as indicated in the wage decision may be paid on the following:
- 1. Projects involving work on bridges and structures whose total value is less than \$1,500,000 excluding mechanical, electrical, and utility portions of the contract. Utilities include sanitary & storm sewerage and facilities for the delivery of water, gas, electricity, and communications.
  - 2. Projects of less than \$1,000,000 where no structures are involved such as surfacing and paving. Utilities are excluded from the cost of project.
  - 3. Marine type projects such as docks & wharfs under \$150,000

## AREA DESCRIPTIONS

## CARPENTERS:

- Area 1: All Counties and parts of Counties East of the 120th Meridian except those included in Areas 4 and 5
- Area 2: All Counties and parts of Counties West of the 120th Meridian except those included in Area 3.
- Area 3: Clark, Cowlitz, Klickitat, Skamania, and Wahkiakum Counties, and the Southern portion of Pacific County.
- Area 4: D.O.E. Hanford site in Benton and Franklin Counties.
- Area 5: Chelan, Kittitas, Yakima, Okanogan and the Western parts of Douglas and Grant Counties.

## CEMENT MASONS:

- Area 1: Adams, Asotin, Benton and Franklin except D.O.E. Hanford Site, Chelan, Douglas, Columbia, Ferry, Garfield, Grant, Kittitas (except Western portion one mile West of Easton), Lincoln, Okanogan, Pend-Oreille, Spokane, Stevens, Walla Walla, Whitman, and Yakima Counties
- Area 2: Clallam, Grays Harbor, Jefferson, King (Southern part), Kitsap, Kittitas (Western part one mile West of Easton), Lewis, Mason, Pacific County (Northern portion), Pierce, and Thurston Counties.
- Area 3: Island, San Juan, Skagit, Snohomish, King (northern portion) & Whatcom
- Area 4: Clark, Cowlitz, Klickitat, Skamania, Wahkiakum, and the Southern part of Pacific County.
- Area 5: D.O.E. Hanford Site in Benton and Franklin Counties.

## ELECTRICIANS:

- Area 1: Adams, Ferry, Lincoln, Pend Oreille, Spokane, Stevens, and Whitman
- Area 2: Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, and Yakima Counties
- Area 3: Chelan, Douglas, Grant, and Okanogan Counties
- Area 4: Clallam, Jefferson, King, and Kitsap Counties
- Area 5: Clark, Klickitat, and Skamania Counties
- Area 6: Cowlitz and Wahkiakum Counties
- Area 7: Grays Harbor, Lewis, Mason, Pierce, Pacific, and Thurston Counties
- Area 8: Island, San Juan, Skagit, Snohomish, and Whatcom Counties

## PAINTERS:

- Area 1: Adams, Asotin, Benton & Franklin (Except Hanford Site), Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend-Oreille, Spokane, Stevens, Walla Walla, Whitman, and Yakima
- Area 2: Clark, Cowlitz, Klickitat, Skamania, Wahkiakum, Southern part of Pacific
- Area 3: Clallam, Grays Harbor, Island, Jefferson, King, Kitsap, Lewis, Mason, Pierce, San Juan, Skagit, Snohomish, Thurston, Whatcom, North part Pacific
- Area 4: Statewide except Clark, Cowlitz, Klickitat, South part of Pacific, Skamania, and Wahkiakum
- Area 5: D.O.E. Hanford Site in Benton and Franklin Counties

ZONE DEFINITIONS - LINE CONSTRUCTION

- Zone 1: 0 to 3 miles radius from geographical center of Seattle, Tacoma, Portland
- Zone 2: 3 to 20 miles radius from center of Seattle, Tacoma, & Portland and 0 to 20 miles radius from the cities listed below
- Zone 3: 20 to 35 miles radius from all cities
- Zone 4: 35 to 50 miles radius from all cities
- Zone 5: More than 50 Miles radius from all cities

BASE POINTS: Bellingham, Ellensburg, Ephrata, Everett, Kennewick, Longview, Olympia, Spokane, Walla Walla, Wenatchee, Wilbur, Yakima, Astoria, The Dalles, Pendleton, Umatilla, Coeur D'Alene, Lewiston, and Sandpoint

ZONE DEFINITIONS

(LABORERS - Area 3, POWER EQUIPMENT OPERATORS - Area 3, TRUCK DRIVERS - Area 3):  
 BASE POINTS: Astoria, Bingen, Goldendale, The Dalles, Longview, Portland, and Vancouver.

- ZONE 1: Projects within 30 miles of the respective city hall  
 ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.  
 ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.  
 ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.  
 ZONE 5: More than 80 miles from the respective city hall

GROUP DESCRIPTIONSCEMENT MASONS - AREAS 1 and 5:

- Group 1: Journeyman cement mason, includes but not limited to: Rodding, tamping, floating, troweling, patching, stoning, rubbing, sack rubbing, all exposed aggregate finishing, setting of screeds, screed forms, curb and gutter and sidewalk forms, preparation of all concrete for caulking of the joints and expansion joints, preparation of concrete for the application of hardeners, sealers and curing compounds and their application, grouting and dry packing of machine base, removal of snap ties and she-bolts prior to patching of concrete
- Group 2: Power troweling machine operator, troweling of magnesite, toroganal or material with epoxy base or exychloride base; all power grinders, brushing hammer, chipping gun, gunnite nozzleman, all sandblasting for architectural finishes and exposing of aggregate for finish; concrete sawing and cutting for expansion joints and scoring for decorative patterns, operating of Clary-type floats, longitudinal floats, rodding machines and belting machines, scarifiers
- Group 3: Grinding, brushing or chipping of toxic materials or high density concrete, operating power tools on a scaffold

DREDGING - AREAS 1 and 2:

- Group 1: Assistant Mate (Deckhand)  
 Group 2: Oiler  
 Group 3: Assistant Engineer (Electric, Diesel, Steam or Booster Pump), Mates and Boatmen  
 Group 4: Craneman, Engineer Welder  
 Group 5: Leverman, Hydraulic

DREDGING - AREA 3:

- Group 1: Leverman, Hydraulic  
 Group 1A: Leverman, Dipper  
 Group 2: Assistant Engineer, including Watch Engineer, Mechanic and Machinist, and Mate  
 Group 3: Tenderman (Boatman, attending Dredging Plant); Firemen  
 Group 4: Assistant Mate (Deckhand); Oiler

## LABORERS (AREA 1)

GROUP 1 : Flagmen

GROUP 2 : Brush Hog Feeder; Carpenter Tender; Concrete Crewman (to include: Stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, Pumpcrete Machine, Signaling, handling the nozzle of Squeezcrete or similar machine - 6 in. and smaller); Crusher Feeder; Demolition (to include: clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector (to include: Guard Rail, Guide and Reference Post, Sign Posts, and Right-of-way Markers); General Laborer; Grout Machine Header Tender; Nippers; Riprap Man; Scaffold Erector, wood or steel; Scaleman; Stake Jumper; Structural Mover (to include: separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Truck Loader; Well-point Man; Window Cleaner; Miner Class "A" - Bull Gang, Pump Crete Crewman including Distribution Pipe, Assembling and Dismantle and Nipper; Track Laborer; Railroad Equipment, power driven; Dual Mobile Power Spiker or Puller

GROUP 3 : Asphalt Raker; Asphalt Roller, walking; Cement Finisher Tender; Cement Handler; Concrete Saw, walking; Demolition Torch; Dope Pot Fireman, non-mechanical; Driller Tender (when required to move and position machine); Form Cleaning Machine Feeder; Stacker; Form Setter, paving; Grade Checker using level; Jackhammer Operator; Nozzleman (to include: Squeeze and Flow-crete Nozzle); Nozzleman, water, air or steam; Pavement Breaker; Pipelayer, corrugated metal culvert; Pipelayer, multi-section; Pot Tender; Powderman Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Rodder and Spreader; Sandblast Tailhoseman; Tamper (to include: operation of Barco, Essex and similar Tampers, and Pavement Breakers); Trencher, Shawnee; Tugger Operator; Vibrator, under 4 inches; Wagon Drills; Water Pipe Liner; Wheelbarrow, power driven; Miner Class "B" - Brakeman, Finisher, Vibrator and Form Setter

GROUP 4 : Air Track Drill; Brush Machine (to include: Horizontal Construction Joint Clean-up Brush Machine, power propelled); Caisson Worker, free air, Chain Saw Operator and Faller; Concrete Stack (to include: Laborers when 40 ft. high); Gunnite (to include: operation of machine and nozzle); High Scaler; Hod Carrier; Laser Beam Operator (to include: Grade Checkers and Elevation control); Monitor Operator (track or similar mounting); Mortar Mixer; Nozzleman (to include: Jet Blasting Nozzlemán, over 1,200 lbs., Jet Blast Machine, power propelled, Sandblast Nozzle); Pipelayer (to include: working Topman, Caulker, Collarman, Jointer, Mortarman, Rigger, Jacker, Shorer, Valve or meter Installer); Pipewrapper; Vibrator, 4 inches and over; Miner Class "C" - Miner and Nozzlemán for concrete and Laser Beam Operator in Tunnels

GROUP 5 : Drills with dual masts; Powderman; Miner Class "D" - Raise and Shaft Miner and Laser Beam Operator on Raises and Shafts; Powderman receives \$0.25 an hour additional

LABORERS

(AREAS 2 and 5)

- Group 1: Fence Laborer, Window Washer  
Group 2: Batch Weighman, Crusher Feeder, Pilot Car, Toolroom Man  
(at job site), and Flagmen  
Group 3: General Laborer; Air, Gas or Electric Vibrating Screed;  
Ballast Regulator Machine; Carpenter Tender; Chipping Gun;  
Chuck Tender; Concrete Form Stripper; Cement Finisher Tender;  
Curing Labor; Demolition, Wrecking and Moving including Charred  
Material, Epoxy Technician; Gabian Basket Builders; Grinders;  
Pot Tender; Powderman's Tender; Stake Hopper; Topman-Tailman;  
Tugger Operator  
Group 4: Cement Dumper-Paving; Clary Power Spreader; Concrete Saw  
Operator; Faller and Bucker Chain Saw; Grade Checker; High  
Scaler; Jackhammer; Manhole Builder; Mortarman and Hodcarrier;  
Nozzleman (concrete pump, green cutter when using combination  
of high pressure air & water on concrete and rock, sandblast,  
gunnite, shotcrete) water blaster; Pavement Breaker; Pipe Layer  
& Caulker; Pipe reliner (not insert type); Railroad Spike  
Puller (Power); Raker - Asphalt; Spreader (concrete);  
Timberman-Sewer (lagger, shorer & cribber); Track Liner  
(power); Tamper (multiple and self-propelled); Tamper & Similar  
Electric, Air & Gas operated tools; Vibrator; Wagon Driller &  
Air Track Operator; Well Point Laborer  
Group 5: Caisson Worker; Miner; Powderman; Re-Timberman

LABORERS (Cont'd)  
AREA 3

Group 1: General Laborer; Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutter; Car and Truck Loaders; Carpenter Tender; Changehouse Man or Dry Shack Man; Choke Setter; Clean-up Laborers; Concrete Laborers; Culvert, hand labor; Curing, concrete; Demolition, wrecking and moving Laborers; Drillers' Tenders; Dumpers, road oil crew; Dumpman (for grading crew); Fine Graders; Form Strippers (not swinging stages); Guard Rail, Median Rail, Reference Post, Guide Post, Right-of-Way Marker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Powderman Tender; Pittsburgh Chipper Operator or similar types; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bull Gang (above ground); Weightman - Crusher (aggregate when used); Railroad Track Laborers, and Flagmen

Group 2: Applicator (including Pot Tender for same) applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary, power spreader and similar types; Cleanup Nozzleman-Greencutter (concrete, rock, etc.); Concrete power Buggyman; Crusher Feeder; Demolition and wrecking charred materials; Grade Checker; Gunite Nozzleman Tender; Gunite and Sandblasting Pot Tender; Handlers or Mixers of all materials of an irritating nature (including cement and lime); Power Tool Operators, includes but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers, Vibrators (less than 4" in diameter); Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Ribbon Setter, head; Rip Rap Man, head, hand placed; Sand Blasting (wet); Stake Setter; Tunnel-Muckers; Brakemen; Concrete Crew; Bull Gang (underground)

Group 3: Asphalt Rakers; Bit Grinder; Drill Doctor; Drill Operators; Air Tracks; Cat Drills; Wagon Drills; Rubber - mounted Drills and other similar types; Concrete Saw Operator; Gunite Nozzleman; High Scalers; Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down or sloping and stripping); Laser Beam (pipe laying); Applicable when employee assigned to move, set up, align Laser Beam; Manhole Builder; Powderman; Power Saw Operators (bucking and falling); Pumpcrete Nozzleman; Sandblasting (dry); Sewer (Pipe Layers); Sewer Timberman; Track Liners; Anchor Machines, Ballast Regulators, multiple Tampers, Power Jacks; Tugger Operator; Tunnel Chuck Tenders; Nippers and Timbermen; Vibrators (4" and larger); Water Blaster; Welder

Group 4: Laser Beam (tunnel) - Tunnel Miners; Tunnel Powdermen

Group 5: Fence Builder

LABORERS (Cont'd)  
AREA 4

- Group 1: Brush Hog Feeder; Carpenter Tender; Concrete Crewman (to include: Stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, Pumpcrete Machine, Signaling, handling the Nozzle of Squeezecrete, or similar machine - 6 in. and smaller); Crusher Feeder; Demolition (to include: clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector (to include: Guard Rail, Guide and reference Post, Sign Posts, and Right-of-way Markers); General Laborer; Grout Machine Header Tender; Nippers; Riprap Man; Scaffold Erector, wood or steel; Scaleman; Stake Jumper; Structural Mover (to include: separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Truck Loader; Wellpoint Man; Window Cleaner; Miner Class "A" - Bull Gang, Pump Crete Crewman including Distribution Pipe, Assembling and Dismantle and Nipper
- Group 2: Asphalt Raker; Asphalt Roller, walking; Cement Finisher Tender; Cement Handler; Concrete Saw, walking; Demolition Torch; Dope Pot Fireman, non-mechanical; Driller Tender (when required to move and position machine); Form Cleaning Machine Feeder; Stacker; Form Setter, paving; Grade Checker using level; Jackhammer Operator; Nozzleman (to include: Squeeze and Flow-crete Nozzle); Nozzleman, water, air or steam; Pavement Breaker; Pipelayer, corrugated metal culvert; Pipelayer, multi-section; Pot Tender; Powderman Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Rodder and Spreader; Sandblast Tailhoseman; Tamper (to include: operation of Barco, Essex and similar Tampers, and Pavement Breakers); Trencher, Shawnee; Tugger Operator; Vibrator, under 4 inches; Wagon Drills; Water Pipe Liner; Wheelbarrow, power driven; Miner Class "B" - Brakeman, Finisher, Vibrator and Form Setter
- Group 3: Air Track Drill; Brush Machine (to include: Horizontal Construction Joint Clean-up Brush Machine, power propelled); Caisson Worker, free air, Chain Saw Operator and Faller; Concrete Stack (to include: Laborers when 40 ft. high); Gunnite (to include: operation of machine and nozzle); High Scaler; Hod Carrier; Laser Beam Operator (to include: Grade Checkers and Elevation control); Monitor Operator (track or similar mounting); Mortar Mixer; Nozzleman (to include: Jet Blasting Nozzleman, over 1,200 lbs., Jet Blast Machine, power propelled, Sandblast Nozzle); Pipelayer (to include: working Topman, Caulker, Collarman, Jointer, Mortarman, Rigger, Jacker, Shorer, Valve or meter Installer); Pipewrapper; Vibrator, 4 inches and over; Miner Class "C" - Miner and Nozzleman for concrete and Laser Beam Operator in Tunnels
- Group 4: Drills with dual masts; Miner Class "D" - Raise and Shaft Miner and Laser Beam Operator on Raises and Shafts
- Group 5: Powderman

POWER EQUIPMENT OPERATORS  
(AREA 1)

Group 1: Bit Grinder; Bolt Threading Machine; Compressor, under 2,000 cu. ft. per minute, gas, diesel or electric power; Crusher-Feeder (mechanical); Deckhand; Driller's Tender; Fireman and Heater Tender; Grade Checker; Tender (Mechanic, H.D.); Oiler, Oiler and Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade (farm type, Case, John Deere and similar - or Compacting or Vibrator) except when pulled by Dozer with operable blade; Steam Cleaner; Welding Machine; Hydro-seeder

Group 2: A-Frame Truck (single-drum); Assistant Refrigeration Plant (under 1,000 tons); Assistant Plant Operator; Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2,000 cu. ft. or over, 2 or more, gas, diesel or electric power); Concrete Saw multiple cut); Distributor Leverman; Elevator hoisting materials; Dope Pots (power agitated); Fork lift or Lumber Stacker; Hydralift and similar; Gin Trucks (Pipeline); Hoist, single drum; Loader (Bucker, Elevator and Conveyors); Longitudinal Float; Mixer (portable - concrete); Pavement Breaker; Hydra Hammer and similar; Power Broom; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross and similar on construction job site); Tractor (farm type R/T with attachments except Backhoe); Tugger Operator; Ditch Witch or similar

Group 3: A-Frame Truck (2 or more drums); Assistant Refrigeration Plant and Chiller Operator (over 1,000 tons); Backfillers (Cleveland and similar); Beltcrete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Batch Plant and Wet Mix Operator, single unit (concrete); Bending Machine; Boring Machine (earth); Boring Machine (rock under 8" bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning and Doping Machine (Pipeline); Elevating Belt-type Loader (Euclid, Barber Green or similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel, electric); Gunite Combination Mixer and Compressor; Mixermobile; Mucking Machines; Soil Stabilizer (P & H or similar); Spreader Machine; Pump; Tractor to D-6 or equivalent and Traxcavator; Transverse Finish Machine, Turnhead Operator

Group 4: Blade Operator (Motor Patrol and attachments); Concrete Pump (Squeeze-crete, Flow-crete, Pump-crete, Whitman and similar); Drills (Churn, Core, Calyx, or Diamond); Equipment Serviceman, Greaser and Oiler; Hoist (2 or more drums or Tower Hoist); Loaders Overhead and Front-end, under 4 yds. R/T); Pave or Curb Extruders (asphalt or concrete); Refrigeration Plant Engineers (under 1,000 tons); Rubber-tired Skidders (R/T with or without attachments); Surface Heater and Planer Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (Reverse Circulation Drill, under 5" bit)

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POWER EQUIPMENT OPERATORS  
AREA 1 (Cont'd)

Group 5: Backhoe (under 1 yard); Crane (25 tons and under); Derrick and Stifflegs (under 65 tons); Drilling Equipment (8" bit and over) (Robbins, Reverse Circulation and similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Refrigeration Plant Engineer (1,000 tons and over); Signalman (Whirleys, Highline, Hammerheads or similar)

Group 6: Asphalt Plant Operator; Automatic Subgrader (Ditches and Trimmers (Autograde, ABC, R.A. Hansen and similar on grade wire); Backhoes (1 yard to 3 yards); Batch Plant (over 4 units); Batch and Wet Mix Operator (multiple units, 2 and including 4); Blade (finish and Bluetop) (Automatic, CMI, ABC, and similar when used as automatic); Boat Operator; Boom Cats (side); Cableway Controller (Dispatcher); Clamshell Operator (under 3 yds.); Concrete Slip Form Paver; Cranes (over 25 tons including 45 tons); Crusher, Grizzle and Screening Plant Operator; Draglines (under 3 yards); Drill Doctor; H.D. Mechanic; H.D. Welder; Loader Operator (Front-end and Overhead, 4 yards including 8 yards); Multiple Dozer Units with single blade; Quad-track or similar equipment; Roller (finishing pavement); Rubber-tired Scrapers (one motor with one scraper, under 40 yards); Rubber-tired Scrapers, Multi-engine power with one Scraper (Euclid, TS 24 and similar); Rubber-tired Scrapers, one motor with one scraper (40 yards and over); Rubber-tired Scraper, multiple engines with two scrapers; Scraper Operator; Shovels (under 3 yards); Tractors (D-6 and equivalent and over); Trenching Machines (7 feet depth and over, and screed operator

Group 7: Backhoe (3 yards and over); Cableway Operators; Clamshell Operator (3 yards and over); Cranes (over 45 tons to 85 tons); Dericks and Stifflegs (65 tons and over); Draglines (3 yards and over); Elevating Belt (Holland type); Loader 360 degrees revolving Koehring Scooper or similar; Loaders (Overhead and Front-end, over 8 yards to 10 yards); Rubber-tired Scrapers (multiple engine with three or more Scrapers); Shovels (3 yards and over); Whirleys and Hammerheads, all

Group 8: Cranes (85 tons and over, and all climbing, rail and tower); Loaders (Overhead and Front-end, 10 yards and over); Helicopter Pilot

(AREAS 2 and 5)

Group 1: Cranes, 100 tons and over or 200' of boom including jib and over; Loaders, 8 yds. and over; Shovels and attachments, 6 yds. and over

Group 2: Cableways; Cranes, over 45 tons up to 100 tons or over 150' including jib; Rollagon; Tower Crane; Helicopter, Winch; Remote Control Operator; Loader, Overhead, 6 yds. up to 8 yds.; Shovels, Backhoes, over 3 yds. to 6 yds.; Slipform Pavers; Scrapers, self-propelled, 45 yds. and over; Quad 9, HD 41, D-10

POWER EQUIPMENT OPERATORS (Cont'd)  
(AREA 2) (Cont'd)

Group 3: Concrete Batch Plant Operator; Bump Cutter; Cranes, 20 tons through 45 tons; Hydralifts; Chipper; Crushers; Derrick; Drilling Machine; Finishing Machine; Loaders, Overhead, under 6 yds.; Mechanics; Mixers, Asphalt Plant; Motor Patrol Graders, finishing; Pump Truck mounted Concrete Pump with boom attachment; Piledriver Operator; Screed Man; Shovels, Backhoes 3 yds. and under; Subgrader, Trimmer; Tractors, Backhoes, over 60 HP; Scrapers, Self-propelled, under 45 yds.

Group 4: Brooms; Dozers, D-9 and under; Paydozers; A-Frame Crane; Cranes up to 20 tons; Conveyors; Hoists, Air Tugger; Loaders, elevating type; Fork Lifts; Motor Patrol Grader, non-finishing; Mucking Machine; Concrete Pumps; Roller, Plant Mix or Multi-lift materials; Saws, Concrete; Scrapers, Carryall; Spreaders, Blaw Knox; Trenching Machines; Equipment Service Engineer; Oiler Driver on Truck Cranes over 45 tons; Tractor, Backhoe, 60 HP and under

Group 5: Oiler Driver on Truck Cranes, 45 tons and under; Oil Distributors, blower; Assistant Engineer (formerly Oiler classification); Pavement Breaker; Posthole Digger, mechanical; Power Plant; Wheel Tractors, Farmall type; Compressor; Pumps, water; Rollers, other than plant mix;

Group 6: Gradechecker and Stakeman

AREA 3

Group 1: Oiler, including Plant, Crane, Crusher, Guardrail equipment, and Trenching Machine; Assistant Conveyor Operator; Crusher Feederman; Deckhand; Self-propelled Scaffolding Operator; Guardrail Punch Oiler; Pump Operator, under 4"; Brakeman; Switchman; Parts Man (tool room)

Group 2: Blade Operator, pulled type; Truck Crane Oiler - driver, 25 ton capacity or over; Crane Fireman (all equipment except floating); A-Frame Truck Operator, single drum; Tugger or Coffin type Hoist Operator; Driller Tender; Auger; Oiler; Boatman; Fork Lift or Lumber Stacker Operator (on job site); Oiler, combination Guardrail Machines; Temporary Heating Plant Operator; Grade Oiler, required to check grade; Grade Checker; Tar Pot Fireman; Tar Pot Fireman (power agitated); H.D. Repairman Tender; Helicopter Radioman (ground); Roller Operator, grading of base rock (not asphalt)

Group 3: Asphalt Plant Fireman; Pugmill Operator (any type); Truck mounted Asphalt Spreader, with Screed; Compressor Operator (any power), under 1,250 cu. ft. total capacity; Conveyor Operator; Mixer Box Operator (C.T.B., Dry Batch, etc.); Cement Hog; Concrete Saw; Concrete Curing Machine (riding type); Wire Mat or Brooming Machine; Ross Carrier Operator (on job site); Bucket Elevator Loader, Barber Greene and similar types; Hydraulic Pipe Press; Pump Operator (any power), 4" and over; Hydrostatic Pump; Motorman; Ballast Jack Tamper; Bell Boy, phones, etc.; Tamping Machine, mechanical self-propelled; Hydrographic Seeder Machine, straw, pulp or seed; Broom Operator, self-propelled (on job site); Air Filtration Equipment; Welding Machine Operator

- POWER EQUIPMENT OPERATORS (Cont'd)  
AREA 3 (Cont'd)

- Group 4: Screed Operator; Compactor, including Vibratory; Compressor (any power) over 1,250 cu. ft. total capacity; Combination Mixer and Compressor, Gunnite Work; Concrete Mixer Operator, single drum, under five bag capacity; Helicopter Hoist Operator; Floating Equipment Fireman; Lull Hi-lift Operator or similar type; Fork Lift, over 5 ton; Service Oiler (Greaser); Hydra Hammer or similar types; Pavement Breaker; Pump Operator, more than 5 (any size); Roller Operator, Oiling, C.T.B.
- Group 5: Extrusion Machine; Wagner Pactor or similar type (without blade); Concrete Batch Plant Quality Control Operator; Power Jumbo, Setting Slip Forms, etc. in tunnels; Slip Form Pumps, Power driven Hydraulic Lifting Device for concrete forms; Hoist, single drum; Elevator Operator; Pulva-mixer or similar types; Chip Spreading Machine Operator; Lime Spreading (on job site); Sweeper (Wayne type) Self-propelled (on job site); Tractor, rubber-tired 50 H.P. Flywheel and under; Trenching Machine, maximum digging capacity 3 ft. depth
- Group 6: Asphalt Burner and Reconditioner; Pavement Grinder and/or Grooving Machine (riding type); Cast-in-place Pipe Laying Machine; Maginnis Internal Full Slab Vibrator; Concrete Finishing Machine, Clary, Johnson, Bidwell, Burgess Bridge Deck or similar type; Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine; Concrete Planer; Concrete Paving Machine; Concrete Spreader; Loaders, rubber-tired type, 2½ cu. yds. and under; Rock Spreaders, self-propelled
- Group 7: Roller (any asphalt mix); Beltcrete; Pumpcrete Operator (any type); Fuller-Kenyon and similar; Concrete Pump; Grouting Machine; Concrete Mixer, single drum, five bag capacity and over; Tower Mobile Operator; A-Frame Truck, double drum; Boom Truck; Churn Drill and Earth Boring Machine; Hydraulic Backhoe, wheel type 3/8 cu. yds. and under with or without Front End attachments 2½ cu. yds. and under (Ford, John Deere, Case type); Elevating Grader, Tractor towed requiring Operator or Grader; Pot Rammer
- Group 8: Diesel-electric Engineer, Plant, Crusher, Generator, Floating; Batch Plant and/or wet mix, one and two drum; Generator Operator; Belt Loader, Kolman and Ko Cal types; Asphalt Paver Operator
- Group 9: Bulldozer; Drill Cat Operator; Side-boom Cat; Compactor, with blade; Concrete Cooling Machine; Chicago Boom and similar types; Lift Slab Machine; Boom type lifting device, 5 ton capacity or less; Cherry Picker or similar type Crane-hoist, 5 ton capacity or less; Grizzley Crusher; Crusher Plant; Drill Doctor; Boring Machine; Guardrail Punch and Auger (all types); Surface Heater and Planer; Hydraulic Backhoe, track type 3/8 cu. yds.; Loader, Front End and Overhead, 2½ cu. yds. and under 4 cu. yds.; Hammer Operator; Pipe Cleaning, Doping, Bending and Wrapping Machines; Bolt-threading Machine; Drill Doctor (bit grinder); H.D. Mechanic Machine Tool Operator; Stationary Drag Scraper; Tractor, rubber-tired over 50 H.P. Flywheel; Tractor with boom attachment; Trench Machine, maximum digging capacity over 3 ft. depth; Asphalt Plant Operator

POWER EQUIPMENT OPERATORS (Cont'd)  
AREA 3 (Cont'd)

- Group 10: Bulldozer, twin engine (TC 12 and similar); Cable Plow (any type); Compactor, multi-engine; Jack Operator, Elevating Barges; Barge Operator, self-unloading; Rubber-tired Dozers and Pushers (Michigan, Cat, Hough type); Driller - Percussion, Diamond, Core, Cable, Rotary and similar type
- Group 11: Mixer Mobile; Concrete Breaker; Crane Operator, 25 tons and under; Combination Guardrail Machines, i.e., Punch, Auger, etc.; Shovel; Dragline; Clamshell, Hoe, etc., under 1 cu. yd.; Grade-alls, under 1 cu. yd.; Mucking Machine (tunnel)
- Group 12: Blade Operator; Batch Plant and/or Wet Mix, 3 units or more; Reinforced Tank Banding Machine (K-17 or similar); Hoist, two or more drums; Elevating Loader, Athey and similar; Piledriver (not crane type); Rubber-tired Scraper, single and twin engine; Single Scraper, with Push-pull attachments, self-loader; Paddle Wheel, auger type; Blade mounted Spreaders Ulrich and similar types; Shield Operator
- Group 13: Blade Operator, finish; Blade, externally controlled by electronic, mechanical hydraulic means; Blade, multi-engine; Concrete Paving Road Mixer; Derrick, under 100 tons; Hoist, Stiff Leg, Guy Derrick or similar, 50 tons and over; Cableway Operator 25 ton and over; Crane, over 25 ton and including 40 tons; Piledriver Operator; Floating Clamshell, etc., under 3 cu. yds.; Floating Crane (Derrick Barge), less than 30 ton; Elevating Grader, operated by tractor operator, Sierra, Euclid, or similar; Back Filling Machine; Shovel, etc. 1 cu. yd. and less than 3 cu. yds.; Grade-all, 1 cu. yd. and over; Bridge Crane Operator
- Group 14: Tower Crane Operator; Rubber-tired Scraper, with Tandem Scrapers, self-loading, Paddle Wheel, auger type, finish and/or 2 or more units
- Group 15: Rock Hound Operator; Loader, 4 cu. yds., but less than 6 cu. yds.
- Group 16: Autograder or "Trimmer"; Tandem Bulldozer, Quad-nine and similar; Automatic Concrete Slip Form Paver; Concrete Canal Line; Cableway, 25 ton and over; Crane, over 40 ton and including 100 ton; Whirley, 80 ton and under; Floating Clamshell, etc., 3 cu. yds. and over; Floating Crane (Derrick Barge) 30 ton but less than 80 ton; Loader, 6 cu. yds., but less than 12 cu. yds.; Rubber-tired Scraper, with Tandem Scrapers, multi-engine; Shovel, etc., 3 cu. yds. but less than 5 cu. yds.; Wheel Excavator, under 750 cu yds. per hour
- Group 17: Crane over 100 ton and including 200 ton; Whirley, over 80 ton and including 150 ton; Floating Crane (Derrick Barge), 80 ton, but less than 150 ton; Loader, 12 cu. yds. and over; Shovel, etc., 5 cu. yds. and over; Canal Trimmer

-POWER EQUIPMENT OPERATORS (Cont'd)  
AREA 3 (Cont'd)

Group 18: Crane, over 200 ton; Whirley, 150 ton and over; Floating Crane, 150 ton but less than 250 ton; Wheel Excavator, over 750 cu. yds. per hour; Band Wagons, in connection with Wheel Excavator

Group 19: Helicopter, when used in erecting work; Floating Crane, 250 ton and over; Remote controlled earth moving equipment; Underwater equipment, remote or otherwise

DREDGING

AREA 1 - All Counties and portions of Counties East of the 120th Meridian

AREA 2 - All Counties and portions of Counties West of the 120th Meridian (except those enumerated in Area 3) and the Northern part of Pacific County

Group 1: Assistant Mate (Deckhand)

Group 2: Oiler

Group 3: Assistant Engineer (Electric, Diesel, Steam or Booster Pump); Mates and Boatmen

Group 4: Craneman, Engineer Welder

Group 5: Leverman, Hydraulic

AREA 3- DREDGING

Clark, Cowlitz, and Klickitat Counties; Pacific County (southern portion); Skamania and Wahkiakum Counties

Group 1: Leverman, Hydraulic

Group 2-A: Leverman, Dipper

Group 2: Assistant Engineer (including Watch Engineer, Mechanic, and Machinist) and Mate

Group 3: Tenderman (Boatman, attending Dredging Plant); Fireman

Group 4: Assistant Mate (Deckhand); Oiler

POWER EQUIPMENT OPERATORS (Cont'd)  
AREA 4

- Group 1:** Bit Grinders; Bolt Threading Machine; Compressors (under 2,000 CFM, gas, diesel or electric power); Crusher Feeder (mechanical); Deck Hand; Driller Tender; Fireman and Heater Tender; Grade Checker; Mechanic or Welder, H.D.; Hydro-seeder, Mulcher; Nozzleman; Oiler; Oiler and Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade (farm type, Case, John Deere and similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Steam Cleaner; Welding Machine
- Group 2:** A-Frame Truck (single drum); Assistant Refrigeration Plant (under 1,000 ton); Assistant Plant Operator, Fireman or Pugmiser (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2,000 CFM or over, 2 or more, gas, diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator, hoisting materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, Hydra-lift and similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket, elevators and conveyors); Longitudinal Float; Mixer (portable - concrete); Pavement Breaker, Hydra-hammer and similar; Power Broom; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross and similar on construction job only); Tractor (Farm type R/T with attachments, except Backhoe); Tugger Operator
- Group 3:** A-Frame Truck (2 or more drums); Assistant Refrigeration Plant and Chiller Operator (over 1000 ton); Backfillers (Cleveland and similar); Batch Plant and Wet Mix Operator, single unit (concrete); Belt-crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bend Machine; Bob Cat; Boring Machine (earth); Boring Machine (rock under 8" bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Cleaning and Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green and similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel, electric); Guniting Combination Mixer and Compressor; Mixermobile; Posthole Auger or Punch; Pump (Grout or Jet); Soil Stabilizer (P & H or similar); Spreader Machine; Tractor (to D-6 or equivalent) and Traxacavator; Traverse Finish Machine; Turnhead Operator
- Group 4:** Blade Operator (Motor Patrol and attachments); Concrete Pumps (Squeeze-crete, Flow-crete, Pump-crete, Whitman and similar); Curb Extruder (asphalt or concrete); Drills (Churn, Core, Calyx, or Diamond); Equipment Serviceman, Greaser and Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (Overhead and Front-end, under 4 yds. R/T); Refrigeration Plant Engineers (under 1000 ton); Rubber-tire Skidders (R/T with or without attachments); Screed Operator; Surface Heater and Planer Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (Reverse Circulation Drill under 8" bit)

POWER EQUIPMENT OPERATORS (Cont'd)  
AREA 4 (Cont'd)

Group 5: Drilling Equipment (8" bit and over) (Robbins, Reverse Circulation and similar); Hoe Ram; Paving (dual drum); Refrigeration Plant Engineer (1000 tons and over); Signalman (Whirleys, Highline, Hammerheads or similar)

Group 6: Automatic Subgrader (Ditches and Trimmers) (Autograde, ABC, R.A. Hansen and similar on grade wire); Backhoe (under 1 yd.); Batch Plant (over 4 units); Batch and Wet Mix Operator (multiple units, 2 and including 4); Boat Operator; Cableway Controller (Dispatcher); Cranes (25 tons and under); Derricks and Stifflegs (under 65 tons); Drill Doctor; Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Piledriving Engineers; Quad-track or similar equipment; Roller (finishing pavement); Trenching Machines (7 ft. depth and over)

Group 7: Asphalt Plant Operator (Backhoes (1 yd. to 3 yds.); Blade (finish and Bluetop) Automatic, CMI, ABC and similar when used as automatic; Boom Cats (side); Cableway Operators; Clamshell Operators (under 3 yds.); Concrete Slip Form Paver; Cranes (over 25 tons, including 45 tons); Crusher, Grizzle and Screening Plant Operator; Draglines (under 3 yds.); Elevating Belt (Holland type); H.D. Mechanic; H.D. Welder; Loader Operator (Front-end and Overhead, 4 yards, including 8 yards); Mucking Machine; Quad-track or similar equipment; Rubber-tired Scrapers; Shovels (under 3 yds.); Tractors (D-6 and equivalent and over)

Group 8: Backhoes (3 yds. and over); Cranes (over 45 tons, to 85 tons); Cranes (85 tons and over, all climbing, rails and tower); Clamshell Operator (3 yds. and over); Derricks and Stifflegs (65 tons and over); Draglines (3 yds. and over); Loader (360 degrees revolving Koehring Scooper or similar); Loaders (Overhead and Front-end, over 8 yds.); Helicopter Pilot; Shovels (3 yds. and over); Whirleys and Hammerheads, all

Group 9: Transi-lift

TRUCK DRIVERS (AREA 1)

Group 1: Escort Driver or Pilot Car, pickup hauling employees or material

Group 2: Flat Bed Truck, single rear axle; Fork Lift, 3,000 lbs. and under; Tender and Swamper; Leverperson loading Trucks at Bunkers; Pick-up hauling material; Seeder and Mulcher; Stationary Fuel Operator; Team Driver; Tractor (small rubber tired pulling trailer or similar equipment); Water Tank Truck, 1,800 gallons

Group 3: Bus Driver or Employeehaul Driver; Flat Bed Truck, dual rear axle; Power Boat hauling employees or material); Tireperson  
No. 1

TRUCK DRIVERS (Cont'd)  
AREA 1 (Cont'd)

Group 4: Buggy Mobile and similar; Bulk Cement Tanker; Oil Tank Driver; Power operated Sweeper; Straddle Carrier (Ross Hyster and similar); Transit Mixers and Trucks hauling concrete (3 yards and under); Trucks, side, end, and bottom dump (under 6 yards); Water Tank Truck, 1,801 - 4,000 gallons

Group 5: Auto Crane, 2,000 lbs. capacity; Bulk Cement Spreader; Dumptor (6 yds. and under); Flat Bed Truck (with hydarulic system); Fork Lift (3,001 - 16,000 lbs.); Rubber-tired Tunnel Jumbo; Scissor Truck; Slurry Truck Driver; Transit Mixers and Trucks, 4,001 to 6,000 gallons; Wrecker and Tow Trucks; Fuel Truck Driver; Steam Cleaner and Washer; Flaherty Spreader

Group 6: Service Greaser; Tireperson No. 2; Truck, side, end, and bottom Dump (over 6 yds. to 12 yds.); Oil Distributor Driver (Road, Boot Person, Lever Person, Tender)

Group 7: A-Frame; Water Tank Truck, 6,001 to 8,000 gallons

Group 8: Dumptor (over 6 yds.); Transit Mixers and Trucks hauling concrete (6 yds. to 10 yds.); Trucks, side, end, and bottom dump (over 12 yds. including 20 yds.); Semi Truck and Trailer 50 tons and under; Lowboy

Group 9: Low Boy (over 50 tons); Water Tank Trucks, 8,001 to 10,000 gallons; Tractor with Steer Trailer; Truck mounted Crane with load bearing surface, either mounted or pulled

Group 10: Transit Mixer and Trucks hauling concrete (10 yds. to 15 yds.); Trucks, side, end, and bottom dump (over 20 yds. including 30 yds.); Water Tank Truck (10,001 to 12,000 gallons); Fork Lift, over 16,000 lbs.; Flaherty Spreader Box Driver; Flow Boys; Semi-end Dumps

Group 11: Mechanic, Field

Group 12: Tournarocker, D. W.'s and similar, with 2 to 4 wheel power tractor with trailer, gallonage or yardage scale, whichever is greater; Transit Mixers and Trucks hauling concrete (15 yds. to 20 yds.); Trucks, side, end, and bottom dump (over 30 yds. to 40 yds.); Water Tank Truck, 12,001 to 14,000 gallons

Group 13: Transit Mixers and Trucks hauling concrete (over 20 yds.); Trucks, side, end, and bottom dump (over 40 yds. to 50 yds.)

Group 14: Trucks, side, end, and bottom dumps (over 50 yds. to 100 yds.)

Group 15: Helicopter Pilot hauling employees or material; Trucks, side, end, and bottom dump (over 100 yards)

TRUCK DRIVERS (Cont'd)  
AREA 2

- Group 1: Leverman and Loaders at Bunkers and Batch Plants; Swampers; and Checkers
- Group 2: Team Drivers
- Group 3: Bull Lifts and similar equipment used in loading and unloading trucks, transporting materials on job site (warehousing); Dumpsters and similar equipment (including Tournarockers, Tournawagon, Turnatrailer, Cat DW series, Terra Cobra, LeTourneau, Westinghouse, Athey Wagon, Euclid, two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including Semi-trucks and Trucks or combinations thereof) - up to and including 5 yds.; Flatbed, single rear axle; Fuel Truck; Grease Truck; Greaser, Battery Service Man and/or Tire Service Man; Scissor Truck; Spreader, Flaherty; Tractor (small, rubber-tired); Vacuum Truck; Water Wagon and Tank Trucks, up to 1,600 gallons; Winch Truck, single rear axle; Wrecker, Tow Truck and similar equipment
- Group 4: Flatbed, dual rear axle
- Group 5: Buggymobile; Hyster Operators; Straddle Carrier (Ross, Hyster, and similar equipment); Water Wagon and Tank Trucks, 1,600 gallons to 3,000 gallons
- Group 6: Transit-mix, 0 to and including 4½ yards
- Group 7: Dumpsters and similar equipment (as listed in Group 3) - over 5 yds. to and including 12 yds.; Explosive Truck (field mix) and similar equipment; Lowbed and Heavy Duty Trailer, under 50 tons gross; Road Oil Distributor Driver; Slurry Truck; Sno-go and similar equipment; Winch Truck, dual rear axle
- Group 8: Dumpster and similar equipment (as listed in Group 3) - over 12 yards to and including 16 yards
- Group 9: Bulk Cement Tankers; Dumpsters and similar equipment (as listed in Group 3) - over 16 yds. to and including 20 yds.; Water Wagon and Tank Truck, over 3,000 gallons
- Group 10: Bull Lifts or similar equipment used in loading or unloading trucks transporting materials on job site, other than warehousing
- Group 11: Transit-mix, over 4 yds. to and including 6 yds.
- Group 12: "A" Frame or Hydralift Trucks or similar equipment

TRUCK DRIVERS (Cont'd)  
AREA 2 (Cont'd)

- Group 13: Dumpster and similar equipment (as listed in Group 3) - over 20 yds. to and including 30 yds.; Lowbed and Heavy Duty Trailer, over 50 tons gross to and including 100 tons gross
- Group 14: Transit-mix, over 6 yds. to and including 8 yds.
- Group 15: Dumpsters and similar equipment (as listed in Group 3) - over 30 yds. to and including 40 yds.; Lowbed and Heavy Duty Trailer, over 100 tons gross
- Group 16: Transit-mix, over 8 yds. to and including 10 yds.
- Group 17: Dumpsters and similar equipment (as listed in Group 3) - over 40 yds. to and including 55 yds.
- Group 18: Transit-mix, over 10 yds. to and including 12 yds.
- Group 19: Transit-mix, over 12 yds. to and including 16 yds.
- Group 20: Transit-mix, over 16 yds. to and including 20 yds.
- Group 21: Transit-mix, over 20 yds.
- Group 22: Escort or Pilot Car
- Group 23: Flat bed (single rear axle); pickup truck

## AREA 3

- Group 1: Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: 6 cu. yds. and under, Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Warehouseman (warehouse parts, tool men and parts chaser, checkers and receivers); Water Wagons (rated capacity) - up to 1,600 gallons
- Group 2: "A" Frame or Hydra-lift Truck with load bearing surface; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Drivers

TRUCK DRIVERS (Cont'd)  
AREA 3 (Cont'd)

Group 3: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 6 cu. yds. and including 10 cu. yds.; Slurry Truck Driver or Leverman; Transit Mix, and Wet or Dry Mix Trucks: 5 cu. yds. and under; Tireman (full-time basis); Water Wagons (rated capacity) - 1,600 to 3,000 gallons

Group 4: Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer, Truck and Trailers or doubles transporting equipment or wet or dry materials; Lumber Carrier Driver - Staddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Water Wagons (rated capacity) - 3,000 to 5,000 gallons

Group 5: Dumpsters or similar equipment, all sizes; Transit Mix and Wet or Dry Trucks, over 5 cu. yds. and including 7 cu. yds.

Group 6: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 20 cu. yds.; Transit Mix and Wet or Dry Mix Truck, over 7 cu. yds. and including 9 cu. yds.; Truck Mechanic - Welder - Body Repairman; Water Wagons (rated capacity) - 5,000 to 7,000 gallons

Group 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 20 cu. yds. and including 30 cu. yds.; Transit Mix and Wet or Dry Mix Trucks, over 9 cu. yds. and including 11 cu. yds.; Water Wagons (rated capacity) over 7,000 gallons to 10,000 gallons

Group 8: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 30 cu. yds. and including 40 cu. yds.; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 13 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

Group 9: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 40 cu. yds. and including 50 cu. yds.; Transit Mix and Wet or Dry Mix Trucks, over 13 cu. yds. and including 15 cu. yds.

Group 10: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds.

Group 11: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 60 cu. yds. and including 70 cu. yds.

Group 12: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 70 cu. yds. and including 80 cu. yds.

TRUCK DRIVERS (Cont'd)  
AREA 3 (Cont'd)

Group 13: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu yds. and including 90 cu. yds.

Group 14: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 90 cu. yds. and including 100 cu. yds.

AREA 4

Group 1: Flat Bed Truck, single rear axle; Fork Lift, 3,000 lbs. and under; Tender and Swamper; Leverperson loading Trucks at Bunkers; Pick-up hauling material; Seeder and Mulcher; Stationary Fuel Operator; Team Driver; Tractor (small rubber tired Pulling trailer or similar equipment); Water Tank Truck, 1,800 gallons

Group 2: Bus Driver or Employeehaul Driver; Flat Bed Truck, dual rear axle; Power Boat hauling employees or material; Tireperson No. 1

Group 3: Buggy Mobile and similar; Bulk Cement Tanker; Oil Tank Driver; Power Operated Sweeper; Straddle Carrier (Ross Hyster and similar); Transit Mixers and Trucks hauling concrete (3 yds. and under); Trucks, side, end, and bottom dump (under 6 yds.); Water Tank Truck, 1,801 - 4,000 gallons

Group 4: Auto Crane, 2,000 lbs. capacity; Bulk Cement Spreader; Dumptor (6 yds. and under); Flat Bed Truck (with hydraulic system); Fork Lift (3,001 - 16,000 lbs.); Rubber-tired Tunnel Jumbo; Scissor Truck; Slurry Truck Driver; Transit Mixers and Trucks, 4,001 to 6,000 gallons; Wrecker and Tow Trucks; Fuel Truck Driver; Steam Cleaner and Washer; Flaherty Spreader

Group 5: Service Greaser; Tireperson No. 2; Truck, side, end, and bottom Dump (over 6 yds. to 12 yds.); Oil Distributor Driver (road, Boot Person, Lever Person, Tender)

Group 6: A-Frame; Water Tank Truck, 6,001 to 8,000 gallons

Group 7: Dumptor (over 6 yards); Transit Mixers and Trucks hauling concrete (6 yards to 10 yards); Trucks, side, end, and bottom dump (over 12 yards including 20 yards); Semi Truck and Trailer; Lowboy 50 tons and under

Group 8: Low Boy (over 50 ton); Water Tank Trucks, 8,001 to 10,000 gallons; Tractor with Steer Trailer; Truck mounted Crane with load bearing surface, either mounted or pulled

Group 9: Transit Mixer and Trucks hauling concrete (10 yds. to 15 yds.); Trucks, side, end, and bottom dump (over 20 yds. including 30 yds.); Water Tank Truck (10,001 to 12,000 gallons); Fork Lift, over 16,000 lbs.; Flaherty Spreader Box Driver; Flow Boys; Semi-end Dumps

TRUCK DRIVERS (Cont'd)  
AREA 4 (Cont'd)

Group 10: Mechanic, Field

Group 11: Tournarocker, D.W.'s and similar, with 2 or 4 wheel power tractor with trailer, gallonage or yardage scale, whichever is greater; Transit Mixers and Trucks hauling concrete (15 yds. to 20 yds.); Trucks, side, end, and bottom dump (over 30 yds. to 40 yds.); Water Tank Truck, 12,001 to 14,000 gallons

Group 12: Transit Mixers and Trucks hauling concrete (over 20 yds.); Trucks, side, end, and bottom dump (over 40 yds. to 50 yds.)

Group 13: Trucks, side, end, and bottom dumps (over 50 yds. to 100 yds.)

Group 14: Helicopter Pilot hauling employees or material; Trucks, side, end, and bottom dump (over 100 yards)

Drivers and Tenders (hauling sacked cement - add \$.15 per hour)

Winch Truck - takes classification of Truck on which Winch is mounted.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5 (a) (1) (ii)).



REVISION #1

STATE PREVAILING WAGES - MODIFICATIONS TO 9-13-85 RATES

(Effective Date 9-25-85)

Change to:

SPRINKLER FITTERS - FIRE PREVENTION

Foreman	22.59
Journeyman	20.99

Apprenticeship	.11
Health and Welfare	1.70
Pension	5.10

Overtime: The first 2 hours in excess of 8 hours per day, Monday through Friday, and the first 8 hours on Saturday, shall be paid at one and one-half times (inc. H & W) the regular rate of pay. All other overtime hours and all hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.

Change to:

IRONWORKERS

Burners	18.26
Foreman	19.76
General Foreman	20.76
Ironworkers	18.26
Ornamental	18.26
Reinforcing	18.26
Riggers	18.26
Structural	18.26
Welders	18.26

Health & Welfare	2.36
Pension	2.15
Apprenticeship	0.20

Overtime: The first 2 hours in excess of 8 hours per day, Monday through Friday, and the first 8 hours on Saturday shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.

BPW

# Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



ACTION	
INFORMATION	
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## MEMORANDUM

**Date:** October 3, 1985

**To:** Board of Public Works Members

**From:** Barbara K. Taber, Executive Secretary

**Subject:** Federal Wage Decision #WA 85-5037

*Barbara K. Taber*

Attached is federal wage decision #WA 85-5037 which must be included in all public works improvement contract project manuals which contain federal funds, effective immediately. This wage decision is to be used in addition to federal wage decision WA 84-5040 and its modifications. The attached decision details wages for building construction while WA 84-5040 is primarily for highway and heavy equipment construction.

BKT:MEP:k1  
Attachment  
7/wg fedmod

cc: Doug Howell, Engineering Department  
Jo Rekhi, Parks and Recreation Department  
Robert Snyder, Department of Administrative Services  
John Hansen, City Light  
Jim Olson, Water Department  
Bette Robbins, Seattle Center

SEATTLE BUS. DEPT.  
1005 OCT -7 AM 8 22

27355

F.R. 9/20/85

STATE: WASHINGTON

WA 85-5037

COUNTIES: Chelan, Clallam, \*Douglas, Grays Harbor, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, \*Okanogan, \*Pacific, Pierce, Snohomish, and Thurston

DESCRIPTION OF WORK: Building Projects  
(Does not include single-family homes and apartments up to and including four stories)

\*Includes the areas of Douglas and Okanogan Counties which lie West of the 120th Meridian, and Pacific County North of the Wahkiakum County northern boundary extended Westward to the Pacific Ocean

	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
ASBESTOS WORKERS	\$21.07	\$3.30	CEMENT MASONS (Cont'd):		
BOILERMAKERS	21.52	3.54	Area 2:		
BRICKLAYERS:			Cement Masons	17.86	3.45
Area 1	17.84	2.29	Composition, Color, Mastic, Trowel Machine, Grinder, Power Tool, Gunitite nozzle	18.11	3.45
Area 2	18.45	3.18	Area 3:		
Area 3:			Cement Masons	16.95	3.00
Masonry contracts under \$100,000	13.31	3.40	Composition, color, mastic, trowel machine, grinder, power tool, gunitite nozzle	17.20	3.00
Masonry contracts over \$100,000	16.64	3.40	ELECTRICIANS:		
Area 4	18.18	3.50	Area 1:		
CARPENTERS:			Electricians	18.76	3%+3.61
Area 1:			Cable Splicers	19.70	3%+3.61
Buildings under \$500,000 and Bridges under \$350,000 (Except King County):			Area 2:		
All Classifications	15.00	2.96	Electricians	20.03	3%+2.56
All other work:			Cable Splicers	22.03	3%+2.56
Carpenters & Drywall Applicator	17.32	2.96	Area 3:		
Carpenter on creosoted material	17.42	2.96	Electricians	17.62	3%+3.38E
Sawfilers, stationary power saw, floor finisher, floor layer, shingler, floor sander and other stationary power woodworking tools	17.45	2.96	Cable Splicers	19.38	3%+3.38E
Millwright & Machine Erector	17.82	2.96	Area 4:		
Piledriver, bridge, dock and wharf builder	17.52	2.96	Electricians	18.70	3%+3.20
Acoustical worker	17.48	2.96	Cable Splicers	20.57	3%+3.20
Area 2:			Area 5:		
Carpenters, Lathers, Sawfiler			Electricians	21.00	3%+3.20
Stationary power saw, floor-layer, floor finisher, floor-sander, and stationary wood working tools	14.00	2.96	Cable Splicers	23.10	3%+3.20
Piledriver, Bridge, Dock, and Wharf builder	17.52	2.96	ELECTRONIC TECHNICIANS:		
Acoustical Workers	14.16	2.96	Area 1	13.66	2.63
CEMENT MASONS:			Area 2	14.00	7.4%
Area 1:			ELEVATOR MECHANICS:		
Group 1	15.62	3.80	Area 1	19.855	a+3.29
Group 2	16.12	3.80	Area 2	20.76	a+3.00
Group 3	16.62	3.80	Elevator Helpers Areas 1 & 2: 70% of journeyman rate plus full fringes. Probationary Helpers 50% no fringe.		
			GLAZIERS:		
			Area 1	10.91	2.51
			Area 2	16.84	b+2.68
			Area 3	13.06	2.03
			INSULATION APPLICATORS	14.22	2.66
			IRONWORKERS	18.26	4.71
			LATHERS:		
			Area 1	17.27	3.05

	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
<b>PAINTERS:</b>			<b>TERRAZZO WORKERS; TILE SETTERS:</b>		
Area 1:			Area 1	17.24	2.29
Brush	15.97	2.59	Area 2	17.69	3.12
Drywall Taper	14.67	2.59	Area 3	16.64	3.40
Steel, Spray, Steam Cleaning	16.47	2.59	Area 4	17.44	3.43
Swing Stage or high work over 30 ft	16.67	2.59	<b>TILE, MARBLE, &amp; TERRAZZO FINISHERS:</b>	14.77	2.22
Bitumastic, Sandblasting, Bridge, tanks on legs, Tower, Stacks, Steeples	16.77	2.59	<b>LANDSCAPE CONSTRUCTION:</b>		
TV, Radio and Electrical Transmission Towers	17.47	2.59	Laborers	8.46	3.30
Area 2:			Plumbers	10.62	2.31
General Painter	17.24	2.72	Power Equipment Operators	11.18	3.80
Drywall Taper	18.32	2.72	<b>LABORERS:</b>		
Industrial Painter	17.64	2.72	Area 1:		
<b>PLASTERERS:</b>			Chelan, Douglas, Kittitas, & Okanogan Counties. (See Footnote "d")		
Area 1	15.88	3.20	Group 1	8.46	3.43
Area 2	17.31	3.62	Group 2	9.60	3.43
<b>PLUMBERS:</b>			Group 3	9.60	3.43
Area 1	17.25	6.82	Group 4	9.98	3.43
Area 2	19.43	7.23	Group 5	10.27	3.43
Area 3	19.89	6.76	All other work not covered by Footnote "d"		
Area 4	19.00	6.82	Group 1	8.46	3.43
<b>ROOFERS:</b>			Group 2	10.78	3.43
Area 1	14.56	4.10	Group 3	12.00	3.43
Area 2	16.48	2.55	Group 4	12.48	3.43
Area 3:			Group 5	12.84	3.43
Roofers, waterprooferers	18.85	2.57	Area 2:		
Slate & Tile Roofers	19.10	2.57	Remaining Counties (See Footnote "c")		
Area 4:			Group 1	8.46	3.43
Roofers, Waterprooferers	16.75	3.04	Group 2	10.78	3.43
Slate & tile roofers	17.00	3.04	Group 3	12.69	3.43
			Group 4	13.20	3.43
			Group 5	13.40	3.43
			All other work not covered by Footnote "c"		
<b>SHEET METAL WORKERS:</b>			Group 1	8.46	3.43
Area 1	17.46	3 $\frac{1}{2}$ +3.08	Group 2	10.78	3.43
Area 2	21.54	3 $\frac{1}{2}$ +2.24	Group 3	14.96	3.43
Area 3	19.65	3 $\frac{1}{2}$ +2.33	Group 4	15.44	3.43
Area 4	20.71	3 $\frac{1}{2}$ +3.07	Group 5	15.80	3.43
<b>SOFT FLOOR LAYERS:</b>					
Area 1	15.00	2.34			
Area 2	17.30	2.34			
Area 3	14.454	2.65+c			
Area 4	15.98	2.82			
<b>SPRINKLER FITTERS:</b>					
Area 1	20.99	6.91			
Area 2	19.17	3.23			

**POWER EQUIPMENT OPERATORS:**

**Area 1:**

Chelan, Douglas, Kittitas & Okanogan Counties.

On projects as described in Footnote "d", the rate for each group shall be 65% of the base rate plus full fringe benefits. On all other work, the following rates apply:

	Basic Hourly Rates	Fringe Benefits
Group 1	16.73	4.16
Group 2	16.23	4.16
Group 3	15.74	4.16
Group 4	15.43	4.16
Group 5	15.11	4.16
Group 6	13.33	4.16

**Area 2:**

**Remaining Counties:**

On projects as described in Footnote "d", the rate for each group shall be 85% of the base rate plus full fringe benefits.

On all other work, the following rates apply:

	Basic Hourly Rates	Fringe Benefits
Group 1	18.73	4.16
Group 2	18.23	4.16
Group 3	17.79	4.16
Group 4	17.43	4.16
Group 5	17.13	4.16
Group 6	15.33	4.16

**TRUCK DRIVERS:**

On projects as described in Footnote "d", the rate for each group shall be 85% of the base rate plus full fringe benefits. On all other work, the following rates apply:

	Basic Hourly Rates	Fringe Benefits
Group 1	17.06	3.64
Group 2	17.11	3.64
Group 3	17.16	3.64
Group 4	17.27	3.64
Group 5	17.33	3.64
Group 6	17.37	3.64
Group 7	17.38	3.64
Group 8	17.44	3.64
Group 9	17.49	3.64
Group 10	17.51	3.64
Group 11	17.54	3.64
Group 12	17.64	3.64
Group 13	17.66	3.64
Group 14	17.70	3.64
Group 15	17.82	3.64
Group 16	17.86	3.64
Group 17	17.98	3.64
Group 18	18.03	3.64
Group 19	18.19	3.64
Group 20	18.35	3.64
Group 21	18.51	3.64
Group 22	12.00	3.64
Group 23	15.25	3.64

WELDERS receive rate prescribed for craft performing operation to which welding is incidental

**FOOTNOTES:**

- a. Employer contributes 8% of basic hourly rate for over 5 years service and 6% for 6 months to 5 years service as vacation pay credit. Paid holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day
- b. Two weeks vacation with pay after 1 year employment. Paid holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day
- c. Reduced rates as indicated in the wage decision may be paid on projects which have a total value of less than \$3 million excluding the cost of electrical, mechanical, and utilities. Utilities include sanitary and storm sewerage and facilities for the delivery of water, elecity, gas, and communications.
- d. Reduced rates as indicated in the wage decision may be paid on the following:
  1. Projects involving work on structures such as buildings & bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract. Utilities include sanitary & storm sewerage and facilities for the delivery of water, gas, electricity, and communications.
  2. Projects of less than \$1 million where no building is involved. Surfacing & paving included, but utilities excluded.
  3. Marine projects (docks, wharfs etc) less than \$150,000

## AREA DESCRIPTIONS

## BRICKLAYERS; MARBLE SETTERS:

- Area 1: Chelan, Douglas, and Okanogan Counties
- Area 2: Clallam, Jefferson, King, Kitsap, and Snohomish Counties
- Area 3: Kittitas County
- Area 4: Grays Harbor, Lewis, Mason, Pacific, Pierce, and Thurston Counties

## CARPENTERS:

- Area 1: Clallam, Grays Harbor, Jefferson, King, Kitsap, Lewis, Mason, Pacific & Pierce
- Area 2: Chelan, Kittitas, Okanogan, and Douglas Counties

## CEMENT MASONS:

- Area 1: Chelan, Douglas, Kittitas (except area lying one mile west of Easton), and Okanogan Counties
- Area 2: Clallam, Grays Harbor, Jefferson, King (Southern portion), Kitsap, Kittitas (Western portion lying one mile West of the City of Easton), Lewis, Mason, Pacific, Pierce, and Thurston Counties
- Area 3: Island, San Juan, Skagit, Snohomish, King, (Northern portion) & Whatcom Cos.

## ELECTRICIANS:

- Area 1: Kittitas County
- Area 2: Chelan, Douglas, and Okanogan Counties
- Area 3: Clallam, Jefferson, King, and Kitsap Counties
- Area 4: Grays Harbor, Lewis, Mason, Pierce, Pacific, and Thurston Counties
- Area 5: Snohomish County

ELECTRONIC TECHNICIANS: Installation and repair of low-voltage communication and alarm systems, excluding any work under the jurisdiction of journeyman electricians

- Area 1: Clallam, Jefferson, King, and Kitsap Counties
- Area 2: Grays Harbor, Lewis, Mason, Pacific, Pierce, and Thurston

## ELEVATOR MECHANICS:

- Area 1: Douglas, Okanogan Counties
- Area 2: Chelan, Clallam, Grays Harbor, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pacific, Pierce, Snohomish, and Thurston Counties

## GLAZIERS:

- Area 1: Chelan, Douglas, and Okanogan County
- Area 2: Clallam, Jefferson, Grays Harbor, King, Kitsap, Lewis, Mason, Pacific, Pierce Snohomish, Thurston Counties
- Area 3: Kittitas County

## LATHERS:

- Area 1: Clallam, Jefferson, King, Kitsap, Lewis, Pacific, and Pierce Counties

## PAINTERS:

- Area 1: Chelan, Douglas, Kittitas, Okanogan Counties
- Area 2: Clallam, Grays Harbor, Jefferson, King, Kitsap, Lewis, Mason, Pierce, Pacific, Snohomish, and Thurston Counties

## PLASTERERS:

- Area 1: Chelan, Douglas, Kittitas, Okanogan Counties
- Area 2: Clallam, Grays Harbor, Jefferson, King, Kitsap, Lewis, Mason & Pacific Cos.

## PLUMBERS:

- Area 1: Chelan, Kittitas (North of 47° 15' Latitude), Douglas, Okanogan Counties
- Area 2: Kittitas County (South of 47° 15' Latitude)
- Area 3: Grays Harbor, Kitsap, Lewis, Mason, Pierce, Snohomish, and Thurston Counties
- Area 4: Clallam, King, and Jefferson Counties

## ROOFERS:

- Area 1: Chelan, Douglas & Okanogan Counties
- Area 2: Kittitas County
- Area 3: Clallam, Jefferson, King, Kitsap, Mason, and Snohomish Counties
- Area 4: Cowlitz, Grays Harbor, Lewis, Pacific, Pierce and Thurston Counties

## AREA DESCRIPTIONS

## SHEET METAL WORKERS:

- Area 1: Chelan, Douglas, Okanogan Counties
- Area 2: Clallam, Jefferson, Kitsap, and Mason Counties
- Area 3: Grays Harbor, Lewis, Pacific, Pierce, and Thurston Counties
- Area 4: King, Kittitas, and Snohomish Counties

## SOFT FLOOR LAYERS:

- Area 1: Chelan, Douglas, and Okanogan County
- Area 2: King, Kitsap, and Snohomish Counties
- Area 3: Grays Harbor, Lewis, Mason, Pierce, and Thurston Counties
- Area 4: Kittitas County

## SPRINKLER FITTERS:

- Area 1: Snohomish, King, Kitsap, Pierce, and Thurston Counties
- Area 2: Remaining Counties

## TERRAZZO WORKERS; TILE SETTERS:

- Area 1: Chelan, Douglas, and Okanogan Counties
- Area 2: Clallam, Jefferson, King, Kitsap, and Snohomish
- Area 3: Kittitas County
- Area 4: Grays Harbor, Lewis, Mason, Pierce, and Thurston Counties

## GROUP DESCRIPTIONS

## CEMENT MASONS (AREA 1)

- Group 1: Journeyman cement mason includes but not limited to: Rodding, tamping, Floating, Troweling, Patching, Stoning, rubbing, sack rubbing, all exposed aggregate finishing, setting of screeds, screed forms, curb and gutter and sidewalk forms, preparation of all concrete for caulking of the joints and the caulking of expansion joints, preparation of concrete for the application of hardeners, sealers and curing compounds and their application; grouting and dry packing of machine base, removal of snap ties and she-bolts prior to patching of concrete
- Group 2: Power troweling machine operator, troweling of magnesite, toroganal or material with epoxy base or exychloride base, all power grinders, brushing hammer, chipping gun, gunnite nozzleman, all sandblasting for architectural finishes and exposing of aggregate for finish, concrete sawing and cutting for expansion joints and scoring for decorative patterns, operating of clary-type floats, longitudinal floats, rodding machines and belting machines, scarifiers
- Group 3: Grinding, brushing or chipping of toxic materials or high density concrete, operating power tools on a scaffold

## LABORERS (AREAS 1 and 2)

- Group 1: Fence laborer, window washer
- Group 2: Batch weighman, crusher feeder, pilot car, tool room man at job site,
- Group 3: General laborer,; air, gas, or electric vibrating screed; Ballast regulator machine; carpenter tender; chipping gun; chuck tender; concrete form stripper; cement finisher tender; curing labor; demolition, wrecking, and moving including charred material, epoxy technician; gabian basket builders; grinders; pot tender; powderman's tender; stake hopper; topman-tailman; tugger operator

## GROUP DESCRIPTIONS (CONT'D)

## LABORERS AREAS 1 and 2 (CONT'D)

Group 4: Cement dumper-paving; Clary power spreader; concrete saw operator; faller and buckler chain saw; grade checker; high scaler; jackhammer; manhole builder; mortarman and hodcarrier; nozzlemán (concrete pump, green cutter when using combination of high pressure air & water on concrete and rock, sandblast, gunnite, shotcrete) water blaster; pavement breaker; pipe layer & caulker; Pipe reliner (not insert type); Railroad spike puller (power); raker-asphalt; spreader (concrete); timberman-sewer (lagger, shorer & cribber); track liner (power); tamper (multiple and self-propelled); tamper & similar electric, air & gas operated tools; vibrator; wagon driller & air track operator; well point laborer

Group 5: Caisson worker; miner; powderman; re-timberman

## POWER EQUIPMENT OPERATORS (AREAS 1 and 2)

Group 1: Cranes, 100 tons and over or 200ft of boom including jib and over; Loaders, 8 yards and over; shovels and attachments 6 yds and over

Group 2: Cableways; cranes, over 45 tons up to 100 tons or over 150 ft including jib; rollagon; tower crane; helicopter, winch; remote control operator; loader, overhead, 6 yds up to 8 yds; shovels, backhoes over 3 yds to 6 yds; slipform pavers; scrapers, self-propelled, 45 yds and over; Quad 9, HD 41, D-10

Group 3: Concrete batch plant operator; bump cutter; cranes 20 tons to 45 tons; Hydralifts; chipper; crushers; derricks; drilling machine; finishing machine; loaders, overhead, under 6 yds; mechanics; mixers, asphalt plant; motor patrol graders, finishing; pump truck mounted concrete pump with boom attachment; piledriver operator; screed man; shovels, backhoes 3 yds and under; subgrader, trimmer; tractors, backhoes over 60 hp; scrapers, self-propelled, under 45 yds

Group 4: Broom; dozers, D-9 and under; paydozers; A-frame crane; cranes up to 20 tons; conveyors; hoists, air tigger; loaders, elevating type; fork lifts; motor patrol grader, non-finishing; mucking machine; concrete pumps; roller, plant mix or multi-lift materials; saws, concrete; scrapers, carryall; spreaders, blow Knox; trenching machines; equipment service engineer; oiler driver on truck cranes over 45 tons; tractor, backhoe 60 hp and under

Group 5: Oiler driver on truck cranes, 45 tones and under; oil distributors, blower; assistant engineer; abement breaker; posthole digger, mechanical; power plant; wheel tractors, farmall type; pumps, water; rollers other than plant mix

Group 6: Gradechecker and stakeman

## TRUCK DRIVERS

- Group 1: Leverman and Loaders at Bunkers and Batch Plants; Swampers; and Checkers
- Group 2: Team Drivers
- Group 3: Bull Lifts and similar equipment used in loading and unloading trucks, transporting materials on job site (warehousing); Dumpsters and similar equipment (including Tournarockers, Tournawagon, Turnatrailer, Cat DW series, Terra Cobra, LeTourneau, Westinghouse, Athey Wagon, Euclid, two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including Semi-trucks and Trucks or combinations thereof) - up to and including 5 yds.; Flatbed, single rear axle; Fuel Truck; Grease Truck; Greaser, Battery Service Man and/or Tire Service Man; Scissor Truck; Spreader, Flaherty; Tractor (small, rubber-tired); Vacuum Truck; Water Wagon and Tank Trucks, up to 1,600 gallons; Winch Truck, single rear axle; Wrecker, Tow Truck and similar equipment
- Group 4: Flatbed, dual rear axle
- Group 5: Buggymobile; Hyster Operators; Straddle Carrier (Ross, Hyster, and similar equipment); Water Wagon and Tank Trucks, 1,600 gallons to 3,000 gallons
- Group 6: Transit-mix, 0 to and including 4½ yards
- Group 7: Dumpsters and similar equipment (as listed in Group 3) - over 5 yds. to and including 12 yds.; Explosive Truck (field mix) similar equipment; Lowbed and Heavy Duty Trailer, under 50 tons gross; Road Oil Distributor Driver; Slurry Truck; Sno-go and similar equipment; Winch Truck, dual rear axle
- Group 8: Dumpster and similar equipment (as listed in Group 3) - over 12 yards to and including 16 yards
- Group 9: Bulk Cement Tankers; Dumpsters and similar equipment (as listed in Group 3) - over 16 yds. to and including 20 yds.; Water Wagon and Tank Truck, over 3,000 gallons
- Group 10: Bull Lifts or similar equipment used in loading or unloading trucks transporting materials on job site, other than warehousing
- Group 11: Transit-mix, over 4 yds. to and including 6 yds.
- Group 12: "A" Frame or Hydralift Trucks or similar equipment

## TRUCK DRIVERS (Cont'd)

- Group 13: Dumpster and similar equipment (as listed in Group 3) - over 20 yds. to and including 30 yds.; Lowbed and Heavy Duty Trailer, over 50 tons gross to and including 100 tons gross
- Group 14: Transit-mix, over 6 yds. to and including 8 yds.
- Group 15: Dumpsters and similar equipment (as listed in Group 3) - over 30 yds. to and including 40 yds.; Lowbed and Heavy Duty Trailer, over 100 tons gross
- Group 16: Transit-mix, over 8 yds. to and including 10 yds.
- Group 17: Dumpsters and similar equipment (as listed in Group 3) - over 40 yds. to and including 55 yds.
- Group 18: Transit-mix, over 10 yds. to and including 12 yds.
- Group 19: Transit-mix, over 12 yds. to and including 16 yds.
- Group 20: Transit-mix, over 16 yds. to and including 20 yds.
- Group 21: Transit-mix, over 20 yds.
- Group 22: Escort or Pilot Car
- Group 23: Flat bed (single rear axle); pickup truck

DHWD - SRD, SA  
SEP 20 1985  
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BPW

# Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



ACTION	
✓	
INFORMATION	
EWA	
JDD	
KEN/DJH	

4/18  
OCT 18 '85

## MEMORANDUM

**Date:** October 1, 1985  
**To:** Board of Public Works Members  
**From:** Barbara K. Taber, Executive Secretary  
**Subject:** State Prevailing Wage Rates Update

*Barbara K. Taber*

Attached is the latest State Prevailing Wage Rates which must be included in all public works contracts specifications, effective for all projects with bid opening date of October 9, 1985 or later, by addendum if necessary.

If you have any questions, please call Kristine Broome at extension 2266.

BKT:MEP:kb  
7A/memo

- cc: Doug Howell, Engineering Department  
 Jim Olson, Water Department  
 John Hansen, City Light Department  
 Jo Rekhi, Parks and Recreation Department  
 Robert Snyder, Department of Administrative Services  
 Bette Robbins, Seattle Center

SEATTLE EMP. DIV.  
1985 OCT -2 AM 10:17

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STATE PREVAILING WAGE RATES

Revised September 13, 1985

The contract is subject to Chap. 39.12 RCW and amendments and additions thereto relating to minimum wages. On Federally-funded projects, Federal Wage Laws and Regulations prevail. When there is a difference between the applicable State and Federal prevailing rate of wage for a similar classification of labor, the Contractor shall pay not less than the wage which is the higher of the two.

All laborers, workmen or mechanics shall be paid not less than the minimum hourly rate of wage hereinafter specified, Provided, however, that nothing herein contained shall be construed to prohibit the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work under this contract, from paying any such laborers, workmen or mechanics' wages in excess of the hourly minimum rate above specified, Provided further, that any listing of wages and fringe benefits set forth herein for any classification is intended only as a guideline for the Contractor and does not necessarily reflect the most recent classifications or prevailing wage rates therefor.

The hourly minimum rate of wage, not less than the prevailing rate of wage, which must be paid to laborers, workmen or mechanics in each trade or occupation required in the performance of this contract, either by the contractor, subcontractor or person doing or contracting to do the whole or any part of the work contemplated by this contract is listed below. These listings of the prevailing wage rates which may include both State and Federal wage rates, are the most current wage rates available at the time of advertisement. It is specifically understood and agreed that the minimum wage rates and fringe benefits for this contract are subject to change and the bidder accepts full responsibility and assumes the risk of any increased labor costs by reason of paying higher rates than those specified in the contract. The bidder shall ascertain for him/her self prior to submitting bid that the prevailing wage rates used to construct bid are the most current at the time of bid submittal. Any modifications which occur during the advertising period and come to the attention of the owner prior to the bid opening date will be included in the contract by addendum. Said addendums will not be mailed but will be made available at the time and place of bid submittal.

It is the sole responsibility of the contractor to assign the appropriate classifications to all laborers, workmen or mechanics who will perform any work pursuant to any Public Works Contract and to ascertain the applicable prevailing wage rates and fringe benefits for each such classification.

Current prevailing wage data can be obtained by the Contractor from the Industrial Statistician of the Department of Labor and Industries, Employment Standards Division, General Administration Building, Olympia, Washington 98504, (206) 753-4019, and for Federally-funded projects, from the U. S. Department of Labor, Employment Standards Administration, Wage and Hour Division, Federal Office Building, Seattle, 442-1914.

**BUILDING TRADES AND HEAVY CONSTRUCTION FOR KING COUNTY**  
(Effective Date 9-13-85)

**ASBESTOS WORKERS**

Mechanic		21.07
Health & Welfare	1.24	
Pension	1.95	
Health & Research	.03	
Apprenticeship	.08	

**Overtime:** All work performed in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all work performed on Saturdays, Sundays, and Holidays shall be paid at double the regular rate of pay.

**BOILERMAKERS**

Assistant Foreman		20.17
Blacksmith		19.67
Boilermaker		19.67
Foreman		20.92
Storage Tank Erection		19.67
Storage Tank Repair		19.67
Health & Welfare	1.90	
Pension	1.25	
Vacation	1.00	
Apprenticeship	.10	

**Overtime:** The first 2 hours in excess of 8 hours per day, Monday through Saturday, shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.

**BRICKLAYERS AND MARBLE MASONS**

Foreman		19.45
Blocklayer		18.45
Bricklayer		18.45
Caulker		18.45
Cleaner		18.45
Marble Mason, Stonemason		18.45
Tuckpointer		18.45
Health & Welfare	1.47	
Pension	1.55	
Apprenticeship	.16	

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all hours worked on Saturdays shall be at one and one-half times the regular rate of pay. All hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.

CARPENTERS

Accoustical Foreman	18.48
Accoustical Worker	17.48
Bridge, Dock and Wharf Builder	17.52
Carpenter	17.32
Carpenter - Working Burned, Charred, Creosoted or Treated Material	17.42
Carpenter Foreman	18.32
Drywall Applicator	17.32
Floor Finisher	17.45
Floor Layer	17.45
Floor Sander	17.45
Piledriver	17.52
Piledriver Foreman	18.57
Piledriver Foreman - On Power Rigs While Driving and/or Pulling Piling	18.87
Saw Filer	17.45
Shingler - Wood and Composition	17.45
Stationary Power Saw Operator	17.45
Stationary Power Woodworking Tool Operator	17.45
Health & Welfare	1.50
Pension	1.40
Apprenticeship	0.06

**Overtime:** The first 2 hours in excess of 8 hours per day and all hours worked in excess of 40 hours per week, Monday through Friday, shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Saturdays, Sundays, and Holidays shall be paid at double the regular rate of pay.

CEMENT MASONS

## GROUP I

Application of Sealing Compound	17.86
Cement Mason - Building General	17.86
Concrete Paving	17.86
Curb and Gutter	17.86
Curing Concrete	17.86
Patching Concrete	17.86
Sidewalks	17.86

## GROUP II

Application of Underlayment	18.11
Composition Mastic	18.11
Concrete Saw (Self Powered)	18.11
Epoxy	18.11
Finish Colored Concrete	18.11
Grinder, Hand Powered	18.11
Gunite Nozzleman	18.11
Plastic	18.11
Power Tools (Grinders and All Others)	18.11
Sandblasting Architectual Finish	18.11
Tunnel Workers	18.11

## GROUP III

Trowel Machine on Colored Slabs, Composition or Kalman Floors	19.36
Health and Welfare	1.60
Pension	1.75
Training Fund	0.10

**Overtime:** The first 2 hours in excess of 8 hours per day, Monday through Friday, and the first 10 hours on Saturday shall be paid at one and one-half times the regular rate. All other overtime hours and Sundays and Holidays shall be paid at double the regular rate.

COMMUNICATION TECHNICIANS

Communication Technician	12.86
Journeyman Electronic Technician	12.86

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week shall be paid at one and one-half times the regular rate of pay.

DIVERS & TENDERS

Surface Supplied Divers - Up To 50 Feet Depth	42.92
Tenders	18.57

State: 50 ft. depth to 100 ft. depth -  
1.00 \$/ft. for each ft. over 50 ft.

State: 100 ft. depth to 175 ft. depth -  
2.00 \$/ft. for each ft. over 100 ft.

State: 175 ft. depth and over  
diver may name his or her own price

State: depth premium money applies to  
surface supplied divers & to scuba divers

Health & Welfare	1.50
Pension	1.40
Apprentice Training	0.06

DRYWALL AND ACOUSTICAL APPLICATORS

Acoustical Applicator	17.48
Acoustical Foreman	18.48
Drywall Applicator	17.32

Apprenticeship	.06
Health and Welfare	1.50
Pension	1.40

**Overtime:** The first two hours in excess of 8 hrs./day and all hours worked in excess of 40 hrs./week, Monday through Friday, shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Saturdays, Sundays, and holidays shall be paid at double the regular rate of pay.

DRYWALL FINISHERS

Drywall Taper	18.43
Foreman	19.43
General Foreman	19.93

Health, Welfare	
Dental	1.70
Pension	0.85
Apprenticeship	0.06

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week and all hours worked on Saturdays, Sundays, and holidays shall be paid at double the regular rate of pay.

ELECTRICIANS

Cable Splicer	19.38
Construction Stockman	10.29
Electrician	17.62
Foreman	19.38
General Foreman	21.14
Health & Welfare	.985
Pension - Local (Construction Stockman)	1.00
NEBF	3%
Training Fund	.10
Pension - Local	2.30

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

ELECTRICIANS - LINE CONSTRUCTION

Apprentice Lineman: 1st 6 Months	10.87
Apprentice Lineman: 2nd 6 Months	11.77
Apprentice Lineman: 3rd 6 Months	12.86
Apprentice Lineman: 4th 6 Months	14.67
Apprentice Lineman: 5th 6 Months	15.39
Apprentice Lineman: 6th 6 Months	16.12
Apprentice Lineman: 7th 6 Months	16.84
Cable Splicer Foreman	21.33
Line Crew Foreman	20.03
Pole Sprayer Learner: 1st 6 Months	15.52
Pole Sprayer Learner: 2nd 6 Months	16.26
Pole Sprayer Learner: 3rd 6 Months	16.81
Spray Foreman	16.35
Tree Trimmer Foreman	17.77
Tree Trimmer Trainee: 1st 6 Months	9.82
Tree Trimmer Trainee: 2nd 6 Months	11.33
Tree Trimmer Trainee: 3rd 6 Months	12.08
Tree Trimmer Trainee: 4th 6 Months	13.59
Cable Splicer	20.03
Pole Sprayer Leadman	20.03
Heavy Line Equipment Man	18.11
Lineman	18.11
Pole Sprayer	18.11
Welder, Certified	18.11
Tree Trimmer	15.10
Line Equipment Man	15.61
Head Groundman	13.66
Head Groundman - Chipper	13.66
Jackhammerman	13.66
Powderman	13.66
Groundman, Holedigger	12.84
Tree Trimmer Helper	12.84
Apprenticeship	.50 % of hourly rate
Health and Welfare	1.25
NEBF	3.00 % of hourly rate
Pension - Journeyman and Above	2.00
Pension - All Others	1.30

ELEVATOR CONSTRUCTORS

Helper		14.53
Mechanic		20.76
Mechanic In Charge		23.355
Probationary Helper		10.38
Health & Welfare	1.645	
Pension	1.27	
Education Fund	.085	
Vacation - under 5 yrs	6%	
Vacation - 5 years and over	8%	

Probationary helper is 0 to 6 months

FENCE ERECTORS & FENCE LABORERS

Fence Erector		13.00
Fence Laborer		10.95

FLAGGERS

Flagger		10.78
Total Hourly Benefits	3.43	

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week shall be paid at one and one half times the regular rate of pay.

GLAZIERS

Journeyman		16.99
Foreman		17.84
Health & Welfare	0.75	
Pension	1.75	
Holidays	.46	
Apprentice Training	.18	
Vacation	1.02	

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week, Monday through Friday, shall be paid at one and one-half times the regular rate of pay. All hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

INSULATION APPLICATORS

Journeyman	14.22
Foreman	15.22

Health & Welfare	1.40
Pension	1.35
Training Fund	0.06

**Overtime:** The first 2 hours in excess of 8 hours per day or 40 hours per week, Monday through Friday, shall be paid one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

IRONWORKERS

Burners	17.48
Foreman	19.76
General Foreman	20.76
Ironworkers	17.48
Ornamental	18.26
Reinforcing	18.26
Riggers	18.26
Structural	18.26
Welders	17.48

Health & Welfare	2.36
Pension	2.15
Apprenticeship	0.20

**Overtime:** The first 2 hours in excess of 8 hours per day, Monday through Friday, and the first 8 hours on Saturday shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.

LABORERSGROUP I

8.46

Window Cleaner

GROUP II

10.78

Batch Weighman  
Crusher Feeder  
Pilot Car  
Toolroom Man (at job site)

GROUP III

14.96

Ballast regulator machine  
Carpenter Tender  
Cement Finisher Tender  
Chipper  
Clean-up Laborer  
Concrete Form Stripper  
Curing Concrete  
Demolition, Wrecking and Moving  
(incl. charred materials)  
Epoxy Technician  
Gabion Basket Builder  
General Laborer  
Grinders  
Pot Tender  
Powderman Helper  
Stake Hopper  
Topman - Tailman  
Tugger Operator  
Vibrating Screed (Air, Gas or Electric)

GROUP IV

15.44

Asphalt Raker  
 Cement Dumper - Paving  
 Concrete Saw Operator  
 Driller - Wagon and Air Track Operator  
 Faller & Bucker - Chain Saw  
 Grade Checker and Transit Man  
 High Scaler  
 Hod Carrier  
 Jackhammer  
 Manhole Builder  
 Mortar Mixer  
 Nozzleman (Concrete Pump, Green Cutter when using  
 combination of high pressure air and water on  
 concrete and rock, sandblast, Gunnite, Shotcrete)  
 Water Blaster  
 Pavement Breaker  
 Pipe Reliner (not insert type)  
 Pipelayer and Caulker  
 Railroad Spike Puller (Power)  
 Spreader (Concrete)  
 Spreader - Clary Power or Similar Types  
 Tamper (Multiple and Self Propelled)  
 Tamper and Similar Electric, Air and Gas Operated Tools  
 Timberman - Sewer (Lagger, Shorer, & Cribber)  
 Track Liner (Power)  
 Vibrator  
 Well-Point Man

GROUP V

15.80

Caisson Worker  
 Miner  
 Powderman  
 Re-Timberman

Fringe Benefits:	Health & Welfare	1.75
	Pension	1.55
	Training Fund	.13

**Overtime:** All work performed in excess of 8 hours in any one day or in excess of 40 hours in any one week, Monday through Saturday, shall be paid at one and one-half times the employee's regular rate. All work performed on Sundays and holidays shall be paid at two times the employee's regular rate.

LABORERS - SEWER AND WATER LINE CONSTRUCTION

General Laborer		13.80
Pipelayer		14.28
Topman		14.14
Health and Welfare	1.75	
Pension	1.55	
Training Fund	.13	

LANDSCAPE CONSTRUCTION

Landscaping or Planting Laborers		8.46
Irrigation and Landscape Plumbers		10.62
Irrigation and Landscape Power Equipment Operators		11.18

Total hourly benefits for Landscape Laborer: \$3.33 per hour

Total hourly benefits for Landscape Plumber: \$3.25 per hour

Total hourly benefits for Landscape Equipment Operator: \$3.95 per hour

LATHERS

Foreman - 10 Men or More		19.17
Foreman 2 to 5 Men		18.12
Foreman 6 to 9 Men		18.65
Journeyman		17.59
Health & Welfare	1.62	
Apprenticeship	0.06	
Pension	1.52	

MASON TENDERS, HOD CARRIERS AND MORTARMEN

Hod Carrier		15.44
Mason Tender		15.44
Mortarman		15.44
Health and Welfare	1.75	
Pension	1.55	
Training Fund	.13	

MILLRIGHTS AND MACHINE ERECTORS

Machine Erector		17.82
Millwright		17.82
Millwright Foreman		18.82
Health and Welfare	1.50	
Pension	1.40	
Training Fund	.05	

**Overtime:** The first 2 hours in excess of 8 hrs./day and all hours worked in excess of 40 hrs./week, Monday through Friday, shall be paid and one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Saturdays, Sundays, and Holidays shall be paid at double the regular rate of pay.

PAINTERS

Bridge		17.64
Brush, Journeyman		17.24
Industrial Painter		17.64
Paper Hanger		17.24
Roller		17.24
Sandblast Pot-Tender		17.64
Steam Cleaning		17.64
Steel		17.64
Steeple		17.99
Towers		17.99
Toxic Material		17.64
Health & Welfare & Dental	1.70	
Pension	.96	
Apprenticeship	.06	

**Overtime:** The first 2 hours in excess of 8 hours per day, Monday through Friday, shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

PLASTERERS

Foreman More Than 9 Men		19.41
Foreman 2 To 5 Men		18.34
Foreman 6 To 9 Men		18.88
Journeyman		17.81
Health & Welfare	1.62	
Pension	2.00	
Apprenticeship	0.20	

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week and all hours worked on Saturdays (except when worked as a makeup day), Sundays and Holidays shall be paid at double the regular rate of pay.

PLAYGROUND & PARK EQUIPMENT INSTALLERS

Playground Equipment Installer:	8.46
Park Equipment Installer:	8.46
Fringe Benefits:	3.33

PLUMBERS & PIPEFITTERS

Foreman		20.90
General Foreman		21.85
Commercial Pump Installers		19.00
Plumber and Pipefitter		19.00
Welders		19.00
Dental	0.41	
Health & Welfare	1.20	
Pension	2.30	
Vacation	2.75	
Apprenticeship	0.16	

**Overtime:** The first 2 hours in excess of 8 hours per day, Monday through Friday, and the first 10 hours on Saturdays shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Sundays and Holidays shall be paid at double the regular rate pay.

POWER EQUIPMENT OPERATORSGROUP IA

\$ 18.73

Cranes 100 tons and over or 200 feet of  
boom including jib and over  
Loader 8 yards and over  
Shovels and attachments 6 yards and over

GROUP I

18.23

Cableways  
Crane over 45 tons up to 100 tons  
or over 150 feet of boom including jib  
Helicopter Winch  
Loader, Overhead 6 yards up to 8 yards  
Quad 9 and similar D-10 and HD-41  
Remote Control Operator, etc.  
Rollagon  
Scrapers, Self-propelled 45 yards and over  
Shovels, Backhoes over 3 yards to 6 yards  
Slipform Pavers  
Tower Crane

GROUP II

17.79

Bump Cutter  
Chipper  
Concrete Batch Plant Operator  
Cranes 20 tons thru 45 tons  
Crushers  
Derrick  
Drilling Machine  
Finishing Machine  
Hydralifts  
Leadman Mechanic \$.30 over Mechanic  
Loaders, Overhead under 6 yards  
Locomotives, all  
Mechanics, all  
Mixers, Asphalt Plant  
Motor Patrol Graders - finishing,  
pulling slopes, ditches, etc.  
Piledriver  
Pump Truck mounted concrete pump with  
boom attachment  
Scrapers, Self-propelled under 45 yards  
Screedman  
Shovels, Backhoes 3 yards and under  
Sub-grader - Trimmer  
Tractor, 60 H.P. and over, Backhoe and Attach.  
Tractors, Backhoe

GROUP III

17.43

A-frame Crane  
 Brooms  
 Concrete Pumps  
 Conveyors  
 Cranes, up to 20 tons  
 Dozers, D-9 and under, Yo-Yo, Paydozer  
 Driver on Truck Cranes over 45 tons  
 Equipment Service Engineer  
 Fork Lifts  
 Hoists, Air Tuggers, etc.  
 Loaders - Elevating type  
 Motor Patrol Grader - non-finishing  
 Mucking Machine, etc.  
 Rollers, On Plant, Road Mix or Multilift Materials  
 Saws, Concrete  
 Scrapers - Carry all  
 Spreaders, Blaw Knox, etc.  
 Tractor, 60 H.P. and under, Backhoe and Attach.  
 Trenching Machines

GROUP IV

17.13

Assistant Engineers  
 Compressors  
 Oil Distributors, Blowers, etc.  
 Oiler Driver on Truck Crane 45 tons and under  
 Pavement Breaker  
 Posthole Digger, Mechanical  
 Power Plant  
 Pumps, Water  
 Roller, other than Plant Road Mix  
 Wheel Tractors, Farmall type

GROUP V

15.33

Grade Checker and Stakeman

Foreman - \$0.50 per hour over highest classification under his supervision

**Overtime:** All work performed in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all work performed on Saturdays shall be paid at one and one-half times the regular rate. All work performed on Sundays and Holidays shall be paid at double the regular rate of pay.

Fringe Benefits:	Health & Welfare	1.95
	Pension	2.00
	Training Fund	0.21

POWER EQUIPMENT OPERATORS - SEWER AND WATER LINE CONSTRUCTIONGROUP I

16.92

Back Filler  
 Backhoe (780 Case Type with Attachments)  
 Clam  
 Crane  
 Ditching Machine  
 Dozer (All Cat, Type D-3 and Larger)  
 Dragline  
 Front-end Loader (2 yds. and over)  
 Mechanic  
 Mechanic Welder  
 Motor Grader  
 Screed  
 Shovel (3 yds and under)  
 Side Boom (All Cat, Type D-3 and Larger)

GROUP II

16.425

Backhoe (680 Case Type and Smaller with Attachments)  
 Bending Machine  
 Boom Truck (Stationary)  
 Boring Machine  
 Compactors  
 Dozer (Any Type Smaller than Cat D-3)  
 Drills (Leroi Type)  
 Front-End Loader (under 2 yd.)  
 Gin Truck  
 Mechanical Greaser (Large Grease Truck)  
 Paving Machines  
 Pot Fireman (Engine Operated above 3 BBL.)  
 Rollers  
 Service Plow  
 Side Boom (Any type smaller than Cat D-3)  
 Tractair  
 Well Point System

GROUP III

Air Compressor  
 Chain Type Ditcher (Ditch Witch)  
 Concrete Saw  
 Oil-Greaser  
 Oiler  
 Pump  
 Welding Machine

14.46

Fringe Benefits:	Health and Welfare	1.95
	Pension	2.00
	Training Fund	.21

Overtime: All work performed in excess of 8 hours per day or 40 hours per week, and all work performed on Saturdays (except make-up days) and Sundays shall be paid at one and one-half times the regular rate of pay. All work performed on Holidays shall be paid at double the regular rate of pay.

REFRIGERATION AND AIR CONDITIONING MECHANICS

Air Conditioning Mechanic	18.62
Refrigeration Mechanic	18.62

Health & Welfare	1.20
Pension	2.18
Vacation Fund	2.18
Training Fund	.16
Dental	.41

ROOFERS AND WATERPROOFERS

Journeyman	18.85
Journeyman - using bituminous material	21.85
Slate and Tile Roofers	19.10

State: Foreman, 0.75 \$/Hr. above the scale  
for the job classification in which he works

Health & Welfare	1.20
Pension	1.30
Apprenticeship	0.07

**Overtime:** Over 8 hours per day or 40 hours per week, Monday through Saturday, at one and one-half times the regular rate. Sundays and Holidays - double the regular rate of pay.

SHEETMETAL WORKERS

Foreman	22.70
Journeyman	21.00
Material Man	14.00

Health & Welfare	1.35
Pension	1.80
Training Fund	0.16
SASMI	3%

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

SIGN HANGERS AND SIGN PAINTERS AND CONSTRUCTION MEN

Production Silk Screener	7.49
Construction "B"	7.58
Shop Person	4.78
Sign Hanger and Construction Man	14.99
Sign Painter	17.63
Silk Screener	11.66

Dental	.15
Health and Welfare	.80
Pension	.80

SIGN MEN - ELECTRICAL

Journeyman - Glass	17.29
Journeyman - Maintenance	17.29
Journeyman - Signman	17.29
Stockman (50%)	8.645

Health and Welfare	.98
Pension - Local	.50
Pension - NEBF	3%

SOFT FLOOR LAYERS

Carpet Layers	17.30
Linoleum Layers	17.30
Plastic, Resilient, Metal Tile layer	17.30
Seamless Surface Coating Installer	17.30

Apprenticeship:	.17
Health and Welfare	1.16
Pension	1.50

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week, Monday through Friday, shall be paid at one and one-half times the regular rate of pay. All hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

SPRINKLER FITTERS - FIRE PREVENTION

Foreman	22.74
Journeyman	21.14

Apprenticeship	.11
Health and Welfare	1.55
Pension	5.10

SURVEYORS

Chain Person	8.25
Instrument Person (Junior Engineer)	11.00
Party Chief (Assistant Engineer)	11.50
Total Hourly Benefit - Party Chief	1.50
Total Hourly Benefit - Instrument Person	1.00
Total Hourly Benefit - Chain Person	.70

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week shall be paid at one and one-half times the regular rate of pay.

TERRAZZO WORKERS & TILE SETTERS

Terrazzo Worker	17.69
Tile Setter	17.69
Health & Welfare	1.47
Pension	1.55
Training Fund	0.11

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week and on Saturdays shall be paid at one and one-half times the regular rate of pay. All hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.

TILE, MARBLE & TERRAZZO HELPERS

Tile, Marble and Terrazzo Finisher	14.77
Health & Welfare	1.47
Pension	0.75

TRAFFIC CONTROL STRIPERS

Foreman	20.12
Journeyman	17.15
Health & Welfare	1.70
Pension	0.50
Apprentice Training	0.06

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week shall be paid at one and one-half times the regular rate of pay.

TRUCK DRIVERS

## FRINGE BENEFITS

Health and Welfare	1.89
Pension	1.75

## GROUP 1

Leverman and Loaders at Bunkers and Batch Plants	17.06
Swamper	17.06
Warehouseman and Checker	17.06

## GROUP 2

Team Driver	17.11
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## GROUP 3

Bull Lifts, or Similar Equipment used in loading or unloading trucks, transporting materials on job sites: Warehousing	17.16
Bus or Employee haul	17.16
Dumpsters, and similar equipment: Tournorockers, Tournowagon, Tournotrailer, Cat DW Series, Terra Cobra, Letourneau, Westinghouse Athey Wagon, Euclid, Two and Four-Wheeled Power Tractor with Trailer and Similar Top Loaded Equipment transporting material and performing work in Teamster jurisdiction: Dump Trucks, side, end and bottom dump, including Semi-Trucks and Trains or combinations thereof: up to and including 5 yards	17.16
Fuel Truck, Grease Truck, Greaser, Battery Service Man and/or Tire Service Man	17.16
Scissors Truck	17.16
Tractor, Small Rubber-Tired (when used within Teamster jurisdiction)	17.16
Vacuum Truck	17.16
Water Wagon and Tank Truck: Up to 1600 gallons	17.16
Winch Truck: Single Rear Axle	17.16
Wrecker, Tow Truck and Similar Equipment	17.16

## GROUP 3A

Flaherty Spreader	17.49
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## GROUP 4

Flatbed Truck, Dual Rear Axle	17.27
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## GROUP 5

Buggymobile and similar	17.33
Hyster Operators (Hauling Bulk Loose Aggregates)	17.33
Straddle Carrier (Ross, Hyster, and similar)	17.33
Water Wagon and Tank Truck: 1600 gallons to 3000 gallons	17.33

## GROUP 6

Transit-Mix, 0 to and including 4.5 yards 17.37

## GROUP 7

Dumpsters, and similar equipment: Tournorockers, Tournowagon 17.38  
 Tournotrailer, Cat DW Series, Terra Cobra, Letourneau,  
 Westinghouse Athey Wagon, Euclid, Two and Four-Wheeled Power  
 Tractor with Trailer and Similar Top Loaded Equipment  
 transporting material and performing work in Teamster juris-  
 diction: Dump Trucks, side, end and bottom dump, including  
 Semi-Trucks and Trains or combinations thereof: over 5  
 yards to and including 12 yards

Explosive Truck (Field Mix) and similar equipment 17.38  
 Lowbed and Heavy Duty Trailer: under 50 tons gross 17.38  
 Slurry Truck Driver 17.38  
 Sno-Go and similar equipment 17.38  
 Winch Truck: Dual Rear Axle 17.38

## GROUP 7A

Oil Distributor Driver (Road) 17.49

## GROUP 8

Dumpsters, and similar equipment: Tournorockers, Tournowagon 17.44  
 Tournotrailer, Cat DW Series, Terra Cobra, Letourneau,  
 Westinghouse Athey Wagon, Euclid, Two and Four-Wheeled Power  
 Tractor with Trailer and Similar Top Loaded Equipment  
 transporting material and performing work in Teamster juris-  
 diction: Dump Trucks, side, end and bottom dump, including  
 Semi-Trucks and Trains or combinations thereof: over 12 yards  
 to and including 16 yards

## GROUP 9

Bulk Cement Tanker 17.49  
 Dumpsters, and similar equipment: Tournorockers, Tournowagon 17.49  
 Tournotrailer, Cat DW Series, Terra Cobra, Letourneau,  
 Westinghouse Athey Wagon, Euclid, Two and Four-Wheeled Power  
 Tractor with Trailer and Similar Top Loaded Equipment  
 transporting material and performing work in Teamster juris-  
 diction: Dump Trucks, side, end and bottom dump, including  
 Semi-Trucks and Trains or combinations thereof: over 12 yards  
 to and including 16 yards

Water Wagon and Tank Truck: Over 3000 gallons 17.49

## GROUP 10

Bull Lifts, or Similar equipment used in loading or 17.51  
 unloading Trucks, transporting materials on job sites:  
 other than warehousing

## STATE PREVAILING WAGES

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## GROUP 11

Transit-Mix used exclusively in heavy construction (over 4 and including 6 yards) 17.54 yards to

## GROUP 12

A-Frame or Hydralift Trucks or similar equipment when A-Frame or similar equipment is in use 17.64

## GROUP 13

Dumpsters, and similar equipment: Tournorockers, Tournowagon 17.66  
 Tournotrailer, Cat DW Series, Terra Cobra, Letourneau, Westinghouse Athey Wagon, Euclid, Two and Four-Wheeled Power Tractor with Trailer and Similar Top Loaded Equipment transporting material and performing work in Teamster jurisdiction: Dump Trucks, side, end and bottom dump, including Semi-Trucks and Trains or combinations thereof: over 20 yards to and including 30 yards

Lowbed and Heavy Duty Trailer: over 50 tons gross to and including 100 tons gross 17.66

## GROUP 14

Transit-Mix used exclusively in heavy construction: over 6 yards to and including 8 yards 17.70

## GROUP 15

Dumpsters, and similar equipment: Tournorockers, Tournowagon 17.82  
 Tournotrailer, Cat DW Series, Terra Cobra, Letourneau, Westinghouse Athey Wagon, Euclid, Two and Four-Wheeled Power Tractor with Trailer and Similar Top Loaded Equipment transporting material and performing work in Teamster jurisdiction: Dump Trucks, side, end and bottom dump, including Semi-Trucks and Trains or combinations thereof: over 30 yards to and including 40 yards

Lowbed and heavy duty trailer over 100 tons gross 17.82

## GROUP 16

Transit-Mix used exclusively in heavy construction: over 8 yards to and including 10 yards 17.86

## GROUP 17

Dumpsters, and similar equipment: Tournorockers, Tournowagon 17.98  
 Tournotrailer, Cat DW Series, Terra Cobra, Letourneau, Westinghouse Athey Wagon, Euclid, Two and Four-Wheeled Power Tractor with Trailer and Similar Top Loaded Equipment transporting material and performing work in Teamster jurisdiction: Dump Trucks, side, end and bottom dump, including Semi-Trucks and Trains or combinations thereof: over 40 yards to and including 55 yards  
 Add 15¢ per hour for each 10 yard increment over 55 yards.

## GROUP 18

Transit-Mix used exclusively in heavy construction: over 10 yards to and including 12 yards	18.03
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## GROUP 19

Transit-Mix used exclusively in heavy construction: over 12 yards to and including 16 yards	18.19
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## GROUP 20

Transit-Mix used exclusively in heavy construction: over 16 yards to and including 20 yards	18.35
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## GROUP 21

Transit-Mix used exclusively in heavy construction: over 20 yards	18.51
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## GROUP 22

Escort Driver	17.06
Pilot Car	17.06

## GROUP 23

Flatbed Truck, Single Rear Axle	----
Pick-up Truck	----

## GROUP 24

Mechanic Helper	16.91
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## GROUP 25

Mechanic	17.50
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**Overtime:** All work performed in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all work performed on Saturdays shall be paid at one and one-half times the regular rate of pay. All work performed on Sundays and Holidays shall be paid at double the regular rate of pay.

WELL DRILLERS

Helper - Oiler	9.00
Irrigation Pump Installers	11.15
Well Driller	11.15

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week shall be paid at one and one-half times the regular rate of pay.

## HOURLY SCALE OF WAGES

In the event any dispute arises as to whether the above rates are the prevailing rates for this locality, and the dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington, and his decision therein shall be final and conclusive and binding on all parties involved in the dispute.

Weekly payroll reports shall be filed with the Executive Secretary of the Board of Public Works, containing the following items:

1. Name and residence address
2. Classification of work as defined by specifications
3. Number of hours employed each day
4. Total number of hours employed each payroll period
5. Rate of wages
6. Total amount earned
7. Deductions for Medical Aid
8. Net amount paid
9. Whether a citizen of the United States
10. Whether a head of a family

Work performed at the straight-time rate shall be shown on one line of the payroll for each day and any overtime worked; travel time or other additional compensation must be shown on a separate line for each day and extended at the premium rate.

Payroll reports shall be signed by the Contractor or his duly authorized agent.

BOARD OF PUBLIC WORKS JULY-SEPT. 1985

BOARD OF PUBLIC WORKS 1985

July ~~100.~~  
1985 SEPT



85 SEP 23 10: 51

ROUTING	DATE	INITIAL
ACTION		
R. EN/105H		
FILE		✓
INFORMATION		
GVA		
m-Staff		

10-11-85



City of Tacoma

Department of Public Works

Board of Public Works

TO: All City Engineers and Public Works Directors

SUBJECT: Local Agency Guideline Manual Review Committee

DATE: September 17, 1985

The LAG Manual Review Committee met on September 6, 1985, and reviewed input regarding problems with the LAG Manual that was provided by many counties and cities from throughout the State. As a result of that review, a list of priority problems was developed that the Committee believed could be solved in a short period of time. From that list the Committee selected the problems listed below as those to address at the next committee meeting on October 11, 1985.

1. Increasing the dollar amount of construction contracts in the definitions of Quality Control for Large and Small Quantities V-1B-03.02 and 03.03.
2. Required documentation of Location and Design Approval (IV-2-01) and of PS & E Approval (IV-03-01).
3. Requirement for 3-week advertising period on construction projects (Appendix IV-4B-1, Section Two, A).
4. Format of revisions to LAG Manual.
5. Required mailing of Notice to Contractors as defined in IV-3-02.02.C and IV-4B-1, Section Two, B-2.
6. Requirement that two originally-signed agreement forms of the City/County Agreement be submitted to the District State Aid Engineer (II-2-02).
7. Timing of WSDOT setting of D/WBE participation goals II-6-02.06 and training goals II-7-03.

If you have any ideas regarding methods to solve the above problems, please send your suggestions to Bill Larkin at the address shown below.

64

William Larkin IV, P.E.  
 Suite 345  
 Tacoma Municipal Building  
 Tacoma, Washington 98402

26976

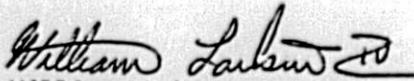
TO: All City Engineers and Public Works Directors  
Page 2

Your response is extremely important because the committee members need your assistance in developing solutions to the problems that you, users of the LAG Manual, have identified.

If you did not respond before or have other concerns regarding the LAG Manual, please submit your comments.

This is your chance to help improve the LAG Manual so you can do your jobs more efficiently. Take it!

Very truly yours,



William Larkin IV, P.E.  
Co-chairman, LAG Manual Review Committee

WL:sj(5257F)



Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

BPW

MEMORANDUM

ACTION	
✓	
INFORMATION	
EVA	
JDO	
REN	EEE
	LFC
	DJH

SEP 24 '85

**Date:** September 5, 1985  
**To:** Board of Public Works Members  
**From:** Barbara K. Taber, Executive Secretary *Barbara K. Taber*  
**Subject:** Copy Distribution of Letter to Board Requesting  
Acceptance of Contract

Please add the prime contractor to the list of those receiving a copy of the letter prepared by your department requesting Board acceptance of public works contracts as complete.

Thank you.

BKT:MEP:k1

cc: Ed Engel, Engineering ✓  
Joe Rehki, Parks & Recreation  
Bob Snyder, DAS  
Jim Miller, Water  
John Hansen, City Light  
Bette Robbins, Seattle Center

SEATTLE ENG. DEPT.  
1985 SEP -6 AM 9:10

26438



Decision No. WA84-5040 - Modification #10  
(49 FR 45532 - Nov. 16, 1984)  
Statewide Washington  
Date Published in Federal Register:  
August 23, 1985

**OMIT:**

**DESCRIPTION OF WORK:**

Building Projects (does not include single-family homes and apartments up to and including 4 stories), Heavy and Highway Projects and Dredging.

**ADD:**

**DESCRIPTION OF WORK:**

Heavy and Highway Projects and Dredging.

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



BPW

MEMORANDUM

Date: August 26, 1985

To: Board of Public Works Members

From: *for* Barbara K. Taber, Executive Secretary

Subject: Modification #10 to Federal Wage Decision #WA 84-5040

ACTION	
✓	
INFORMATION	
EWA	
JWS	
REN/LEC	
DSH	

SEP 16 '85

*Michael E. Fundy*

Attached is Modification #10 to federal wage decision #WA84-5040 which must be included in all public works improvement contract project manuals which contain federal funds, effective immediately.

The effect of this modification is to make the Washington Statewide Decision #WA84-5040 applicable only to "Heavy and Highway projects and Dredging." "Building Projects" will require another wage decision.

If you have any questions, please call.

BKT:MEP:k1  
Attachment  
7b/w.wgfedmod

cc: Doug Howell, Engineering Department ✓  
Park Engineer, Parks and Recreation Department  
Robert Snyder, Department of Administrative Services  
John Hansen, City Light  
Jim Olson, Water Department  
Bette Robbins, Seattle Center

SEATTLE ENG. DEPT.  
1985 AUG 28 AM 11:22

26271

Decision No. WA84-5040 - Modification #10  
(49 FR 45532 - Nov. 16, 1984)  
Statewide Washington  
Date Published in Federal Register:  
August 23, 1985

**OMIT:**

DESCRIPTION OF WORK:

Building Projects (does not include  
single-family homes and apartments up to  
and including 4 stories), Heavy and  
Highway Projects and Dredging.

**ADD:**

DESCRIPTION OF WORK:

Heavy and Highway Projects and Dredging.

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

August 19, 1985

*Board of Public Works*

SEATTLE ENG. DEPT.

85 AUG 21 AM 11:43



Re: 1986 Revenue Estimate for Board of Public Works Department

Gary Zarker  
Budget Director  
City of Seattle

Dear Mr. Zarker:

Attached, per the requirements of the 1986 Budget Manual, are the revenue estimates for the Board of Public Works Department. The proposed rate for public works contract administration will increase in 1986 to \$18.75 per day. The 1985 rate is \$16.00 per day. The proposed rate will recover for the General Fund the 1986 expense of the Board of Public Works.

Also attached is a draft ordinance increasing the daily rate.

Very truly yours,

BOARD OF PUBLIC WORKS

*Barbara K. Taber*

Barbara K. Taber  
Executive Secretary

BKT:MEP:wc  
Attachments

cc: Board of Public Works Members

ROUTING	DATE	INITIAL
ACTION		
FILE		✓
INFORMATION		
EVA	att	
R&M	DJH	att
	LFC	

30

9-9-85

26081

REVENUE ESTIMATE PROJECTIONS

DEPARTMENT NAME: BOARD OF PUBLIC WORKS			FUND: GENERAL FUND (001)					
Organization Unit	Revenue Code	Revenue Source	Last Year		Current Year		Next Year	
			1984 Actual First 6 mos.	1984 Actual Total	1985 Actual First 6 mos.	1985 Adopted Budget	1985 Revised Estimate	1986 Estimate
1150	514.10	Public Works Contract Administration Charge	\$ 20,290.00	\$ 198,372.00	\$ 11,499.00	\$ 224,468.00	\$ 224,468.00	\$ 233,375.00
<b>PAGE TOTAL</b>			\$ 20,290.00	\$ 198,372.00	\$ 11,499.00	\$ 224,468.00	\$ 224,468.00	\$ 233,375.00
<b>FUND TOTAL</b>			\$ 20,290.00	\$ 198,372.00	\$ 11,499.00	\$ 224,468.00	\$ 224,468.00	\$ 233,375.00

REVENUE ESTIMATE DESCRIPTION  
FOR 1986 ESTIMATES AND 1985 REVISIONS

DEPARTMENT NAME: BOARD OF PUBLIC WORKS

FUND: GENERAL FUND (001)

REVENUE SOURCE

NARRATIVE EXPLANATION OF ASSUMPTIONS AND METHODOLOGY

Public Works Contract  
Administration Charge

Survey data was collected from each Board department and the Seattle Center regarding the estimated number of contract working days for each public works project. The number of working days were estimated for projects having a notice to proceed date in 1983, 1984, 1985 and 1986. See attachment A for a breakdown. Based on this information, the proposed rate per day for 1986 is \$18.75, which is an increase of \$2.75 per day from the 1985 rate of \$16.00. The \$18.75 per day fee will recover for the General Fund the expenses of the Board of Public Works Department in 1986.

1V-6

ATTACHMENT A

BOARD OF PUBLIC WORKS REVENUE PROJECTIONS FOR 1986

		Multiplied by rate per day	Amount to be recovered in 1986
Estimated number of chargable working days in 1986 for contracts with notice to proceed issued in <u>1983</u>	80	\$ 15.00	\$ 1,200
Estimated number of chargable working days in 1986 for contracts with notice to proceed issued in <u>1985</u>	4,778	\$16.00	\$ 76,448
Estimated number of chargable working days in 1986 for contracts with notice to proceed issued in <u>1986</u>	8,309*	<u>Proposed rate</u> \$18.75	\$155,727
TOTAL	13,167		\$233,375

PROPOSED BUDGET FOR 1986: \$233,375

\*Includes 150 days to account for delayed projects and change orders.

BPW

# Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



## MEMORANDUM

ACTION	
INFORMATION	
EVA	
JDO	
REN/LFC	

4c  
+  
att

SEP - 4 '85

**Date:** August 15, 1985  
**To:** Board of Public Works Members  
**From:** Barbara K. Taber, Executive Secretary  
**Subject:** State Prevailing Wage Rates Update

*Barbara K. Taber*

Attached is the latest State Prevailing Wage Rates which must be included in all public works contracts specifications, effective for all projects with bid opening date of August 28, 1985 or later, by addendum if necessary.

If you have any questions, please call Kristine Broome at extension 2266.

BKT:MEP:kb  
7A/memo

- cc: Doug Howell, Engineering Department
- Jim Olson, Water Department
- John Hansen, City Light Department
- Park Engineer, Parks and Recreation Department
- Robert Snyder, Department of Administrative Services
- Bette Robbins, Seattle Center

SEATTLE ENG. DEPT.  
1985 AUG 16 AM 10:15

25878

STATE PREVAILING WAGE RATES

Revised August 2, 1985

The contract is subject to Chap. 39.12 RCW and amendments and additions thereto relating to minimum wages. On Federally-funded projects, Federal Wage Laws and Regulations prevail. When there is a difference between the applicable State and Federal prevailing rate of wage for a similar classification of labor, the Contractor shall pay not less than the wage which is the higher of the two.

All laborers, workmen or mechanics shall be paid not less than the minimum hourly rate of wage hereinafter specified, Provided, however, that nothing herein contained shall be construed to prohibit the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work under this contract, from paying any such laborers, workmen or mechanics' wages in excess of the hourly minimum rate above specified, Provided further, that any listing of wages and fringe benefits set forth herein for any classification is intended only as a guideline for the Contractor and does not necessarily reflect the most recent classifications or prevailing wage rates therefor.

The hourly minimum rate of wage, not less than the prevailing rate of wage, which must be paid to laborers, workmen or mechanics in each trade or occupation required in the performance of this contract, either by the contractor, subcontractor or person doing or contracting to do the whole or any part of the work contemplated by this contract is listed below. These listings of the prevailing wage rates which may include both State and Federal wage rates, are the most current wage rates available at the time of advertisement. It is specifically understood and agreed that the minimum wage rates and fringe benefits for this contract are subject to change and the bidder accepts full responsibility and assumes the risk of any increased labor costs by reason of paying higher rates than those specified in the contract. The bidder shall ascertain for him/her self prior to submitting bid that the prevailing wage rates used to construct bid are the most current at the time of bid submittal. Any modifications which occur during the advertising period and come to the attention of the owner prior to the bid opening date will be included in the contract by addendum. Said addendums will not be mailed but will be made available at the time and place of bid submittal.

It is the sole responsibility of the contractor to assign the appropriate classifications to all laborers, workmen or mechanics who will perform any work pursuant to any Public Works Contract and to ascertain the applicable prevailing wage rates and fringe benefits for each such classification.

Current prevailing wage data can be obtained by the Contractor from the Industrial Statistician of the Department of Labor and Industries, Employment Standards Division, General Administration Building, Olympia, Washington 98504, (206) 753-4019, and for Federally-funded projects, from the U. S. Department of Labor, Employment Standards Administration, Wage and Hour Division, Federal Office Building, Seattle, 442-1914.

**BUILDING TRADES AND HEAVY CONSTRUCTION FOR KING COUNTY  
(Effective Date 8-02-85)**

**ASBESTOS WORKERS**

Mechanic		21.07
Health & Welfare	1.24	
Pension	1.95	
Health & Research	.03	
Apprenticeship	.08	

**Overtime:** All work performed in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all work performed on Saturdays, Sundays, and Holidays shall be paid at double the regular rate of pay.

**BOILERMAKERS**

Assistant Foreman		20.17
Blacksmith		19.67
Boilermaker		19.67
Foreman		20.92
Storage Tank Erection		19.67
Storage Tank Repair		19.67
Health & Welfare	1.90	
Pension	1.25	
Vacation	1.00	
Apprenticeship	.10	

**Overtime:** The first 2 hours in excess of 8 hours per day, Monday through Saturday, shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.

**BRICKLAYERS AND MARBLE MASONS**

Foreman		19.45
Blocklayer		18.45
Bricklayer		18.45
Caulker		18.45
Cleaner		18.45
Marble Mason, Stonemason		18.45
Tuckpointer		18.45
Health & Welfare	1.47	
Pension	1.55	
Apprenticeship	.16	

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all hours worked on Saturdays shall be at one and one-half times the regular rate of pay. All hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.

CARPENTERS

Accoustical Foreman	18.48
Accoustical Worker	17.48
Bridge, Dock and Wharf Builder	17.52
Carpenter	17.32
Carpenter - Working Burned, Charred, Creosoted or Treated Material	17.42
Carpenter Foreman	18.32
Drywall Applicator	17.32
Floor Finisher	17.45
Floor Layer	17.45
Floor Sander	17.45
Piledriver	17.52
Piledriver Foreman	18.57
Piledriver Foreman - On Power Rigs While Driving and/or Pulling Piling	18.87
Saw Filer	17.45
Shingler - Wood and Composition	17.45
Stationary Power Saw Operator	17.45
Stationary Power Woodworking Tool Operator	17.45
Health & Welfare	1.50
Pension	1.40
Apprenticeship	0.06

**Overtime:** The first 2 hours in excess of 8 hours per day and all hours worked in excess of 40 hours per week, Monday through Friday, shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Saturdays, Sundays, and Holidays shall be paid at double the regular rate of pay.

CEMENT MASONS

## GROUP I

Application of Sealing Compound	17.86
Cement Mason - Building General	17.86
Concrete Paving	17.86
Curb and Gutter	17.86
Curing Concrete	17.86
Patching Concrete	17.86
Sidewalks	17.86

## GROUP II

Application of Underlayment	18.11
Composition Mastic	18.11
Concrete Saw (Self Powered)	18.11
Epoxy	18.11
Finish Colored Concrete	18.11
Grinder, Hand Powered	18.11
Gunite Nozzleman	18.11
Plastic	18.11
Power Tools (Grinders and All Others)	18.11
Sandblasting Architectual Finish	18.11
Tunnel Workers	18.11

## GROUP III

Trowel Machine on Colored Slabs, Composition or Kalman Floors	19.36
Health and Welfare	1.60
Pension	1.75
Training Fund	0.10

**Overtime:** The first 2 hours in excess of 8 hours per day, Monday through Friday, and the first 10 hours on Saturday shall be paid at one and one-half times the regular rate. All other overtime hours and Sundays and Holidays shall be paid at double the regular rate.

COMMUNICATION TECHNICIANS

Journeyman Electronic Technician	12.86
----------------------------------	-------

DIVERS & TENDERS

Surface Supplied Divers - Up To 50 Feet Depth	42.92
Tenders	18.57

State: 50 ft. depth to 100 ft. depth -  
1.00 \$/ft. for each ft. over 50 ft.

State: 100 ft. depth to 175 ft. depth -  
2.00 \$/ft. for each ft. over 100 ft.

State: 175 ft. depth and over  
diver may name his or her own price

State: depth premium money applies to  
surface supplied divers & to scuba divers

Health & Welfare	1.50
Pension	1.40
Apprentice Training	0.06

DRYWALL FINISHERS

Drywall Taper	18.43
Foreman	19.43
General Foreman	19.93

Health, Welfare	
Dental	1.70
Pension	0.85
Apprenticeship	0.06

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week and all hours worked on Saturdays, Sundays, and holidays shall be paid at double the regular rate of pay.

ELECTRICIANS

Cable Splicer	19.38
Construction Stockman	10.29
Electrician	17.62
Foreman	19.38
General Foreman	21.14

Health & Welfare	.985
NEBF	3%
Training Fund	.10
Pension - Local	2.30

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

ELECTRICIANS - LINE CONSTRUCTION

Apprentice Lineman: 1st 6 Months	10.87
Apprentice Lineman: 2nd 6 Months	11.77
Apprentice Lineman: 3rd 6 Months	12.86
Apprentice Lineman: 4th 6 Months	14.67
Apprentice Lineman: 5th 6 Months	15.39
Apprentice Lineman: 6th 6 Months	16.12
Apprentice Lineman: 7th 6 Months	16.84
Cable Splicer Foreman	21.33
Line Crew Foreman	20.03
Pole Sprayer Learner: 1st 6 Months	15.52
Pole Sprayer Learner: 2nd 6 Months	16.26
Pole Sprayer Learner: 3rd 6 Months	16.81
Spray Foreman	16.35
Tree Trimmer Foreman	17.77
Tree Trimmer Trainee: 1st 6 Months	9.82
Tree Trimmer Trainee: 2nd 6 Months	11.33
Tree Trimmer Trainee: 3rd 6 Months	12.08
Tree Trimmer Trainee: 4th 6 Months	13.59
Cable Splicer	20.03
Pole Sprayer Leadman	20.03
Heavy Line Equipment Man	18.11
Lineman	18.11
Pole Sprayer	18.11
Welder, Certified	18.11
Tree Trimmer	15.10
Line Equipment Man	15.61
Head Groundman	13.66
Head Groundman - Chipper	13.66
Jackhammerman	13.66
Powderman	13.66
Groundman, Holedigger	12.84
Tree Trimmer Helper	12.84

## Fringe Benefits

Apprenticeship	.50 % of hourly rate
Health and Welfare	1.25
NEBF	3.00 % of hourly rate
Pension - Groups 1, 2 and 3	2.00
Pension - All Others	1.30

ELEVATOR CONSTRUCTORS

Helper		14.53
Mechanic		20.76
Mechanic In Charge		23.355
Probationary Helper		10.38
Health & Welfare	1.645	
Pension	1.27	
Education Fund	.085	
Vacation - under 5 yrs	6%	
Vacation - 5 years and over	8%	

Probationary helper is 0 to 6 months

FENCE ERECTORS & FENCE LABORERS

Fence Erector		13.00
Fence Laborer		10.95

FLAGGERS

Flagger		10.78
Total Hourly Benefits	3.43	

GLAZIERS

Journeyman		16.99
Foreman		17.84
Health & Welfare	0.75	
Pension	1.75	
Holidays	.46	
Apprentice Training	.18	
Vacation	1.02	

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week, Monday through Friday, shall be paid at one and one-half times the regular rate of pay. All hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

INSULATION APPLICATORS

Journeyman	14.22
Foreman	15.22

Health & Welfare	1.40
Pension	1.35
Training Fund	0.06

**Overtime:** The first 2 hours in excess of 8 hours per day or 40 hours per week, Monday through Friday, shall be paid one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

IRONWORKERS

Burners	17.48
Foreman	19.76
General Foreman	20.76
Ironworkers	17.48
Ornamental	18.26
Reinforcing	18.26
Riggers	18.26
Structural	18.26
Welders	17.48

Health & Welfare	2.36
Pension	2.15
Apprenticeship	0.20

**Overtime:** The first 2 hours in excess of 8 hours per day, Monday through Friday, and the first 8 hours on Saturday shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.

LABORERSGROUP I

8.46

Window Cleaner

GROUP II

10.78

Batch Weighman  
Crusher Feeder  
Pilot Car  
Toolroom Man (at job site)

GROUP III

14.96

Ballast regulator machine  
Carpenter Tender  
Cement Finisher Tender  
Chipper  
Clean-up Laborer  
Concrete Form Stripper  
Curing Concrete  
Demolition, Wrecking and Moving  
(incl. charred materials)  
Epoxy Technician  
Gabion Basket Builder  
General Laborer  
Grinders  
Pot Tender  
Powderman Helper  
Stake Hopper  
Topman - Tailman  
Tugger Operator  
Vibrating Screed (Air, Gas or Electric)

## STATE PREVAILING WAGES

PAGE 10 OF 24

Revised: 8-02-85

GROUP IV

15.44

Asphalt Raker  
 Cement Dumper - Paving  
 Concrete Saw Operator  
 Driller - Wagon and Air Track Operator  
 Faller & Bucker - Chain Saw  
 Grade Checker and Transit Man  
 High Scaler  
 Hod Carrier  
 Jackhammer  
 Manhole Builder  
 Mortar Mixer  
 Nozzlemann (Concrete Pump, Green Cutter when using  
 combination of high pressure air and water on  
 concrete and rock, sandblast, Gunitite, Shotcrete)  
 Water Blaster  
 Pavement Breaker  
 Pipe Reliner (not insert type)  
 Pipelayer and Caulker  
 Railroad Spike Puller (Power)  
 Spreader (Concrete)  
 Spreader - Clary Power or Similar Types  
 Tamper (Multiple and Self Propelled)  
 Tamper and Similar Electric, Air and Gas Operated Tools  
 Timberman - Sewer (Lagger, Shorer, & Cribber  
 Track Liner (Power)  
 Vibrator  
 Well-Point Man

GROUP V

15.80

Caisson Worker  
 Miner  
 Powderman  
 Re-Timberman

Fringe Benefits:	Health & Welfare	1.75
	Pension	1.55
	Training Fund	.13

**Overtime:** All work performed in excess of 8 hours in any one day or in excess of 40 hours in any one week, Monday through Saturday, shall be paid at one and one-half times the employee's regular rate. All work performed on Sundays and holidays shall be paid at two times the employee's regular rate.

LABORERS - SEWER AND WATER LINE CONSTRUCTION

General Laborer		13.80
Pipelaye		14.28
Topman		14.14
Health and Welfare	1.75	
Pension	1.55	
Training Fund	.13	

LANDSCAPE CONSTRUCTION

Landscaping or Planting Laborers		8.46
Irrigation and Landscape Plumbers		10.62
Irrigation and Landscape Power Equipment Operators		11.18

Total hourly benefits for Landscape Laborer: \$3.33 per hour

Total hourly benefits for Landscape Plumber: \$3.25 per hour

Total hourly benefits for Landscape Equipment Operator: \$3.95 per hour

LATHERS

Foreman - 10 Men or More		19.06
Foreman 2 to 5 Men		17.99
Foreman 6 to 9 Men		18.53
Journeyman		17.46
Health & Welfare	1.45	
Apprenticeship	0.10	
Pension	1.50	

MASON TENDERS, HOD CARRIERS AND MORTARMEN

Hod Carrier		15.44
Mortarman		15.44
Health and Welfare	1.75	
Pension	1.55	
Training Fund	.13	

MILLRIGHTS AND MACHINE ERECTORS

Machine Erector		10.00
Millwright		10.00
Health and Welfare	1.71	
Pension	1.80	
Training Fund	.06	

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all hours worked on Saturdays shall be paid at one and one-half times the regular rate of pay. All hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.

PAINTERS

Bridge		17.64
Brush, Journeyman		17.24
Industrial Painter		17.64
Paper Hanger		17.24
Roller		17.24
Sandblast Pot-Tender		17.64
Steam Cleaning		17.64
Steel		17.64
Steeple		17.99
Towers		17.99
Toxic Material		17.64
Health & Welfare & Dental	1.70	
Pension	.96	
Apprenticeship	.06	

**Overtime:** The first 2 hours in excess of 8 hours per day, Monday through Friday, shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

PLASTERERS

Foreman More Than 9 Men		19.41
Foreman 2 To 5 Men		18.34
Foreman 6 To 9 Men		18.88
Journeyman		17.81
Health & Welfare	1.62	
Pension	2.00	
Apprenticeship	0.20	

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week and all hours worked on Saturdays (except when worked as a makeup day), Sundays and Holidays shall be paid at double the regular rate of pay.

PLAYGROUND & PARK EQUIPMENT INSTALLERS

Playground Equipment Installer:	8.46
Park Equipment Installer:	8.46
Fringe Benefits:	3.33

PLUMBERS & PIPEFITTERS

Foreman		20.90
General Foreman		21.85
Plumber and Pipefitter		19.00
Welders		19.00
Dental	0.41	
Health & Welfare	1.20	
Pension	2.30	
Vacation	2.75	
Apprenticeship	0.16	

**Overtime:** The first 2 hours in excess of 8 hours per day, Monday through Friday, and the first 10 hours on Saturdays shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Sundays and Holidays shall be paid at double the regular rate pay.

POWER EQUIPMENT OPERATORSGROUP IA

\$ 18.73

Cranes 100 tons and over or 200 feet of  
boom including jib and over  
Loader 8 yards and over  
Shovels and attachments 6 yards and over

GROUP I

18.23

Cableways  
Crane over 45 tons up to 100 tons  
or over 150 feet of boom including jib  
Helicopter Winch  
Loader, Overhead 6 yards up to 8 yards  
Quad 9 and similar D-10 and HD-41  
Remote Control Operator, etc.  
Rollagon  
Scrapers, Self-propelled 45 yards and over  
Shovels, Backhoes over 3 yards to 6 yards  
Slipform Pavers  
Tower Crane

GROUP II

17.79

Bump Cutter  
Chipper  
Concrete Batch Plant Operator  
Cranes 20 tons thru 45 tons  
Crushers  
Derrick  
Drilling Machine  
Finishing Machine  
Hydralifts  
Leadman Mechanic \$.30 over Mechanic  
Loaders, Overhead under 6 yards  
Locomotives, all  
Mechanics, all  
Mixers, Asphalt Plant  
Motor Patrol Graders - finishing,  
pulling slopes, ditches, etc.  
Piledriver  
Pump Truck mounted concrete pump with  
boom attachment  
Scrapers, Self-propelled under 45 yards  
Screedman  
Shovels, Backhoes 3 yards and under  
Sub-grader - Trimmer  
Tractor, 60 H.P. and over, Backhoe and Attach.  
Tractors, Backhoe

GROUP III

17.43

A-frame Crane  
 Brooms  
 Concrete Pumps  
 Conveyors  
 Cranes, up to 20 tons  
 Dozers, D-9 and under, Yo-Yo, Paydozer  
 Driver on Truck Cranes over 45 tons  
 Equipment Service Engineer  
 Fork Lifts  
 Hoists, Air Tuggers, etc.  
 Loaders - Elevating type  
 Motor Patrol Grader - non-finishing  
 Mucking Machine, etc.  
 Rollers, On Plant, Road Mix or Multilift Materials  
 Saws, Concrete  
 Scrapers - Carry all  
 Spreaders, Blaw Knox, etc.  
 Tractor, 60 H.P. and under, Backhoe and Attach.  
 Trenching Machines

GROUP IV

17.13

Assistant Engineers  
 Compressors  
 Oil Distributors, Blowers, etc.  
 Oiler Driver on Truck Crane 45 tons and under  
 Pavement Breaker  
 Posthole Digger, Mechanical  
 Power Plant  
 Pumps, Water  
 Roller, other than Plant Road Mix  
 Wheel Tractors, Farmall type

GROUP V

15.33

Grade Checker and Stakeman

Foreman - \$0.50 per hour over highest classification under his supervision

**Overtime:** All work performed in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all work performed on Saturdays shall be paid at one and one-half times the regular rate. All work performed on Sundays and Holidays shall be paid at double the regular rate of pay.

Fringe Benefits:	Health & Welfare	1.95
	Pension	2.00
	Training Fund	0.21

POWER EQUIPMENT OPERATORS - SEWER AND WATER LINE CONSTRUCTIONGROUP I

16.92

Back Filler  
 Backhoe (780 Case Type with Attachments)  
 Clam  
 Crane  
 Ditching Machine  
 Dozer (All Cat, Type D-3 and Larger)  
 Dragline  
 Front-end Loader (2 yds. and over)  
 Mechanic  
 Mechanic Welder  
 Motor Grader  
 Screed  
 Shovel (3 yds and under)  
 Side Boom (All Cat, Type D-3 and Larger)

GROUP II

16.425

Backhoe (680 Case Type and Smaller with Attachments)  
 Bending Machine  
 Boom Truck (Stationary)  
 Boring Machine  
 Compactors  
 Dozer (Any Type Smaller than Cat D-3)  
 Drills (Leroi Type)  
 Front-End Loader (under 2 yd.)  
 Gin Truck  
 Mechanical Greaser (Large Grease Truck)  
 Paving Machines  
 Pot Fireman (Engine Operated above 3 BBL.)  
 Rollers  
 Service Plow  
 Side Boom (Any type smaller than Cat D-3)  
 Tractair  
 Well Point System

GROUP III

Air Compressor 14.46  
 Chain Type Ditcher (Ditch Witch)  
 Concrete Saw  
 Oil-Greaser  
 Oiler  
 Pump  
 Welding Machine

Fringe Benefits:	Health and Welfare	1.95
	Pension	2.00
	Training Fund	.21

**Overtime:** All work performed in excess of 8 hours per day or 40 hours per week, and all work performed on Saturdays (except make-up days) and Sundays shall be paid at one and one-half times the regular rate of pay. All work performed on Holidays shall be paid at double the regular rate of pay.

REFRIGERATION AND AIR CONDITIONING MECHANICS

Air Conditioning Mechanic	18.62
Refrigeration Mechanic	18.62

Health & Welfare	1.20
Pension	2.18
Vacation Fund	2.18
Training Fund	.16
Dental	.41

ROOFERS AND WATERPROOFERS

Journeyman	18.85
Journeyman - using bituminous material	21.85
Slate and Tile Roofers	19.10

State: Foreman, 0.75 \$/Hr. above the scale  
for the job classification in which he works

Health & Welfare	1.20
Pension	1.30
Apprenticeship	0.07

**Overtime:** Over 8 hours per day or 40 hours per week, Monday through Saturday, at one and one-half times the regular rate. Sundays and Holidays - double the regular rate of pay.

SHEETMETAL WORKERS

Foreman	22.70
Journeyman	21.00
Material Man	14.00

Health & Welfare	1.35
Pension	1.80
Training Fund	0.16
SASMI	3%

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

SIGN HANGERS AND SIGN PAINTERS AND CONSTRUCTION MEN

Production Silk Screener	7.49
Construction "B"	7.58
Shop Person	4.78
Sign Hanger and Construction Man	14.99
Sign Painter	17.63
Silk Screener	11.66

Dental	.15
Health and Welfare	.80
Pension	.80

SIGN MEN - ELECTRICAL

Journeyman - Glass	17.29
Journeyman - Maintenance	17.29
Journeyman - Signman	17.29
Stockman (50%)	8.645

Health and Welfare	.98
Pension - Local	.50
Pension - NEBF	3%

SOFT FLOOR LAYERS

Carpet Layers	17.30
Linoleum Layers	17.30
Plastic, Resilient, Metal Tile layer	17.30
Seamless Surface Coating Installer	17.30

Apprenticeship:	.17
Health and Welfare	1.16
Pension	1.50

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week, Monday through Friday, shall be paid at one and one-half times the regular rate of pay. All hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

SPRINKLER FITTERS - FIRE PREVENTION

Foreman	22.74
Journeyman	21.14

Apprenticeship	.11
Health and Welfare	1.55
Pension	5.10

## STATE PREVAILING WAGES

Revised: 8-02-85

SURVEYORS

Chain Person	8.25
Instrument Person (Junior Engineer)	11.00
Party Chief	11.50
Total Hourly Benefit - Party Chief	1.50
Total Hourly Benefit - Instrument Person	1.00
Total Hourly Benefit - Chain Person	.70

TERRAZZO WORKERS & TILE SETTERS

Terrazzo Worker	17.06
Tile Setter	17.06
Health & Welfare	1.47
Pension	1.55
Training Fund	0.11

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week and on Saturdays shall be paid at one and one-half times the regular rate of pay. All hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.

TILE, MARBLE & TERRAZZO HELPERS

Tile, Marble and Terrazzo Finisher	14.77
Health & Welfare	1.47
Pension	0.75

TRAFFIC CONTROL STRIPERS

Foreman	20.12
Journeyman	17.15
Health & Welfare	1.70
Pension	0.50
Apprentice Training	0.06

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week shall be paid at one and one-half times the regular rate of pay.

TRUCK DRIVERS

## FRINGE BENEFITS

Health and Welfare	1.89
Pension	1.75

## GROUP 1

Leverman and Loaders at Bunkers and Batch Plants	17.06
Swamper	17.06
Warehouseman and Checker	17.06

## GROUP 2

Team Driver	17.11
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## GROUP 3

Bull Lifts, or Similar Equipment used in loading or unloading trucks, transporting materials on job sites: Warehousing	17.16
Bus or Employee haul	17.16
Dumpsters, and similar equipment: Tournorockers, Tournowagon	17.16
Tournotrailer, Cat DW Series, Terra Cobra, Letourneau, Westinghouse Athey Wagon, Euclid, Two and Four-Wheeled Power Tractor with Trailer and Similar Top Loaded Equipment transporting material and performing work in Teamster jurisdiction: Dump Trucks, side, end and bottom dump, including Semi-Trucks and Trains or combinations thereof: up to and including 5 yards	17.16
Flairty Spreader	17.16
Fuel Truck, Grease Truck, Greaser, Batter Service Man and/or Tire Service Man	17.16
Scissors Truck	17.16
Tractor, Small Rubber-Tired (when used within Teamster jurisdiction)	17.16
Vacuum Truck	17.16
Water Wagon and Tank Truck: Up to 1600 gallons	17.16
Winch Truck: Single Rear Axle	17.16
Wrecker, Tow Truck and Similar Equipment	17.16

## GROUP 4

Flatbed Truck, Dual Rear Axle	17.27
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## GROUP 5

Buggymobile and similar	17.33
Hyster Operators (Hauling Bulk Loose Aggregates)	17.33
Straddle Carrier (Ross, Hyster, and similar)	17.33
Water Wagon and Tank Truck: 1600 gallons to 3000 gallons	17.33

## STATE PREVAILING WAGES

PAGE 21 OF 24

Revised: 8-02-85

## GROUP 6

Transit-Mix, 0 to and including 4.5 yards	17.37
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## GROUP 7

Dumpsters, and similar equipment: Tournorockers, Tournowagon Tournotrailer, Cat DW Series, Terra Cobra, Letourneau, Westinghouse Athey Wagon, Euclid, Two and Four-Wheeled Power Tractor with Trailer and Similar Top Loaded Equipment transporting material and performing work in Teamster juris- diction: Dump Trucks, side, end and bottom dump, including Semi-Trucks and Trains or combinations thereof: over 5 yards to and including 12 yards	17.38
Explosive Truck (Field Mix) and similar equipment	17.38
Lowbed and Heavy Duty Trailer: under 50 tons gross	17.38
Oil Distributor Driver (Road)	17.38
Slurry Truck Driver	17.38
Sno-Go and similar equipment	17.38
Winch Truck: Dual Rear Axle	17.38

## GROUP 8

Dumpsters, and similar equipment: Tournorockers, Tournowagon Tournotrailer, Cat DW Series, Terra Cobra, Letourneau, Westinghouse Athey Wagon, Euclid, Two and Four-Wheeled Power Tractor with Trailer and Similar Top Loaded Equipment transporting material and performing work in Teamster juris- diction: Dump Trucks, side, end and bottom dump, including Semi-Trucks and Trains or combinations thereof: over 12 yards to and including 16 yards	17.44
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## GROUP 9

Bulk Cement Tanker	17.49
Dumpsters, and similar equipment: Tournorockers, Tournowagon Tournotrailer, Cat DW Series, Terra Cobra, Letourneau, Westinghouse Athey Wagon, Euclid, Two and Four-Wheeled Power Tractor with Trailer and Similar Top Loaded Equipment transporting material and performing work in Teamster juris- diction: Dump Trucks, side, end and bottom dump, including Semi-Trucks and Trains or combinations thereof: over 12 yards to and including 16 yards	17.49
Water Wagon and Tank Truck: Over 3000 gallons	17.49

## GROUP 10

Bull Lifts, or Similar equipment used in loading or unloading Trucks, transporting materials on job sites: other than warehousing	17.51
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## GROUP 11

Transit-Mix used exclusively in heavy construction (over 4 yards to and including 6 yards)	17.54
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## STATE PREVAILING WAGES

PAGE 22 OF 24

Revised: 8-02-85

## GROUP 12

A-Frame or Hydralift Trucks or similar equipment when  
A-Frame or similar equipment is in use 17.64

## GROUP 13

Dumpsters, and similar equipment: Tournorockers, Tournowagon 17.66  
Tournotrailer, Cat DW Series, Terra Cobra, Letourneau,  
Westinghouse Athey Wagon, Euclid, Two and Four-Wheeled Power  
Tractor with Trailer and Similar Top Loaded Equipment  
transporting material and performing work in Teamster juris-  
diction: Dump Trucks, side, end and bottom dump, including  
Semi-Trucks and Trains or combinations thereof: over 20  
yards to and including 30 yards

Lowbed and Heavy Duty Trailer: over 50 tons gross to and 17.66  
including 100 tons gross

## GROUP 14

Transit-Mix used exclusively in heavy construction: over 6 17.70  
yards to and including 8 yards

## GROUP 15

Dumpsters, and similar equipment: Tournorockers, Tournowagon 17.82  
Tournotrailer, Cat DW Series, Terra Cobra, Letourneau,  
Westinghouse Athey Wagon, Euclid, Two and Four-Wheeled Power  
Tractor with Trailer and Similar Top Loaded Equipment  
transporting material and performing work in Teamster juris-  
diction: Dump Trucks, side, end and bottom dump, including  
Semi-Trucks and Trains or combinations thereof: over 30  
yards to and including 40 yards

Lowbed and heavy duty trailer over 100 tons gross 17.82

## GROUP 16

Transit-Mix used exclusively in heavy construction: over 8 17.86  
yards to and including 10 yards

## GROUP 17

Dumpsters, and similar equipment: Tournorockers, Tournowagon 17.98  
Tournotrailer, Cat DW Series, Terra Cobra, Letourneau,  
Westinghouse Athey Wagon, Euclid, Two and Four-Wheeled Power  
Tractor with Trailer and Similar Top Loaded Equipment  
transporting material and performing work in Teamster juris-  
diction: Dump Trucks, side, end and bottom dump, including  
Semi-Trucks and Trains or combinations thereof: over 40  
yards to and including 55 yards

Add 15¢ per hour for each 10 yard increment over 55 yards.

## GROUP 18

Transit-Mix used exclusively in heavy construction: over 10 yards to and including 12 yards	18.03
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## GROUP 19

Transit-Mix used exclusively in heavy construction: over 12 yards to and including 16 yards	18.19
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## GROUP 20

Transit-Mix used exclusively in heavy construction: over 16 yards to and including 20 yards	18.35
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## GROUP 21

Transit-Mix used exclusively in heavy construction: over 20 yards	18.51
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## GROUP 22

Escort Driver	17.06
Pilot Car	17.06

## GROUP 23

Flatbed Truck, Single Rear Axle	----
Pick-up Truck	----

## GROUP 24

Mechanic Helper	16.91
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## GROUP 25

Mechanic	17.50
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Overtime: All work performed in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all work performed on Saturdays shall be paid at one and one-half times the regular rate of pay. All work performed on Sundays and Holidays shall be paid at double the regular rate of pay.

WELL DRILLERS

Helpers	8.75
Well Driller	10.90

## HOURLY SCALE OF WAGES

In the event any dispute arises as to whether the above rates are the prevailing rates for this locality, and the dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington, and his decision therein shall be final and conclusive and binding on all parties involved in the dispute.

Weekly payroll reports shall be filed with the Executive Secretary of the Board of Public Works, containing the following items:

1. Name and residence address
2. Classification of work as defined by specifications
3. Number of hours employed each day
4. Total number of hours employed each payroll period
5. Rate of wages
6. Total amount earned
7. Deductions for Medical Aid
8. Net amount paid
9. Whether a citizen of the United States
10. Whether a head of a family

Work performed at the straight-time rate shall be shown on one line of the payroll for each day and any overtime worked; travel time or other additional compensation must be shown on a separate line for each day and extended at the premium rate.

Payroll reports shall be signed by the Contractor or his duly authorized agent.

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*BPW*

LETTER OF TRANSMITTAL

<b>TO:</b> Marlaina Kiner	<b>DATE:</b> 8/14/85	<b>BPW #:</b>
Director, Human Rights Department	<b>RE:</b> Board of Public Works WMBE	
	Report for July 1985	
<b>ATTN:</b> Randy Gainer		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return
- \_\_\_\_\_

- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

ACTION	
INFORMATION	

*sc #*  
EWA  
JDO  
REN/ABW  
LFC

SEP 4 '85

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS All construction contracts were awarded by competitive bid. All consultant contracts were awarded based upon negotiation. None of the contractors awarded contracts were non-profit firms.

SEATTLE, WASH. 98104  
AUG 16 AM 11:11

COPIES TO:  
Board of Public Works Members  
Office for Women's Rights

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

25902

BOARD OF PUBLIC WORKS WBE REPORT - CONSULTANT CONTRACTS

JULY 1985

CONTRACT NUMBER	FUNDING SOURCE	NAME OF CONTRACTOR	WBE, MBE, OR, WMBE	NAME OF PROJECT	DATE OF AWARD	AMOUNT OF PRIME CONTRACT	NAME OF WBE CONTRACTOR/SUBCONTRACTORS	WBE, MBE, OR, WMBE	CONTRACT TYPE (Sub=1); (Supplier=2; JV=3; Prime=4) AND WBE TYPE OF WORK	AMOUNT OF WBE PARTICIPATION
Supp. 5B/C81-22	SME	Parametrix, Inc.	MBE	Landfill Closure-Midway	07-12-85	0.00	NO WBE PARTICIPATION			0.00
Amendment #1	General	Food Management Control		Alterations to Mini. Bldg. Cafet.	07-12-85	540.00	NO WBE PARTICIPATION			0.00
Ext. to HB4-40	ACSF	Tudor Engineering		Mercer Corridor/So. Lake Union	07-12-85	0.00	NO WBE PARTICIPATION			0.00
Supp. Agree. #3	CIP	R.W. Beck		1985 COMPLAN Update	07-12-85	0.00	NO WBE PARTICIPATION			0.00
Agreement S85-3	Metro	R.W. Beck		Renton Effluent Transfer System	07-12-85	110041.00	Anne Symonds	WBE	1 Civil	3367.00
Design Contract	CRF	C.H. Kuhn & Assoc.		West Seattle Golf - Irrigation	07-12-85	6281.25	NO WBE PARTICIPATION	MBE	1 Geotechnical	16826.00
Design Contract	OBG/PRIF	CTS Consulting Engineers	WBE	Judkins Park and Playfield	07-12-85	15131.25	CTS Consulting Engineers		4 Civil	6875.00
Design Agree.	FI/PRIF	Millegan and Jaddi	MBE	Meadowbrook/Montlake/Woodland	07-19-85	46402.50	Millegan and Jaddi		4 Design	35922.00
Amendment #1	123 Bonds	I. Mervin Gorasht Arch.		Renovation of Fire Station #13	07-26-85	2020.00	NO WBE PARTICIPATION	WBE	1 Landscape Arch.	1200.00
Amendment #2	OBG/PRIF	Colie Hough/Cornell-Heas		Central Area Parks Improvements	07-26-85	1876.50	Colie Hough-Beck	WBE	1 Landscape	0.00
						0.00	Cooper Consultants	MBE	1 Engineer/Architect	168.00
										1708.50

\*\*\* FINAL TOTALS \*\*\*

182292.50

66066.50

BOARD OF PUBLIC WORKS WBE REPORT - CONSTRUCTION CONTRACTS

JULY 1985

BPW NO	FUNDING SOURCE	NAME OF CONTRACTOR	WBE, MBE, OR WBE	NAME OF PROJECT	DATE OF AWARD OR SUB APPROVAL	AMOUNT OF PRIME CONTRACT	NAME OF WBE CONTRACTOR/SUBCONTRACTORS	WBE, MBE, OR WBE	CONTRACT TYPE (Sub=1; Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF WBE PARTICIPATION
85-42	FAI	Valley Cement Const.		SR-90 Contract 7, M.L. King Hwy So.	07-12-85	1437980.50	D.R. Craig Const. Co.	WBE	1 Trucking	60000.00
85-42						0.00	Northwest Boring	MBE	1 Boring	234052.00
85-42						0.00	Kodo Const.	MBE	1 Concrete	46668.00
85-38	123 Bonds	Molnar Contracting		Seattle Center Coliseum Utilities - I	07-12-85	22407.00	Solomon Industries	WBE	1 Concrete	675.00
85-38						0.00	Northwest Supply	MBE	2 Supplier	672.00
85-38						0.00	Ed Rosendin Electric	MBE	1 Electrical	950.00
85-38						0.00	S & S Plumbing	MBE	1 Clean Drains	1760.00
85-44	MS71	Klokstad Const. Co.		Sewer Outreach Program, Phase I	07-19-85	240605.50	Able/Sunshine Trucking	WBE	1 Trucking	7225.00
85-44						0.00	Hot Mix Pavers	MBE	1 Asphalt	12050.00
85-44						0.00	Robinson Trucking	MBE	1 Hauling	17000.00
85-44						0.00	Bear-Co. Const.	MBE	1 Concrete	5000.00
85-28	FAI	Valley Cement Const.		SR-90, Contract 6, So. Irving St.	07-19-85	241575.00	T. Yorozu Gardening	MBE	1 Landscaping	3000.00
85-28						0.00	D.R. Craig Const. Co.	WBE	1 Seeding & Trucking	9790.00
85-28						0.00	Hot Mix Pavers	MBE	1 Asphalt	4675.00
85-41	FAUS/ACSF	Lakeside Industries		1985 Arterial Resurfacing Program, I	07-19-85	1640386.50	Kodo Const.	MBE	1 Concrete, Pipe	58603.00
85-41						0.00	Moss Const.	WBE	1 Adjustments	22580.00
85-41						0.00	Debra Trucking	WBE	1 Trucking	30420.00
85-41						0.00	National Concrete Out.	MBE	1 Saw Cutting	1240.00
85-41						0.00	Kaspac	MBE	1 Buttons & Stripes	66330.00
85-41						0.00	J.R. Concrete Works	MBE	1 Hauling	12500.00
85-41						0.00	JAS Electric Co.	MBE	1 Electrical	9565.00
85-41						0.00	Salinas Const.	MBE	1 Concrete	10764.25
85-41						0.00	Rivera & Green	MBE	1 Grinding	134000.00
84-21	Sub Apprvl	S.L. Larsen Const. Co.		Broad St. Substation Annex Construction	07-26-85	0.00	Hot Mix Pavers	MBE	1 Asphalt Patching	525.00

\*\*\* FINAL TOTALS \*\*\*

3582954.50

750344.25

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	Total MBEs (Primes) Pub. Wks. This Mo.	Total MBEs (Primes) Pub. Wks. To Date	\$ MBEs (Subs) Pub. Wks. This Mo.	\$ MBEs (Subs) Pub. Wks. To Date	Total MBEs (Primes & Subs.) Public Works This Month	Total MBEs (Primes & Subs.) Public Works To Date	% MBEs (Primes & Subs.) Public Works This Month	% MBEs (Primes & Subs.) Public Works To Date
Jan.	897,226.24	897,226.24	0	0	132,290.00	132,290.00	132,290.00	132,290.00	14.7	14.7
Feb.	2,425,327.81	3,322,554.05	0	0	460,851.20	593,141.20	460,851.20	593,141.20	19.0	17.9
Mar.	2,996,222.60	6,318,776.65	0	0	722,356.00	1,315,497.20	722,356.00	1,315,497.20	24.1	20.8
Apr.	3,554,221.15	9,872,997.80	1,331,022.00	1,331,022.00	504,670.00	1,820,167.20	1,835,692.00	3,151,189.20	51.6	32.0
May	2,561,769.50	12,434,767.30	0	1,331,022.00	489,518.96	2,309,686.16	489,518.96	3,640,708.16	19.1	29.3
June	1,305,971.50	13,740,738.80	0	1,331,022.00	231,721.50	2,541,407.66	231,721.50	3,872,429.66	17.7	28.2
July	3,582,954.50	17,323,693.30	0	1,331,022.00	619,554.25	3,160,961.91	619,554.25	4,491,983.91	17.3	25.9
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 WBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	Total WBEs (Primes) Pub. Wks. This Mo.	Total WBEs (Primes) Pub. Wks. To Date	\$ WBEs (Subs) Pub. Wks. This Mo.	\$ WBEs (Subs) Pub. Wks. To Date	Total WBEs (Primes & Subs.) Public Works This Month	Total WBEs (Primes & Subs.) Public Works To Date	% WBEs (Primes & Subs.) Public Works This Month	% WBEs (Primes & Subs.) Public Works To Date
Jan.	897,226.24	897,226.24	0	0	34,136.00	34,136.00	34,136.00	34,136.00	3.8	3.8
Feb.	2,425,327.81	3,322,554.05	174,013.30	174,013.30	98,079.00	132,215.00	272,092.30	306,228.30	11.2	9.2
Mar.	2,996,222.60	6,318,776.65	0	174,013.30	242,641.00	374,856.00	242,641.00	548,869.30	8.1	8.7
Apr.	3,554,221.15	9,872,997.80	42,452.25	216,465.55	96,060.57	470,916.57	138,512.82	687,382.12	3.9	7.0
May	2,561,769.50	12,434,767.30	0	216,465.55	126,131.00	597,047.57	126,131.00	813,513.12	4.9	6.5
June	1,305,971.50	13,740,738.80	12,180.00	228,645.55	46,083.30	643,130.87	58,263.30	871,776.42	4.5	6.3
July	3,582,954.50	17,323,693.30	0	228,645.55	130,690.00	773,820.87	130,690.00	1,002,466.42	3.6	5.8
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - CONSULTANT CONTRACTS

Month	\$ Consultant Contracts This Mo.	\$ Consultant Contracts To Date	\$ Total MBEs (Primes) This Mo.	\$ Total MBEs (Primes) To Date	\$ MBEs (Subs) This Mo.	\$ MBEs (Subs) To Date	\$ Total MBEs (Primes & Subs.) This Month	\$ Total MBEs (Primes & Subs.) To Date	% MBEs (Primes & Subs.) Consol. Cont. This Month	% MBEs (Primes & Subs.) Consol. Cont. To Date
Jan.	1,418,011.12	1,418,011.12	360,550.59	360,550.59	223,105.60	223,105.60	583,656.19	583,656.19	41.2	41.2
Feb.	98,729.00	1,516,740.12	0	360,550.59	26,132.00	249,237.60	26,132.00	609,788.19	26.5	40.2
Mar.	362,476.96	1,879,217.08	36,810.00	397,360.59	29,432.00	278,669.60	66,242.00	676,030.19	18.3	36.0
Apr.	686,402.00	2,565,619.08	34,999.00	432,359.59	97,491.00	376,160.60	132,490.00	808,520.19	19.3	31.5
May	691,523.95	3,257,143.03	7,838.36	440,197.95	120,032.00	496,192.60	127,870.36	936,390.55	18.5	28.7
June	319,043.25	3,576,186.28	43,060.00	483,257.95	26,988.00	523,180.60	70,048.00	1,006,438.55	22.0	28.1
July	182,292.50	3,758,478.78	35,922.00	519,179.95	18,534.50	541,715.10	54,456.50	1,060,895.05	29.9	28.2
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 WBE PARTICIPATION - CONSULTANT CONTRACTS

Month	\$ Consultant Contracts This Mo.	\$ Consultant Contracts To Date	\$ Total WBEs (Primes) Cons. Cont. This Mo.	\$ Total WBEs (Primes) Cons. Cont. To Date	\$ WBEs (Subs) Cons. Cont. This Mo.	\$ WBEs (Subs) Cons. Cont. To Date	\$ Total WBEs (Primes & Subs.) Cons. Cont. This Month	\$ Total WBEs (Primes & Subs.) Cons. Cont. To Date	% WBEs (Primes & Subs.) Consul. Cont. This Month	% WBEs (Primes & Subs.) Consul. Cont. To Date
Jan.	1,418,011.12	1,418,011.12	4,105.00	4,105.00	59,719.00	59,719.00	63,824.00	63,824.00	4.5	4.5
Feb.	98,729.00	1,516,740.12	0	4,105.00	2,730.00	62,449.00	2,730.00	66,554.00	2.8	4.4
Mar.	362,476.96	1,879,217.08	0	4,105.00	7,225.00	69,674.00	7,225.00	73,779.00	2.0	3.9
Apr.	686,402.00	2,565,619.08	23,200.00	27,305.00	40,957.00	110,631.00	64,157.00	137,936.00	9.3	5.4
May	691,523.95	3,257,143.03	21,930.00	49,235.00	17,660.00	128,291.00	39,590.00	177,526.00	5.7	5.5
June	319,043.25	3,576,186.28	30,728.00	79,963.00	4,158.51	132,449.51	34,886.51	212,412.51	10.9	5.9
July	182,292.50	3,758,478.78	6,875.00	86,838.00	4,735.00	137,184.51	11,610.00	224,022.51	6.4	6.0
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



LETTER OF TRANSMITTAL

Y2391

TO: All Board Members	DATE: 8/13/85	BPW #: _____
	RE: Special Meeting of the Board	
ATTN:		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return

- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

ACTION	
EVA	
INFORMATION	

8-20-85 meeting

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS I have confirmed that Ken, Gene and George are available 8:30 - 9:00 a.m., Tuesday, August 20, 1985 to constitute a quorum.

1985 AUG 19 11 9 45 AM  
 SEATTLE 9.82 PM

COPIES TO:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

25915

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



August 13, 1985

NOTICE OF SPECIAL MEETING OF THE BOARD OF PUBLIC WORKS

As Chairman of the City of Seattle Board of Public Works, I hereby call a Special Meeting of the Board of Public Works for Tuesday, August 20, 1985 at 8:30 a.m. in the 4th Floor Meeting Room of the 400 Yesler Building, Seattle, Washington 98104. The Board will take action upon the items listed in the attached agenda for the August 20, 1985 Board of Public Works meeting and approve the minutes of the August 9, 1985 meeting.

George Pernsteiner  
Chairman  
Board of Public Works

Attachment: August 20, 1985 Agenda

BOARD OF PUBLIC WORKS  
CITY OF SEATTLE  
SPECIAL SESSION  
Room 402, Yesler Bldg.  
August 20, 1985  
8:30 a.m.

PRESENT:

George Pernsteiner, Director, D.A.S., Chairman  
Eugene V. Avery, Director of Engineering  
Kenneth Lowthian, Superintendent of Water  
Malcolm Macdonald, Alt., Supt. of City Light  
Walter Hundley, Supt. of Parks & Recreation  
Barbara K. Taber, Executive Secretary

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AGENDA

8:30      CONSIDERATION OF MINUTES OF August 9, 1985

CONSULTANT CONTRACTS:

1. Communication from Director of Engineering requesting approval of Supplement No. 9 to Agreement S83-7 with Pool Engineering, Inc. for SR-90 Utility Relocation. Not to exceed \$36,623. Funding: Sewer, Water and Sewer Imp.
2. Communication from Director of Engineering requesting approval of Supplement No. 1 to Agreement T84-8 as modified by Amendment No. 1 (approved March 8, 1985) with Raymond Kaiser Engineers, Inc. for Monorail Rehabilitation and Upgrade. Not to exceed \$124,394.00. Funding: Cumulative Reserve.

*Eugene Avery*

# Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

## MEMORANDUM

*Board of Public Works*

*7c*

ROUTING	DATE	INITIAL
ACTION		
FILE	<input checked="" type="checkbox"/>	
INFORMATION		



**Date:** August 5, 1985

**To:** All Board Members  
Ewen Dingwall, Director, Seattle Center

**From:** Barbara K. Taber, Executive Secretary *Barbara K. Taber*

**Subject:** Board Meeting of August 16, 1985

AUG 22 1985

The Board of Public Works meeting Friday, August 16, 1985 has been cancelled due to lack of a quorum. If your departmental business requires the meeting to be rescheduled, please let me know.

BKT:wc  
 cc: Doug Howell, Engineering  
 John Hansen, City Light  
 Ernie Ferrero, Parks & Recreation  
 Bob Snyder, D.A.S.  
 Jim Olson, Water  
 Bette Robbins, Seattle Center  
 John Skommesa, Engineering

05 AUG 6 11:24  
 SEATTLE ENG. DEPT.

25531

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

SEATTLE ENG. DEPT.

85 AUG 6 All: 25



*Board of Public Works*

**LETTER OF TRANSMITTAL**

<b>TO:</b> Kenneth Lowthian, Supt. of Water	<b>DATE:</b> 8/2/85	<b>BPW #:</b>
Randall Hardy, Supt. of City Light	<b>RE:</b> Letter dated 7/31/85 from Gary	
Eugene Avery, Director of Engineering ✓	Merlino Const. Co., Inc. regarding	
<b>ATTN:</b>	incorporation of their company	

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return  
AUG 22 1985
- \_\_\_\_\_

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA	ott	
JDD		
RBN	DJH	ott
	LFC	

- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COPIES TO:

Doug Howell, Engineering

Jim Olson, Water

John Hansen, City Light

Randy Gainer, Human Rights

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

25539

# Gary Merlino

CONSTRUCTION COMPANY, INC.

9125 - 10th Avenue South

762-9125

Seattle, Washington 98108

July 31, 1985

City of Seattle  
Board of Public Works  
400 Yesler Building  
Seattle, WA 98104

Attn: Ms. Barbara Taber

Dear Ms. Taber:

We have recently incorporated our construction company. It is now called Gary Merlino Construction Co., Inc. Our new Employer's Federal I.D. No. is 91-1296882, and our new Contractor's License No. is GARYMCC150MW.

All of the same principles exist for the corporation as they did for the partnership. We are also located at the same address and telephone number.

Please inform us if we need to fill out any prequalification data to bid under the corporation name.

Sincerely,

GARY MERLINO CONSTRUCTION CO., INC.



Gary Merlino  
President

RECEIVED

AUG 1 1985

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

MEMORANDUM

**Date:** July 23, 1985  
**To:** All Board Members  
**From:** Barbara K. Taber, Executive Secretary  
**Subject:** General Conditions Boilerplate

ACTION		
INFORMATION		
EVA		
7c		
M-Staff		

AUG 13 '85

*Barbara K. Taber*

I met with the Boilerplate Revision Committee last Wednesday to discuss ways to approach the drafting of "General Conditions" boilerplate to be used by all Board departments. The Committee discussed the suggestion to hire an outside consultant, but decided it would be preferable to do the work in-house.

John Hansen, City Light suggested that representatives from City Light and Engineering work intensively on the "General Conditions" during August, with any disagreements to be dealt with by Doug Howell and John Hansen and eventually the Boilerplate Revision Committee meeting as a whole.

John O'Connor, City Light, and Joe Currulla, Engineering, and Mike Purdy, Board of Public Works, will be working together on the project. I will meet with Doug Howell and John Hansen to resolve outstanding issues before meeting with the Boilerplate Revision Committee. We will also be involving Randy Gainer, SHRD for those portions which deal with affirmative action and WMBE requirements.

Hopefully, we will have completed a "General Conditions" section acceptable to all BPW Departments by the first of September. After you have approved the final version, I will schedule a public hearing for formal adoption.

BKT:wc

cc: Jim Olson, Water Dept.  
Bob Snyder, D.A.S.  
Ernie Ferrero, Parks Dept.  
Doug Howell, Engineering Dept.  
John Hansen, City Light  
Randy Gainer, Human Rights

1985 JUL 26 AM 10:12  
SEATTLE ENGINEERING

25215

STUART G. OLES  
 SETH W. MORRISON  
 BRUCE T. RINKER  
 RICHARD M. STANISLAW  
 DAVID L. ASHBAUGH  
 DAVID C. STEWART  
 SAM E. BAKER, JR.  
 ARTHUR D. MCGARRY  
 B. MICHAEL SCHESTOPOL  
 PAMELA D. O. LARSON  
 THEODORE L. PREG  
 WILLIAM G. JEFFERY  
 GEOFFREY P. CHISM  
 DANIEL C. JACOBSON  
 MARK T. HIGGINS

OLES, MORRISON  
 RINKER, STANISLAW & ASHBAUGH  
 LAWYERS  
 33RD FLOOR  
 COLUMBIA SEAFIRST CENTER  
 701 FIFTH AVENUE  
 SEATTLE, WASHINGTON 98104  
 (206) 623-3427  
 TELECOPIER: (206) 682-6234  
 GERALD DE GARMO  
 OF COUNSEL

RICHARD T. BEAL, JR.  
 ROBERT J. BURKE  
 PETER B. CAMP  
 JOHN C. CURRY  
 DAVID H. KARLEN  
 JOHN LUKJANOWICZ  
 TERRY R. MARSTON II  
 JOHN J. MITCHELL  
 MARK F. O'DONNELL  
 DOUGLAS S. OLES  
 BRADLEY L. POWELL  
 JOHN S. RIPER  
 MICHELE M. SALES  
 SUSAN R. SAMPSON  
 KRIS J. SUNDBERG

*Board of Public Works*

July 22, 1985

To: All Members of the Model  
 Procurement Code Committee

Dear Committee Members:

The following actions were taken at our July meeting:

1. Article 5-201 was revised to clarify that the policy office will only promulgate regulations allowing alternate methods of construction management without having any control or otherwise influencing the agency's ability to select among those alternate methods.
2. Article 9-201(4): The last word of the sentence was revised so that notice of agency action would be mailed to "any other party requesting notice", as opposed to "any other party intervening".
3. Article 9-101(7) had the following underlined language added:

"In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not then (except if the protesting bidder is found to be substantially at fault, the protesting bidder or offeror shall be entitled to the reasonable bid preparation cost, but not attorneys' fees or anticipated profits)."

ROUTING	DATE	INITIAL
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R&N/BJH		

AUG 8 1985

SEATTLE ENG. DEPT.

85 JUL 23 A10:21

25102

To All Members of the  
Model Procurement Code Committee  
July 22, 1985  
Page Two

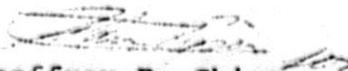
Several sections of the Code require the agency to obtain consent of the Attorney General. All of those references will be modified so that the agency is required to obtain advice from the Attorney General or the attorney for that agency.

The August meeting will commence at 7:30 a.m. on Tuesday, August 13, in the offices of Oles, Morrison, Rinker, Stanislaw & Ashbaugh, on the 33rd floor of Columbia Center. The full address is given above.

We have almost concluded Jack Johnson's comments and will undertake to review additional written comments on the draft version of the Code. Additionally, we will be discussing the question of whether the voting makeup of the Policy Office should be expanded.

We will also be discussing the issue of attorneys' fees and other costs in litigation arising from public procurement. There is a suggestion that a public agency should be entitled to recover some of its costs from protesting bidders in the event an award is delayed, or made more expensive as a result of a frivolous protest. A larger question is whether the prevailing party should be entitled to recover its attorneys' fees and other costs in public procurement actions, most notably bid protests and claims litigation. You are all encouraged to attend the August meeting if you have any remote interest in these topics.

Very truly yours,

  
Geoffrey P. Chism

GPC:zd

05 JUL 23 A 8: 50



*BPW*

**LETTER OF TRANSMITTAL**

<b>TO:</b> Marlaina Kiner	<b>DATE:</b> 7/18/85	<b>BPW #:</b>
Director, Human Rights Department	<b>RE:</b> Board of Public Works	<b>WPE:</b>
<b>ATTN:</b> Randy Gainer	Report for June 1985	

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> For your information | <input type="checkbox"/> For your approval <i>SC</i>        |
| <input type="checkbox"/> For your files                  | <input type="checkbox"/> For your signature                 |
| <input checked="" type="checkbox"/> Per your request     | <input type="checkbox"/> For your investigation             |
| <input type="checkbox"/> For your action                 | <input type="checkbox"/> For your report and recommendation |
| <input type="checkbox"/> Please return                   | <input type="checkbox"/> For review and comment             |
| <input type="checkbox"/> _____                           |   |

ACTION	
<input checked="" type="checkbox"/>	
INFORMATION	
EVA	att
JDO	
REN/DJA	(att'o)
	LFC

ACTION REQUESTED BY: AUG 8 1985

**REMARKS** All construction contracts were awarded by competitive bid. All consultant contracts were awarded based upon negotiation. None of the contractors awarded contracts were non-profit firms.

**COPIES TO:**  
Board of Public Works Members  
Office for Women's Rights

**BOARD OF PUBLIC WORKS**  
*Barbara K. Taber*  
 Barbara K. Taber  
 Executive Secretary

25074

BOARD OF PUBLIC WORKS WBE REPORT - CONSTRUCTION CONTRACTS

JUNE 1985

BPW NO	FUNDING SOURCE	NAME OF CONTRACTOR	WBE, MBE, OR WBE	NAME OF PROJECT	DATE OF AWARD OR SUB APPROVAL	AMOUNT OF PRIME CONTRACT	NAME OF WBE CONTRACTOR/SUBCONTRACTORS	WBE, MBE, OR WBE	CONTRACT TYPE (Sub-1; Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF WBE PARTICIPATION
85-35	DASOF	S.L. Larsen Const. Co.	WBE	Barrier Free Alt. to Mini & Public Saf.	06-07-85	23879.00	S.L. Larsen Const. Co.	WBE	4 General Construction	12180.00
85-35						0.00	Leong Plumbing	WBE	1 Plumbing	3580.00
85-33	RR/RIWA	Madden Construction	WBE	NW 57th St./36th NW Bridge Replacement	06-07-85	522428.75	Wespec Const., Inc.	WBE	1 Bridge Rail	14500.00
85-33						0.00	P & G Landscaping	WBE	1 Landscaping	4100.00
85-33						0.00	J.R. Concrete Works	WBE	1 Concrete	18690.00
85-33						0.00	T & S Const.	WBE	1 Guardrail	4350.00
85-33						0.00	Crose Construction	WBE	1 Removal	30500.00
85-34	EE/CRF	P.L. Hanson Const. Co.	WBE	Woodland Park Elephant House Rehab.	06-14-85	61545.00	Urban Construction	WBE	1 Reinforcing Steel	25000.00
85-34						0.00	Circle Electric	WBE	1 Electrical	3200.00
85-36	Water	Caicos Corp.	WBE	Beverly Park Tank Paint/Struc. Imp.	06-14-85	324883.00	Magnolia Plumbing & Heat	WBE	1 Plumbing & Heating	14446.00
85-36						0.00	Circle Electric	WBE	1 Electrical	5000.00
85-36						0.00	KAC Construction	WBE	1 Hauling	5600.00
85-36						0.00	Astro Painting Co.	WBE	1 Painting	24466.00
85-36						0.00	Elite Const.	WBE	1 Piping	25271.00
85-37	SF	R. L. Alia Co.	WBE	24th Ave. West, et al, CSB 1, 2 & 3	06-14-85	177125.75	Virginia L. Seitz Const.	WBE	1 Mchole Work	5800.00
85-37						0.00	Ber-Co. Const.	WBE	1 Concrete	8550.00
85-37	Light	Bosnick Roofing, Inc.	WBE	Reroofing Powerhouses at Gorge & Diablo	06-21-85	196110.00	PHP Const.	WBE	1 Pipe	18370.00
85-39						0.00	L.J. Williams Co.	WBE	1 Roofing	5883.30
85-19	Sub Apprvl	Klokstad Const. Co.	WBE	Alley Block 13 McKinney's Central Addl.	06-07-85	0.00	L.J. Williams Co.	WBE	1 Roofing	29416.50
85-13	Sub Apprvl	D.A. Zuluaga	WBE	2nd Avenue Concrete Street Rehab.	06-07-85	0.00	Hot Mix Pavers	WBE	1 Asphaltting	500.00
85-13	Sub Apprvl	D.A. Zuluaga	WBE	2nd Avenue Concrete Street Rehab	06-07-85	0.00	National Concrete Out.	WBE	1 Sawing and Drilling	10750.00
85-13	Sub Apprvl	D.A. Zuluaga	WBE	2nd Avenue Concrete Street Rehab	06-07-85	0.00	Kaspac	WBE	1 Pavement Markings	8682.00
85-26	Sub Apprvl	J. Small Const.	WBE	Easement W. of 46th Ave. So. Sewer	06-07-85	0.00	DFK, Inc.	WBE	1 Excavator	7000.00
85-8	Sub Apprvl	Mill Construction	WBE	115 KV Bus Rebuild at Canal Substation	06-07-85	0.00	National Concrete Out.	WBE	1 Core Drilling	150.00
						0.00	Center Doring	WBE	1 Hauling	2000.00

\*\*\* FINAL TOTALS \*\*\*

1305971.50

289984.80

BOARD OF PUBLIC WORKS WBE REPORT - CONSULTANT CONTRACTS

JUNE 1985

CONTRACT NUMBER	FUNDING SOURCE	NAME OF CONTRACTOR	WBE, MBE, OR, WBE	NAME OF PROJECT	DATE OF AWARD	AMOUNT OF PRIME CONTRACT	NAME OF WBE CONTRACTOR/SUBCONTRACTORS	WBE, MBE, CR, WBE TYPE OF WORK	CONTRACT TYPE (Sub=1); (Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF WBE PARTICIPATION
Design Agree.	ODBG	Avent Associates	WBE	Martin Luther King Jr. Park	06-07-85	24010.00	Avent Associates	WBE	4 Consult. Engineering	23288.00
Supp. 2A/P82-21	SWE	Walker & Associates, Inc	WBE	Midway & Kent Highlands Refuse	06-14-85	0.00	Mary's Secretarial Svcs.	WBE	1 Word Processing	722.00
Supp. 3/H82-8	WSF	Andersen-Bjornstad-Kane	WBE	West Seattle Freeway, Phase 2	06-14-85	0.00	NO WBE PARTICIPATION	WBE		0.00
Exten. H79-28	WSF	Andersen-Bjornstad-Kane	WBE	West Seattle Freeway	06-14-85	0.00	NO WBE PARTICIPATION	WBE		0.00
Supp. 3/H79-28	WSF	Andersen-Bjornstad-Kane	WBE	West Seattle Freeway	06-14-85	0.00	NO WBE PARTICIPATION	WBE		0.00
Supp. 6/H79-28	WSF	Andersen-Bjornstad-Kane	WBE	West Seattle Freeway	06-14-85	0.00	NO WBE PARTICIPATION	WBE		0.00
Exten. /H82-8	WSF	Andersen-Bjornstad-Kane	WBE	West Seattle Freeway	06-14-85	0.00	NO WBE PARTICIPATION	WBE		0.00
Supp. 2C/E82-19	CF	Hart Crowser & Assoc.	WBE	Wash. State Convention Center	06-14-85	14999.00	NO WBE PARTICIPATION	WBE		0.00
Design Agree.	123 Bonds	Van Horne & Van Horne	WBE	Woodland Park Tropical/Nocturnal	06-14-85	57940.00	Van Horne & Van Horne	WBE	4 Architectural Svcs. 1 Mechanical	23508.00
Contract Amendment #1	DASOF	GeEngineers, Inc.	WBE	South Leo Communications Tower	06-14-85	3000.00	Centrac Associates, Inc.	WBE		12400.00
Design Agree.	123 Bonds	Church/Suzuki	WBE	Renovation of Fire Station #37	06-14-85	2422.00	NO WBE PARTICIPATION	WBE	4 Design	2422.00
Design Agree.	123 Bonds	D.A. Hogan & Assoc.	WBE	W. Seattle Stadium-Track Renova.	06-14-85	39750.00	Church/Suzuki Anne Symonds	WBE	1 Specifications	1000.00
Design Agree.	123 Bonds	Joji Minatogawa Assoc.	WBE	Woodland Zoo Vet. Office/Old Farm	06-14-85	26521.25	Mustafa, Hong & Assoc. Joji Minatogawa Assoc.	WBE	1 Document Production 4 Architectural Design	5000.00 9180.00
Design Agree.	FT	Hanna/Olin, Ltd.	WBE	Westlake Park	06-21-85	57224.00	Type Gallery	WBE	1 Copying & Printing	636.51
Addendum #3	FT	Richard Haag Assoc.	WBE	Gas Works Park Imp. - Phase II	06-21-85	1200.00	NO WBE PARTICIPATION	WBE		0.00
Amendment #1	FT	Tippetts-Abbott-McCarthy	WBE	Lincoln Park Seawall Renovation	06-21-85	4974.50	NO WBE PARTICIPATION	WBE		0.00
Design Agree.	FT	JD 21 Engineers	WBE	Ballard and Evans Pools-Lighting	06-21-85	9537.50	Eastside Drafting Svcs.	WBE	1 Drafting Services	1800.00
Amendment #1	Light	PRC Engineering, Inc.	WBE	Boundary Hydroelectric Seismicity	06-21-85	0.00	NO WBE PARTICIPATION	WBE		0.00
Amendment #1	123 Bonds	Keith Vaughan Assoc.	WBE	Renovation of Fire Station #28	06-21-85	1150.00	NO WBE PARTICIPATION	WBE		0.00
Agree. H85-13	CF	Pavement Consultants	WBE	R.E.T.S. Pavement Testing	06-21-85	14440.00	Pavement Consultants	WBE	4 Pavement Testing	7220.00
Supp. 2B/E82-17	CF	Pavement Consultants	WBE	R.E.T.S. Pavement Testing	06-21-85	0.00	Pavement Consultants	WBE	4 Pavement Testing	7220.00
Amendment #1	ODBG	Earth Engineers, Inc.	WBE	Shoring at 201 Elliot Ave. West	06-28-85	14999.00	NO WBE PARTICIPATION	WBE		0.00
Supp. 2/G82-43	SWE	Church/Suzuki	WBE	Renovation of C.A.M.P.	06-28-85	950.00	Church/Suzuki	WBE	4 Design	950.00
Supp. Agree. #4	Water	Gershman, Brickner J.M. Montgomery	WBE	Fast-Track Solid Waste Energy Water Quality & Treatment Study	06-28-85	14000.00	Cooper Consultants	WBE	1 Consulting	2100.00
						31926.00	Centrac Associates, Inc.	WBE	1 Engineer. Analysis	7488.00

\*\*\* FINAL TOTALS \*\*\*

319043.25

104934.51

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	Total MBEs (Primes) Pub. Wks. This Mo.	Total MBEs (Primes) Pub. Wks. To Date	\$ MBEs (Subs) Pub. Wks. This Mo.	\$ MBEs (Subs) Pub. Wks. To Date	Total MBEs (Primes & Subs.) Public Works This Month	Total MBEs (Primes & Subs.) Public Works To Date	% MBEs (Primes & Subs.) Public Works This Month	% MBEs (Primes & Subs.) Public Works To Date
Jan.	897,226.24	897,226.24	0	0	132,290.00	132,290.00	132,290.00	132,290.00	14.7	14.7
Feb.	2,425,327.81	3,322,554.05	0	0	460,851.20	593,141.20	460,851.20	593,141.20	19.0	17.9
Mar.	2,996,222.60	6,318,776.65	0	0	722,356.00	1,315,497.20	722,356.00	1,315,497.20	24.1	20.8
Apr.	3,554,221.15	9,872,997.80	1,331,022.00	1,331,022.00	504,670.00	1,820,167.20	1,835,692.00	3,151,189.20	51.6	32.0
May	2,561,769.50	12,434,767.30	0	1,331,022.00	489,518.96	2,309,686.16	489,518.96	3,640,708.16	19.1	29.3
June	1,305,971.50	13,740,738.80	0	1,331,022.00	231,721.50	2,541,407.66	231,721.50	3,872,429.66	17.7	28.2
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 WBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	\$ Total WBEs (Primes) Pub. Wks. This Mo.	\$ Total WBEs (Primes) Pub. Wks. To Date	\$ WBEs (Subs) Pub. Wks. This Mo.	\$ WBEs (Subs) Pub. Wks. To Date	\$ Total WBEs (Primes & Subs.) Pub. Wks. This Month	\$ Total WBEs (Primes & Subs.) Pub. Wks. To Date	% WBEs (Primes & Subs.) Pub. Wks. This Month	% WBEs (Primes & Subs.) Pub. Wks. To Date
Jan.	897,226.24	897,226.24	0	0	34,136.00	34,136.00	34,136.00	34,136.00	3.8	3.8
Feb.	2,425,327.81	3,322,554.05	174,013.30	174,013.30	98,079.00	132,215.00	272,092.30	306,228.30	11.2	9.2
Mar.	2,996,222.60	6,318,776.65	0	174,013.30	242,641.00	374,856.00	242,641.00	548,869.30	8.1	8.7
Apr.	3,554,221.15	9,872,997.80	42,452.25	216,465.55	96,060.57	470,916.57	138,512.82	687,382.12	3.9	7.0
May	2,561,769.50	12,434,767.30	0	216,465.55	126,131.00	597,047.57	126,131.00	813,513.12	4.9	6.5
June	1,305,971.50	13,740,738.80	12,180.00	228,645.55	46,083.30	643,130.87	58,263.30	871,776.42	4.5	6.3
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1965 MBE PARTICIPATION - CONSULTANT CONTRACTS

Month	\$ Consultant Contracts This Mo.	\$ Consultant Contracts To Date	\$ Total MBEs (Primes) Cons. Cont. This Mo.	\$ Total MBEs (Primes) Cons. Cont. To Date	\$ MBEs (Subs) Cons. Cont. This Mo.	\$ MBEs (Subs) Cons. Cont. To Date	\$ Total MBEs (Primes & Subs.) Consul. Contr. This Month	\$ Total MBEs (Primes & Subs.) Consul. Contr. To Date	% MBEs (Primes & Subs.) Consul. Contr. This Month	% MBEs (Primes & Subs.) Consul. Contr. To Date
Jan.	1,418,011.12	1,418,011.12	360,550.59	360,550.59	223,105.60	223,105.60	583,656.19	583,656.19	41.2	41.2
Feb.	98,729.00	1,516,740.12	0	360,550.59	26,132.00	249,237.60	26,132.00	609,788.19	26.5	40.2
Mar.	362,476.96	1,879,217.08	36,810.00	397,360.59	29,432.00	278,669.60	66,242.00	676,030.19	18.3	36.0
Apr.	686,402.00	2,565,619.08	34,999.00	432,359.59	97,491.00	376,160.60	132,490.00	808,520.19	19.3	31.5
May	691,523.95	3,257,143.03	7,838.36	440,197.95	120,032.00	496,192.60	127,870.36	936,390.55	18.5	28.7
June	319,043.25	3,576,186.28	43,060.00	483,257.95	26,988.00	523,180.60	70,048.00	1,006,438.55	22.0	28.1
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

BOARD OF PUBLIC WORKS JULY-SEPT. 1985

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1965 WBE PARTICIPATION - CONSULTANT CONTRACTS

Month	\$ Consultant Contracts This Mo.	\$ Consultant Contracts To Date	\$ Total WBEs (Primes) Cont. Cont. This Mo.	\$ Total WBEs (Primes) Cont. Cont. To Date	\$ WBEs (Subs) Cont. Cont. This Mo.	\$ WBEs (Subs) Cont. Cont. To Date	\$ Total WBEs (Primes & Subs.) Cont. Cont. This Month	\$ Total WBEs (Primes & Subs.) Cont. Cont. To Date	% WBEs (Primes & Subs.) Cont. Cont. This Month	% WBEs (Primes & Subs.) Cont. Cont. To Date
Jan.	1,418,011.12	1,418,011.12	4,105.00	4,105.00	59,719.00	59,719.00	63,824.00	63,824.00	4.5	4.5
Feb.	98,729.00	1,516,740.12	0	4,105.00	2,730.00	62,449.00	2,730.00	66,554.00	2.8	4.4
Mar.	362,476.96	1,879,217.08	0	4,105.00	7,225.00	69,674.00	7,225.00	73,779.00	2.0	3.9
Apr.	686,402.00	2,565,619.08	23,200.00	27,305.00	40,957.00	110,631.00	64,157.00	137,936.00	9.3	5.4
May	691,523.95	3,257,143.03	21,930.00	49,235.00	17,660.00	128,291.00	39,590.00	177,526.00	5.7	5.5
June	319,043.25	3,576,186.28	30,728.00	79,963.00	4,158.51	132,449.51	34,886.51	212,412.51	10.9	5.9
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

BPW

MEMORANDUM

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AUG 7 1985

Date: July 18, 1985  
 To: Board of Public Works Members  
 From: Barbara K. Taber, Executive Secretary  
 Subject: State Prevailing Wage Rates Update

*Barbara K. Taber*

Attached is Revision #3 to the March 6, 1985 State Prevailing Wage Rates. This Revision should be included in all public works project manuals, effective for all projects with bid opening date of July 31, 1985 or later, by addendum if necessary. This revision should be inserted after Revision #2 and in front of the existing March 6, 1985 State Prevailing Wage Rates.

If you have any questions, please call Kristine Broome at extension 2266.

BKT:MEP:kb  
7A/modmemo3

- cc: Doug Howell, Engineering Department ✓
- Jim Olson, Water Department
- John Hansen, City Light Department
- Park Engineer, Parks and Recreation Department
- Robert Snyder, Department of Administrative Services
- Bette Robbins, Seattle Center

85 JUL 22 P 1: 17  
SEATTLE ENG. DEPT.

25073

REVISION #3

STATE PREVAILING WAGES - MODIFICATIONS TO 3-06-85 RATES

(Effective Date 7-05-85)

Change to:

IRONWORKERS

Burners	17.48
Foreman	19.76
General Foreman	20.76
Ironworkers	17.48
Ornamental	18.26
Reinforcing	18.26
Riggers	18.26
Structural	18.26
Welders	17.48

Health & Welfare	2.36
Pension	2.15
Apprenticeship Fund	0.20

**Overtime:** The first 2 hours in excess of 8 hours per day, Monday through Friday, and the first 8 hours on Saturday shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.

Change to:

PLASTERERS

Foreman More Than 9 Men	19.41
Foreman 2 To 5 Men	18.34
Foreman 6 To 9 Men	18.88
Journeyman	17.81

Health & Welfare	1.62
Pension Fund	2.00
Apprenticeship Fund	0.20

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week and all hours worked on Saturdays (except when worked as a make-up day), Sundays and Holidays shall be paid at double the regular rate of pay.

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

BPW

MEMORANDUM

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AUG 6 '85

Date: July 15, 1985

To: All Board of Public Works Members  
Ewen Dingwall, Director, Seattle Center

From: Barbara K. Taber, Executive Secretary

*Barbara K. Taber*

Subject: Pre-Bid Meeting Requirement

The Board of Public Works in regular session July 12, 1985 held a public hearing to consider the elimination of the requirement to schedule pre-bid meetings. The Board approved the change effective immediately.

Attached is the revised Invitation to Bid form to be used when advertising public works improvement projects approved by the Board. The paragraph on pre-bid meetings has been deleted and references to "Plans and Specifications" have been changed to "Drawings and Project Manuals".

References to pre-bid meetings in the "Instructions to Bidders" section of the Project Manual should read as follows:

Pre-Bid Meeting

A pre-bid meeting may be scheduled at the request of the Seattle Human Rights Department, the Board of Public Works or the administering department and will be announced in the Invitation to Bid. The purpose of a pre-bid meeting is to provide the Bidder with the opportunity to ask questions related to the Affirmative Action and WMBE utilization requirements of the contract and/or questions of a technical nature.

BKT:wc

- cc: Doug Howell, Engineering ✓
- John Hansen, City Light
- Jim Olson, Water Dept.
- Bob Snyder, D.A.S.
- Ernie Ferrero, Parks Dept.
- Bette Robbins, Seattle Center
- Randy Gainer, Human Rights Dept.

Attachment

24949

SEATTLE H.R. DEPT.  
1985 JUL 18 AM 8 11

**THE CITY OF SEATTLE  
BOARD OF PUBLIC WORKS**

Sealed bids will be received for the following project:

Ordinance

by the Seattle Board of Public Works at its office in the 400 Yesler Building, Room 403, Seattle, Washington 98104 ONLY UP TO 2:00 P.M. on Wednesday, \_\_\_\_\_, after which time bids will be publicly opened and summarily read.

BIDS RECEIVED AFTER 2:00 P.M. WILL NOT BE ACCEPTED OR READ.

Said bids shall be made in accordance with approved Drawings and Project Manual, copies of which may be obtained by \_\_\_\_\_ bidders at

One copy of the Drawings and Project Manual may be viewed at the Office of the Executive Secretary of the Board of Public Works, and

Drawings and Project Manuals are on file at the following plan centers: Associated General Contractors, Seattle; Northwest Plan Center, Seattle; Construction Data Plan Center, Seattle.

NO BID WILL BE CONSIDERED UNLESS ACCOMPANIED BY MONEY, A SURETY COMPANY BID BOND OR A CERTIFIED CHECK PAYABLE TO THE ORDER OF THE CITY COMPTROLLER OF SEATTLE FOR A SUM NOT LESS THAN FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF BID, AND THE NOTARIZED STATEMENT REGARDING AFFIRMATIVE ACTION REQUIRED BY SEATTLE MUNICIPAL CODE SECTION 20.44.070.

The right is reserved to reject any and all bids.

By order of the Board of Public Works.

Barbara K. Taber  
Executive Secretary

Date of 1st Publication: \_\_\_\_\_

BOARD OF PUBLIC WORKS JAN-JUNE 1985

BOARD OF PUBLIC WORKS

Jan - 1965  
June

BPW

# Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



## MEMORANDUM

ACTION		
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**Date:** June 28, 1985

**To:** Board of Public Works Members **JUL 22 '85**

**From:** Barbara K. Taber, Executive Secretary *Barbara K. Taber*

**Subject:** Modification #9 to Federal Wage Decision #WA 84-5040

Attached is Modification #9 to federal wage decision #WA84-5040 which must be included in all public works improvement contract project manuals which contain federal funds, effective immediately.

If you have any questions, please call.

BKT:MEP:k1  
Attachment  
7/wg fed mod

- cc: Doug Howell, Engineering Department
- Park Engineer, Parks and Recreation Department
- Robert Snyder, Department of Administrative Services
- John Hansen, City Light
- Jim Olson, Water Department
- Bette Robbins, Seattle Center

SEATTLE ENG. DEPT.  
1985 JUL -3 PM 2:31

24515

OMIT:

Omit reference to Footnote "e" under  
 Power Equipment Operators Area 1  
 Omit reference to Power Equipment  
 Operators Area 1 in Footnote "e"

BRICKLAYERS,  
 MARBLE SETTERS:

Area 1:  
 Masonry contracts  
 under \$100,000  
 Masonry contracts  
 over \$100,000

ADD:

BRICKLAYERS,  
 MARBLE SETTERS:  
 Area 1

CHANGE:

CARPENTERS:

Area 1:  
 Projects under  
 \$2,000,000  
 exclusive of  
 mechanical and  
 electrical sub-  
 contracts:

Carpenters  
 Piledrivers:  
 Piledrivers  
 Boom Man  
 Creosote  
 Millwrights  
 All Other Work:  
 Carpenters and  
 Lathers  
 Piledriver, saw  
 filer, stationary  
 power woodworking  
 tool, boom men,  
 carpenters working  
 on burned, charred  
 creosoted or  
 similarly  
 treated material

	Basic Hourly Rates	Fringe Benefits
	\$13.07	\$ 4.04
	16.23	4.04
	16.73	3.70
	13.37	3.67
	13.49	3.67
	13.57	3.67
	13.69	3.67
	13.77	3.67
	16.82	3.67
	17.07	3.67

Piledriver,  
 creosoted mater-  
 ial  
 Millwright,  
 machine erector  
 CEMENT MASONS:

Area 1:

Group 1  
 Group 2  
 Group 3

POWER EQUIPMENT  
 OPERATORS:

Area 1:

Group 1  
 Group 2  
 Group 3  
 Group 4  
 Group 5  
 Group 6  
 Group 7  
 Group 8

CHANGE:

TRUCK DRIVERS:

Area 1:  
 See Footnote "e"

Group 1  
 Group 2  
 Group 3  
 Group 4  
 Group 5  
 Group 6  
 Group 7  
 Group 8  
 Group 9  
 Group 10  
 Group 11  
 Group 12  
 Group 13  
 Group 14  
 Group 15

	Basic Hourly Rates	Fringe Benefits
	\$17.22	\$ 3.67
	17.32	3.67
	15.62	3.80
	16.12	3.80
	16.62	3.80
	14.70	4.35
	15.00	4.35
	15.55	4.35
	15.70	4.35
	15.85	4.35
	16.10	4.35
	16.35	4.35
	17.35	4.35
	13.43	4.10
	15.87	4.10
	15.91	4.10
	15.97	4.10
	16.06	4.10
	16.27	4.10
	16.31	4.10
	16.37	4.10
	16.41	4.10
	16.52	4.10
	16.56	4.10
	16.87	4.10
	17.01	4.10
	17.17	4.10
	17.31	4.10



# Utility Location and Coordination Council

1313 EAST 60th St., CHICAGO, ILLINOIS 60637 • 312/667-2200 Ext. 528, 523

*Board of Public Works*

*SED 1985 July 2nd PM 12:16*

*1c alt*

ACTION	
JGR	/
INFORMATION	
JDS	

*JULY 15, 1985*

## MEMORANDUM

### EXECUTIVE COMMITTEE

#### CHAIRMAN

Edward J. Bunker  
Area Superintendent, Operations  
Connecticut Light & Power  
New London, Connecticut  
203/447-5701

#### VICE CHAIRMAN

Gary L. Grunkemeyer  
Director of Public Works  
Cheyenne, Wyoming  
307/637-6279

#### TREASURER

Robert D. Bugher  
Executive Director  
American Public Works Association  
Chicago, Illinois

#### SECRETARY

Susan J. Groeneveld  
Director of Chapter Relations  
American Public Works Association  
Chicago, Illinois

#### ASSISTANT SECRETARY

Jonathan D. Salk  
Staff Associate  
American Public Works Association  
Chicago, Illinois

#### PAST CHAIRMAN

Joseph C. Ralph  
Principal Assistant Director,  
Operations  
Seattle, Washington  
206/625-2724

### MEMBERS

Vijay Bhasin  
Director of Public Works  
Berkeley, Missouri  
314/524-3313

James W. Garrett  
Vice-President, Operations  
Oklahoma Natural Gas Company  
Tulsa, Oklahoma  
918/588-7910

Donald H. Gordon  
Supervisor, Utility Coordination  
Wisconsin Electric Power Company  
Milwaukee, Wisconsin  
414/277-3037

Fred L. Madorin  
Director  
Department of Transportation  
Indianapolis, Indiana  
317/236-4700

John C. Mayson  
Vice President, Divisions  
Atlanta Gas Light Company  
Atlanta, Georgia  
404/572-0808

Glynn E. Moore  
Manager - Right-of-Way/Liaison  
Pacific Bell  
Sacramento, California  
916/482-2131

Harold E. Smith  
City Engineer  
Des Moines, Iowa  
515/283-4920

Joseph E. Sunday, Jr.  
Director  
Office of Program Management  
Fairfax County  
Fairfax, Virginia  
703/385-6188

Barry M. Swedler  
Director, Bureau of Safety Programs  
National Transportation Safety Board  
Washington, D.C.  
202/382-6560

Paul Ziemer  
District Manager/Outside Plant  
Engineering  
Belcore  
Morristown, New Jersey  
201/829-2457

TO: 1985 ULCC Executive Committee

FROM: Jonathan D. Salk, ULCC Assistant Secretary

DATE: June 27, 1985

SUBJECT: 1985 APWA International Public Works Congress and Equipment Show

Enclosed is the tentative agenda for the Executive Committee Meeting in Los Angeles, September 8. Please review it and make any corrections or additions you deem necessary. In addition, if you haven't received a VIP housing form from headquarters, please contact me immediately. The deadline for "priority" housing at Congress is July 15. We're encouraging ULCC and OCSI representatives to stay at the L.A. Hilton.

For those of you who aren't aware, a vacancy has occurred on the Executive Committee. Paul Ziemer has moved back to Southern Bell in Birmingham. The Nominating Committee has suggested filling his position on the ballot with Jack Edwards, AT&T Communications, Bedminster, New Jersey. Jack has shown a tremendous desire to serve on the Executive Committee the past few years. He has also attended the past few APWA Congresses and One-Call Symposiums. This vacancy also creates a gap for Research Committee Chairman. Any volunteers!?

Regarding the ULCC Technical sessions at Congress, it goes as follows: Monday, September 9, 1:30 pm, "Contract Locating" and "Trenching and Shoring"; Tuesday, September 10, 9:30 am, "Hands-on Demonstration of Computerized Mapping" and "Using Microcomputers to Schedule Repairs of Pavement Cuts"; Tuesday, September 10, 3:30 pm, "Improved Safety and Utility Relocation Cost Avoidance Through Land Use Management"; and Wednesday, September 11, 10:00 am, "Breakaway Poles and Signs."

The ULCC Draft Resolution on "Uniform Temporary Marking for Underground Facilities" has been submitted for review by the APWA Resolutions Committee. Early comments, from an extremely reliable source, say that the resolution is very well prepared and should receive close attention. I hope that means the committee will adopt it! In addition, we have received some bids on the new pocket sized color code cards. We're looking for feedback on whether you would pay \$2.00 per card. Please let me know if you feel that's reasonable or excessive. A copy of the boards are enclosed.

24487

June 27, 1985

Finally, a couple of extra items. The One-Call Systems International (OCSI) Executive Committee will hold its mid-winter meeting in Nashville, Tennessee next year in the middle of January. Susan and I thought it might provide an opportunity for the ULCC Executive Committee to hold its meeting around the same time in Nashville. This way maybe the meetings could overlap for one day and the committees can get together and exchange ideas for a morning or afternoon. Just a thought; let us know what you think!

For those of you who missed their quarterly reports for March (and that's about 90% of you), you have a chance to redeem yourselves at the end of June. Come on you guys, let me know what's happening out there!! If you need extra report sheets, they are enclosed (no excuses - heh-heh)! If you need anything, please contact me immediately. Until then, take care and I'll look forward to seeing you all in September!

JDS:bas

Enclosures

cc: Jack Edwards  
Rex Knight

AGENDA

ULCC EXECUTIVE COMMITTEE

PLACE: Los Angeles Convention Center

DATE: September 8, 1985

TIME: 1:00 pm-5:00 pm

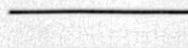
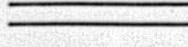
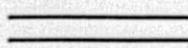
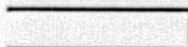
1. Welcome and Introductions - Bunker
2. Approval of Previous Minutes - Bunker
3. Teller's Report - Salk
4. Treasurer's Report - Bugher
5. Report on Coordination Council Meeting - Bunker
6. Committee Reports
  - a. Education and Training - Harris
  - b. Membership - Ralph
  - c. One-Call Systems International - Hogner
  - d. Public Information - Campbell
  - e. Research - ?
  - f. Small Communities - Grunkemeyer
  - g. Standards - Gordon
7. Quarterly Reports
8. Membership Promotion - Groeneveld
9. ULCC Executive Committee/Chapter Liaison - Salk
10. OSHA Safety Steering Technical and Advisory Committee - Sunday
11. Liaison Public Works Historical Society - Mayson
12. Liaison CIGR - Grunkemeyer
13. Los Angeles Congress Program - Bunker
14. 1986 Mid-winter Meeting
15. 1986 Congress in New Orleans - Gordon
  - a. Appoint Porgram Committee
16. 1985 ULCC Resolution - Gordon
17. Other Business
18. Adjourn

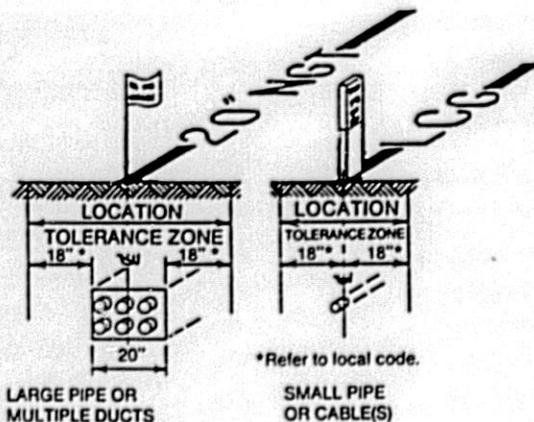
REVISED DRAFT RESOLUTION

Uniform temporary marking for underground facilities.

- WHEREAS there is a need to identify the locations and types of existing subsurface facilities by a system of temporary uniform markings during the planning, design and construction of new or modified facilities which require excavation, and
- WHEREAS the American Public Works Association adopted a resolution in 1980 recommending a Uniform Color Code for the temporary marking of underground facilities, and
- WHEREAS in response to the need for uniform marking the Utility Location and Coordination Council has developed and published "Temporary Marking of Underground Facility Guidelines" which has been adopted by numerous public agencies, utilities, one-call systems and other organizations, and
- WHEREAS the purpose of these guidelines is to provide for uniform marking of subsurface facilities with the intent to prevent accidental damage and service interruption by contractors, other utility companies, or other persons working on or near such facilities, therefore be it
- RESOLVED that the membership of the American Public Works Association assembled in Los Angeles, California for its 91st Annual Meeting on September 9, 1985, does hereby endorse uniform marking directly over underground utilities in accordance with the Uniform Marking Guide and be it further
- RESOLVED that the American Public Works Association encourages all public agencies, utilities, contractors, associations, manufacturers, and all other groups involved in temporary marking or construction marking to adopt the "Uniform Marking Guide" for the temporary marking of underground facilities.

**UTILITY LOCATION & COORDINATION COUNCIL  
UNIFORM COLOR CODE**

	<b>RED</b> - Electric Power Lines, Cables, Conduit and Lighting Cables.
	<b>YELLOW</b> - Gas, Oil, Steam, Petroleum or Gaseous Materials.
	<b>ORANGE</b> - Communication, Alarm or Signal Lines, Cables or Conduit.
	<b>BLUE</b> - Water, Irrigation and Slurry Lines.
	<b>GREEN</b> - Sewers and Drain Lines.



**TYPICAL MARKING**



APWA/ULCC Standards Committee.  
Copies may be purchased from:  
**AMERICAN PUBLIC WORKS ASSOCIATION**  
1313 E. 60th St., Chicago, IL 60637

**MARKING GUIDE**

This marking guide provides for universal use and understanding of the temporary marking of subsurface facilities to prevent accidental damage or service interruption by contractors, utility companies or any others working on or near those underground facilities.

**USE OF MARKINGS**

Use color-coded surface marks (paint or similar coating) to indicate the location, change in direction and deadends of buried lines. To increase visibility, color-coded vertical markers (temporary stakes or flags) should supplement surface marks. All marks and markers should indicate the name, initials or logo of the company that owns or operates the line and the width of the facility if it is greater than two inches.

If the surface over the buried line is to be removed, supplemental offset marking may be used. Offset markings should be on a uniform alignment and must clearly indicate that the actual facility is a specific distance away.

**LOCATION TOLERANCE ZONE**

Usually any excavation within the location tolerance zone must be performed with hand tools until the marked facility is exposed.

**PROPOSED EXCAVATION**

The location or the boundary of proposed excavations should be indicated in a color (usually white) which does not conflict with the Uniform Color Code.

**ONE-CALL DAMAGE PREVENTION SYSTEMS**

Existing one-call systems should be used to minimize damage to buried lines. Establishment of such systems is highly recommended.

**ADOPT UNIFORM COLOR CODE**

The American Public Works Association encourages all its members to urge public agencies, utilities, contractors, other associations, manufacturers and all other groups involved in underground excavation to adopt the ULCC Uniform Color Code.

ULCC Executive Committee/Chapter Committee Network

Quarterly Report (circle appropriate quarter 1, 2, 3, 4)

Report Prepared by: \_\_\_\_\_  
NAME

Representing Region \_\_\_\_\_

How many Chapter Committees in your area? \_\_\_\_\_

I. Did you attend a local Chapter meeting during this quarter? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, how many? \_\_\_\_\_

If yes, were you on the program? \_\_\_\_\_

Did you attend a local ULCC Chapter Committee during this  
quarter? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, how many? \_\_\_\_\_

II. In the space listed below please provide a brief synopsis of committee activity in  
your area. If you need additional space, attach supplemental pages to this form.

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

III.. Have any of the Chapter Committees requested the ULCC Executive Committee's  
assistance on any project, program or problem? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IV. Did you:

- a. Solicit ideas for research projects? Yes \_\_\_\_\_ No \_\_\_\_\_
- b. Solicit ideas for topics to be covered at ULCC technical sessions at the Congress? Yes \_\_\_\_\_ No \_\_\_\_\_
- c. Nominations to fill vacancies (if any) on ULCC Executive Committee or Committee Chairs? Yes \_\_\_\_\_ No \_\_\_\_\_
- d. Provide them with information on latest ULCC at national level projects? (i.e. copies of one-call directory, marking and staking manual, etc...)

And, I also: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V. Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ULCC Executive Committee/Chapter Committee Network

Quarterly Report (circle appropriate quarter 1, 2, 3, 4)

Report Prepared by: \_\_\_\_\_  
NAME

Representing Region \_\_\_\_\_

How many Chapter Committees in your area? \_\_\_\_\_

I. Did you attend a local Chapter meeting during this quarter? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, how many? \_\_\_\_\_

If yes, were you on the program? \_\_\_\_\_

Did you attend a local ULCC Chapter Committee during this  
quarter? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, how many? \_\_\_\_\_

II. In the space listed below please provide a brief synopsis of committee activity in  
your area. If you need additional space, attach supplemental pages to this form.

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

III..Have any of the Chapter Committees requested the ULCC Executive Committee's  
assistance on any project, program or problem? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

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

IV. Did you:

- a. Solicit ideas for research projects? Yes \_\_\_\_\_ No \_\_\_\_\_
- b. Solicit ideas for topics to be covered at ULCC technical sessions at the Congress? Yes \_\_\_\_\_ No \_\_\_\_\_
- c. Nominations to fill vacancies (if any) on ULCC Executive Committee or Committee Chairs? Yes \_\_\_\_\_ No \_\_\_\_\_
- d. Provide them with information on latest ULCC at national level projects? (i.e. copies of one-call directory, marking and staking manual, etc...)

And, I also: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V. Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Seattle  
Board of Public Works

Bond of Public Works



DATE: June 25, 1985

SEATTLE ENCLOSURE

1985 JUN 26 AM 8:44

TRANSMITTAL OF ORIGINAL CONTRACT AND FILING OF CONTRACT, CERTIFICATE OF INSURANCE AND PERFORMANCE BOND WITH THE CITY COMPTROLLER

ACTION	
<input checked="" type="checkbox"/>	
INFORMATION	
EUA	
JDO	
REN/LFC	

TO: Tim Hill  
(COMPTROLLER)

Superintendent of Water  
(DEPARTMENT)

CONTRACTOR: Caicos Corporation

IMPROVEMENT: Beverly Park Tank Paint, Structural Improvements, et al

JUL 15 '85

BPW #: 85-36

ORDINANCE NO: 112020 L.I.D. NO: \_\_\_\_\_ SPEC. NO: \_\_\_\_\_

THIS ORIGINAL CONTRACT, CERTIFICATE OF INSURANCE AND PERFORMANCE BOND HAVE BEEN FILED THIS 25th DAY OF June, 19 85 WITH THE CITY COMPTROLLER/CITY CLERK.

AMOUNT OF BOND: \$ 350,223.87

DATE OF CITY ATTORNEY'S APPROVAL: June 24, 1985

BONDING COMPANY: Great American Insurance Co.

LOCAL AGENT FOR BONDING COMPANY: Terese L. McConnell/Attorney-in-Fact

LOCAL AGENT FOR INSURANCE COMPANY: Corroon & Black, Inc.

RETAINED PERCENTAGE TO BE PLACED IN ESCROW WITH:

- City of Seattle
- Kitsap Co. Bank - Bainbridge

BOARD OF PUBLIC WORKS

BARBARA K. TABER  
EXECUTIVE SECRETARY

cc: City Clerk  
File: 2  
Engineering Dept.  
Caicos Corporation

24305

Your Seattle Board of Public Works  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

SEATTLE ENG. DEPT.  
1985 JUN 26 AM 8:19



MEMORANDUM

Date: June 21, 1985

To: Board of Public Works Members

From: Barbara K. Taber, Executive Secretary

*Barbara K. Taber*

Subject: Modification #8 to Federal Wage Decision #WA 84-5040

Attached is Modification #8 to federal wage decision #WA84-5040 which must be included in all public works improvement contract project manuals which contain federal funds, effective immediately.

If you have any questions, please call.

BKT:MEP:k1  
Attachment  
7/wg fedmod

cc: Doug Howell, Engineering Department ✓  
Park Engineer, Parks and Recreation Department  
Robert Snyder, Department of Administrative Services  
John Hansen, City Light  
Jim Olson, Water Department  
Bette Robbins, Seattle Center

ACTION	
<input checked="" type="checkbox"/>	
INFORMATION	
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REN/DJH	

3c

JUL 15 '85

24297

Decision No. WA84-5040 - Modification #8  
(49 FR 45532 - Nov. 16, 1984)  
Statewide Washington  
Date published in Federal Register:  
June 7, 1985

OMIT:  
FOOTNOTE "e"

ADD:  
FOOTNOTE:

- e. COMMERCIAL BUILDING AND HIGHWAY PROJECTS ONLY: LABORERS (AREA 1),  
POWER EQUIPMENT OPERATORS (AREA 1), and TRUCK DRIVERS (AREA 1):  
All Counties and portions of Counties East of the 120th Meridian  
except DOE Hanford Site in Benton and Franklin Counties.

On all projects involving one or more of the components listed below, where the dollar value of the component is less than the amount shown, the rate to be paid for work on that component shall be 80% of the base rate plus full fringe benefits. Work on any other components or on components with dollar values in excess of the amounts shown shall be paid at the full base rate plus the full fringe benefit rate.

PAVING (includes fine grading and final laydown of surface material including asphalt, bituminous surface treatments, and emulsion seal coats) \$ 75,000

CRUSHING (including delivery to the job site) 200,000

GRADING AND CLEARING (HIGHWAY ONLY) 350,000

BRIDGES (including related work such as approaches and landscaping) 500,000

UTILITIES (Storm, sanitary sewerage and facilities for the delivery of electricity, gas, communications and domestic water) Unlimited

BUILDINGS \$2,000,000 exclusive of mechanical & electrical subcontracts

EXCEPTIONS: Paving within a 45 mile radius of Spokane or Lewiston shall receive the full rate.

LABORERS ONLY: Work on building projects in which the value of the total project exceeds \$2,000,000 shall be paid the full rate plus the fringe benefit rate.

Seattle  
Board of Public Works

BPW

DATE: June 14, 1985

CONTRACTOR: Caicos Corp.  
528 Winslow Way West  
Bainbridge Island, WA 98110

SEATTLE ENG. DEPT.  
1985 JUN 19 PM 2:22

**AWARD OF CONTRACT BY BOARD OF PUBLIC WORKS**

YOU ARE HEREBY NOTIFIED THAT THE FOLLOWING CONTRACT WAS AWARDED IN REGULAR SESSION TODAY:

PROJECT: Beverly Park Tank Paint, Structural Improvements, et al

DEPARTMENT: Water

ORDINANCE NO: 112020 BPW NO: 85-36 LID NO: \_\_\_\_\_ SPEC. NO: \_\_\_\_\_

AMOUNT OF BID: \$ 324,883.00

SALES TAX: \$ 25,340.87

TOTAL AMOUNT \$ 350,223.87

CONTRACTS WILL BE DATED: June 14, 1985

ACTION	
<input checked="" type="checkbox"/>	
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JUL 9 1985

Your attention is called to Section 3-1.05 of the City of Seattle Supplement to the APWA Standard Specifications for Municipal Public Works Construction, 1976, 10th Edition, which provides that upon failure to enter into the contract and furnish the necessary bond within the time specified in Section 3-1.03 ("10 days after the date the bidder receives notification of award of contract, as evidenced by receipt from the Owner of properly prepared contract documents..."), the proposal guaranty which accompanied the bid, whether in form of a bond, check or cash deposit, shall be forfeited to the City and the City shall readvertise for such work.

YOUR EXECUTED CONTRACT, CERTIFICATE OF INSURANCE AND PERFORMANCE-PAYMENT BOND MUST BE RETURNED TO THE BOARD OF PUBLIC WORKS ON OR BEFORE: June 24, 1985

THE AMOUNT OF YOUR PERFORMANCE BOND WILL BE: \$ 350,223.87

PLEASE CALL AT THE BOARD OF PUBLIC WORKS, 400 YESLER BUILDING, ROOM 403 (625-2266) TO SIGN THE CONTRACTS.

BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
BARBARA K. TABER  
EXECUTIVE SECRETARY

- cc: Department of Labor and Industries
- Director, Office for Women's Rights
- Director, Human Rights Department
- Supervising Tax Auditor, Dept. of Licenses and Consumer Affairs
- Cindy Nowowiejski, Dept. of Labor and Industries
- File: 2
- Superintendent of Water
- Jim Olson, Water/Engineering Dept.

24082

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

*Board of Public Works*  
MEMORANDUM



ROUTING	DATE	INITIAL
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JUL 3 1985

Date: June 13, 1985  
To: Board of Public Works Members  
From: Barbara K. Taber, Executive Secretary *Barbara K. Taber*  
Subject: State Prevailing Wage Rates Update

Attached is Revision #2 to the 3-06-85 State Prevailing Wage Rates. This Revision should be included in all public works contract specifications, effective for all projects with bid opening date of June 26, 1985 or later, by addendum if necessary. This revision should be inserted after Revision #1 and in front of the existing 3-06-85 rates.

If you have any questions, please call Kristine Broome at extension 2266.

BKT:MEP:kb  
7A/modmemo2

cc: Doug Howell, Engineering Department  
Jim Olson, Water Department  
John Hansen, City Light Department  
Park Engineer, Parks and Recreation Department  
Robert Snyder, Department of Administrative Services  
Bette Robbins, Seattle Center

85 JUN 14 2:21

SEATTLE ENG. DEPT.

23980

REVISION #2

STATE PREVAILING WAGES - MODIFICATIONS TO 3-06-85 RATES

(Effective Date 6-04-85)

Change to:

BOILERMAKERS

Assistant Foreman	20.17
Blacksmith	19.67
Boilermaker	19.67
Foreman	20.92
Storage Tank Erection	19.67
Storage Tank Repair	19.67
Health & Welfare	1.90
Pension	1.25
Vacation	1.00
Apprenticeship	.10

**Overtime:** The first 2 hours in excess of 8 hours per day, Monday through Saturday, shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.



*Board of Public Works*

SEATTLE EMPLOYMENT

**LETTER OF TRANSMITTAL**

<b>TO:</b> Doug Howell, Engineering ✓ Ernie Ferrero, Parks & Recreation Rich Richmire, Seattle Center Jim Olson/Jim Miller, Water Dept.	<b>DATE:</b> 6/10/85 <b>BPW #:</b>
Bob Snyder, DAS	<b>RE:</b> Departmental Guidelines for Issuing Cost Estimates on Public Works Contracts
<b>ATTN:</b>	

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> For your information | <input type="checkbox"/> For your approval                  |
| <input type="checkbox"/> For your files                  | <input type="checkbox"/> For your signature                 |
| <input type="checkbox"/> Per your request                | <input type="checkbox"/> For your investigation             |
| <input type="checkbox"/> For your action                 | <input type="checkbox"/> For your report and recommendation |
| <input type="checkbox"/> Please return                   | <input type="checkbox"/> For review and comment             |

SEATTLE EMPLOYMENT  
1985 JUN 12 AM 9:05

ACTION REQUESTED BY: \_\_\_\_\_

**REMARKS** City Light has adopted the attached guidelines for cost estimates for public works contracts. You may find them useful in establishing your own departmental guidelines. Please forward a copy of your guideline to me when you have developed it.

**COPIES TO:**  
John O'Connor, City Light

*4c + att*

ROUTING	DATE	INITIAL
<b>ACTION</b>		
FILE		✓
<b>INFORMATION</b>		
EVA		
JOO		
PEN/05H		

**BOARD OF PUBLIC WORKS**  
*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

23870

JUN 28 1985

**Your  
Seattle  
City Light**

Randall W. Hardy, Superintendent  
Charles Royer, Mayor

June 5, 1985



RECEIVED

JUN 07 1985

EXECUTIVE SECRETARY  
DBK

Barbara K. Taber  
Executive Secretary  
Board of Public Works  
City of Seattle

Dear Ms. Taber:

On May 10, 1985, the Board of Public Works rescinded the previous guidelines for issuing cost estimates for Board of Public Works contracts and authorized member Departments of the Board to establish separate Departmental guidelines.

State law mandates certain procedures and requirements with regard to issue of estimates of cost for public works and these are detailed in RCW Chapter 39.04.

City Light Department has made an in-depth review of all past practices, legal requirements and current needs of prospective bidders and has established the following guidelines for issuance of cost estimates prepared after this date:

1. The Director, Construction Engineering, will review all estimates of cost prior to issuance by staff to prospective bidders.
2. The issuance of information regarding Engineer's Estimates of cost shall be consistent with Federal and State laws and City ordinances.
3. Preliminary Engineer's Estimates of cost for any advertised public works contract shall be issued in ranged form to any prospective bidder upon request. The extent of the range may vary but shall not exceed plus or minus twenty-five percent of the mean value of the estimate.
4. Final Engineer's Estimates of cost for any advertised public works contract, when filed with the Board of Public Works, shall be issued to prospective contractors on demand. Such final estimates will usually be filed with the Board of Public Works at the time of bid opening.

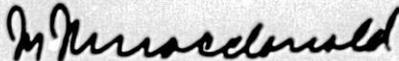
"An Equal Employment Opportunity - Affirmative Action Employer"

City of Seattle - City Light Department, City Light Building, 1015 Third Avenue, Seattle, Washington 98104 (206) 625-3000

Barbara K. Taber  
Page 2  
June 5, 1985

5. All recipients of cost information from City Light Department shall be advised that the contract, if awarded, will be awarded to the lowest and best bidder and the Engineer's Estimate of cost will not be a factor in the award.

Yours truly,



*for* Randall W. Hardy  
Superintendent

JOC:kp



SEATTLE, WASH. DEPT. OF PUBLIC WORKS

**LETTER OF TRANSMITTAL**

BPW

6/12

<b>TO:</b> Eugene V. Avery, Director of Engineering	<b>DATE:</b> 6/10/85 <b>BPW #:</b>
Room 910, Municipal Building	<b>RE:</b> Letter from Houston, Texas dated
Seattle, Washington 98104	6/3/85 requesting information on
<b>ATTN:</b> Kenneth Pausch, Sewer Utility	grease and lint interceptors

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- |   |   |
|---|---|
| <input type="checkbox"/> For your information       | <input type="checkbox"/> For your approval                  |
| <input type="checkbox"/> For your files             | <input type="checkbox"/> For your signature                 |
| <input type="checkbox"/> Per your request           | <input type="checkbox"/> For your investigation             |
| <input checked="" type="checkbox"/> For your action | <input type="checkbox"/> For your report and recommendation |
| <input type="checkbox"/> Please return              | <input type="checkbox"/> For review and comment             |
| <input type="checkbox"/> _____                      |   |

ACTION	
JGR/KWP	
INFORMATION	
EVA	
JTD	

6-28-85

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COPIES TO:  
 Henry N. Gregory, Jr.

BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
 Barbara K. Taber  
 Executive Secretary

23843



# CITY OF HOUSTON

Post Office Box 1562 Houston, Texas 77251

Kathryn J. Whitmire, Mayor

CITY COUNCIL MEMBERS: Larry McKaskle • Ernest McGowen, Sr. • George Greanias • Rodney Ellis • Frank O. Mancuso • John G. Goodner • Christin Hartung  
Dale M. Gorczyński • Ben T. Reyes • Jim Westmoreland • Eleanor Tinsley • Jim Greenwood • Anthony W. Hall, Jr. • Judson Robinson, Jr. • CITY CONTROLLER: Lance Laird

June 3, 1985

~~Ms. Barbara K. Taber  
Director  
Department of Public Works  
Seattle, Washington~~

*SEWER UTILITY  
Seattle Engineering Dept.*

Dear Ms. Taber:

The Wastewater Division in the Department of Public Works, City of Houston is currently gathering information on the variety of regulations and standards concerning the use of grease and lint interceptors for pretreating the effluent from food service establishments, washaterias, service stations and other users discharging high quantities of grease, lint, and/or mud.

We are considering upgrading the present City of Houston standards for grease and lint interceptors and hope that you can provide us with helpful information. The enclosed questionnaire has been devised to indicate your department's regulations concerning the use of grease and lint interceptors and your satisfaction with them. Please complete the questionnaire and send it along with any additional information such as regulations concerning the use and design of such interceptors and drawings of required or recommended interceptors to:

Wasteload Control Branch  
Wastewater Division  
Department of Public Works  
City of Houston  
P. O. Box 1562  
Houston, Texas 77251  
Attention: Jill Freidmutter

If you are not the appropriate contact for this information exchange, please forward this letter to the appropriate person, or send the names, addresses and phone numbers of such persons to the above address.

Your time, consideration, and prompt response is greatly appreciated.

Sincerely,

*Henry M. Gregory, Jr.*  
Henry M. Gregory, Jr.  
Manager  
Wasteload Control Branch  
Wastewater Division

RECEIVED

JUN 10 1985

EXECUTIVE SECRETARY  
BOARD OF PUBLIC WORKS

HNG:MNP:JAF:sr

NAME \_\_\_\_\_  
DEPARTMENT \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_

We have a problem with grease build-up in the sewers. \_\_\_\_\_ no \_\_\_\_\_ yes

We require grease, lint, or mud interceptors \_\_\_\_\_ no \_\_\_\_\_ yes  
for the following users:

- \_\_\_\_\_ full service restaurant
- \_\_\_\_\_ other food service restaurants
- \_\_\_\_\_ washaterias
- \_\_\_\_\_ wash racks (car washes)
- \_\_\_\_\_ service stations
- \_\_\_\_\_ other \_\_\_\_\_

We require interceptors to be pumped \_\_\_\_\_ no \_\_\_\_\_ yes  
\_\_\_\_\_ weekly \_\_\_\_\_ monthly \_\_\_\_\_ biannually \_\_\_\_\_ yearly

We have an accountability system to assure that interceptors are pumped as required.  
\_\_\_\_\_ no \_\_\_\_\_ yes

Our standards for discharge into the sewers are:  
\_\_\_\_\_ BOD \_\_\_\_\_ TSS \_\_\_\_\_ Grease and Oil \_\_\_\_\_

We have found the use of interceptors  
\_\_\_\_\_ is effective in attaining the discharge standards.  
\_\_\_\_\_ provides some removal of pollutants but does not attain the standard.  
\_\_\_\_\_ is ineffective.

We have done studies on the effectiveness of grease, lint, and mud interceptors.  
\_\_\_\_\_ no \_\_\_\_\_ yes

Other Information (including suggestions for improvement).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please send this and a copy of applicable regulations, drawings, and studies to:

Jill Freidmutter  
Wasteload Control Branch  
Wastewater Division  
Department of Public Works  
City of Houston  
P. O. Box 1562  
Houston, Texas 77251

BPW

# Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

June 6, 1985

SEATTLE TIMES  
1985 JUN 11 PM 2:44



Re: The City of Seattle Official Newspaper for 1986

Ms. Marlaina Kiner, Director  
Human Rights Department  
City of Seattle

Dear Ms. Kiner:

The Board of Public Works requests a waiver of the WBE and MBE set aside percentages for The City of Seattle Official Newspaper for 1986 contract. The Board is both the administering and awarding agency for this contract. The 1985 rate charged to City departments for placement of advertisements in the Daily Journal of Commerce, the firm awarded the contract for 1985, was \$4.70 per column inch.

The purpose of the City Official Newspaper, as set forth in Article VII, Section 5, of the City Charter is to "publish all official proceedings required by law to be published." The Charter directs that the Board of Public Works shall award the contract "after a call for bids from the daily newspapers of general circulation published in the City at least six(6) days per week."

We are not aware of any WBE or MBE firms who could meet the requirements to be awarded The City of Seattle Official Newspaper contract, nor are there portions of the work which could be subcontracted out to other firms. The primary supplies involved in providing for the printing of The City of Seattle Official Newspaper are paper and ink. For both paper and ink, there are only a few firms in the area that can supply these items and none of them are WBE or MBE firms.

If you have any questions regarding this request, please call Barbara Taber at extension 2266. Attached is a draft copy of the bid specification for the subject contract.

Very truly yours,

BOARD OF PUBLIC WORKS

Barbara K. Taber  
Executive Secretary

BKT:wc

cc: Board of Public Works Members

ACTION		
INFORMATION		
EWA		
JDO		
REN	ABW	FSY
	DJH	

JUN 28 1985

23842

*Board of Public Works*  
**Your  
 Seattle  
 Board of Public Works**

Barbara K. Taber, Executive Secretary  
 Charles Royer, Mayor

SEATTLE INCIDENT

1985 JUN -4 AM 9



MEMORANDUM

**Date:** June 3, 1985  
**To:** All Board Members  
**From:** Barbara K. Taber, Executive Secretary  
**Subject:** Summer Meeting Schedule for Board of Public Works

ROUTING	DATE
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	m-stuff

*Barbara K. Taber*  
 JUN 20 1985

The Board meeting of Friday, July 5, 1985 has been cancelled and will not be rescheduled.

There is still some question about the availability of a quorum for August 16, 1985. I should know by the first of August if it will be necessary to cancel the August 16th meeting.

BKT:wc

23610

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*Board of Public  
Works*

MEMORANDUM

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ROUTING	DATE	INITIAL
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INFORMATION		
SVA		
JDD		
REN	DJH	
	LFC	

**Date:** June 3, 1985

**To:** Board of Public Works Members

**From:** Barbara K. Taber, Executive Secretary

*Barbara K. Taber*

**Subject:** Modification #7 to Federal Wage Decision #WA 84-5040

JUN 24 1985

Attached is Modification #7 to federal wage decision #WA84-5040 which must be included in all public works improvement contract project manuals which contain federal funds, effective immediately.

If you have any questions, please call.

BKT:MEP:k1  
Attachment  
7/wgfedmod

cc: Doug Howell, Engineering Department  
Park Engineer, Parks and Recreation Department  
Robert Snyder, Department of Administrative Services  
John Hansen, City Light  
Jim Olson, Water Department  
Bette Robbins, Seattle Center

05 JUN 6 9:28

SEATTLE ENG. DEPT.

23716

	Basic Hourly Rates	Fringe Benefits
<b>PAINTERS:</b>		
Area 1:		
Drywall Taper	14.67	2.59
Area 4:		
Striper	16.65	1.83
<b>SHEETMETAL WORKERS:</b>		
Area 3	20.04	4.54
<b>TERRAZZO WORKERS;</b>		
<b>TILE SETTERS:</b>		
Area 2	16.48	2.00
Area 7	17.44	3.43
<b>LINE CONSTRUCTION:</b>		
Group 6:		
Head Groundman (chipper)	13.66	
Fringe Benefits:		
Groups 1 to 3		3.25+3½%
Groups 4 to 7		3.25+3½%
<b>ELECTRONIC TECHNICIANS:</b>		
Area 1	12.82	1.12+3%
<b>ADD:</b>		
<b>ELECTRONIC TECHNICIANS:</b>		
Area 3:		
Grays Harbor, Lewis, Mason, Pierce, Pacific, and Thurston Counties	14.00	7.4%

\*\*\*\*\*

Decision No. WA84-5040 - Modification #7  
 (49 FR 45532 - Nov. 16, 1984)  
 Statewide Washington  
 Date published in Federal Register:  
 May 17, 1985

	Basic Hourly Rates	Fringe Benefits
<b>ADD:</b>		
<b>CARPENTERS:</b>		
Area 2:		
Buildings under \$500,000 and		
Bridges under \$350,000:		
All Classifications	\$15.00	\$2.81

	Basic Hourly Rates	Fringe Benefits
<b>LABORERS:</b>		
Area 2:		
(See Footnote "f" regarding cost of project)		
On projects as described in Footnote "f" the following rates apply:		
Group 1	\$ 8.46	\$3.43
Group 2	10.78	3.43
Group 3	12.69	3.43
Group 4	13.20	3.43
Group 5	13.40	3.43
Area 5: Kittitas, Yakima, and the parts of Chelan, Douglas, and Okanogan Cos. lying West of the 120th Meridian. (See Footnote "g" regarding cost of project.)		
On projects described in Footnote "g" the following rates apply:		
Group 1	\$ 8.46	\$3.43
Group 2	9.60	3.43
Group 3	9.60	3.43
Group 4	9.98	3.43
Group 5	10.27	3.43
All other work not covered in Footnote "g":		
Group 1	\$ 8.46	\$3.43
Group 2	10.78	3.43
Group 3	12.00	3.43
Group 4	12.48	3.43
Group 5	12.84	3.43
<b>POWER EQUIPMENT OPERATORS:</b>		
Area 2:		
(See Footnote "g" regarding cost of project)		

	Basic Hourly Rates	Fringe Benefits
On projects as described in Footnote "g" the rate for each group shall be 85% of the base rate plus full fringe benefits.		
Area 5: Kittitas, Yakima, and the parts of Chelan, Douglas and Okanogan Cos. lying West of the 120th Meridian (See Footnote "g" regarding cost of project) On projects as described in Footnote "g" the rate for each group shall be 65% of the base rate plus full fringe benefits.		
All other work not covered by Footnote "g", the following rates apply:		
Group 1	\$16.73	\$4.16
Group 2	16.23	4.16
Group 3	15.74	4.16
Group 4	15.43	4.16
Group 5	15.11	4.16
Group 6	13.33	4.16
TRUCK DRIVERS:		
Area 2:		
All Counties and portions of Counties lying West of the 120th Meridian except those enumerated in Area 3.		
Includes the		

Northern portion of Pacific, and all of Kittitas and Yakima Counties. (See Footnote "g" regarding cost of project) On projects as described in Footnote "g" the rate for each group shall be 85% of the base rate plus full fringe benefits.

**NOTE:** Classification descriptions for LABORERS and POWER EQUIPMENT OPERATORS in Area 5 are identical to those in Area 2 contained in the Wage Decision.

**CHANGE:**

**FOOTNOTE "e"**

e. LABORERS (Area 1), POWER EQUIPMENT OPERATORS (Area 1), and TRUCK DRIVERS (Area 1):  
 All Counties and portions of Counties East of the 120th Meridian except DOE Hanford Site in Benton and Franklin Counties:  
 On all projects involving one or more of the components listed below, where the dollar value of the component is less than the amount shown, the rate to be paid for work on that component shall be 80% of the base rate plus full fringe benefits. Work on any other components or on component with dollar values in excess of the amounts shown shall be paid at the full base rate plus the full fringe benefit rate.

**Paving** (including fine grading and final laydown of surface material including asphalt, bituminous surface treatments, and emulsion seal coats)  
 \$ 75,000

**Crushing** (including delivery to job-site)  
 \$200,000

**Grading & Clearing** (highway only)  
 \$350,000

**Bridges** (including related work such as approaches and landscaping)  
 \$500,000

WAB4-5040 - Modification (continued)

Utilities (storm, sanitary sewerage and facilities for the delivery of electricity, gas, communications and domestic water)  
Unlimited

Buildings

\$2,000,000 exclusive of mechanical and electrical subcontracts

EXCEPTIONS: Paving within a 45 mile radius of Spokane or Lewiston shall receive the full rate.

Laborers only: For work on buildings over \$2,000,000, excluding mechanical and electrical, shall receive the full rate on all components including any that fall below the amounts shown.

CHANGE:

LINE CONSTRUCTION:

Fringe Benefits:

Groups 1 to 3	\$3.25 + 3½%
Groups 4 to 7	\$2.55 + 3½%

ADD:

FOOTNOTE "f"

f. LABORERS (Area 2):

Reduced rates as indicated in the wage decision may be paid on projects which involve work on structures such as buildings, bridges, or docks which have a total value of less than \$1.5 million, excluding the cost of electrical, mechanical and utilities. These rates may also be paid on projects where no building is involved which have a total value of less than \$1 million, surfacing and paving included but utilities excluded. For the purposes of this footnote, utilities are defined to include sanitary and storm sewerage and facilities for the delivery of water, electricity, gas and communications.

FOOTNOTE "g"

g. LABORERS (Area 5), POWER EQUIPMENT OPERATORS (Area 2 and Area 5), and TRUCK DRIVERS (Area 2):

Reduced rates, as indicated in the wage decision, may be paid on the following kinds of projects:

1. Marine type projects (docks, wharfs & similar) which have a total value of less than \$150,000.
2. Projects involving work on non-marine structures, such as buildings and bridges, which have a total value of less than \$1.5 million, excluding the mechanical, electrical and utility portions of the contract.
3. Non-marine projects where no building is included which have a value of less than \$1 million, surfacing and paving included, but utilities excluded.

For the purposes of this footnote, utilities are defined to include sanitary and storm sewerage and facilities for the delivery of water, electricity, gas and communications.

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

SEATTLE ENG. DEPT.



*Board of Public Works*

85 JUN 17 A 9:41

LETTER OF TRANSMITTAL

TO: Marlaina Kiner	DATE: 5/31/85	BPW #:
Director, Human Rights Department	RE: Board of Public Works WMBE	
	Report for April 1985	
ATTN: Randy Gainer		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return
- \_\_\_\_\_

- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

ROUTING	DATE	INITIAL
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*3c*

ACTION REQUESTED BY: \_\_\_\_\_

1111 3 1985

REMARKS All construction contracts were awarded by competitive bid. All consultant contracts were awarded based upon negotiation. None of the contractors awarded contracts were non-profit firms. Debra Trucking is a substitution for Frank Paduano. Frank Paduano was reported in the August 1984 WMBE Report.

COPIES TO:

Board of Public Works Members  
Office for Women's Rights

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

.24007

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

*Board of Public Works*

MEMORANDUM

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	DJH



4C

JUN 18 1985

**Date:** May 28, 1985  
**To:** Board of Public Works Members  
**From:** Barbara K. Taber, Executive Secretary *Barbara K. Taber*  
**Subject:** State Prevailing Wage Rates Update

As you know, I regularly send you updates of the State Prevailing Wage Rates to include in public works specifications. Because there are only a few changes from the March 6, 1985 rates, I have not sent you a total set of all revised prevailing wage rates. Rather, I have attached only the revisions to the March 6, 1985 rates (Revision #1). This Revision should be included in all public works contract specifications, effective for all projects with a bid opening date of June 12, 1985 or later, by addendum if necessary. The revision should be inserted at the front of the existing March 6, 1985 rates in the specifications.

If you have any questions, please call Kristine Broome at extension 2266.

BKT:MEP:kb  
7A/modmemo1

cc: Doug Howell, Engineering Department ✓  
Jim Olson, Water Department  
John Hansen, City Light Department  
Park Engineer, Parks and Recreation Department  
Robert Snyder, Department of Administrative Services  
Bette Robbins, Seattle Center  
William Woodward, Construction and Land Use

85 MAY 31 A 9: 04

CITY OF SEATTLE, ENG. DEPT.

22523

An equal employment opportunity - affirmative action employer.

Board of Public Works Department, 400 Yesler Building, Room 403, Seattle, Washington 98104, (206) 625-2266  
Board of Public Works: George Pernsteiner, Chairman, Dir. of Administrative Services: Eugene V. Avery, Dir. of Engineering:  
Kenneth M. Lowthian, Supt. of Water, Randall Hardy, Supt. of City Light, Walter R. Hundley, Supt. of Parks and Recreation

REVISION #1

STATE PREVAILING WAGES - MODIFICATIONS TO 3-06-85 RATES

(Effective Date 5-13-85)

Change to:

REFRIGERATION AND AIR CONDITIONING MECHANICS

Air Conditioning Mechanic	18.62
Refrigeration Mechanic	18.62

Health & Welfare	1.20
Pension Fund	2.18
Vacation Fund	2.18
Training Fund	.16
Dental	.41

Change to:

SOFT FLOOR LAYERS

Carpet Layers	17.30
Linoleum Layers	17.30
Plastic, Resilient, Metal Tile layer	17.30
Seamless Surface Coating Installer	17.30

Apprenticeship:	.17
Health and Welfare	1.16
Pension	1.50

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week, Monday through Friday, shall be paid at one and one-half times the regular rate of pay. All hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

BPW

# Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



SEATTLE ENG. DEPT.

1985 MAY 20 PM 2 08

## LETTER OF TRANSMITTAL

<b>TO:</b> All Board Members	<b>DATE:</b> 5/17/85	<b>BPW #:</b>
	<b>RE:</b> Central Contractors Association	
	response to AGC proposal re WMBE	
<b>ATTN:</b>	Ordinance amendments	

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return
- \_\_\_\_\_

- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

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JUN 7 1985	

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS \_\_\_\_\_

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COPIES TO:

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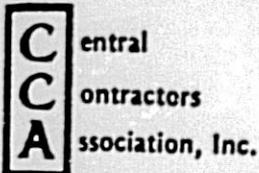
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BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
 Barbara K. Taber  
 Executive Secretary

22938



ASSISTANCE TO MINORITY CONTRACTORS

P.O. BOX 14092, SEATTLE, WA 98114/(206) 725-2200

May 8, 1985

RECEIVED

MAY 13 '85

HUMAN RIGHTS DEPT.

**OFFICERS**

Reginald Frye, President  
Herold Wright, Chairman of the Board  
John Ireland, Treasurer  
Wilson Gully, Secretary  
Gerald Wong, Vice President

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Stan Sakoy

**EXECUTIVE ADVISORY BOARD**

Sid Strong  
Richard Hutchinson  
Ray Swett  
Craig Nelson  
John Selter  
Don Birkin  
Robert Ryan  
James Dwyer

Marlaina Kiner  
Director  
Seattle Human Rights Department  
105-14th Avenue  
Seattle, Washington 98122

Re: AGC Proposal - Five Day Delay to Name MWBE  
Subcontractors

Dear Marlaina,

The Central Contractors Association is not surprised that in the letter to Councilmember Williams AGC infers that City Departments concur with the changes it advocates. In the absence of a WSDOT representative, AGC inferred in its meeting with CCA that WSDOT concurred with AGC.

Nor is CCA surprised that AGC omitted to inform Ms. Williams that CCA, the Regional Chapter of the National Association of Minority Contractors, the Pierce County Minority Contractors and the Association of Women Contractors have rejected the AGC proposal.

Recognizing that AGC is a consistent adversary to MWBE regulations, means that any suggestions/proposals for MWBE regulation changes are to benefit its constituency and not the MWBE's for whom the regulations were established to benefit. We wonder why AGC has not ever proposed something which will benefit all parties involved.

As a footnote, Black contractors are especially concerned that the Western Regional Conference of AGC chapters selected to hold their meeting in South Africa. All minority contractors are concerned by the AGC publication of the "Red Book" explaining how to circumvent MWBE programs.

Marlaina Kiner  
May 8, 1985  
Page 2

Attached for your review is correspondence stating the position of CCA to the AGC proposal. This position has not changed.

Following is the CCA critique of the proposal submitted to Ms. Williams.

AGC states that 'In the normal process of assembling a bid for a public works project, the prime contractor receives subcontractor bids by telephone up to the last hour and less before the bid is due.' This statement refers to all subcontractor bids, which includes non-MWBE subcontractors. Therefore, AGC is saying accepting subcontractor bids from MWBE's (known and unknown) must be different from accepting subcontractor bids from non-MWBE's (known and unknown). It is accepted industry practice that the prime contractor's responsibility in accepting subcontractor bids has the option and the decision to accept or reject bids whether from a known, unknown, low, medium or high subcontractor. This practice did not begin with the advent of MWBE programs and is standard procedure in the absence of MWBE programs.

Then we ask, does a prime use other than the low bid of a non-MWBE with whom he is familiar and jeopardize his chance of being low bidder and receiving the contract, or is he forced to use the low bid from a company he may know nothing about?

The City's requirement of specifying MWBE subcontractors at the time of bid opening does not ignore accepted industry practices because The City does require that subcontractors to be used by a prime, over a specified dollar amount, must be listed at time of bid.

Therefore, are we to assume that the forms for specifying non-MWBE subcontractors much less complicated resulting in fewer 'paper' errors?

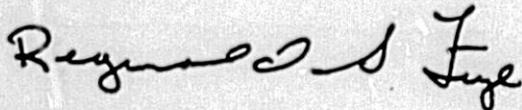
Since The City does not require that subcontractors are bondable, does a prime in accepting bids from a non-MWBE determine at that time if the known or unknown subcontractor is bondable?

The AGC prides itself on its communication system of keeping its members informed. Seminars and workshops are sponsored by it regularly. It would seem that considering the years in which The City's ordinance has been in existence that the AGC members would have been trained how to complete the required forms; would be familiar with the MWBE's who bid public works projects; would understand how to comply with The Ordinance to be responsive. The mere astuteness in these accomplishments would eliminate the expense of The City with MWBE problems - which by the way MWBE's are seldom prime contractors on public works projects.

Marlaina Kiner  
May 8, 1985  
Page 3

CCA believes that The City of Seattle will not be swayed by businesses who are determine to subvert a program even by taking turns as the sacrificial lamb of not being responsive.

Sincerely,

A handwritten signature in cursive script that reads "Reginald S. Frye". The signature is written in dark ink and is positioned above the typed name.

Reginald S. Frye  
Special Assistant to the President

RSF/k1

cc: Mayor Charles Royer  
Councilman Norm Rice  
Councilman Sam Smith  
Councilwoman Jeanette Williams

ASSISTANCE TO MINORITY CONTRACTORS

P.O. BOX 14092, SEATTLE, WA 98114/(206) 725-2200

January 21, 1985

OFFICERS

Reginald Frye, President  
Harold Wright, Chairman of the Board  
John Breland, Treasurer  
Wilson Gully, Secretary  
Gerald Wong, Vice President

BOARD MEMBERS

Bertram Daley  
Stan Belay

EXECUTIVE ADVISORY BOARD

Sid Strong  
Richard Hutchinson  
Ray Swett  
Craig Nelson  
John Baker  
Don Sirkin  
Robert Ryan  
James Dwyer

Mr. Don Bocek, President  
Seattle Chapter, AGC  
1200 Westlake Avenue North  
Seattle, Washington 98109

Dear Mr. Bocek,

Thank you for inviting CCA to meet to discuss AGC's concerns with the Washington State Department of Transportation specifications requiring prime contractors to name WMBE firms at the time of bid opening. CCA thinks it is important that opportunities for dialogue with AGC exists. Nevertheless, we also realize that even with verbal exchange of ideas and thoughts at best does not always leave the participants with an understanding.

To reiterate CCA's position and our suggestion to resolve this dilemma is as follows.

CCA finds no reason to change the WSDOT regulations.

As we stated, however, CCA does feel that a solution of changing the time for bid opening from 10AM to 3PM affords more time for prime contractors to receive bids to finalize their bid.

Changing the regulations will not save the State money. Conversely, the five day period has cost the State money through rebids and delays in awards because of potential lawsuits, and it has also cost M/WBE firms considerable money. The five day period creates an environment for possible collusion and shopping of bids. This process essentially uncompetitively pits MBE's against MBE's and WBE's against WBE's.

When the five day period was in effect, the complaints from prime and M/WBE firms precipitated the change to the present regulation. Prime contractors complained that they could not get any bids from M/WBE's - then attempted to influence the lowering of the M/WBE goals. M/WBE firms complained that it did not make any sense to spend the money to prepare bids and then either have to later negotiate their bid, or not be contacted after bid opening, or discover that other M/WBE's had been contacted after bid opening who had not bid at all.

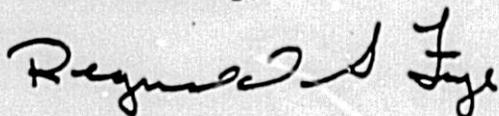
Mr. Don Bocek  
Page Two

Members of CCA are aware of which primes the other members have bid to. It causes unnecessary disruption when one member is contacted by a prime after the bid opening to negotiate prices and knows that another CCA member had already submitted a quote.

No other MWBE entity currently follows this process recommended by AGC. It did not work in the past nor has the climate which encourages bid shopping changed.

CCA was expecting AGC to offer other alternatives to the time delay period. Since the meeting was not conducive to discussing and exploring additional suggestions and ended in an impasse CCA did not mention other recommendations. However, we are interested in continuing the dialogue if AGC is interested.

Yours sincerely,



Reginald S. Frye  
Special Assistant to the President

RSF/ej

BKW

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

SEATTLE ENG. DEPT.  
1985 MAY 20 PM 2:08



May 10, 1985

Re: Position Title Changes for the Board of Public Works

Mr. Everett Rosmith  
Acting Director of Personnel  
City of Seattle

Dear Mr. Rosmith:

JUN 7 1985

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The Board of Public Works requests that you prepare and forward to the City Council legislation necessary to change the titles of Executive Secretary, Board of Public Works and Assistant Secretary, Board of Public Works to Executive Director, Board of Public Works and Assistant Executive Director, Board of Public Works, respectfully.

The term "secretary" to describe the functions performed by these two positions is an outmoded one, dating back to the 1800s. "Director" more adequately describes the actual work performed. Additionally, "secretary" causes confusion for members of the general public when dealing with the Board. It is often difficult to convince people that the Executive Secretary or Assistant Secretary are not clerical personnel. Some have initially refused to speak with the Executive Secretary on the telephone, because they want to speak to the "person in charge". Changing the titles will eliminate this kind of problem.

I have attached amendments to Seattle Municipal Code 3.44.050 and 20.48.070 which reference the title Executive Secretary. The term Executive Secretary is not in the City Charter.

Thank you for your consideration of this matter. If you have any questions or need additional information, please feel free to call me, Barbara Taber, or Mike Purdy.

Sincerely,

BOARD OF PUBLIC WORKS

George Pernsteiner  
Chairman

BKT:MEP:wc

cc: Eugene V. Avery, Director of Engineering  
Walter R. Hundley, Supt. of Parks & Recreation  
Kenneth M. Lowthian, Superintendent of Water  
Randall Hardy, Superintendent of City Light

Attachments

22936

ORDINANCE \_\_\_\_\_

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AN ORDINANCE relating to the Board of Public Works; amending SMC 20.48.070 to change the title of Executive Secretary to Executive Director.

BE IT ORDAINED BY THE CITY AS FOLLOWS:

Section 1. SMC 20.48.070 (Ordinance 112018, Section 1) is amended as follows:

20.48.070 DAILY ADMINISTRATIVE CHARGES

There is hereby imposed a charge of sixteen dollars (\$16.00) per regularly scheduled City employee working day from the date of notice to proceed to date of acceptance of the project as to each and every public works contract administered by the Board of Public works with the exception of contracts for consulting services, other service contracts, and tree or plant establishment portions of landscaping contracts; provided, that the Board of Public Works may, for just cause, upon petition by a department, reduce the charges imposed from the date of completion of the project to date of acceptance of the project. Such charge shall be computed by the Executive (~~Secretary~~) Director of the Board of Public Works and billed to the department or fund for which such contract is administered, and receipts therefrom shall be deposited in the General Fund.

Section...<sup>2</sup>... This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the..... day of....., 19 ..,  
and signed by me in open session in authentication of its passage this..... day of  
....., 19 ...

President..... of the City Council.

Approved by me this..... day of....., 19 ...

Mayor.

Filed by me this..... day of....., 19 ...

Attest:.....  
City Comptroller and City Clerk.

(SEAL)

Published.....

By.....  
Deputy Clerk.

ORDINANCE \_\_\_\_\_

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AN ORDINANCE relating to the Board of Public Works; amending SMC 3.44.050 to change the title of Executive Secretary to Executive Director.

BE IT ORDAINED BY THE CITY AS FOLLOWS:

Section 1. SMC 3.44.050 (Ordinance 107785, Section 5) is amended as follows:

3.44.050 EXECUTIVE ((~~SECRETARY~~)) DIRECTOR.

The Board shall appoint an Executive ((~~Secretary~~)) Director. The Executive ((~~Secretary~~)) Director shall appoint, supervise and control employees of the Board of Public Works, subject to personnel ordinances and rules of the city. The Executive ((~~Secretary~~)) Director shall keep the Board's office at the place where the meetings of the Board are held, which shall be kept open during business hours, and at such other hours as the Board may direct. The Executive ((~~Secretary~~)) Director shall keep a complete record of all the proceedings of the Board, and shall perform such other duties as the Board may direct.

Section 2..... This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the.....day of....., 19 .....,  
and signed by me in open session in authentication of its passage this.....day of  
....., 19 .....

President.....of the City Council.

Approved by me this.....day of....., 19 .....

Mayor.

Filed by me this.....day of....., 19 .....

Attest:.....  
City Comptroller and City Clerk.

(SEAL)

Published.....

By.....  
Deputy Clerk.

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

*Board of Public Works*

SEATTLE ENG. DEPT

05 JUN 12 P 2: 03



LETTER OF TRANSMITTAL

<b>TO:</b> Marlaina Kiner	<b>DATE:</b> 5/10/85	<b>BPW #:</b>
Director, Human Rights Department	<b>RE:</b>	Board of Public Works WMBE
		Report for March 1985
<b>ATTN:</b> Randy Gainer		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return
- \_\_\_\_\_

- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

ROUTING	DATE	INITIAL
ACTION		
FILE		
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		LFC

*SC + att*

JUL 1 1985

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS All construction contracts were awarded by competitive bid. All consultant contracts were awarded based upon negotiation. None of the contractors awarded contracts were non-profit firms.

COPIES TO:

Board of Public Works Members

Office for Women's Rights

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

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

23898

BOARD OF PUBLIC WORKS WMBE REPORT - CONSTRUCTION CONTRACTS

MARCH 1985

BPW NO	FUNDING SOURCE	NAME OF CONTRACTOR	WMBE, MBE, OR WMBE	NAME OF PROJECT	DATE OF AWARD OR SUB APPROVAL	AMOUNT OF PRIME CONTRACT	NAME OF WMBE CONTRACTOR/SUBCONTRACTORS	WMBE, MBE, OR WMBE	CONTRACT TYPE (Sub=1; Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF WMBE PARTICIPATION
84-89	ACSF/FAUS	West Coast Const. Co.		Lk. Union Bikeway Phase II (Valley St.)	03-01-85	218268.10	D.R. Craig Const. Co.	WMBE	1 Railroad Tile Curb	6581.00
84-89						0.00	TNT Concrete	WMBE	1 Concrete Curb	6252.00
84-89						0.00	JAS Electric Co.	WMBE	1 Auger 24" holes	12220.00
84-89						0.00	Hot Mix Pavers	WMBE	1 Asphalt Paving	7200.00
84-89						0.00	Kaspac	WMBE	1 Pavement Marking	6514.00
84-89						0.00	National Concrete Cut.	WMBE	1 Pavement Sawing	700.00
85-6	Light	Fuji Hydromulch, Ltd.		Lawn Maintenance Program 1985 - South	03-01-85	16184.00	NO WMBE PARTICIPATION	WMBE	1 Mechanical	75000.00
85-7	Light	Francisco's Gardening		Lawn Maintenance Program 1985 - North	03-01-85	18768.00	NO WMBE PARTICIPATION	WMBE	1 Steel, Structural	21653.00
85-5	Water	A.G. Thayer Co.		Landsburg Disinfection Improvements	03-08-85	302190.00	M.A. Griffin Company	WMBE	1 Electrical	20934.00
85-5						0.00	Holland Fabricator	WMBE	1 Painting	6900.00
85-5						0.00	Perea Electrical	WMBE	1 Site Work	20800.00
85-5						0.00	C.W. Painting	WMBE	1 Site Work	29000.00
85-8	Light	WIII Construction Co.		115 KV Bus Rebuild at Canal Substation	03-15-85	1144100.00	Kuebler, Inc.	WMBE	1 Electrical	377000.00
85-8						0.00	Foss Co.	WMBE	1 Concrete	75000.00
85-8	Water	Constructors-Pamco		Tolt River So. Fork Dam Safety Imp.	03-15-85	829400.00	Moss Const.	WMBE	1 Fabricate Ring Gate	125000.00
85-11						0.00	Rivera & Green	WMBE	1 Electrical	7000.00
85-11	CDBG	Westmiller Const.		37th Avenue So. Park Comfort Station	03-15-85	52730.00	Circle Electric	WMBE	1 Mechanical	12080.00
85-12						0.00	Magnolia Plumbing & Heat	WMBE	1 Railing	29260.00
85-17	60SB	Butler Sealant		Second Avenue Extension South	03-29-85	414582.50	Wespac Const., Inc.	WMBE	1 Painting	36700.00
85-17						0.00	Astro Painting Co.	WMBE	1 Traffic Marking	2155.50
85-17						0.00	Kaspac	WMBE	1 Excavation	27300.00
85-17						0.00	Rivera & Green	WMBE	1 Pavement Marking	442.50
84-56	Sub Apprvl	Klokstad Const. Co.		Mithun Place Northeast Paving, etc.	03-01-85	0.00	Kaspac	WMBE	1 Painting	9200.00
84-41	Sub Apprvl	J.P., Inc.		Jackson Park Golf Course Maintenance	03-01-85	0.00	C.W. Painting	WMBE	1 Landscaping	150.00
84-20	Sub Apprvl	Falton Construction		Lk. Wash. So. Beaches CSO, Contract 1	03-08-85	0.00	Living Arts Landscaping	WMBE	1 Landscaping	555.00
84-68	Sub Apprvl	Felton Construction		Lk. Wash. Beaches So. CSO, Contract 2	03-15-85	0.00	Living Arts Landscaping	WMBE	1 Drywall, Painting	34400.00
84-70	Sub Apprvl	Barry J. Lamb, Inc.		Center House Entertainment Facility	03-22-85	0.00	Southeast Alaska Const.	WMBE	1 Asphalt Concrete	15000.00
84-29	Sub Apprvl	Valley Cement Const.		North Pacific St. et al Phase II	03-29-85	0.00	Hot Mix Pavers	WMBE		

\*\*\* FINAL TOTALS \*\*\*

2996222.60

964997.00

BOARD OF PUBLIC WORKS MBE REPORT - CONSULTANT CONTRACTS

MARCH 1985

CONTRACT NUMBER	FUNDING SOURCE	NAME OF CONTRACTOR	MBE, MBE, OR, WMBE	NAME OF PROJECT	DATE OF AWARD	AMOUNT OF PRIME CONTRACT	NAME OF MBE CONTRACTOR/SUBCONTRACTORS	MBE, MBE, OR, WMBE	CONTRACT TYPE (Sub=1); (Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF MBE PARTICIPATION
Supp. Agree. #3	CIP	J.M. Montgomery		Design of Eastside Reservoir	03-01-85	0.00	NO MBE PARTICIPATION		1 Survey	1500.00
Supp. Agree. #1 Amendment #1	Water	Economic & Engineering		Toit River Water Quality Protect.	03-08-85	8870.00	NO MBE PARTICIPATION		1 Inspection	6639.00
Amend. 1/T84-8	FT	Geo Recon International		Arch. survey of Discovery Park	03-08-85	4875.00	NO MBE PARTICIPATION		4 Structural	22081.00
Contract	UMTA	Raymond Kaiser Engineers		Monorail Rehabilitation/Upgrade	03-08-85	0.00	NO MBE PARTICIPATION		1 Drafting	825.00
Supp. 2/P82-21	Light	R.W. Beck		Multidisciplinary Consulting	03-08-85	150000.00	NO MBE PARTICIPATION		1 Drafting	1500.00
Supp. 1/S84-38	Sewer	Walker & Associates, Inc Constructioneering		Annual Photogrammetry Services Third Ave. NW Sewer Rehab.	03-15-85	0.00	NO MBE PARTICIPATION		1 Civil	5850.00
Agree 2A/T81-15	ADF	Entranco Engineers, Inc.		Alaskan Way Value Engineering	03-15-85	0.00	Centrac Associates, Inc.		4 Lighting Design	3653.00
Agree. H84-23	ACSF	Sejan, Inc.	MBE	Lakeside Ave. So. Retaining Wall	03-15-85	26881.00	NO MBE PARTICIPATION		1 Civil	14729.00
Supp. 6/S83-7	Sewer/Wtr	Pool Engineering, Inc.		SR-90 So. Irving St. Utility	03-22-85	0.00	Sajan, Inc.		1 Electrical	3190.00
Supp. 2A/T81-14	60SB	Centrac Associates, Inc.	MBE	So. Spokane St. Rail Replacement	03-22-85	14729.00	Centrac Associates, Inc.		1 Surveying	6600.00
Agree. H84-37	ACSF/FASP	Tudor Engineering		So. Graham Street Paving	03-29-85	57103.96	Mereditth Construction		1 Drafting	800.00
Supp. Agree. 10	Water	Pool Engineering, Inc.		Design Maple Leaf Pump Station #1	03-29-85	0.00	NO MBE PARTICIPATION		1 Pipeline Layout	3200.00
Contract	Water	CH2M Hill Northwest, Inc		Mercer Island Feasibility Report	03-29-85	20000.00	Engineering Graphic Svcs Parametrix, Inc.			

\*\*\* FINAL TOTALS \*\*\*

362476.96

73467.00

CITY OF SEATTLE BOARD OF PUBLIC WORKS  
1985 MBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	\$ Total MBEs (Primes) Pub. Wks. This Mo.	\$ Total MBEs (Primes) Pub. Wks. To Date	\$ MBEs (Subs) Pub. Wks. This Mo.	\$ MBEs (Subs) Pub. Wks. To Date	\$ Total MBEs (Primes & Subs.) Pub. Wks. This Month	\$ Total MBEs (Primes & Subs.) Pub. Wks. To Date	\$ MBEs (Primes & Subs.) Public Works This Month	\$ MBEs (Primes & Subs.) Public Works To Date
Jan.	897,226.24	897,226.24	0	0	132,290.00	132,290.00	132,290.00	132,290.00	14.7	14.7
Feb.	2,425,327.81	3,322,554.05	0	0	460,851.20	593,141.20	460,851.20	593,141.20	19.0	17.9
Mar.	2,996,222.60	6,318,776.65	0	0	722,356.00	1,315,497.20	722,356.00	1,315,497.20	24.1	20.8
Apr.										
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	\$ Total MBEs (Primes) Pub. Wks. This Mo.	\$ Total MBEs (Primes) Pub. Wks. To Date	\$ MBEs (Subs) Pub. Wks. This Mo.	\$ MBEs (Subs) Pub. Wks. To Date	\$ Total MBEs (Primes & Subs.) Pub. Wks. This Month	\$ Total MBEs (Primes & Subs.) Pub. Wks. To Date	\$ MBEs (Primes & Subs.) Pub. Wks. This Month	\$ MBEs (Primes & Subs.) Pub. Wks. To Date
Jan.	897,226.24	897,226.24	0	0	34,136.00	34,136.00	34,136.00	34,136.00	3.8	3.8
Feb.	2,425,327.81	3,322,554.05	174,013.30	174,013.30	98,079.00	132,215.00	272,092.30	306,228.30	11.2	9.2
Mar.	2,996,222.60	6,318,776.65	0	174,013.30	242,641.00	374,856.00	242,641.00	548,869.30	8.1	8.7
Apr.										
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June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - CONSULTANT CONTRACTS

Month	\$ Consultant Contracts This Mo.	\$ Consultant Contracts To Date	\$ Total MBEs (Primes) Cons. Cont. This Mo.	\$ Total MBEs (Primes) Cons. Cont. To Date	\$ MBEs (Subs) Cons. Cont. This Mo.	\$ MBEs (Subs) Cons. Cont. To Date	\$ Total MBEs (Primes & Subs.) Consul. Contr. This Month	\$ Total MBEs (Primes & Subs.) Consul. Cont. To Date	% MBEs (Primes & Subs.) Consul. Cont. This Month	% MBEs (Primes & Subs.) Consul. Cont. To Date
Jan.	1,418,011.12	1,418,011.12	360,550.59	360,550.59	223,105.60	223,105.60	583,656.19	583,656.19	41.2	41.2
Feb.	98,729.00	1,516,740.12	0	360,550.59	26,132.00	249,237.60	26,132.00	609,788.19	26.5	40.2
Mar.	302,476.96	1,879,217.08	36,810.00	397,360.59	29,432.00	278,669.60	66,242.00	676,030.19	18.3	36.0
Apr.										
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - CONSULTANT CONTRACTS

Month	\$ Consultant Contracts This Mo.	\$ Consultant Contracts To Date	\$ Total MBEs (Primes) Cons. Cont. This Mo.	\$ Total MBEs (Primes) Cons. Cont. To Date	\$ MBEs (Subs) Cons. Cont. This Mo.	\$ MBEs (Subs) Cons. Cont. To Date	\$ Total MBEs (Primes & Subs.) Consult. Contr. This Month	\$ Total MBEs (Primes & Subs.) Consult. Contr. To Date	\$ MBEs (Primes & Subs.) Consult. Contr. This Month	\$ MBEs (Primes & Subs.) Consult. Contr. To Date
Jan.	1,418,011.12	1,418,011.12	4,105.00	4,105.00	59,719.00	59,719.00	63,824.00	63,824.00	4.5	4.5
Feb.	98,729.00	1,516,740.12	0	4,105.00	2,730.00	62,449.00	2,730.00	66,554.00	2.8	4.4
Mar.	362,476.96	1,879,217.08	0	4,105.00	7,225.00	69,674.00	7,225.00	73,779.00	2.0	3.9
Apr.										
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



MEMORANDUM

*Board of Public  
Works*

*5/15*

Date: May 10, 1985 ✓  
To: Board of Public Works Members  
From: Barbara K. Taber, Executive Secretary *Barbara K. Taber*  
Subject: Estimates of Contract Working Days for 1986

To assist us in our calculations as to what the daily Board of Public Works Administrative Service Charge for 1986 should be, please complete the attached questionnaires regarding the number of working days estimated for public works contracts in 1986.

Please return the forms to the Board Office by May 31, 1985. Thank you for your cooperation. If you have any questions, please call Mike Purdy at 2266.

BKT:MEP:wc

Attachments

ROUTING	DATE	INITIAL
ACTION		
REN		JSH
FILE	✓	
INFORMATION		
EVA		
JDD	MES	PJP / CLB
	TRL	

*6c  
+  
att*

*5-31-85*

**22791**

SEATTLE ENG. DEPT.

85 MAY 15 A10: 59





ESTIMATES FOR CONTRACT WORKING DAYS IN 1986  
 FOR CONTRACTS WITH NOTICE TO PROCEED ISSUED IN  
 1984

Project Name	Estimated number of working days for contract in 1986

FOR CONTRACTS WITH NOTICE TO PROCEED ISSUED IN  
 1983

Project Name	Estimated number of working days for contract in 1986

Return completed form to Board of Public Works

Board of Public Works

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

FILE ENG. DEPT.  
MAY 10 PM 2:36

ACTION	
INFORMATION	
EVA	
JDO	



MAY 30 1985

*Barbara K. Taber*

MEMORANDUM

Date: May 10, 1985  
 To: Gary Zarker, Budget Director  
 From: Barbara K. Taber, Executive Secretary  
 Subject: 1986 Financial Guidelines

I have reviewed the 1986 financial guidelines for the Board of Public Works transmitted with your memorandum of May 8, 1985 and have two concerns regarding the guideline of \$217,690.

First, you have deducted \$7,619 from our 1985 adopted budget for the final payment on our CPT 8100 word processor. This surprises me. There was never any mention during the 1985 budget process that this would occur. On the contrary, we were led to believe that 1986 would be a year in which we could, for once, fit most of our budget into the base budget, and not have to put basic support items such as telephones, postage, and space rental into an incremental request. We are now placed in the untenable position of having to include approximately \$10,000 of basic support services in an incremental budget request, even though the 1986 Budget Manual states that "Requested increments should be for services or functions that are not mandatory or do not comprise basic service provision." The \$10,000 which must be included in an incremental request doesn't even cover items such as capital equipment replacement and training, items considered for most departments to be basic services.

The funds allocated in 1985 for the word processor were not a one-time expense. A similar amount has been in our budget for the last four years for leasing the equipment. Because we have found a way to save the City considerable money over a number of years, we are now being penalized by a reduced 1986 financial guideline. That is not equitable.

My second concern relates to the actual amount by which the 1985 adopted budget was reduced in developing the financial guideline. The amount of our final payment on the word processor was \$6,060. The remaining \$1,559 is for maintenance of the word processor, which is not a one-time or extraordinary expense, but a recurring and essential annual expense. It should not be taken out of the 1985 budget for the purpose of calculating the financial guideline.

Please review these concerns as soon as possible. I will be awaiting your decision before proceeding with budget preparation. Thank you for considering this matter.

BKT:MEP:wc  
cc: Board of Public Works Members

22696

*Eugene Avery*

# Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

## MEMORANDUM

*Board of Public Works*

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
ZVA		
JDO/MES/RSP		
REN/DJH		



*GC*

*CLB*

**Date:** May 8, 1985

**To:** All Board Members

**Attn:** John Hansen, City Light  
Doug Howell, Engineering  
Robert Snyder, DAS  
Ernie Ferrero, Parks  
Jim Olson, Water  
Bette Robbins, Seattle Center

**From:** Barbara K. Taber, Executive Secretary

**Subject:** Ordinance Numbers

MAY 30 1985

*Barbara K. Taber*

As we agreed in the Board meeting of May 3, 1985, it will be necessary for you to include in each letter to the Board requesting award of contract, the Ordinance No. authorizing funding for that specific contract.

BKT:wc

85 MAY 13 A 9: 37  
SEATTLE ENG. DEPT.

22712

Your Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

SEATTLE ENG. DEPT.

85 MAY 8 A10:16



*Board of Public Works*

LETTER OF TRANSMITTAL

TO: All Board Members	DATE: 5/7/85	BPW #:
	RE: AGC proposal to amend WMBE	
	Ordinance	
ATTN:		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return
- \_\_\_\_\_

- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

ROUTING	DATE	INITIAL
ACTION		
FILE	✓	
INFORMATION		
EVA		
JOO/SAB		
REN/ABW/FSV		
		LFC

*90 + att*

*DJH*

MAY 24 1985

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS I will be meeting with the HRD Compliance Advisory Committee to discuss the attached AGC proposal for WMBE legislation.

COPIES TO:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

22612

*\*Human Rights*



THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.  
**SEATTLE CHAPTER**



April 25, 1985

**RECEIVED**  
APR 29 1985  
HUMAN RIGHTS DEPT

The Honorable Jeanette Williams  
Seattle City Council  
1100 Municipal Building  
Seattle, WA 98104

Dear Ms. Williams:

The Seattle Chapter of AGC has been meeting with various City Departments over the past two years to get changes in the administration of the City of Seattle W/MBE ordinance. In our meetings we have been advocating:

1. A state-wide W/MBE certification system.
2. A five day delay to name W/MBE subcontractors.

We understand that these changes require amendments to the W/MBE ordinance which must be introduced through your City Operations Committee. We are hereby requesting that you introduce such amendments.

Attached for your review is a more specific definition of our proposal. If you have any questions about our proposals or we need to take additional action, please contact Douglas Peterson, Director of Local Government Affairs at the Seattle Chapter Office.

Sincerely,

A handwritten signature in cursive script that reads "Frank N. Young, Jr.".

Frank N. Young, Jr.  
President

cc: Seattle City Council  
Mayor Royer  
Marlaina Kiner

BOARD OF PUBLIC WORKS JAN-JUNE 1985

## ISSUE: Timing in Naming W/MBEs by Prime Contractors

Currently, the City of Seattle requires that W/MBE subcontractors and suppliers used to meet the W/MBE goals be named when the bid is submitted to the Board of Public Works. This does not allow the prime contractor time to:

- determine if W/MBE firms are appropriately certified,
- determine the capabilities and experience of the W/MBE firms to be used,
- clarify terms of the bid, i.e., responsibilities of prime and subcontractor and exact work to be done by both.

### DISCUSSION

In the normal process of assembling a bid for a public works project, the prime contractor receives subcontractor bids by telephone up to the last hour and less before the bid is due. The City's requirement of specifying the W/MBEs at the time of bid ignores this accepted industry practice. The prime contractor is forced to use a low W/MBE bid from a company he may know nothing about, sometimes not knowing if the W/MBE is appropriately certified or bondable. The alternative is to use other than the low bid of a W/MBE with whom he is familiar, which jeopardizes the prime contractor's chances of being low bidder and receiving the contract.

Low sub-bids received from W/MBEs in the last hour before the bid result in many errors in filling out the forms needed to specify the W/MBE used. Such "paper" errors by prime contractors result in the City awarding contracts to other than the low bidder. From 1981 to 1983, the City of Seattle awarded forty projects to other than the low bidder. Thirty-three of these were due to problems with W/MBE requirements and cost the City \$531,892. All of these problems could have been avoided had the prime contractor been given a reasonable amount of time to name W/MBE firms to be used.

The common practice is to allow some time after the bid opening, prior to award, to name the W/MBE firms to be used. The following are examples of those that do:

- State of California
- State of Oregon
- Federal Government position is, "within a reasonable time after the opening of the bids and before the award of contract."
- King County
- Port of Seattle

The City of Seattle has ruled that contractual rights are not vested with the W/MBE contractors, therefore allowing free substitution of W/MBE subcontractors by prime contractors. This ruling makes the requirements of naming W/MBEs at bid time a meaningless and costly exercise.

Finally, naming W/MBEs at the time of bid places the prime contractors in the untenable position of being committed to use a subcontractor before having a written agreement as to responsibilities of each party, use of equipment and utilities, safety and labor policies, schedule of project, etc.

### RECOMMENDATION

Require the prime contractor to commit to the W/MBE goals for the project at the time the bid is submitted, but allow a period of time to name W/MBE firms after the bid opening, prior to the award. The recommended period of time is five days after the opening of the bid.

NOTE: The City of Seattle Law Department has ruled that an ordinance is needed to allow these recommendations.

**Your Seattle Board of Public Works**

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

SEATTLE ENG. DEPT.



85 MAY 8 AIO: 17

*Board of Public Works*

**LETTER OF TRANSMITTAL**

<b>TO:</b> Marlaina Kiner	<b>DATE:</b> 2/8/85	<b>BPW #:</b>
Director, Human Rights Department	<b>RE:</b> Board of Public Works WMBE	
	Report for January 1985	
<b>ATTN:</b> Randy Gainer		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return
- \_\_\_\_\_

- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

ROUTING	DATE	INITIAL
ACTION		
FILE	✓	
INFORMATION		
EVA		
JDD		
REN	ARW/FSY	
	LFC	

*7c  
att*

*OJH*

MAY 24 1985

ACTION REQUESTED BY: \_\_\_\_\_

**REMARKS** All construction contracts were awarded by competitive bid. All consultant contracts were awarded based upon negotiation. None of the contractors awarded contracts were non-profit firms. Jones and Jones and Pavement Consultants are combination WMBE firms, but are not listed as such on the Consultant Contracts report in order to pick up the 50% WBE and 50% MBE participation.

**COPIES TO:**  
Board of Public Works Members  
Office for Women's Rights  
\_\_\_\_\_  
\_\_\_\_\_

**BOARD OF PUBLIC WORKS**

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

**22611**

BOARD OF PUBLIC WORKS MBE REPORT - CONSTRUCTION CONTRACTS

JANUARY 1985

BP# NO	FUNDING SOURCE	NAME OF CONTRACTOR	MBE, MBE, OR WMBE	NAME OF PROJECT	DATE OF AWARD OR SUB APPROVAL	AMOUNT OF PRIME CONTRACT	NAME OF MBE CONTRACTOR/ SUBCONTRACTORS	MBE, OR MBE	CONTRACT TYPE (Sub=1; Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF MBE PARTICIPATION
84-82	Sever	GCC, Inc.		35th Avenue NE Pump Station Modern.	01/04/85	37018.44	Bill's Landscape	MBE	1 Sodding	425.00
84-82						0.00	Carlos Fence Co.	MBE	1 Fencing	1851.00
84-85	ACSF	Valley Cement Const.		Small Concrete Projects 1984	01/18/84	49920.00	Dennis R. Craig Const.	MBE	1 Dump Truck	1542.00
84-85						0.00	Hot Mix Pavers	MBE	1 Asphalt Paving	780.00
84-85						0.00	National Concrete Cut.	MBE	1 Sewing	4815.00
84-87	Light	Inter. Underground Syst.		Canal Substation Feeder Vaults & Ducts	01/18/85	75675.00	Kodo Const.	MBE	1 Curb Ramps	1900.00
84-87						0.00	J & G Trucking	MBE	1 Trucking	2300.00
84-87						0.00	Hot Mix Pavers	MBE	1 Asphalt	900.00
84-87						0.00	T. Yorozu Gardening Co.	MBE	1 Landscaping	10152.00
84-84	UAB	Valley Cement Const.		South Jackson St. UAB - Signals, Light	01/18/85	734612.80	National Concrete Cut.	MBE	1 Sew Cutting	400.00
84-84						0.00	Dennis R. Craig Const.	MBE	1 Landscaping	22269.00
84-84						0.00	N.W. Boring	MBE	1 Jacking	6670.00
84-84						0.00	Hot Mix Pavers	MBE	1 Asphalt	9150.00
84-84						0.00	Kaspec	MBE	1 Striping	3632.00
84-84						0.00	National Concrete Cut.	MBE	1 Concrete Cutting	2290.00
84-82	Sub Apprvl	GCC, Inc.		35th Avenue Pump Station Modernization	01/25/85	0.00	Kodo Const.	MBE	1 Foundation	89750.00
						0.00	M.A. Griffin Company	MBE	1 Mechanical	7600.00

\*\*\* FINAL TOTALS \*\*\*

897226.24

165426.00

BOARD OF PUBLIC WORKS MBE REPORT - CONSULTANT CONTRACTS

JANUARY 1985

CONTRACT NUMBER	FUNDING SOURCE	NAME OF CONTRACTOR	MBE, MBE, OR, WMBE	NAME OF PROJECT	DATE OF AWARD	AMOUNT OF PRIME CONTRACT	NAME OF MBE CONTRACTOR/SUBCONTRACTORS	MBE, MBE, OR, WMBE	CONTRACT TYPE (Sub=1; Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF MBE PARTICIPATION
Addendum No. 4 Agree, T84-21	PADF/CRF ACSF/UAB	Church/Suzuki Entranco Engineers, Inc.	MBE	Roofing Imp./Seattle Art Museum Morcer St. UAB (Traffic Signal)	01/04/85 01/04/85	2207,00 128416,00	Church/Suzuki CTS Consulting Engineers		4 Design Services	2207,00
Agree, S84-28	SIF	CH2M Hill		Lake Wash, So. Beeches-Prft/Sewar	01/04/85	0,00 69001,54	Contrac Associates, Inc. Engineering Graphic Svrs	MBE	1 Traffic Engineering	3990,00
Agree, H84-36	CDBG	CH2M Hill Northwest, Inc		Beacon Avenue So. Imp. Phase IV	01/04/85	0,00 58756,33	Horton Dennis & Assoc. Techstaff, Inc.	MBE	1 As-Built Drawings	2250,00
Contract Amendment No. 1 Agreement	1-2-5 Bond FT CRF	Joji Minatogawa Assoc. Calvin/Gorasht Arch. Jones & Jones	MBE	Fire Station No. 8 Mt. Baker Rowing & Sailing	01/04/85 01/11/85	0,00 10000,00	ST Engineering, Inc. Joji Minatogawa Assoc.	MBE	1 Engineering/Drafting	8815,00
Agree, S84-19	FAUS/ACSF	Jones & Jones Alpha Engineers, Inc.	MBE	Woodland Park Zoo/Elephant House Woodland Park Zoo/Elephant House	01/11/85 01/11/85	3299,02 0,00	NO MBE PARTICIPATION Jones & Jones		4 Architectural Design	1497,00
Agree, S83-38	Sewer	Constructioneering		1984 Pedestrian Walkways/Stairway	01/11/85	70369,28	Alpha Engineers, Inc.		4 Architectural Design	1497,00
Agree, H84-25	WSDOT	Fujiki & Assoc.	MBE	Third Ave. NW et al Sewer Rehab. Sand Point Way NE Median Project	01/11/85 01/11/85	0,00 14280,00	Rainbow Printing, Inc. Anne Symonds	MBE	1 Printing	67004,28
Supp. 4A/H81-22	SWF	Parametrix, Inc.	MBE	Kent-Highlands & Midway Landfill	01/11/85	0,00	ST Engineering, Inc.	MBE	1 As-Built Drawings	500,00
Supp. 4B/H81-22	SWF	Parametrix, Inc.	MBE	Kent-Highlands & Midway Landfill	01/11/85	169965,27	Fujiki & Assoc.	MBE	1 Survey and Design	2200,00
Amend. 2/H83-8	ACSF	The Mithun Assoc.	MBE	Burke-Gilman Place Access Street	01/11/85	251975,42	Engineering Graphic Svrs	MBE	4 Construction Mgmt.	151065,27
Supp. 2/H83-8	ACSF	The Mithun Assoc.		Burke-Gilman Place Access Street	01/11/85	138417,70	Parametrix, Inc.		1 Support Services	5100,00
Supp. 3/H83-8	ACSF	Mithun Bowman Earlich		Burke-Gilman Place Access Street	01/11/85	0,00	NO MBE PARTICIPATION		4 Environmental	83799,47
Supp. Agree. #1	CIP	CH2M Hill		Highline Well Field Study	01/11/85	2000,00	NO MBE PARTICIPATION			0,00
						255000,00	Engineering Graphic Svrs	MBE	1 Drafting	0,00
						0,00	Shapiro & Associates	MBE	1 Environ. Assessment	4000,00
						0,00	Herrera Environmental	MBE	1 Water Sampling	38279,00
						0,00	Hokkaido Drilling	MBE	1 Exploratory Drilling	2200,00
Agree, T84-33	ACSF	Bell-Walker Engineers		New Traffic Signals-1985 Improve.	01/11/85	0,00	C.N. Lin & Assoc.	MBE	1 Civil and Mechanical	138791,00
Agreement	CRF	Portico Group		Woodland Park Zoo-Elephant House	01/18/85	19453,00	CTS Consulting Engineers	MBE	1 Traffic Engineering	800,00
						14195,00	Engineering Tech. Svrs. Design Discipline	MBE	1 Field Surveys	2920,00
								MBE	1 Technical Support	430,00

BOARD OF PUBLIC WORKS MBE REPORT - CONSULTANT CONTRACTS

JANUARY 1985

CONTRACT NUMBER	FUNDING SOURCE	NAME OF CONTRACTOR	MBE, MBE, OR, WMBE	NAME OF PROJECT	DATE OF AWARD	AMOUNT OF PRIME CONTRACT	NAME OF MBE CONTRACTOR/SUBCONTRACTORS	MBE, CONTRACT TYPE (Sub=1); MBE, (Supplier=2; JV=3; OR, Prime=4) AND MBE TYPE OF WORK	AMOUNT OF MBE PARTICIPATION
Supp. Agree. #4	CIP	Herza Engineering Co.		Tolt River Dam Imp. Phase IV	01/18/85	0,00	de Montigny Engineers	MBE 1 Mechanical	2882,00
Contract	CIP	Charles Howard & Assoc.		Analysis of Instream Flow Habitat	01/18/85	95468,00	Elaine Day La Tourelle	MBE 1 Construction Photos	3000,00
Supp. No. 3	CIP	J.M. Montgomery		1985 COMPLAN Update	01/25/85	13500,00	Earth Consultants	MBE 1 Site Inspections	14600,00
Agree. H84-43	ACSF	Pavement Consultants	MBE	2nd Ave. Concrete Street Rehab.	01/25/85	0,00	NO MBE PARTICIPATION		0,00
Agree. T84-46	ACSF	Pavement Consultants	MBE	2nd Ave. Concrete Street Rehab.	01/25/85	5216,00	Pavement Consultants	4 Pavement Tests	2608,00
		TDA		University Dist. Trans. Prog.	01/25/85	0,00	Pavement Consultants	4 Pavement Tests	2608,00
						105221,56	Shapiro & Associates	MBE 1 Environmental Work	4500,00
						0,00	Alpha Engineers	MBE 1 Prelim. Engineering	20200,00

\*\*\* FINAL TOTALS \*\*\*

1418011,12

647488,99

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - CONSULTANT CONTRACTS

Month	\$ Consultant Contracts This Mo.	\$ Consultant Contracts To Date	\$ Total MBEs (Primes) Cons. Cont. This Mo.	\$ Total MBEs (Primes) Cons. Cont. To Date	\$ MBEs (Subs) Cons. Cont. This Mo.	\$ MBEs (Subs) Cons. Cont. To Date	\$ Total MBEs (Primes & Subs.) Consul. Contr. This Month	\$ Total MBEs (Primes & Subs.) Consul. Contr. To Date	\$ MBEs (Primes & Subs.) Consul. Contr. This Month	\$ MBEs (Primes & Subs.) Consul. Contr. To Date
Jan.	1,418,011.12	1,418,011.12	4,105.00	4,105.00	59,719.00	59,719.00	63,824.00	63,824.00	4,5	4,5
Feb.										
Mar.										
Apr.										
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

11/bidform

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - CONSULTANT CONTRACTS

Month	\$ Consultant Contracts This Mo.	\$ Consultant Contracts To Date	\$ Total MBEs (Primes) Cons. Cont. This Mo.	\$ Total MBEs (Primes) Cons. Cont. To Date	\$ MBEs (Subs) Cons. Cont. This Mo.	\$ MBEs (Subs) Cons. Cont. To Date	\$ Total MBEs (Primes & Subs.) Consul. Contr. This Month	\$ Total MBEs (Primes & Subs.) Consul. Contr. To Date	\$ MBEs (Primes & Subs.) Consul. Contr. This Month	\$ MBEs (Primes & Subs.) Consul. Contr. To Date
Jan.	1,418,011,12	1,418,011,12	360,550,59	360,550,59	223,105,60	223,105,60	583,656,19	583,656,19	41,2	41,2
Feb.										
Mar.										
Apr.										
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

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CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	\$ Total MBEs (Primes) Pub. Wks. This Mo.	\$ Total MBEs (Primes) Pub. Wks. To Date	\$ MBEs (Subs ) Pub. Wks. This Mo.	\$ MBEs (Subs) Pub. Wks. To Date	\$ Total MBEs (Primes & Subs.) Public Works This Month	\$ Total MBEs (Primes & Subs.) Public Works To Date	\$ MBEs (Primes & Subs.) Public Works This Month	\$ MBEs (Primes & Subs.) Public Works To Date
Jan.	897,226,24	897,226,24	0	0	34,136,00	34,136,00	34,136,00	34,136,00	3,8	3,8
Feb.										
Mar.										
Apr.										
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

11/bldform

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	\$ Total MBEs (Primes) Pub. Wks. This Mo.	\$ Total MBEs (Primes) Pub. Wks. To Date	\$ MBEs (Subs ) Pub. Wks. This Mo.	\$ MBEs (Subs) Pub. Wks. To Date	\$ Total MBEs (Primes & Subs.) Public Works This Month	\$ Total MBEs (Primes & Subs.) Public Works To Date	\$ MBEs (Primes & Subs.) Public Works This Month	\$ MBEs (Primes & Subs.) Public Works To Date
Jan.	897,226,24	897,226,24	0	0	132,290,00	132,290,00	132,290,00	132,290,00	14,7	14,7
Feb.										
Mar.										
Apr.										
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

11/bidform



Barbara K. Taber, Executive Secretary  
 Charles Royer, Mayor

85 MAY 6 A 9: 54

*Board of Public Works*

**LETTER OF TRANSMITTAL**

<b>TO:</b> All Board Members	<b>DATE:</b> 5/3/85	<b>BPW #:</b>
	<b>RE:</b> Correspondence re Standard Specs for Municipal Public Works Const. from Municipal Research & Services Center	
<b>ATTN:</b>		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> For your information | <input type="checkbox"/> For your approval                  |
| <input type="checkbox"/> For your files                  | <input type="checkbox"/> For your signature                 |
| <input type="checkbox"/> Per your request                | <input type="checkbox"/> For your investigation             |
| <input type="checkbox"/> For your action                 | <input type="checkbox"/> For your report and recommendation |
| <input type="checkbox"/> Please return                   | <input type="checkbox"/> For review and comment             |
| <input type="checkbox"/> _____                           |   |

*BC  
T  
off*

ROUTING	DATE	INITIAL
<b>ACTION</b>		
FILE		/
<b>INFORMATION</b>		
SVA		
JDD		
KEH		EFE
		DJH
		LFC

ACTION REQUESTED BY: \_\_\_\_\_

*JGR  
WSV*

**MAY 21 1985**

REMARKS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
 Barbara K. Taber  
 Executive Secretary

COPIES TO:

- Doug Howell, Engineering Dept.
- Jim Olson, Water Dept.
- Ernie Ferrero, Parks Dept.
- John Hansen, City Light
- Bob Snyder, D.A.S.

**22517**

# MUNICIPAL RESEARCH AND SERVICES CENTER OF WASHINGTON

4719 BROOKLYN AVE., N.E.

SEATTLE, WASHINGTON 98105

TELEPHONE 206-543-9050

April 17, 1985

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*Public Works Consultant*

PAUL E. SULLIVAN, JR.  
*Legal Consultant*

K. KYLE THIESSEN  
*Legal Consultant*

## Memorandum

TO: Municipal Administrators, Attorneys and Public Works Officials

FROM: John S. Lamb, Executive Vice President, Municipal Research and Services Center of Washington *J.S.L.*

RE: Standard Specifications for Municipal Public Works Construction

The Municipal Research and Services Center (MRSC) has received several inquiries from city officials regarding the new "1984 Standard Specifications for Road, Bridge, and Municipal Construction," jointly published by the Washington State Department of Transportation (WSDOT) and the Washington State Chapter of the American Public Works Association (APWA). With publication of the new standards in September, 1984 the WSDOT advised that the new standards would apply to all projects approved after January 1, 1985.

A review by our MRSC public works consultant and staff attorneys resulted in a letter dated February 19, 1985 addressed to both Mr. Keith Eggen, WSDOT State Aid Engineer, and Mr. William R. Tracy, Chairman, Construction Standardization Committee, APWA, copy enclosed. Mr. Eggen's detailed response dated March 19, 1985 gives the WSDOT position on the questions posed, and Mr. Tracy's letter dated March 27, 1985 indicates full agreement therewith by the APWA. Copies of both responses are enclosed.

The MRSC believes that the most appropriate response to questions posed regarding this issue is to supply to city administrators, attorneys and public works officials copies of the above-noted correspondence. However, we would like to hear from any city or town which has or anticipates a problem resulting from the application of the new standards. Or, should a city or town choose not to adopt the new standards for non-state aid public works, we would appreciate your sharing with us your reasons for such determination.

If your city or town is involved with a state aid project, you are already in contact with Mr. Eggen's office. The MRSC is also available, as always, for further assistance as may be desired.

# MUNICIPAL RESEARCH AND SERVICES CENTER OF WASHINGTON

4719 BROOKLYN AVE., N.E.

SEATTLE, WASHINGTON 98105

TELEPHONE 206-543-9050

February 19, 1985

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Mr. Keith Eggen  
State Aid Engineer  
Washington State Department  
of Transportation  
Transportation Building  
Olympia, WA 98504

Mr. William R. Tracy, Chairman  
Construction Standardization Committee  
Washington State Chapter, APWA  
City of Tacoma Public Works  
County-City Building  
Tacoma, WA 98402

Re: Standard Specifications for Municipal Public Works  
Construction

## STAFF

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*General Counsel*

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*Assistant to the  
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*Legal Consultant*

WALTER W. SAXTON, PE  
*Public Works Consultant*

PAULE SULLIVAN, JR.  
*Legal Consultant*

K. KYLE THIESSEN  
*Legal Consultant*

Gentlemen:

Recently the Municipal Research and Services Center (MRSC) has received requests by city officials for information and advice on the relationship between the 1981 Edition, Standard Specifications for Municipal Public Works Construction, published by the Washington State Chapter, APWA, and the WSDOT/APWA joint publication entitled, "1984 Standard Specifications for Road, Bridge, and Municipal Construction." As you know, many cities have adopted the APWA specifications by ordinance. The questions put to the MRSC are:

- A. To what extent do the "1984 Standard Specifications for Road, Bridge, and Municipal Construction" and accompanying "Standard Plans..." replace the 1981 APWA specifications; and
- B. What legislative/administrative action must be taken by cities as the result of the January 1, 1985 implementation of the 1984 jointly issued specifications?

The MRSC necessarily must look at a wider range of documents concerning municipal public works with which the above-cited documents will interrelate. We have identified the following documents which we believe apply:

Page Two

1. APWA Standard Specifications for Municipal Public Works Construction, 1981 Edition (includes 93 plates of standard plans and details).
2. 1984 Standard Specifications for Road, Bridge, and Municipal Construction—WSDOT/APWA.
3. Standard Plans for Road, Bridge and Municipal Construction—WSDOT/APWA.
4. APWA Amendments to the WSDOT/APWA Standard Specifications, dated October 12, 1984.
5. WSDOT Amendments and General Special Provisions to the WSDOT/APWA Standard Specifications, 1984 Edition.
6. City Design Standards, WSDOT, January 24, 1980, adopted per RCW 35.78.030.
7. Local Agency Guidelines, WSDOT, August 1978, Revised June 1982, Revised November 1984.

Before we can answer the questions, we need to be sure we understand the application of each document, and how they interrelate. As the result of telecon with Rich Tracy on February 6, it appears the best method of determining whether our understanding matches that of the WSDOT and APWA is for us to submit the MRSC's understanding in writing, which follows (paragraph numbers below relate to the documents of the same number above):

1. Cities which are not involved in any state aid project may continue to use the APWA Standard Specifications if they wish.
2. Adoption by a city is required for any project receiving funds through WSDOT-State aid. Adoption can be on a project-by-project basis.
3. The Standard Plans are companion to the 1984 Standard Specifications, so would be adopted along with them for any State Aid project.
4. These amendments are not yet accepted by the WSDOT, but are believed desirable by the APWA Standard Committee. Until approved versions are agreed to by both WSDOT and APWA, they are not automatically adopted when a city adopts the 1984 Standard Specifications. A city would have to negotiate with the WSDOT on application of some/all of these amendments for a particular project.
5. These amendments were issued by the WSDOT and apply to both No. 2 and No. 3 above, but not to No. 1 above. The amendments are referenced to the format and coding of the WSDOT/APWA documents, and cannot be directly referenced to the 1981 APWA document. We are uncertain of the status of these amendments with the APWA Standardization Committee.

Mr. Keith Eggen  
Mr. William R. Tracy, Chairman  
February 19, 1985

Page Three

6. The MRSC participated in development of this document which was published by the WSDOT and distributed to cities. We assume that it is still in effect. Has it been modified by more recent standards promulgated without reference to this document?
7. This is a procedures manual for Federal/State Aid projects. It is updated as necessary by the WSDOT, and tells local agencies "everything they need to know" about administration of FHWA and State Aid projects.

We agree with the idea of amalgamating WSDOT and APWA standard specifications in situations where both previously applied separately. However, what was conceived as a simplification of the application process seems to have instead added complication. We now have a significant body of specifications "in limbo" — some adopted by the WSDOT but not by the APWA, some vice versa, and some accepted by both.

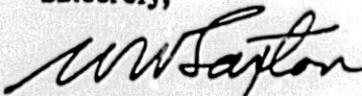
Given our understanding as presented above, we believe the best advice we can give to the cities is:

- A. If you are involved in any phase (from initial application to final acceptance of construction) of a FHWA/State Aid project, adopt the 1984 WSDOT/APWA standard specifications and plans, as amended, for that specific project. Negotiate with the WSDOT for any APWA specifications not yet accepted by the WSDOT, which may be desired by the city, as influenced by the size of project and independent expertise available to the local agency.
- B. If you have the 1981 (or a previous edition of the) APWA Standard Specifications adopted by ordinance, are happy with them, and do not have, or expect to have in the near future an FHWA/State Aid project, then no urgency exists to change specifications applicable to local municipal construction.

The APWA specifications contain subjects related to water, sewer, and special utilities construction which the WSDOT may see no reason for needing in its documents. Thus, we see a continuing need for (especially smaller) cities to keep the 1981 APWA specifications for certain types of work.

The MRSC solicits your early response to the above. We are also very interested in the early resolution of the specifications now in limbo. We are withholding official advice to cities pending your response: either confirmation that the above-outlined understanding is correct, or clarification, as may be appropriate.

Sincerely,



W. W. Saxton, P.E.  
Public Works Consultant

WWS/mkd

cc: Jan Klippert, President  
Washington State Chapter, APWA

American  
Public Works  
Association



Washington  
State  
Chapter

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900 King Co. Admin. Bldg.  
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Phone (206) 453-2980

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129 North 2nd  
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Phone (509) 575-6189

Hugh Warren  
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P.O. Box 1766  
Bellevue WA 98009  
Phone (206) 455-6990

March 27, 1985

Municipal Research & Services Center of Washington  
9201 N.E. Juanita Drive #205  
Kirkland, WA 98033

Attn: Mr. W.W. Saxton P.E.  
Public Works Consultant

Dear Walt:

Subject: Standard Specification for Municipal Public Works  
Construction

This will confirm our recent phone conversation in which we  
stated that the APWA Construction Standardization Committee  
agrees with the State Aid Engineer March 19, 1985 response to  
your February 19, 1985 inquiry on subject item.

If you have any further questions, please call me in Tacoma at  
591-5014.

Very truly yours,

W. RICHMOND TRACY, JR.  
Chairman  
Construction Standardization Committee

WRT:jjja

cc: Keith Eggen, State Aid Engineer  
Jan Klippert, King County Public Works  
Dave Rhodes, City of Yakima

WPC. 1422G.

BOOTH GARDNER  
XXXXXXXXXX  
Governor



DUANE BERENTSON  
Secretary

STATE OF WASHINGTON

DEPARTMENT OF TRANSPORTATION

Transportation Building • Olympia, Washington 98504 • (206) 753-6005

March 19, 1985

Municipal Research and  
Services Center of Washington  
4719 Brooklyn Avenue Northeast  
Seattle, WA 98105

Attention: W. W. Saxton, P.E.  
Public Works Consultant

MUNICIPAL RESEARCH

MAR 20 1985

AND SERVICES CENTER

Standard Specifications for  
Municipal Public Works Construction

Dear Mr. Saxton:

I offer the following answers to the inquiries in your February 19, 1985 letter. (The paragraph numbers or letters relate to your question in your attached letter.)

- A. The specifications that appear in the 1981 edition of "APWA Standard Specifications" are replaced by the following two publications:
1. The WSDOT/APWA "1984 Standard Specifications for Road, Bridge and Municipal Construction".
  2. The "APWA Amendments to the WSDOT/APWA Standard Specifications" dated October 12, 1984.

Included in the WSDOT/APWA "Standard Plans for Road, Bridge and Municipal Construction" are some of the standard plans that appear in the 1981 edition of the APWA "Standard Specifications". There is an on-going effort between WSDOT and APWA to include all of the standard plans into one manual; however, it may take two or three years to complete. Until then, both the standard plans manual and APWA manual have to be referenced in the contract documents.

- B. The WSDOT/APWA Standard Specifications must be used on all FHWA funded projects advertised January 1, 1985 and thereafter. Cities should by ordinance adopt the WSDOT/APWA Standard Specifications, WSDOT Amendments and General Special Provisions (GSPs), and APWA Amendments, if such adoption or approval is required by state law.

To handle review of "WSDOT Amendments and GSPs" and to update the current specifications and standard drawings as needed, the APWA has on-going committees which meet periodically and as required.

March 19, 1985  
Page Two

The goal of WSDOT and APWA is to have one specification book and one standard plan manual; however, this will take a lot of effort and time to accomplish.

On page two of your letter you identified seven documents and stated your understanding as to how they would apply to a municipal public works project. I offer the following clarification to your numbered items on page two of your letter:

1. Yes, cities may use the APWA Standard Specification on non-FHWA funded projects.
2. The combined WSDOT/APWA Standard Specifications must be used for FHWA funded projects. Adoption or approval by cities should be as required by state law.
3. Yes, both the "WSDOT/APWA Standard Plans" manual and selected standard plans in the APWA Standard Specification will apply to each FHWA funded project.
4. The "APWA Amendments to the WSDOT/APWA Standard Specifications" are APWA specifications which are not yet accepted by WSDOT for inclusion to the combined Standard Specification book. However these Amendments may be used on a FHWA funded project without WSDOT approval; therefore, these Amendments should be adopted by the city.
5. WSDOT Amendments and GSPs supplement the Standard Specification book and the Standard Plans manual. For FHWA funded projects, a city must include the Amendments and GSPs that apply to the project; therefore, these Amendments and GSPs should be adopted by the city.  
  
These Amendments and GSPs are issued by WSDOT. APWA will have the opportunity to review the changes that affect any APWA originated specification prior to the issuance of the Amendment or GSP. The APWA has committees that are reviewing WSDOT Amendments and GSPs as they apply to their work.
6. The "City Design Standard" publication dated January 24, 1980 is still in effect and no changes have been made. Since some of the design standards do not meet the AASHTO standards, the design standards in the Local Agency Guidelines (LAG) must be used on a FHWA funded project.
7. The LAG manual is based on federal and state laws, policies, and standards which must be observed in obtaining and utilizing FHWA funding for transportation improvement projects for local agencies.

March 19, 1985

Page Three

In response to paragraphs A and B on page three, I have the following comments:

- A. When a city has a FHWA funded project, they must utilize the following:
1. Standard Specifications for Road, Bridge and Municipal Construction - WSDOT/APWA.
  2. Standard Plans for Road, Bridge, and Municipal Construction - WSDOT/APWA.
  3. WSDOT Amendments and GSPs to the WSDOT/APWA Standard Specifications.

A city at their choice may use the APWA Amendments on a FHWA funded project. WSDOT concurrence is not required.

- B. I agree with the first paragraph.

My comment about the second paragraph is as follows:

1. The APWA specifications relating to water, sewer and special utilities construction appear in the WSDOT/APWA Standard Specifications as Sections 7-09 through 7-17 and Section 9-30. The specification book plus the APWA Amendments are equivalent to the specifications in the 1981 APWA Standard Specifications.
2. I agree that it may be desirable for small cities to use the APWA specifications for non-FHWA funded projects; however, using the WSDOT/APWA Standard Specification book and the APWA Amendments will accomplish the same result and will accomplish the goal of utilizing one set of specifications on public works projects throughout the state.

The goal of APWA and the WSDOT has been to develop a single set of specifications in order to minimize the amount of confusion in the construction fraternity as they bid on various types of public works improvements throughout the state.

In fact, this concept was initiated at the urging of manufacturers and contractors who felt it was ridiculous to have so many different sources of standards for precast materials and construction.

Furthermore, APWA does not have the staff to keep up with the latest state-of-the-art in the construction field or the manufacturing of products. As a result, a number of the areas in the 1981 APWA specifications have become outdated, because it did not consist of a complete, new rewrite.

March 19, 1985  
Page Four

From our viewpoint, it would be much more cost effective and less confusing to work out any minor differences existing between the requirements for construction by the cities, counties and the WSDOT in order to use the WSDOT procedures for keeping these specifications current.

If you have any questions, or need further clarification, please call LeRoy Janousek at 753-1028.

Sincerely,

  
KEITH EGGEN  
State Aid Engineer

KE:cej  
LJJ/7:10  
Attachment  
cc: R. Tracy

*Eugene Avery*

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

SEATTLE ENG. DEPT.

85 MAY 2 A 8: 12



*Board of Public  
Works*

Notice of Public Hearing

Pursuant to Chapter 3.44.030 of the Seattle Municipal Code, The City of Seattle Board of Public Works will hold a public hearing on Friday, May 10, 1985 at 9:30 a.m. in Room 402, 400 Yesler Building, Seattle, Washington. Public testimony will be received regarding the rescission of the Board rule adopted June 5, 1976 which established a range of cost estimates to be used in bid advertisements on public works improvement projects. Should the rule be rescinded, Board departments shall have the authority to establish departmental guidelines for publication of bid estimates.

Written comments on the rule rescission should be submitted to the undersigned at Room 403, 400 Yesler Building, Seattle, Washington 98104 by 5:00 p.m., Wednesday, May 8, 1985. Oral testimony will also be received at the hearing.

Barbara K. Taber  
Executive Secretary  
Board of Public Works

*sc*

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
<i>EVA</i>		
<i>JDO</i>	<i>GAB</i>	
<i>REN</i>	<i>EFET</i>	
	<i>ACW</i>	
	<i>LFC</i>	

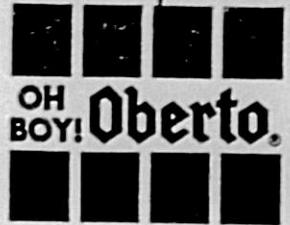
*DJH*

MAY 10 1985

**.22447**

BPW - Mayor's Response due 5/15

Log 1819



Mayor

May 2, 1985

80

Mayor Charles Royer  
600 - 4th Ave. Floor 12  
Seattle, WA 98104

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
M-Staff		

7060 S. 238th St. / P.O. Box 429 / Kent, WA 98032  
Out of State Wats 800-426-7210  
Wats Washington 800-562-9124  
(206) 623-3470

RECEIVED

MAY 3 1985

MAYOR'S OFFICE

AK  
MB  
SEO  
Lji

Dear Mayor Royer:

MAY 23 1985

I was totally flabbergasted by the city's rejection of support for the Downtown Seattle Association Boat Show. Our town is filling up with office workers who come and go only during working hours, and people who are having a struggle just existing.

What our town needs is something that will revive the downtown area as a fun-filled, alive and flourishing area that will let people of means want to live in the downtown area just because they want to be close to an active exciting place. If you want to help downtown, don't put up roadblocks to people who, at little or no cost to the city, will spend their time and money to help revitalize our city. Remember, why would anyone of means want to live in downtown if it is a dead city.

Let's come to life with activities that will make it a live, enthusiastic city.

Thank you for your consideration.

OBERTO SAUSAGE COMPANY

*Arthur P. Oberto*

Arthur P. Oberto

15 S. Remember if you don't start getting new upcoming people to want to move into town, they will some day take their offices to the live and exciting areas close to where they like to live.

SEATTLE ENG. DEPT.

65 MAY 7 AM 11:15

22562

BPW

# Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



ACTION		
	✓	
INFORMATION		
EVA		
JDO		
REN	DJH	
	IFC	

SL  
att

MAY 20 1985

## MEMORANDUM

**Date:** May 1, 1985

**To:** Board of Public Works Members

**From:** Barbara K. Taber, Executive Secretary *Barbara K. Taber*

**Subject:** Modification #6 to Federal Wage Decision #WA 84-5040

Attached is Modification #6 to federal wage decision #WA84-5040 which must be included in all public works improvement contract project manuals which contain federal funds, effective immediately. The attached should be used in place of the copy of Modification #4 and #5 which was sent to you earlier.

If you have any questions, please call.

BKT:MEP:k1  
Attachment  
7/wg fedmod

- cc: Doug Howell, Engineering Department  
Park Engineer, Parks and Recreation Department  
Robert Snyder, Department of Administrative Services  
John Hansen, City Light  
Jim Olson, Water Department  
Bette Robbins, Seattle Center  
William Woodward, Construction and Land Use

SEATTLE ENG. DEPT.  
1985 MAY - 2 PM 2:48

.22452

**Decision No. WA84-5040 - Modification #4**  
 (49 FR 45532 - Nov.16, 1984)  
 Statewide Washington  
 Date Published in Federal Register:  
 January 4, 1985

**OMIT:**

Truck Drivers  
 (Area 1):  
 Group 2:  
 Omit pickup hauling  
 material from group  
 description (p.29)

**OMIT:**

Truck Drivers  
 (Area 2):  
 Group 3:  
 Flatbed, Single  
 Rear Axle from  
 description (p.31)

Basic Hourly Rates	Fringe Benefits

\*\*\*\*\*

**Decision No. WA84-5040 - Modification #5**  
 (49 FR 45532 - Nov. 16, 1984)  
 Statewide Washington  
 Date published in Federal Register:  
 January 25, 1985

**CHANGE:**

Cement Masons:  
 Area 4:  
 (See footnote "d"  
 regarding cost of  
 Project)  
 Cement Masons  
 Composition Workers  
 and Power Machinery  
 Plumbers:  
 Area 2:  
 Sheet Metal Workers:  
 Area 7:

Basic Hourly Rates	Fringe Benefits
\$15.49	\$4.72
15.80	4.72
19.43	7.08
17.86	3% plus 3.07

**WA84-5040 - Modification #5 (continued)**

Terrazzo Workers;  
 Tile Setters:  
 Area 1:  
 Power Equip. Operators  
 Area 3:  
 Fringe Benefits (All  
 Groups and Zones  
 regardless of cost  
 of project)  
 Truck Drivers:  
 Area 3:  
 Fringe Benefits (All  
 Groups and Zones  
 regardless of cost  
 of project)

Basic Hourly Rates	Fringe Benefits
\$15.37	\$3.66
	5.05
	4.64

\*\*\*\*\*

**Decision No. WA84-5040 - Modification #6**  
 (49 FR 45532 - Nov. 16, 1984)  
 Statewide Washington  
 Date published in Federal Register:  
 April 12, 1985

**CHANGE:**

**CARPENTERS:**  
 Area 4:  
 Carpenters  
 Piledriver, sawfiler,  
 stationary power  
 woodworking tool  
 Boommen, Carpenters  
 (burned, charred,  
 treated material)  
 Piledriver, creosote  
 Millwright, machine  
 erectors  
**ELEVATOR MECHANICS:**  
 Area 1  
**GLAZIERS:**  
 Area 5

Basic Hourly Rates	Fringe Benefits
\$16.57	\$3.42
16.72	3.42
16.82	3.42
16.93	3.42
17.07	3.42
19.855	a+3.29
16.84	b+2.68

	Basic Hourly Rates	Fringe Benefits
PAINTERS:		
Area 1:		
Drywall Taper	14.67	2.59
Area 4:		
Striper	16.65	1.83
SHEETMETAL WORKERS:		
Area 3	20.04	4.54
TERRAZZO WORKERS;		
TILE SETTERS:		
Area 2	16.48	2.00
Area 7	17.44	3.43
LINE CONSTRUCTION:		
Group 6:		
Head Groundman (chipper)	13.66	
Fringe Benefits:		
Groups 1 to 3		3.25+3½%
Groups 4 to 7		3.25+3½%
ELECTRONIC TECHNICIANS:		
Area 1	12.82	1.12+3%
ADD:		
ELECTRONIC TECHNICIANS:		
Area 3:		
Grays Harbor, Lewis, Mason, Pierce, Pacific, and Thurston Counties	14.00	7.4%

BPW

# Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

SEATTLE ENG. DEPT.  
1985 APR 23 PM 3:05



April 22, 1985

Re: Improvements in right-of-way in front of 13055 12th NW

Mr. & Mrs. Jim Mackey  
13055 12th N.W.  
Seattle, Washington 98177

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JDO		
JBR	KW	GB
MAY 10 1985		

Dear Mr. & Mrs. Mackey:

The Board of Public Works in regular session April 19, 1985 heard your request to make improvements to the public right-of-way in front of your home at 13055 12th N.W.

After hearing testimony from those present and considering the written record, the Board concurred with the Director of Engineering's recommendation with certain modifications as described below. The Board's approval of improvements to the wall includes only those portions of the wall located in the public right-of-way. Any work on the wall must comply with applicable City codes.

A street-use permit may be issued to you to accomplish the following improvements:

1. Cut back curved portion of Northeast wall.
2. Cut back curved portion of front wall and return it to the house. Raise, stucco and paint the wall.
3. Construction of a concrete curb to contain the landscaped area only.
4. Pavers or poured concrete driveway may not extend beyond existing brick wall toward the street.
5. Planting area in front of wall may not extend more than 24" from the exterior of the wall or beyond the adjacent utility pole, whichever distance is the lesser of the two measurements.
6. Asphalt may be laid from the concrete driveway to the street but must be restricted to the 23' width of the driveway. That portion of the asphalted drive which meets with the roadway may be flared consistent with the Engineering Department standards.

22153

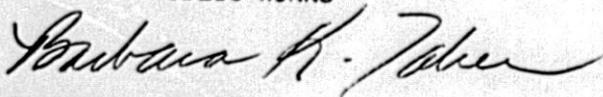
Mr. & Mrs. Jim Mackey  
April 22, 1985  
Page 2

7. All permitted items must be covered by an indemnity agreement.

Please contact George Boyle in the Street Use Section of Engineering, 501 Municipal Building, regarding the permit requirements.

Sincerely,

BOARD OF PUBLIC WORKS



Barbara K. Taber  
Executive Secretary

BKT:wc

cc: Kirk Jones, Engineering Dept.  
George Boyle, Engineering Dept. ✓  
Dr. & Mrs. Carlson  
David Schiffrin, Barokas & Martin  
Robert Gloster, M.D.  
Douglas Haldeman, Ph.D.  
Katy Chaney, DCLU

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

*Board of Public Works*

MEMORANDUM

*4/16*

Date: April 15, 1985  
To: Eugene V. Avery, Director of Engineering  
From: Barbara K. Taber, Executive Secretary  
Re: Overdue Invoices to Board of Public Works

*3C  
+att*

ACTION		
JDO	TRLY	
INFORMATION		
EVA		



SEATTLE ENG. DEPT.  
1985 APR 16 PM 4: 07

MAY 3 1985

To date, the Board of Public Works has not received documentation (copy of T/C 34) from your department that the attached invoice(s) has been paid.

If it has been paid, please send a copy of the payment documentation to the Board of Public Works (09-04-03).

If it has not been paid, please process payment for it immediately and send a copy of the payment documentation to the Board of Public Works (09-04-03).

Thank you for cooperation. If you have any questions, please call Kristine Broome or Mike Purdy at extension 2266.

BKT:MEP:wc  
9A/BILLING6

21926

Your  
Seattle  
Board of Public Works

GENERAL FUND



DATE: 01-22-85

INVOICE: 2241

DEPARTMENT: Engineering

PROJECT NAME: 1983 Non-Arterial Concrete Street  
Rehabilitation

BPW #: 84-28

ORDINANCE NO: 110900

CONTRACTOR: Klokstad Construction Co.

COPY

\*\*\*\*\*  
DESCRIPTION

DATE

CHARGE

Contractor Directed to Begin Work	08-15-84	
Project previously billed through	12-31-84	
Billing Date	01-18-85	

RATE:

\$14.50 /day x 13 working days

\$ 188.50

\*\*\*\*\*  
Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM47

Your  
Seattle  
Board of Public Works  
GENERAL FUND



DATE: 02-19-85

INVOICE: 2244

DEPARTMENT: Engineering

PROJECT NAME: West Tilden St., et al by Sewer Rehabilitation,  
etc. (28th West/West Ruffner)

BPW #: 84-30

ORDINANCE NO: 111491

CONTRACTOR: Valley Cement Construction, Inc.

COPY

\*\*\*\*\*

<u>DESCRIPTION</u>	<u>DATE</u>	<u>CHARGE</u>
Contractor Directed to Begin Work	08-06-84	
Project previously billed through	12-31-84	
Billing Date	02-15-85	

**RATE:**

\$14.50 /day x 31 working days \$ 449.50

\*\*\*\*\*

Coding for T/C 34: Org. 001 Account 03146

PLEASE SEND PINK COPY OF T/C 34 TO BOARD OF PUBLIC WORKS - 09-04-03  
WITH COPY OF INVOICE

FORM47

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

*Board of Public Works*

SEATTLE ENG. DEPT.

85 APR 26 A10: 22



LETTER OF TRANSMITTAL

<b>TO:</b> Marlaina Kiner	<b>DATE:</b> 4/16/85	<b>BPW #:</b>
Director, Human Rights Department	<b>RE:</b> Board of Public Works WMBE	
<b>ATTN:</b> Randy Gainer	Report for February 1985	

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return
- \_\_\_\_\_

- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

*8c  
T  
att*

ROUTING	DATE	INITIAL
ACTION		
FILE	1	
INFORMATION		
EVA		
JDD/BAB		
REN/ABW/FSV		
		LFC

*DJH*

MAY 14 1985

ACTION REQUESTED BY: \_\_\_\_\_

**REMARKS** All construction contracts were awarded by competitive bid. All consultant contracts were awarded based upon negotiation. None of the contractors awarded contracts were non-profit firms. Hanon and Morgan Trucking is a substitution for Frank Paduano. Frank Paduano was reported on the September 1984 WMBE Report.

**COPIES TO:**  
Board of Public Works Members  
Office for Women's Rights  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

22254

BOARD OF PUBLIC WORKS MBE REPORT - CONSTRUCTION CONTRACTS

FEBRUARY 1985

BPW NO	FUNDING SOURCE	NAME OF CONTRACTOR	MBE, MBE, OR WMBE	NAME OF PROJECT	DATE OF AWARD OR SUB APPROVAL	AMOUNT OF PRIME CONTRACT	NAME OF MBE CONTRACTOR/SUBCONTRACTORS	MBE, MBE, OR WMBE	CONTRACT TYPE (Sub=1; Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF MBE PARTICIPATION
84-88	FAI	R.L. Ailla Co.		SR-90 #5, So. Judkins St.	02-08-85	1008345.06	Virginia L. Seltz Const.	MBE	1 Water Line	42160.00
84-88						0.00	Ben-Co. Const.	MBE	1 Concrete, Paving	167700.00
84-88						0.00	T. Yorozu Gardening	MBE	1 Landscaping	34000.00
84-88						0.00	Kaspac	MBE	1 Pavement Marking	1600.00
84-76	Light	Frank Coluccio Const.		Insta. of Underground Facilities-1985	02-08-85	331271.25	D.R. Craig Const. Co.	MBE	1 Landscaping, Hauling	11000.00
84-76						0.00	Lukes M&M Electric	MBE	1 Electrical	71621.25
85-4	Water	Constructors-Pamco		So. Ryan St: Cornell Ave. So. Watermain	02-08-85	65930.00	Coastal Marine Const.	MBE	1 Earthwork	2000.00
85-4						0.00	National Concrete Cut.	MBE	1 Asphalt, Concrete	2100.00
85-4						0.00	Rivera & Green	MBE	1 Trucking	4100.00
85-4						0.00	Hot Mix Pavers	MBE	1 Asphalt Paving	3700.00
85-1	Light	Wilco, Inc.		Boundary Transmission Line Construction	02-08-85	645000.00	R & B Supply	MBE	1 Labor	20200.00
85-1						0.00	R.E. Smith Co., Inc.	MBE	1 Footings	104000.00
85-3	NIP	Klokstad Const. Co.		28th Ave. E. etc. Traffic Circles	02-15-85	31519.50	Kenmore Premix	MBE	2 Cement	1000.00
85-3						0.00	T. Yorozu Gardening	MBE	1 Landscaping	1491.25
85-3						0.00	Ben-Co. Const.	MBE	1 Inlets	2600.00
85-3						0.00	Hot Mix Pavers	MBE	1 Asphalt	780.00
84-58	Sewer	Virginia L. Seltz Const.	MBE	Sewage Lift Station Improvements	02-15-85	157698.00	Virginia L. Seltz Const.	MBE	4 Installing Pipe	134043.30
84-58						0.00	Ben-Co. Const.	MBE	1 Concrete Repairs	23654.70
84-90	Sewer/ACSF	Gary Merlino Const. Co.		Harrison Street Sewer Rehabilitation	02-15-85	82363.00	Kenmore Premix	MBE	2 Concrete Supply	2700.00
84-90						0.00	Kaspac	MBE	1 Striping	1585.00
84-90						0.00	Hot Mix Pavers	MBE	1 Asphalt Paving	12000.00
85-9	CDBG	D.R. Craig Const. Co.	MBE	Denny Regrade Street Trees, 2nd Ave.	02-22-85	47070.00	D.R. Craig Const.	MBE	4 Tree Planting	39970.00
85-9						0.00	V & J, Inc.	MBE	1 Delivery	7100.00
85-10	Water	Gary Merlino Const. Co.		Dayton Ave. N., Prospect St. Watermain	02-22-85	56131.00	D.R. Craig Const. Co.	MBE	1 Landscaping	1700.00
85-10						0.00	D. Leonard & Sons	MBE	1 Trucking	2600.00
85-10						0.00	TNT Concrete	MBE	1 Concrete Work	5900.00
84-72	Sub Apprvl	Gencon Construction		Power Control Center Addition/Warren	02-08-85	0.00	Most Construction	MBE	1 Erect precast	14600.00
84-72	Sub Apprvl	Gencon Construction		Power Control Center Addition/Warren	02-08-85	0.00	Toro Construction	MBE	1 Metal windows/doors	11315.00
84-35		Butler Sealant		Cowan Park (15th Avenue NE)	02-15-85	0.00	Frank Paduano	MBE	1 Trucking	-3000.00
84-35	Sub Apprvl	Butler Sealant		Cowan Park (15th Avenue NE)	02-15-85	0.00	Hanon and Morgan Truck	MBE	1 Trucking	3119.00

BOARD OF PUBLIC WORKS MBE REPORT - CONSTRUCTION CONTRACTS

FEBRUARY 1985

BPW NO	FUNDING SOURCE	NAME OF CONTRACTOR	MBE, MBE, OR MBE	NAME OF PROJECT	DATE OF AWARD OR SUB APPROVAL	AMOUNT OF PRIME CONTRACT	NAME OF MBE CONTRACTOR/SUBCONTRACTORS	MBE, MBE, OR MBE	CONTRACT TYPE (Sub=1; Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF MBE PARTICIPATION
84-66	Sub Apprvl	Felton Construction		Lk. Wash. Beaches So. CSO, Contract 3	02-22-85	0.00	Living Arts Landscaping	MBE	1 Landscaping	5604.00
*** FINAL TOTALS ***						2425327.81				732943.50

BOARD OF PUBLIC WORKS MBE REPORT - CONSULTANT CONTRACTS

FEBRUARY 1985

CONTRACT NUMBER	FUNDING SOURCE	NAME OF CONTRACTOR	MBE, MBE, OR, MBE	NAME OF PROJECT	DATE OF AWARD	AMOUNT OF PRIME CONTRACT	NAME OF MBE CONTRACTOR/SUBCONTRACTORS	MBE, MBE, OR, MBE	CONTRACT TYPE (Sub=1); (Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF MBE PARTICIPATION
Agree. T84-32	ACSF	Tudor Engineering		Street Light Rewire/City Struct.	02-08-85	41418.00	Key People	MBE	1 Word Processing	1380.00
Design Agree.	Emergency	Tetra Tech, Inc.		Soil Testing at Gas Works Park	02-08-85	45000.00	Elcon Associates AB Consulting	MBE	1 Engineering	19382.00
Supp. 1/H84-6	GF	CH2M HILL, Inc.		Alaskan Way Seawall Cathodic	02-15-85	12311.00	Hokkaido Drilling NO MBE PARTICIPATION	MBE	1 Filed Plan Develop. 1 Drilling	1350.00 6750.00 0.00

\*\*\* FINAL TOTALS \*\*\*

98729.00

28862.00

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	\$ Total MBEs (Primes) Pub. Wks. This Mo.	\$ Total MBEs (Primes) Pub. Wks. To Date	\$ MBEs (Subs) Pub. Wks. This Mo.	\$ MBEs (Subs) Pub. Wks. To Date	\$ Total MBEs (Primes & Subs.) Pub. Wks. This Month	\$ Total MBEs (Primes & Subs.) Pub. Wks. To Date	\$ MBEs (Primes & Subs.) Pub. Wks. This Month	\$ MBEs (Primes & Subs.) Pub. Wks. To Date
Jan.	897,226.24	897,226.24	0	0	132,290.00	132,290.00	132,290.00	132,290.00	14.7	14.7
Feb.	2,425,327.81	3,322,554.05	0	0	460,851.20	593,141.20	460,851.20	593,141.20	19.0	17.9
Mar.										
Apr.										
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	\$ Total MBEs (Primes) Pub. Wks. This Mo.	\$ Total MBEs (Primes) Pub. Wks. To Date	\$ MBEs (Subs) Pub. Wks. This Mo.	\$ MBEs (Subs) Pub. Wks. To Date	\$ Total MBEs (Primes & Subs.) Pub. Wks. This Month	\$ Total MBEs (Primes & Subs.) Pub. Wks. To Date	\$ MBEs (Primes & Subs.) Pub. Wks. This Month	\$ MBEs (Primes & Subs.) Pub. Wks. To Date
Jan.	897,226.24	897,226.24	0	0	34,136.00	34,136.00	34,136.00	34,136.00	3.8	3.8
Feb.	2,425,327.81	3,322,554.05	174,013.30	174,013.30	98,079.00	132,215.00	272,092.30	306,228.30	11.2	9.2
Mar.										
Apr.										
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - CONSULTANT CONTRACTS

Month	\$ Consultant Contracts This Mo.	\$ Consultant Contracts To Date	\$ Total MBEs (Primes) Cons. Cont. This Mo.	\$ Total MBEs (Primes) Cons. Cont. To Date	\$ MBEs (Subs) Cons. Cont. This Mo.	\$ MBEs (Subs) Cons. Cont. To Date	\$ Total MBEs (Primes & Subs.) Cons. Cont. This Month	\$ Total MBEs (Primes & Subs.) Cons. Cont. To Date	\$ MBEs (Primes & Subs.) Cons. Cont. This Month	\$ MBEs (Primes & Subs.) Cons. Cont. To Date
Jan.	1,418,011.12	1,418,011.12	360,550.59	360,550.59	223,105.60	223,105.60	593,656.19	583,656.19	41.2	41.2
Feb.	98,729.00	1,516,740.12	0	360,550.59	26,132.00	249,237.60	26,132.00	609,788.19	26.5	40.2
Mar.										
Apr.										
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - CONSULTANT CONTRACTS

Month	\$ Consultant Contracts This Mo.	\$ Consultant Contracts To Date	\$ Total MBEs (Primes) Cons. Cont. This Mo.	\$ Total MBEs (Primes) Cons. Cont. To Date	\$ MBEs (Subs) Cons. Cont. This Mo.	\$ MBEs (Subs) Cons. Cont. To Date	\$ Total MBEs (Primes & Subs.) Consul. Contfr. This Month	\$ Total MBEs (Primes & Subs.) Consul. Cont. To Date	\$ MBEs (Primes & Subs.) Consul. Cont. This Month	\$ MBEs (Primes & Subs.) Consul. Cont. To Date
Jan.	1,418,011.12	1,418,011.12	4,105.00	4,105.00	59,719.00	59,719.00	63,824.00	63,824.00	4.5	4.5
Feb.	98,729.00	1,516,740.12	0	4,105.00	2,730.00	62,449.00	2,730.00	66,554.00	2.8	4.4
Mar.										
Apr.										
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



Board of Public Works

LETTER OF TRANSMITTAL

416

TO: All Board Members	DATE: 4/11/85	BPW #:
	RE: Letter from Director of Engineering dated 3/25/85 regarding Board Policy on Engineer's Estimate	
ATTN:		

SEATTLE ENG. DEPT.

85 APR 16 A 9: 21

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- |   |   |
|---|---|
| <input type="checkbox"/> For your information | <input type="checkbox"/> For your approval                  |
| <input type="checkbox"/> For your files       | <input type="checkbox"/> For your signature                 |
| <input type="checkbox"/> Per your request     | <input type="checkbox"/> For your investigation             |
| <input type="checkbox"/> For your action      | <input type="checkbox"/> For your report and recommendation |
| <input type="checkbox"/> Please return        | <input checked="" type="checkbox"/> For review and comment  |
| <input type="checkbox"/> _____                | ACTION REQUESTED BY: _____                                  |

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ROUTING	DATE	INITIAL
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INFORMATION		
EVA		
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REN/DJH		
BPW/FSY		

4-24-85

REMARKS Please review the attached by Wednesday, April 24, 1985. I would like to schedule a discussion of the Engineering Dept.'s proposal at the Board meeting of April 26, 1985. Once we have agreed on a policy, I will draft wording in BPW rule format and circulate to all BPW Depts. prior to a formal Board hearing.

COPIES TO:

\_\_\_\_\_  
\_\_\_\_\_  
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BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

21029

# Seattle Engineering Department



Eugene V. Avery, Director of Engineering  
Charles Royer, Mayor

March 25, 1985

RECEIVED

APR 10 1985

EXECUTIVE SECRETARY  
BOARD OF PUBLIC WORKS

Honorable Board of Public Works  
City of Seattle  
Attention: Barbara K. Taber, Executive Secretary

Re: Board Policy Regarding Publishing of the Engineer's Estimate

Board Members:

In regular session on June 5, 1974, the Board established seven different ranges from which Board Departments could provide contractors and the public with cost estimates for City of Seattle public works projects. Those ranges are:

\$ Under	-	\$ 50,000
50,000	-	100,000
100,000	-	200,000
200,000	-	300,000
300,000	-	500,000
500,000	-	1,000,000
1,000,000	-	3,000,000
Over	-	3,000,000

We believe this policy should be modified to allow Board Departments more discretion in providing contractors and the public with cost estimates for City of Seattle public works projects. The cost categories originally established by the Board policy in 1974 are, in our opinion, too inflexible. Because of this, as a recent survey of the Daily Journal of Commerce indicates, Departments are either not publishing a cost range or are ignoring the Board's policy by not using the established categories.

These ranges create a problem for a project which is just below or just above a range limit. The question always arises amongst Department staff as to whether a project costing just over a million dollars should be advertised at "\$500,000 to \$1,000,000" or "\$1,000,000 to \$3,000,000." Some staff believe that publishing a range of "\$1,000,000 to \$3,000,000" for a project whose Engineer's Estimate is \$1,100,000 could result in fewer or higher bids.

A review of Invitations to Bid published in other publications, including Engineering News Record, indicate that project costs are generally stated in two ways: by an "approximate cost" or a relatively narrow range. In one case, the range was given as between \$48,000 and \$50,000.

Honorable Board of Public Works  
Page 2  
March 25, 1985

After a review of these publications and telephone discussions with staff of each Board Department, we believe the current Board policy should be modified. We recommend the policy be modified to allow Board Departments to express this information in either of the following ways at their discretion:

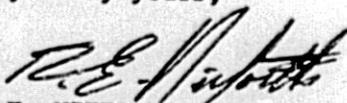
- A. Permit publication of the Engineer's Estimate to the nearest \$10,000, \$50,000 or \$100,000 significant figure, depending upon the size of the project. Ex. "The cost of this project is approximately \$180,000."

OR

- B. Permit Departments to publish a range, the limits of which would be approximately 20% above and below the Engineer's Estimate, rounded to the nearest 10, 50 or 100K depending on size of the project. Ex. "Engineer's Estimate = \$48,272. Range \$40,000 to \$60,000."

We appreciate your consideration of this matter.

Very truly yours,



R. E. NIEFORTH, P.E.  
Principal Assistant Director  
Engineering Services Division

DJH:br  
j2/jdh-3.26

cc: E.V. Avery - Director, Seattle Engineering Dept.  
John Hanson - City Light  
Frank Hungate - Parks Dept.  
Bob Snyder - Dept. of Administrative Services  
Jim Miller - Water Dept.  
Ed Engel - Seattle Engineering Dept.  
File

American  
Public Works  
Association



Washington  
State  
Chapter *4/5*

*Board of Public Works*

16th Annual Safety Awards

The Washington State Chapter of The American Public Works Association is in its 16th year of recognizing those member agencies that maintain high safety standards and records.

The awards are divided into four separate classes in an attempt to make the contest more equitable. Class One, includes those agencies with less than fifty employees; Class Two, those with less than four hundred employees, Class Three, those with more than four hundred employees; and Class Four, which includes the State Department of Transportation Highway Districts.

If you know of any Public Agency that may be interested in the Annual Safety Award Contest, that have not received an entry form, please have them call me at (206) 259-8847.

Please return your entry forms to me by July 15, 1985. My address is as follows:

Bill Strong  
Safety/Facilities Manager  
City of Everett  
3200 Cedar  
Everett Wa. 98201

Remember the awards this year are for records achieved in 1984.

Sincerely,

*Bill*  
Bill Strong

Safety Committee Chairman

ACTION		
	✓	
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EVA		
IN-SHAPE		

*8c  
+att*

APR 23 1985

SEATTLE ENG. DEPT.  
1985 APR -5 AM 11:33

21615

American  
Public Works  
Association



Washington  
State  
Chapter

SAFETY AWARD PROGRAM

DATA SHEET

ORGANIZATION ( CITY, COUNTY, COMPANY) \_\_\_\_\_  
TOTAL NUMBER OF EMPLOYEES \_\_\_\_\_  
FOR YEAR ENDING \_\_\_\_\_  
STATE DEPARTMENT OF HIGHWAYS \_\_\_\_\_  
DISTRICT NUMBER \_\_\_\_\_  
TOTAL NUMBER OF EMPLOYEES \_\_\_\_\_  
IN DISTRICT \_\_\_\_\_  
FOR YEAR ENDING \_\_\_\_\_

PLEASE INCLUDE FIELD AND OFFICE PERSONNEL

FORMULAS

Industrial Incident Rate =  $\frac{\text{number of injuries and illnesses multiplied by 200,000}}{\text{TOTAL HOURS WORKED}}$

$\frac{\text{NUMBER OF INCIDENTS X 200,000}}{\text{NUMBER OF HOURS WORKED}} = \text{_____} \times \frac{200,000}{\text{_____}} = \text{_____}$

INCIDENT RATE FOR 1984 \_\_\_\_\_

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

Board of  
Public Works

MEMORANDUM

ROUTING	DATE	INITIALS
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INFORMATION		
EVA		
JDD		
REN/DJH		



4c  
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Date: April 3, 1985  
To: Board of Public Works Members  
From: *for* Barbara K. Taber, Executive Secretary  
Subject: State Prevailing Wage Rates

APR 22 1985

*Michael E. Jandy*

Attached is the latest State Prevailing Wage Rates which must be included in all public works contract specifications effective immediately, by addendum if necessary.

BKT:MEP:kb  
7/w.wgstatel

cc: Doug Howell, Engineering Department  
Jim Olson, Water Department  
John Hansen, City Light Department  
Park Engineer, Parks and Recreation Department  
Robert Snyder, Department of Administrative Services  
Bette Robbins, Seattle Center  
William Woodward, Construction and Land Use

05 APR 4 AIO: 18

SEATTLE ENG. DEPT.

21582

STATE PREVAILING WAGE RATES

Revised March 6, 1985

The contract is subject to Chap. 39:12 RCW and amendments and additions thereto relating to minimum wages. On Federally-funded projects, Federal Wage Laws and Regulations prevail. When there is a difference between the applicable State and Federal prevailing rate of wage for a similar classification of labor, the Contractor shall pay not less than the wage which is the higher of the two.

All laborers, workmen or mechanics shall be paid not less than the minimum hourly rate of wage hereinafter specified, Provided, however, that nothing herein contained shall be construed to prohibit the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work under this contract, from paying any such laborers, workmen or mechanics' wages in excess of the hourly minimum rate above specified, Provided further, that any listing of wages and fringe benefits set forth herein for any classification is intended only as a guideline for the Contractor and does not necessarily reflect the most recent classifications or prevailing wage rates therefor.

The hourly minimum rate of wage, not less than the prevailing rate of wage, which must be paid to laborers, workmen or mechanics in each trade or occupation required in the performance of this contract, either by the contractor, subcontractor or person doing or contracting to do the whole or any part of the work contemplated by this contract is listed below. These listings of the prevailing wage rates which may include both State and Federal wage rates, are the most current wage rates available at the time of advertisement. It is specifically understood and agreed that the minimum wage rates and fringe benefits for this contract are subject to change and the bidder accepts full responsibility and assumes the risk of any increased labor costs by reason of paying higher rates than those specified in the contract. The bidder shall ascertain for him/her self prior to submitting bid that the prevailing wage rates used to construct bid are the most current at the time of bid submittal. Any modifications which occur during the advertising period and come to the attention of the owner prior to the bid opening date will be included in the contract by addendum. Said addendums will not be mailed but will be made available at the time and place of bid submittal.

It is the sole responsibility of the contractor to assign the appropriate classifications to all laborers, workmen or mechanics who will perform any work pursuant to any Public Works Contract and to ascertain the applicable prevailing wage rates and fringe benefits for each such classification.

Current prevailing wage data can be obtained by the Contractor from the Industrial Statistician of the Department of Labor and Industries, Employment Standards Division, General Administration Building, Olympia, Washington 98504, (206) 753-4019, and for Federally-funded projects, from the U. S. Department of Labor, Employment Standards Administration, Wage and Hour Division, Federal Office Building, Seattle, 442-1914.

**BUILDING TRADES AND HEAVY CONSTRUCTION FOR KING COUNTY  
(Effective Date 3-06-85)**

**ASBESTOS WORKERS**

Mechanic		21.07
Health & Welfare	1.24	
Pension Fund	1.95	
Occupational Health & Research Fund	.03	
Apprentice Fund	.08	

**Overtime:** All work performed in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all work performed on Saturdays, Sundays, and Holidays shall be paid at double the regular rate of pay.

**BOILERMAKERS**

Assistant Foreman		20.17
Blacksmith		19.67
Boilermaker		19.67
Foreman		20.92
Health & Welfare	1.90	
Pension	1.25	
Vacation	1.00	
Apprenticeship	.10	

**BRICKLAYERS, MARBLE MASONS, AND STONEMASONS**

Foreman		19.45
Blocklayer		18.45
Bricklayer		18.45
Caulker		18.45
Cleaner		18.45
Marble Mason, Stonemason		18.45
Tuckpointer		18.45
Health & Welfare	1.47	
Pension	1.55	
Apprenticeship	.16	

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all hours worked on Saturdays shall be at one and one-half times the regular rate of pay. All hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.

CARPENTERS

Accoustical Foreman	18.38
Accoustical Worker	17.38
Bridge, Dock and Wharf Builder	17.42
Carpenter	17.22
Carpenter - Working Burned, Charred, Creosoted or Treated Material	17.32
Carpenter Foreman	18.22
Drywall Applicator	17.22
Floor Finisher	17.35
Floor Layer	17.35
Floor Sander	17.35
Millwright and Machine Erector	17.72
Millwright Foreman	18.72
Piledriver	17.42
Piledriver Foreman	18.47
Piledriver Foreman - On Power Rigs While Driving and/or Pulling Piling	18.77
Saw Filer	17.35
Shingler - Wood and Composition	17.35
Stationary Power Saw Operator	17.35
Stationary Power Woodworking Tool Operator	17.35

Health & Welfare	1.40
Pension	1.35
Apprentice Fund	0.06

**Overtime:** The first 2 hours in excess of 8 hours per day and all hours worked in excess of 40 hours per week, Monday through Friday, shall be paid at one and one-half times the regular rate of pay.

All other overtime hours and all hours worked on Saturdays, Sundays, and Holidays shall be paid at double the regular rate of pay.

CEMENT MASONS

## GROUP I

Application of Sealing Compound	17.86
Cement Mason - Building General	17.86
Concrete Paving	17.86
Curb and Gutter	17.86
Curing Concrete	17.86
Patching Concrete	17.86
Sidewalks	17.86

## GROUP II

Application of Underlayment	18.11
Composition Mastic	18.11
Concrete Saw (Self Powered)	18.11
Epoxy	18.11
Finish Colored Concrete	18.11
Grinder, Hand Powered	18.11
Gunite Nozzleman	18.11
Plastic	18.11
Power Tools (Grinders and All Others)	18.11
Sandblasting Architectual Finish	18.11
Tunnel Workers	18.11

## GROUP III

Trowel Machine on Colored Slabs, Composition or Kalman Floors	18.36
Health and Welfare	1.60
Pension	1.75
Training Fund	0.10

**Overtime:** The first 2 hours in excess of 8 hours per day, Monday through Friday, and the first 10 hours on Saturday shall be paid at one and one-half times the regular rate. All other overtime hours and Sundays and Holidays shall be paid at double the regular rate.

COMMUNICATION TECHNICIANS

Journeyman Electronic Technician	12.86
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## STATE PREVAILING WAGES

Revised: 3-06-85

DIVERS & TENDERS

Surface Supplied Divers - Up To 50 Feet Depth	42.68
Tenders	18.47

State: 50 ft. depth to 100 ft. depth -  
1.00 \$/ft. for each ft. over 50 ft.

State: 100 ft. depth to 175 ft. depth -  
2.00 \$/ft. for each ft. over 100 ft.

State: 175 ft. depth and over  
diver may name his own price

State: depth premium money applies to  
surface supplied divers & to scuba divers

Health & Welfare	1.40
Pension	1.35
Apprentice Fund	0.06

DRYWALL FINISHERS

Drywall Tapers	17.89
Foreman	18.89
General Foreman	19.39

Health, Welfare	
Dental	1.51
Pension	0.85
Apprentice Training	0.06

Overtime: All hours worked in excess of 8 hours per day or 40 hours per week and all hours worked on Saturdays, Sundays, and holidays shall be paid at double the regular rate of pay.

Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

ELECTRICIANS

Cable Splicer	19.38
Construction Stockman	8.81
Electrician	17.62
Foreman	19.38
General Foreman	21.14

Health & Welfare	.985
Pension - NEBF -	3%
Apprentice Fund	0.10
Pension (Local)	2.30

ELECTRICIANS - LINE CONSTRUCTION

Apprentice Lineman: 1st 6 Months	10.81
Apprentice Lineman: 2nd 6 Months	11.71
Apprentice Lineman: 3rd 6 Months	12.79
Apprentice Lineman: 4th 6 Months	14.59
Apprentice Lineman: 5th 6 Months	15.31
Apprentice Lineman: 6th 6 Months	16.03
Apprentice Lineman: 7th 6 Months	16.75
Cable Splicer Foreman	21.23
Line Crew Foreman	19.30
Pole Sprayer Learner: 1st 6 Months	15.43
Pole Sprayer Learner: 2nd 6 Months	16.17
Pole Sprayer Learner: 3rd 6 Months	16.71
Tree Trimmer Foreman	18.67
Tree Trimmer Trainee: 1st 6 Months	14.63
Tree Trimmer Trainee: 2nd 6 Months	14.90
Tree Trimmer Trainee: 3rd 6 Months	15.13
Tree Trimmer Trainee: 4th 6 Months	15.37
Cable Splicer	19.93
Pole Sprayer Leadman	19.93
Heavy Line Equipment Man	18.01
Lineman	18.01
Pole Sprayer	18.01
Welder, Certified	18.01
Tree Trimmer	16.25
Line Equipment Man	15.51
Head Groundman	13.56
Head Groundman - Chipper	13.56
Jackhammerman	13.56
Powderman	13.56
Groundman, Holedigger	12.74
Tree Trimmer Helper	12.74

Fringe Benefits	
Apprenticeship	.50 % of hourly rate
Health and Welfare	1.00
NEBF	3.00 % of hourly rate
Pension - Journeyman and Above	2.00
Pension - All Others	1.30
Vacation	.10

ELEVATOR CONSTRUCTORS

Helper		14.53
Mechanic		20.76
Mechanic In Charge		23.355
Probationary Helper		10.38
Health & Welfare	1.645	
Pension	1.27	
Educational Fund	.085	
Vacation under 5 yrs,	6%	
5 yrs. and over,	8%	

FENCE ERECTORS & FENCE LABORERS

Fence Erector		13.00
Fence Laborer		10.95

FLAGGERS

Flagger		10.78
Total Hourly Benefits	3.43	

GLAZIERS

Journeyman		16.84
Foreman		17.84
Health & Welfare	0.75	
Pension Fund	1.75	
Holidays	.50	
Apprentice Training	.18	
Vacation	1.01	

INSULATION APPLICATORS

Journeyman	14.22
Foreman	15.22

Health & Welfare	1.40
Pension	1.35
Training Fund	0.06

**Overtime:** The first 2 hours in excess of 8 hours per day or 40 hours per week, Monday through Friday, shall be paid one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

IRONWORKERS

Burners	17.48
Foreman	18.98
General Foreman	19.98
Ironworkers	17.48
Ornamental	17.48
Reinforcing	17.48
Riggers	17.48
Structural	17.48
Welders	17.48

Health & Welfare	2.36
Pension	2.15
Apprenticeship Fund	0.20

**Overtime:** The first 2 hours in excess of 8 hours per day, Monday through Friday, and the first 8 hours on Saturday shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.

LABORERSGROUP I

8.46

Window Cleaner

GROUP II

10.78

Batch Weighman  
Crusher Feeder  
Pilot Car  
Toolroom Man (at job site)

GROUP III

14.96

Ballast regulator machine  
Carpenter Tender  
Cement Finisher Tender  
Chipper  
Clean-up Laborer  
Concrete Form Stripper  
Curing Concrete  
Demolition, Wrecking and Moving  
(incl. charred materials)  
Epoxy Technician  
Gabion Basket Builder  
General Laborer  
Grinders  
Pot Tender  
Powderman Helper  
Stake Hopper  
Topman - Tailman  
Tugger Operator  
Vibrating Screed (Air, Gas or Electric)

GROUP IV

15.44

Asphalt Raker  
 Cement Dumper - Paving  
 Concrete Saw Operator  
 Driller - Wagon and Air Track Operator  
 Faller & Bucker - Chain Saw  
 Grade Checker and Transit Man  
 High Scaler  
 Hod Carrier  
 Jackhammer  
 Manhole Builder  
 Mortar Mixer  
 Nozzlemans (Concrete Pump, Green Cutter when using  
 combination of high pressure air and water on  
 concrete and rock, sandblast, Gunnite, Shotcrete)  
 Water Blaster  
 Pavement Breaker  
 Pipe Reliner (not insert type)  
 Pipelayer and Caulker  
 Railroad Spike Puller (Power)  
 Spreader (Concrete)  
 Spreader - Clary Power or Similar Types  
 Tamper (Multiple and Self Propelled)  
 Tamper and Similar Electric, Air and Gas Operated Tools  
 Timberman - Sewer (Lagger, Shorer, & Cribber)  
 Track Liner (Power)  
 Vibrator  
 Well-Point Man

GROUP V

15.80

Caisson Worker  
 Miner  
 Powderman  
 Re-Timberman

Fringe Benefits:	Health & Welfare	1.75
	Pension	1.55
	Training Fund	.13

**Overtime:** All work performed in excess of 8 hours in any one day or in excess of 40 hours in any one week, Monday through Saturday, shall be paid at one and one-half times the employee's regular rate. All work performed on Sundays and holidays shall be paid at two times the employee's regular rate.

LABORERS - SEWER AND WATER LINE CONSTRUCTION

General Laborer		13.80
Pipelayer		14.28
Topman		14.14
Health and Welfare	1.75	
Pension	1.55	
Training Fund	.13	

LANDSCAPE CONSTRUCTION

Landscaping or Planting Laborers		8.46
Irrigation and Landscape Plumbers		10.62
Irrigation and Landscape Power Equipment Operators		11.18

Total hourly benefits for Landscape Laborer: \$3.33 per hour

Total hourly benefits for Landscape Plumber: \$3.25 per hour

Total hourly benefits for Landscape Equipment Operator: \$3.95 per hour

LATHERS

Foreman - 10 Men or More		19.06
Foreman 2 to 5 Men		17.99
Foreman 6 to 9 Men		18.53
Journeyman		17.46
Health & Welfare	1.45	
Apprenticeship	0.10	
Pension	1.50	

## STATE PREVAILING WAGES

Revised: 3-06-85

MASON TENDERS, HOD CARRIERS AND MORTARMEN

Hod Carrier		15.44
Mortarman		15.44
Health and Welfare	1.75	
Pension	1.55	
Training Fund	.13	

PAINTERS

Brush, Roller, Paperhanger		16.74
Industrial Painter*		17.14
Steeple Jack, Tower		17.49

\*Industrial Painter: Steam Cleaner, Power Wash (over 2000 psi), Bridge, Epoxy, Toxic Spray, Sandblast (pot tender - brush rate), Steel, Tank, Suspended Scaffolding, Pipes, Industrial Work in Industrial Plants.

Foreman: 75¢ per hour over the highest paid Journeyman on the job  
 General Foreman: \$1.00 hour over the highest paid on the job

Health & Welfare & Dental	1.70
Pension	.96
Apprenticeship Training	.06

**Overtime:** The first 2 hours in excess of 8 hours per day, Monday through Friday, shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

PLASTERERS

Foreman More Than 9 Men		18.87
Foreman 2 To 5 Men		17.83
Foreman 6 To 9 Men		18.35
Journeyman		17.31
Health & Welfare	1.45	
Pension Fund	2.00	
Apprenticeship Fund	0.17	

PLAYGROUND & PARK EQUIPMENT INSTALLERS

Playground Equipment Installer:		8.46
Park Equipment Installer:		8.46
Fringe Benefits:		3.33

PLUMBERS & PIPEFITTERS

Foreman		20.93
General Foreman		21.89
Plumber and Pipefitter		19.00
Welders		19.00
Dental	0.41	
Health & Welfare	1.20	
Pension	2.30	
Vacation	2.75	
Apprenticeship	0.16	

POWER EQUIPMENT OPERATORSGROUP IA

\$ 18.73

Cranes 100 tons and over or 200 feet of boom including jib and over  
 Loader 8 yards and over  
 Shovels and attachments 6 yards and over

GROUP I

18.23

Cableways  
 Crane over 45 tons up to 100 tons or over 150 feet of boom including jib  
 Helicopter Winch  
 Loader, Overhead 6 yards up to 8 yards  
 Quad 9 and similar D-10 and HD-41  
 Remote Control Operator, etc.  
 Rollagon  
 Scrapers, Self-propelled 45 yards and over  
 Shovels, Backhoes over 3 yards to 6 yards  
 Slipform Pavers  
 Tower Crane

GROUP II

17.79

Bump Cutter  
 Chipper  
 Concrete Batch Plant Operator  
 Cranes 20 tons thru 45 tons  
 Crushers  
 Derrick  
 Drilling Machine  
 Finishing Machine  
 Hydralifts  
 Leadman Mechanic \$.30 over Mechanic  
 Loaders, Overhead under 6 yards  
 Locomotives, all  
 Mechanics, all  
 Mixers, Asphalt Plant  
 Motor Patrol Graders - finishing, pulling slopes, ditches, etc.  
 Piledriver  
 Pump Truck mounted concrete pump with boom attachment  
 Scrapers, Self-propelled under 45 yards  
 Screedman  
 Shovels, Backhoes 3 yards and under  
 Sub-grader - Trimmer  
 Tractor, 60 H.P. and over, Backhoe and Attach.  
 Tractors, Backhoe

GROUP III

17.43

A-frame Crane  
 Brooms  
 Concrete Pumps  
 Conveyors  
 Cranes, up to 20 tons  
 Dozers, D-9 and under, Yo-Yo, Paydozer  
 Driver on Truck Cranes over 45 tons  
 Equipment Service Engineer  
 Fork Lifts  
 Hoists, Air Tuggers, etc.  
 Loaders - Elevating type  
 Motor Patrol Grader - non-finishing  
 Mucking Machine, etc.  
 Rollers, On Plant, Road Mix or Multilift Materials  
 Saws, Concrete  
 Scrapers - Carry all  
 Spreaders, Blaw Knox, etc.  
 Tractor, 60 H.P. and under, Backhoe and Attach.  
 Trenching Machines

GROUP IV

17.13

Assistant Engineers  
 Compressors  
 Oil Distributors, Blowers, etc.  
 Oiler Driver on Truck Crane 45 tons and under  
 Pavement Breaker  
 Posthole Digger, Mechanical  
 Power Plant  
 Pumps, Water  
 Roller, other than Plant Road Mix  
 Wheel Tractors, Farmall type

GROUP V

15.33

Grade Checker and Stakeman

Foreman - \$0.50 per hour over highest classification under his supervision

**Overtime:** All work performed in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all work performed on Saturdays shall be paid at one and one-half times the regular rate. All work performed on Sundays and Holidays shall be paid at double the regular rate of pay.

Fringe Benefits:	Health & Welfare	1.95
	Pension	2.00
	Training Fund	0.21

POWER EQUIPMENT OPERATORS - SEWER AND WATER LINE CONSTRUCTIONGROUP I

16.92

Back Filler  
 Backhoe (780 Case Type with Attachments)  
 Clam  
 Crane  
 Ditching Machine  
 Dozer (All Cat, Type D-3 and Larger)  
 Dragline  
 Front-end Loader (2 yds. and over)  
 Mechanic  
 Mechanic Welder  
 Motor Grader  
 Screed  
 Shovel (3 yds and under)  
 Side Boom (All Cat, Type D-3 and Larger)

GROUP II

16.425

Backhoe (680 Case Type and Smaller with Attachments)  
 Bending Machine  
 Boom Truck (Stationary)  
 Boring Machine  
 Compactors  
 Dozer (Any Type Smaller than Cat D-3)  
 Drills (Leroi Type)  
 Front-End Loader (under 2 yd.)  
 Gin Truck  
 Mechanical Greaser (Large Grease Truck)  
 Paving Machines  
 Pot Fireman (Engine Operated above 3 BBL.)  
 Rollers  
 Service Plow  
 Side Boom (Any type smaller than Cat D-3)  
 Tractair  
 Well Point System

GROUP III

Air Compressor  
 Chain Type Ditcher (Ditch Witch)  
 Concrete Saw  
 Oil-Greaser  
 Oiler  
 Pump  
 Welding Machine

14.46

Fringe Benefits:	Health and Welfare	1.95
	Pension	2.00
	Training Fund	.21

**Overtime:** All work performed in excess of 8 hours per day or 40 hours per week, and all work performed on Saturdays (except make-up days) and Sundays shall be paid at one and one-half times the regular rate of pay. All work performed on Holidays shall be paid at double the regular rate of pay.

REFRIGERATION AND AIR CONDITIONING MECHANICS

Air Conditioning Mechanic	18.27
Refrigeration Mechanic	18.27

Health & Welfare	1.20
Pension Fund	2.18
Vacation Fund	2.18
Apprentice Fund	0.16
Dental	0.41

ROOFERS AND WATERPROOFERS

Journeyman	18.85
Journeyman - using bituminous material	21.85
Slate and Tile Roofers	19.10

State: Foreman, 0.75 \$/Hr. above the scale  
for the job classification in which he works

Health & Welfare	1.20
Pension Fund	1.30
Apprenticeship	0.07

**Overtime:** Over 8 hours per day or 40 hours per week, Monday through Saturday, at one and one-half times the regular rate. Sundays and Holidays - double the regular rate of pay.

SHEETMETAL WORKERS

Foreman	22.70
Journeyman	21.00
Material Man	14.00

Health & Welfare	1.35
Pension Fund	1.80
Apprenticeship	0.16
SASMI	3%

**Overtime:** All hours worked in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

BOARD OF PUBLIC WORKS JAN-JUNE 1985

SIGN HANGERS AND SIGN PAINTERS AND CONSTRUCTION MEN

Sign Hanger and Construction Man	14.99
Sign Painter	17.63

State: Foreman, 4.00 \$/Day above the Journeyman scale of wages

Dental	.12
Health and Welfare	
& Rx Drugs	86.00 \$/Mo
Pension	.60

SOFT FLOOR LAYERS

Carpet Layers	17.03
Linoleum Layers	17.03
Plastic, Resilient, Metal Tile Layer	17.03
Seamless Surface Coating Installer	17.03

Health and Welfare	1.43
Pension	1.50
Apprenticeship	.17

SPRINKLER FITTERS - FIRE PREVENTION

Foreman	22.74
Journeyman	21.14

Health & Welfare	1.55
Pension	5.10
Apprentice Fund	0.11

SURVEYORS

Chain Person	8.25
Instrument Man (Junior Engineer)	11.00
Party Chief (Assistant Engineer)	11.50

Total Hourly Benefit - Party Chief	1.50
Total Hourly Benefit - Instrument Person	1.00
Total Hourly Benefit - Chain Person	.70

TERRAZZO WORKERS & TILE SETTERS

Terrazzo Worker		17.06
Tile Setter		17.06

Health & Welfare	1.47
Pension Fund	1.55
Training Fund	0.11

TILE, MARBLE & TERRAZZO HELPERS

Tile, Marble and Terrazzo Finisher		14.77
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Health & Welfare	1.47
Pension	0.75

TRAFFIC CONTROL STRIPERS

Foreman		19.53
Journeyman		16.65

Health & Welfare	1.50
Pension	0.50
Apprentice Training	0.06

TRUCK DRIVERS (HEAVY CONSTRUCTION)

<u>A-FRAME OR HYDRALIFT TRUCKS OR SIMILAR EQUIPMENT WHEN A-FRAME OR HYDRALIFT OR SIMILAR EQUIPMENT IS IN USE</u>	17.64
<u>BUGGYMOBILE</u>	17.33
<u>BULK CEMENT TANKER</u>	17.49
<u>BULL LIFTS, OR SIMILAR EQUIPMENT USED IN LOADING OR UNLOADING TRUCKS, TRANSPORT-MATERIALS ON JOB SITES:</u>	
Warehousing	17.16
Other than Warehousing	17.51
<u>BUS OR MANHAUL</u>	17.16
<u>DUMPSTERS, AND SIMILAR EQUIPMENT</u>	
<u>TOURNOROCKERS, Tournowagon, Tournotrailer, CAT DW SERIES, TERRA COBRA, LE TOURNEAU, WESTINGHOUSE, TRACTOR WITH TRAILER AND SIMILAR TOP-LOADED EQUIPMENT TRANSPORTING MATERIAL AND PERFORMING WORK IN TEAMSTER JURISDICTION. DUMP TRUCKS SIDE, END AND BOTTOM DUMP, INCLUDING SEMI-TRUCKS AND TRAINS OR COMBINATIONS THEREOF:</u>	
Up to and including 5 yards	17.16
Over 5 yards to and including 12 yards	17.38
Over 12 yards to and including 16 yards	17.44
Over 16 yards to and including 20 yards	17.49
Over 20 yards to and including 30 yards	17.66
Over 30 yards to and including 40 yards	17.82
Over 40 yards to and including 55 yards	17.98
- 15 cents per hour increase for each 10-yard increment over 55 yards	
<u>EXPLOSIVE TRUCK - FIELD MIX - &amp; SIMILAR EQUIPMENT</u>	17.38
<u>FLATBED</u>	
Single Rear Axle	17.16
Dual Rear Axle	17.27

<u>GREASE TRUCK, FUEL TRUCK, GREASER, BATTERY SERVICE MAN AND/OR TIRE SERVICE MAN</u>	17.16
<u>HYSTER OPERATORS - HANDLING BULK LOOSE AGGREGATES</u>	17.33
<u>LEVERMAN &amp; LOADERS AT BUNKERS &amp; BATCH PLANTS</u>	17.06
<u>LOWBED H.D. TRAILER</u>	
Under 50 Ton Gross	17.38
50 Ton Gross through 100 Gross	17.66
Over 100 Gross	17.82
<u>MECHANIC</u>	17.50
<u>MECHANIC HELPER</u>	16.91
<u>PICKUP TRUCK, ESCORT OR PILOT CAR</u>	17.06
<u>ROAD OIL DISTRIBUTOR DRIVER</u>	17.38
<u>SCISSOR TRUCK</u>	17.16
<u>SLURRY TRUCK</u>	17.38
<u>SNO-GO &amp; SIMILAR EQUIPMENT</u>	17.38
<u>SPREADER, FLAHERTY</u>	17.16
<u>STRADDLE CARRIER ROSS, HYSTER - AND SIMILAR EQUIPMENT</u>	17.33
<u>SWAMPERS</u>	17.06
<u>TEAM DRIVER</u>	17.11
<u>TRACTOR, SMALL RUBBER-TIRED - WHEN USED WITHIN TEAMSTER JURISDICTION</u>	17.16
<u>TRANSIT-MIX USED EXCLUSIVELY IN HEAVY CONSTRUCTION</u>	
0 to and including 4-1/2 yards	17.37
Over 4-1/2 yards to and including 6 yards	17.54
Over 6 yards to and including 8 yards	17.70
Over 8 yards to and including 10 yards	17.86
Over 10 yards to and including 12 yards	18.03
Over 12 yards to and including 16 yards	18.19
Over 16 yards to and including 20 yards	18.35
Over 20 yards	18.51
Note: All types of trucks or equipment used to haul Portland Cement Ready-Mix shall be governed by the Transit-Mix Scales.	
<u>VACUUM TRUCK</u>	17.16
<u>WAREHOUSEMAN AND CHECKERS</u>	17.06
<u>WATER WAGON AND TANK TRUCK</u>	
Up to 1600 Gallons	17.16
1600 Gallons to 3000 Gallons	17.33
Over 3000 Gallons	17.49

WINCH TRUCK

Single Rear Axle	17.16
Dual Rear Axle	17.38

WRECKER, TOW TRUCK AND SIMILAR EQUIPMENT

17.16

**Overtime:** All work performed in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all work performed on Saturdays shall be paid at one and one-half times the regular rate of pay. All work performed on Sundays and Holidays shall be paid at double the regular rate of pay.

## FRINGE BENEFITS - TRUCK DRIVERS

Health & Welfare	1.89
Pension Fund	1.75

WELL DRILLERS

Helpers	8.75
Well Driller	10.90

## HOURLY SCALE OF WAGES

In the event any dispute arises as to whether the above rates are the prevailing rates for this locality, and the dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington, and his decision therein shall be final and conclusive and binding on all parties involved in the dispute.

Weekly payroll reports shall be filed with the Executive Secretary of the Board of Public Works, containing the following items:

1. Name and residence address
2. Classification of work as defined by specifications
3. Number of hours employed each day
4. Total number of hours employed each payroll period
5. Rate of wages
6. Total amount earned
7. Deductions for Medical Aid
8. Net amount paid
9. Whether a citizen of the United States
10. Whether a head of a family

Work performed at the straight-time rate shall be shown on one line of the payroll for each day and any overtime worked; travel time or other additional compensation must be shown on a separate line for each day and extended at the premium rate.

Payroll reports shall be signed by the Contractor or his duly authorized agent.

An authorization for an agent, in substantially the following form, shall be submitted with the first payroll report for each project. If the agent is changed, a new authorization will be required.

Your  
Seattle  
Board of Public Works

SEATTLE ENG. DEPT.

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

85 APR 5 A10:07

ROUTING	DATE	INITIAL
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MEMORANDUM

*Board of Public  
Works*

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Date: April 2, 1985  
To: Board of Public Works Members APR 23 1985  
From: Barbara K. Taber, Executive Secretary *Barbara K. Taber*  
Subject: Employee Interviews on HUD Community Development  
Block Grant (CDBG) Funded Projects

Administering departments are responsible for conducting interviews on the job site with employees of the contractor and each subcontractor on all HUD Community Development Block Grant (CDBG) funded projects. Attached is a copy of the Record of Employee Interview form to be used.

The interviews are required to ensure that employees are receiving at least the prevailing wage rate. The completed forms should be sent to the Board of Public Works, where Board staff will review the interview forms and compare the information with that provided by the contractor on the payrolls.

Staff from the administering department should actually conduct the interview with the employees. The forms should not be given to the employees to complete nor should they be given to the contractor or subcontractor to complete. It is important that an actual interview be conducted in order to ensure accurate information.

Administering departments should conduct interviews with employees representing all classifications of labor used on the project and with employees representing the contractor and each subcontractor.

It is important that the person conducting the interview for the administering department inform the employees interviewed that the information provided is confidential and that his/her identity will be disclosed to the employer only with the employee's written permission. The interviewer should clearly identify himself/herself to the employee as a representative of the administering department for the City.

Attached is a copy of the guidelines provided by HUD for the completion of the Record of Employee Interview form.

If you have any questions, please call Mike Purdy at extension 2266.

BKT:MEP:wc  
Attachment

21635

HUD GUIDELINES FOR CONDUCTING EMPLOYEE INTERVIEW  
ON COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

Employee Interviews. Employee interviews must be sufficient to establish the degree of compliance and to indicate the nature and extent of violations, if any. They must also be representative of all classifications of employees on the project. Employees shall be encouraged to produce pay stubs or pay envelopes which document the wages received. The employee shall be informed that the information given is confidential, and his/her identity will be disclosed to the employer only with the employee's written permission, and that he/she is being interviewed by an employee of the local or State agency or HUD on a project assisted by the U.S. Department of Housing and Urban Development. Disclosure of employee statements are governed by the provisions of the Freedom of Information Act and the Privacy Act of 1974.

- (1) Place of Interview. Employees currently employed may be interviewed during working hours on the job, provided that the interview can be properly and privately conducted on the premises. In cases of possible falsification of records, fear of reprisals, or intimidation, it may be more advisable to conduct the interview elsewhere, such as in the employee's home, at the agency's office, or another suitable place.
- (2) Initiating the Interview. The local or State inspector or HUD official shall begin the interview by identifying himself/herself to the worker. He/she shall confirm identity by showing the worker his/her credentials. He/she shall explain that the project is being constructed with the assistance of the Federal Government, that the payment of prevailing wages on Federally-assisted construction projects is required by law, and that the purpose of the interview is to obtain information for use in determining whether the required wages are being paid. He/she shall inform the worker of the

specific location at which the applicable wage determination decision is posted at the project site.

- (3) Mail Interviews. Employees and former employees may be interviewed by mail.
- (4) Interview Time. If the interview is conducted on the job site it shall be arranged causing the least inconvenience to the employer and employee.
- (5) Oral Interview Statements. An employee interview need not be recorded in a signed statement when it serves merely to confirm what the records reveal, and is not otherwise indicative of a violation, assuming no violation has been alleged and the records are adequate. For compliance review purposes, however, the number of such interviews should be recorded.
- (6) Interview Form. Employee interviews may be recorded on Form HUD-11, Record of Employee Interview (See Exhibit 7). This form has been prepared as a convenient format for recording interviews. The following describes the HUD-11 and provides guidance in completing it:
  - (a) Project Number. Include the number of the project. Include project name.
  - (b) Contractor or Employer. Enter the name of the contractor or employer.
  - (c) Employee's Name. Enter the employee's full name. Note any name variation entered on the payrolls if known to the employee, to facilitate comparison of the interview statement with the payroll entries (if necessary).
  - (d) Permanent Mail Address. Many construction workers have only a temporary address in the locality of the project and a more permanent address elsewhere from which mail may be forwarded to them. It is desirable to have a record of the more permanent address in case there is occasion to contact the worker after he/she leaves the job. If the worker does not

want to give such an address, the inspector should not insist.

- (e) Last date worked on project before today (day of interview) and number of hours on project on that date. The inspector shall make it clear to the worker that these items relate only to project work, not to other work. As a check on the number of hours worked on the project, the inspector should ask the worker the time he/she started work on the project on the day in question, the time he/she stopped, and the time out for lunch. It is not necessary to record these details, but the questions may help the worker to remember the number of hours worked.
- (f) Hourly Rate of Pay. The inspector should determine what the worker is being paid. Do not be concerned if the worker is being paid a higher rate, but if the hourly rate of pay stated by the worker is lower than the required rate, the construction inspector should immediately question the worker further in an effort to determine whether the worker is mistaken or is really being underpaid. For example, has the worker actually received at least one wage payment for work performed on project, or is his/her statement based on the rate received for other work? If the latter, the inspector should ask the worker to check his/her next pay to determine his/her rate of pay for work on the project. The inspector should either arrange to reinterview the worker during the following week or ask the worker to mail the information. If the worker states that he/she received wages less than the required rate, the inspector shall obtain substantiating evidence from the worker. Does the worker receive pay envelopes, pay slips, pay check stubs, or any other forms which show the hourly wage rate or hours worked and earnings? Does he/she have any available? If not, will he/she bring them if the inspector arranges to reinterview? Or will they be mailed to the inspector?
- (g) Classification. The worker may not be familiar with the classifications used on the wage determination and thus may use a descriptive term which may not be found on the determination e.g. Rodman. Further questioning will probably elicit the information that he/she installs reinforcing bars and, depending on the area and wage determination, the worker will agree that his/her work is that of an ironworker reinforcing or a laborer. The correct title may then be entered on the form.
- (h) Duties and Tools Used. If the classification stated by the worker is included in the applicable wage determination decision and the hourly rate of pay stated by the worker equals or exceeds the rate required by the decision, and the worker agrees that he/she is performing the duties of and using the tools of the stated classification the inspector may enter the word "trade" across both items to signify duties and tools of the trade. On the other hand, if there are any discrepancies in or doubts about any of the foregoing, the worker's statements of duties performed and tools used should be entered in detail. Detailed statements are required in all interviews with employees classified as apprentices or trainees. Their status will be in doubt until records have been checked to determine whether the alleged apprentice or trainee is individually registered in an approved apprenticeship or trainee program. If the finding is negative, the information regarding duties performed and tools used will be necessary for a determination of the correct classification and wage rate for the worker who was misclassified as an apprentice or trainee. See Paragraph 7-1 (e) for further guidance on resolving classification questions.
- (i) Inspector's Comments. The inspector shall report any discrepancies or questionable items encountered in the interview. Examples:
- The inspector shall observe the duties performed and the tools used by the worker

and shall report any conflict between his/her observations and worker's statements regarding the duties and tools.

- If the classification stated by the worker does not appear to be correct classification for the work performed, the inspector shall state the classification which, in his/her opinion is applicable.
- If the hourly rate of pay stated by the worker does not equal or exceed the rate required by the applicable wage determination decision, the inspector's comments shall direct attention to that fact.
- If there are no discrepancies or questionable items and the inspector finds no need for comments, he/she shall write the word "None" in the space provided for his comments.
- The inspector shall not notify the contractor of any discrepancies or questionable items disclosed by the employee wage interviews. The inspector should forward the interview records to the payroll examiner. Wage underpayments may then be calculated once it has been determined that workers have been underpaid.

(j) Inspector's Signature. Self-explanatory.

(k) Date of Interview. The exact date that the worker is interviewed shall be entered. Ordinarily, interviews are made during working hours on the job and it is natural, therefore, for the payroll for the date of the interview to be checked.

BPW (1) Payroll Examiner's Comments. The payroll  
staff → examiner shall check the information of the interview form against the applicable wage determination and applicable payroll, and

shall record any discrepancies or questionable items not previously reported by the inspector. Appropriate action shall then be initiated to clear discrepancies and questionable items, those noted both by inspectors and by the payroll examiner. When the necessary action has been completed, the results thereof shall be noted on the interview form. If no discrepancies or questionable items were reported by the inspector, the payroll examiner finds none, and finds no need for comments, he/she shall write the word "None" in the space provided for comments.

(m) Payroll Examiner's Signature and Data. The  
BPW staff → examiner shall sign and date the interview form at the conclusion of the payroll review process.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		PROJECT NUMBER	
<b>RECORD OF EMPLOYEE INTERVIEW</b> (Labor Standards)		PROJECT NAME	
		CONTRACTOR OR SUBCONTRACTOR (Employer)	
1. NAME OF EMPLOYEE			
2. HOME ADDRESS AND ZIP CODE			
3. LAST DATE YOU WORKED ON PROJECT BEFORE TODAY?		NUMBER OF HOURS WORKED ON PROJECT ON THAT DATE?	
4. YOUR HOURLY PAY RATE? \$			
5. YOUR JOB CLASSIFICATION?			YES NO
Apprentice?			
6. YOUR DUTIES?			
7. TOOLS OR EQUIPMENT USED?			
8. PAID AT LEAST TIME AND ONE-HALF FOR ALL HOURS WORKED IN EXCESS OF 8 IN A DAY OR 40 IN A WEEK? (If overtime premium pay is not required, enter "inapplicable")			YES NO
9. EVER THREATENED, INTIMIDATED, OR COERCED INTO GIVING UP ANY PART OF PAY?			
10. DUTIES OBSERVED BY INTERVIEWER			YES NO
Conform to classification:			
11. REMARKS (Continue on reverse if necessary)			
12. SIGNATURE OF INTERVIEWER		DATE OF INTERVIEW	
<b>PAYROLL EXAMINATION</b>			
13. REMARKS (Continue on reverse if necessary)			
14. SIGNATURE OF PAYROLL EXAMINER		DATE	

MUD-11 (8-69) Previous edition may be used

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



*Board of Public  
works*

ROUTING	DATE	INITIAL
<b>ACTION</b>		
<b>FILE</b>		
<b>INFORMATION</b>		
<i>ZVA</i>		
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<i>REN/DJH</i>		
		<i>LFC</i>

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MEMORANDUM

*3/28*

**Date:** March 26, 1985 APR 15 1985

**To:** Board of Public Works Members

**From:** Barbara K. Taber, Executive Secretary *Barbara K. Taber*

**Subject:** Federal Labor Standards Provisions

The attached version of HUD's Federal Labor Standards Provisions (Revised 2-84) should be included in all public works project manuals which contain funding from HUD (primarily Community Development Block Grant Funds) in place of versions now being used.

If you have any questions, please call Mike Purdy at extension 2266.

BKT:MEP:k1

cc: Robert Snyder, DAS  
 Doug Howell, Engineering  
 Park Engineer, Parks and Recreation

SEATTLE ENG. DEPT.  
 85 MAR 28 9:59

21324

# Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development



## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate),

HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such

benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC, 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (f) **Apprentices and Trainees.** Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an

apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

**7. Contracts termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration. . . makes, utters or publishes any statement, knowing the same to be false. . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives com-

pensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

#### **C. Health and Safety**

**(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.**

**(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).**

**(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.**

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

*Board of Public Works*

March 29, 1984 ✓

*4/3*

The Honorable Mayor  
and Members of the City Council  
City of Seattle

ROUTING	DATE	INITIAL
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APR 19 1985



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SEATTLE ENG. DEPT.

Submitted herewith, in compliance with The City Charter, Section 12, Article XXII, is the Annual Report of the Board of Public Works Department for the fiscal year ended December 31, 1984.

Highlights of 1984 for the Board of Public Works included the following:

- o Awarded over \$31 million dollars of construction contracts and almost \$13 million dollars of consultant contracts.
- o Monitored prevailing wage rates paid to workers employed on public works contracts. Board staff identified over 900 underpayments to workers totalling almost \$50,000. Restitution was made by contractors in each case.
- o Exceeded the WBE set aside of 3% and the MBE set aside of 15% on both construction and consultant contracts.
- o Revised and adopted major sections of Board rules including rules for the selection of consultants by City departments and rules for the issuance of street vending permits.

With the passage of the 1-2-3 Bond Issue, 1985 should be a busy year for the Board.

Respectfully submitted,

*Barbara K. Taber*

Barbara K. Taber  
Executive Secretary  
Board of Public Works

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BKT:MEP:wc

cc: Board of Public Works Members

Board of Public Works

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# Seattle Engineering Department

SEATTLE ENG. DEPT.  
1985 APR 10 AM 8 04



Eugene V. Avery, Director of Engineering  
Charles Royer, Mayor

March 25, 1985

Honorable Board of Public Works  
City of Seattle  
Attention: Barbara K. Taber, Executive Secretary

Re: Board Policy Regarding Publishing of the Engineer's Estimate

Board Members:

In regular session on June 5, 1974, the Board established seven different ranges from which Board Departments could provide contractors and the public with cost estimates for City of Seattle public works projects. Those ranges are:

\$ Under	-	\$ 50,000
50,000	-	100,000
100,000	-	200,000
200,000	-	300,000
300,000	-	500,000
500,000	-	1,000,000
1,000,000	-	3,000,000
Over	-	3,000,000

We believe this policy should be modified to allow Board Departments more discretion in providing contractors and the public with cost estimates for City of Seattle public works projects. The cost categories originally established by the Board policy in 1974 are, in our opinion, too inflexible. Because of this, as a recent survey of the Daily Journal of Commerce indicates, Departments are either not publishing a cost range or are ignoring the Board's policy by not using the established categories.

These ranges create a problem for a project which is just below or just above a range limit. The question always arises amongst Department staff as to whether a project costing just over a million dollars should be advertised at "\$500,000 to \$1,000,000" or "\$1,000,000 to \$3,000,000." Some staff believe that publishing a range of "\$1,000,000 to \$3,000,000" for a project whose Engineer's Estimate is \$1,100,000 could result in fewer or higher bids.

A review of Invitations to Bid published in other publications, including Engineering News Record, indicate that project costs are generally stated in two ways: by an "approximate cost" or a relatively narrow range. In one case, the range was given as between \$48,000 and \$50,000.

Information	
Comments Prior to Signature	
JDH	JH
JH	JH

Honorable Board of Public Works  
Page 2  
March 25, 1985

After a review of these publications and telephone discussions with staff of each Board Department, we believe the current Board policy should be modified. We recommend the policy be modified to allow Board Departments to express this information in either of the following ways at their discretion:

A. Permit publication of the Engineer's Estimate to the nearest \$10,000, \$50,000 or \$100,000 significant figure, depending upon the size of the project. Ex. "The cost of this project is approximately \$180,000."

OR

B. Permit Departments to publish a range, the limits of which would be approximately 20% above and below the Engineer's Estimate, rounded to the nearest 10, 50 or 100K depending on size of the project. Ex. "Engineer's Estimate = \$48,272. Range \$40,000 to \$60,000."

We appreciate your consideration of this matter.

Very truly yours,

R. E. NIEFORTH, P.E.  
Principal Assistant Director  
Engineering Services Division

DJH:br  
j2/jdh-3.26

cc: E.V. Avery - Director, Seattle Engineering Dept.  
John Hanson - City Light  
Frank Hungate - Parks Dept.  
Bob Snyder - Dept. of Administrative Services  
Jim Miller - Water Dept.  
Ed Engel - Seattle Engineering Dept.  
File

Board of Your Seattle Public Works Board of Public Works

85 MAR 15 A10:42



Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

March 11, 1985

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att

Re: WMBE Goals

ROUTING	DATE	INITIAL
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ABWJFSY  
APR 2 1985

Mayor Charles Royer  
City of Seattle

Dear Mayor Royer:

The WMBE Ordinance provides that annual WMBE goals should be established by the Mayor with advice from each contract awarding authority and the Directors of the Human Rights Department and the Office for Women's Rights. Marlaina Kiner and Donna Stringer have submitted to you recommendations for increased WMBE goals. The Board would like to take this opportunity to comment on those proposed goals and to bring to your attention some related information which you may want to consider before making a decision.

The Board of Public Works Department has recently computerized WMBE commitment statistics for public works construction and consultant contracts awarded in 1984. Prior to a decision being made to increase WMBE goals, we feel it is important for you to consider this data (copy attached) as it relates to the effectiveness of the WMBE program and its future credibility.

Essentially we are concerned that a very small number of MBE and WBE firms are benefitting from the WMBE program, both in total contract dollars awarded and in the number of contracts awarded. For example, in 1984 55% of the construction contract dollars committed to WBEs went to only 3 WBE firms. The legitimacy of the WBE certification status of those 3 firms has been questioned. One of those firms, S.L. Larsen Construction Co., responsible for almost 30% of WBE commitments, is presently being investigated by the Human Rights Department and may be decertified.

The statistics are similar for WBEs on consultant contracts. Only 2 WBEs accounted for 52% of the dollar value of WBE commitments. Of the 35 WBEs used on consultant contracts, 6 firms were projected for participation on more than 40% of the total number of contracts and subcontracts with WBE participation.

x Human Rights

20958

Figures for MBEs on both construction and consultant contracts show the same high level of participation by a relatively small number of firms. The one MBE with almost 20% of the dollar value for MBE commitments on construction contracts, V&J, Inc., is currently in the process of being decertified and the case is scheduled to be heard by the Hearing Examiner.

Thus, we have two basic concerns: a few companies get most of the work, and some of the WBEs and MBEs which get most of the work have questionable status as legitimate WBEs and MBEs. We think that the effectiveness of the WMBE program in benefitting the WMBE community as a whole is called into question when only 15% of the WBEs and MBEs certified by the Human Rights Department were awarded contracts or subcontracts in 1984.

While we recognize that raising the goals in 1985 should be beneficial to the WMBE program we are concerned that a focus on that will not have as positive an effect as would broadening the participation of WMBE firms on City work or making certain that prime contractors live up to their WMBE commitments.

While we have reservations about raising goals significantly before these other issues are addressed we could support the 20.5% goals for MBEs and option 3 described in the HRD/OWR memo which would raise WBE goals to 9% on construction contracts and to 7% on consultant contracts. We feel that these goals would be very difficult to meet as past history indicates. If prime contracts awarded to WMBEs are discounted (and they should be for construction contracts are based on the lowest bid rather than a set-aside) the statistics do not support the increase, particularly for WBEs. Even option 3 raises goals to about twice 1984 subcontracting commitments. Below are the 1984 commitment statistics\* compared to the proposed goals:

	<u>1984 Prime Contracts</u>	<u>1984 Subcontracts</u>	<u>1984 Total</u>	<u>Proposed Goal</u>
WBE Construction	4.3%	4.5%	8.9%	9%
WBE Consultant	.3%	4.2%	4.5%	7%
MBE Construction	2.8%	18.2%	21.0%	20.5%
MBE Consultant	2.1%	15.8%	17.9%	20.5%

\*It should be noted that the discrepancy between the above statistics and those used by HRD/OWR is due to the July to June accounting year used by HRD. BPW figures are based on calendar year 1984.

Mayor Charles Royer  
March 11, 1985  
Page 3

We feel that achievement of the proposed goals will be difficult but could be managed if the goals could be achieved on an annual basis rather than contract-by-contract. Our departments need the flexibility to increase set-aside percentages on some contracts and decrease set-asides on others without adhering to the requirement to obtain waivers and reductions from HRD on a contract-by-contract basis. This is a time-consuming and often frustrating process which we strongly recommend should be dispensed with for one year on a trial basis.

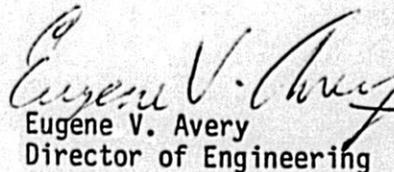
We hope these comments will be useful to you in reaching your decision on 1985 WMBE goals. Should you request additional information on the 1984 commitment statistics, please contact Barbara Taber at 2266.

Sincerely,

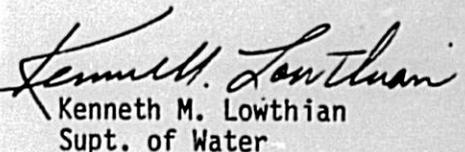
BOARD OF PUBLIC WORKS



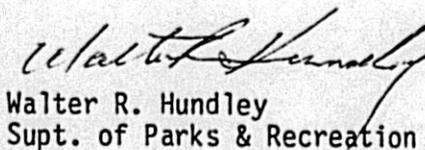
George Pernsteiner  
Director, D.A.S.



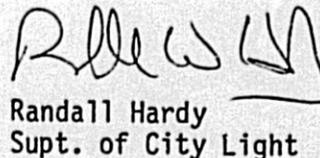
Eugene V. Avery  
Director of Engineering



Kenneth M. Lowthian  
Supt. of Water



Walter R. Hundley  
Supt. of Parks & Recreation



Randall Hardy  
Supt. of City Light

BKT:wc

cc: Marlaina Kiner, Director, Human Rights  
Donna Stringer, Office for Women's Rights  
Bill Wright, Mayor's Office

Attachment

1984 BOARD OF PUBLIC WORKS CONSTRUCTION CONTRACTS

o Total dollar value of construction contracts: \$31,500,054.59

o WBE commitments made:

WBE Primes	WBE Subs	Total of WBE Primes & Subs
4.3%	4.5%	8.9%
(\$1,368,671.60)	(\$1,426,900.00)	(\$2,795,571.60)

Note: WBE prime participation equals 49% of the total WBE participation.

o Distribution of WBE commitments

o 3 WBEs were responsible for 55% of the dollar value of WBE commitments.

WBE Firm	Total	% as Prime	% as Sub
S.L. Larson Const.	\$ 829,844.00	100.0	0.0
D.R. Craig Const.	530,527.85	2.6	97.4
K.A.C. Construction	170,042.60	37.7	62.3
Total	<u>\$1,530,414.40</u>	59.3	40.7

o The 3 firms, which were responsible for over 55% of the dollar value of WBE commitments, represent:

- Approximately 10% of the WBE firms used on construction contracts (a total of 28 were used).
- 2% of the approximately 150 WBEs certified as of August 31, 1984 as general contractors, specialty contractors, suppliers and vendors.

o There were a total of 90 separate WBE prime contracts or subcontracts on construction projects. 4 WBEs accounted for over 45% of the total number of contracts.

WBE	Number of Prime Contracts	Number of Subcontracts	Total
D.R. Craig Const.	1	19	20
Phoenix Painting	0	9	9
Kenmore Premix	0	8	8
Center Dozing	1	3	4
Total	<u>2</u>	<u>39</u>	<u>41</u>

o Dollar ranges of WBE subcontracts for construction

Range of Subcontract	Number of Subcontracts	% of Total	\$ Value of Subcontracts	% of Total
\$ 0 - 1,000	5	6.3	3,705.00	.3
1,001 - 5,000	26	32.9	71,699.65	5.0
5,001 - 10,000	15	19.0	109,132.00	7.7
10,001 - 25,000	21	26.6	339,152.00	23.8
25,001 - 50,000	7	8.9	275,709.35	19.3
50,001 - 100,000	3	3.8	223,200.00	15.6
100,001 - 500,000	2	2.5	404,302.00	28.3
500,001 - and up	0	0.0	0.00	0.0
Total	<u>79</u>	<u>100.0</u>	<u>1,426,900.00</u>	<u>100.0</u>

o Dollar ranges of WBE subcontracts for consultants

Range of Subcontract	Number of Subcontracts	% of Total	\$ Value of Subcontracts	% of Total
0 - 1,000	25	45.4	\$ 11,956.42	2.2
1,001 - 5,000	9	16.4	24,267.49	4.5
5,001 - 10,000	10	18.2	64,106.21	11.8
10,001 - 50,000	9	16.4	177,734.00	32.7
50,001 - 100,000	1	1.8	66,000.00	12.1
\$100,001 - and up	1	1.8	200,000.00	36.7
Total	<u>55</u>	<u>100.0</u>	<u>544,064.12</u>	<u>100.0</u>

1984 BOARD OF PUBLIC WORKS CONSULTANT CONTRACTS

o Total dollar value of consultant contracts: \$12,958,767.25

o WBE commitments made:

WBE Primes	WBE Subs	Total of WBE Primes & Subs
.3%	4.2%	4.5%
(\$42,261.60)	(\$ 544,064.12)	(\$586,325.72)

o Distribution of WBE commitments

o 2 WBEs were responsible for 52% of the dollar value of WBE commitments.

WBE Firm	Total	% as Prime	% as Sub
Meridith Construction	\$ 220,150.00	0.0	100.0
Anne C. Symonds	86,900.00	0.0	100.0
Total	\$ 307,050.00	0.0	100.0

o The 2 firms, which were responsible for over 52% of the dollar value of WBE commitments, represent:

- Less than 6% of the WBE firms used on consultant contracts (a total of 35 were used).
- Less than 1/2% of the approximately 425 WBEs certified as of August 31, 1984 as consultants, business and professional services, and miscellaneous services.

o There were a total of 62 separate WBE prime contracts or subcontracts on consultant projects, including amendments to consultant contracts. 6 WBEs accounted for over 40% of the total number of contracts.

WBE	Number of Prime Contracts	Number of Subcontracts	Total
CTS Consulting Engineers	0	7	7
Shapiro & Associates	0	5	5
Van Horne & Van Horne	4	0	4
Gibson Carr	1	3	4
Anne C. Symonds	0	3	3
The Type Gallery	0	3	3
Total	5	21	26

1984 BOARD OF PUBLIC WORKS CONSTRUCTION CONTRACTS

o Total dollar value of construction contracts: \$31,500,054.59

o MBE commitments made:

MBE Primes	MBE Subs	Total of MBE Primes & Subs
2.8%	18.2%	21.0%
(\$876,103.00)	(\$5,747,927.34)	(\$6,624,030.34)

Note: MBE prime participation equals 13% of the total MBE participation.

o Distribution of MBE commitments

o 6 MBEs were responsible for more than half of the dollar value of MBE commitments.

MBE Firm	Total	% as Prime	% as Sub
V & J, Inc.	\$1,260,023.00	0.0	100.0
Kodo Construction	807,904.25	0.0	100.0
J.R. Concrete Works	490,395.00	78.9	21.1
Rainier Steel	320,000.00	0.0	100.0
R.E. Smith Co.	275,125.00	0.0	100.0
Yorozu Gardening	252,473.50	0.0	100.0
Total	<u>\$3,405,920.75</u>	11.4	88.6

o The 6 firms, which were responsible for over 50% of the dollar value of MBE commitments, represent:

- Less than 10% of the MBE firms used on construction contracts (a total of 61 were used).
- Less than 2½% of the approximately 250 MBEs certified as of August 31, 1984 as general contractors, specialty contractors, suppliers and vendors.

- o There were a total of 179 separate MBE prime contracts or subcontracts on construction projects. 9 MBEs accounted for 53% of the total number of contracts.

MBE	Number of Prime Contracts	Number of Subcontracts	Total
Hot Mix Pavers	0	19	19
Kaspac	0	19	19
National Concrete Cutting	0	14	14
Kodo Construction	0	11	11
Yorozu Gardening	0	9	9
D. Leonard & Sons	0	7	7
V & J, Inc.	0	6	6
JAS Electric	0	5	5
J.R. Concrete Works	1	4	5
Total	1	94	95

o Dollar ranges of MBE subcontracts for construction

Range of Subcontract	Number of Subcontracts	% of Total	\$ Value of Subcontracts	% of Total
\$ 0 - 1,000	20	11.6	13,896.50	.2
1,001 - 5,000	42	24.3	122,223.10	2.1
5,001 - 10,000	34	19.6	243,843.49	4.2
10,001 - 25,000	32	18.5	548,933.30	9.6
25,001 - 50,000	18	10.4	651,291.70	11.3
50,001 - 100,000	12	6.9	853,978.10	14.9
100,001 - 500,000	14	8.1	2,442,336.15	42.5
500,001 - and up	1	.6	871,425.00	15.2
Total	173	100.0	5,747,927.34	100.0

## 1984 BOARD OF PUBLIC WORKS CONSULTANT CONTRACTS

o Total dollar value of consultant contracts: \$12,958,767.25

o MBE commitments made:

MBE Primes	MBE Subs	Total of MBE Primes & Subs
2.1%	15.8%	17.9%
(\$267,693.91)	(\$2,055,110.19)	(\$2,322,804.10)

o Distribution of MBE commitments

o 5 MBEs were responsible for 51% of the dollar value of MBE commitments.

MBE Firm	Total	% as Prime	% as Sub
Elcon Associates, Inc.	\$ 407,913.00	0.0	100.0
Centrac Associates	253,889.00	0.0	100.0
Robert Shinbo	205,260.00	26.5	73.5
Horton Dennis & Assoc.	172,532.91	11.7	88.3
Parametrix	159,130.00	97.1	2.9
Total	\$1,198,724.91	19.1	80.9

o The 5 firms, which were responsible for over 51% of the dollar value of MBE commitments, represent:

-- Less than 13% of the MBE firms used on consultant contracts (a total of 39 were used).

-- 2% of the approximately 250 MBEs certified as of August 31, 1984 as consultants, business and professional services, and miscellaneous services.

o There were a total of 80 separate MBE prime contracts or subcontracts on consultant projects, including amendments to consultant contracts. 6 MBEs accounted for 45% of the total number of contracts.

MBE	Number of Prime Contracts	Number of Subcontracts	Total
Centrac Associates	0	9	9
Cooper Consultants	0	7	7
Alpha Engineers	1	4	5
Horton Dennis & Associates	1	4	5
Robert Shinbo	1	4	5
ST Engineering	0	5	5
Total	3	33	36

o Dollar ranges of MBE subcontracts for consultants

Range of Subcontract	Number of Subcontracts	% of Total	\$ Value of Subcontracts	% of Total
0 - 1,000	11	15.3	3,811.00	.2
1,001 - 5,000	22	30.6	67,135.17	3.3
5,001 - 10,000	8	11.1	55,700.00	2.7
10,001 - 50,000	18	25.0	427,669.02	20.8
50,001 - 100,000	7	9.7	600,830.00	29.2
\$100,001 - and up	6	8.3	899,965.00	43.8
Total	<u>72</u>	<u>100.0</u>	<u>2,055,110.19</u>	<u>100.0</u>

BPW

# City of Seattle Board of Public Works



Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

SEATTLE ENG. DEPT.

## LETTER OF TRANSMITTAL 31

ACTION		
INFORMATION		
EVA		
m-stuff		
DSH		

*gc  
Fatt*

All Board Members

DATE: 3/25/85 BPW #:

RE: Letter from Structures, Inc.

dated 3/19/85 - WMBE certification  
process

APR 12 1985

ATTN:

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

*3/27*

For your information

For your approval

For your files

For your signature

Per your request

For your investigation

For your action

For your report and recommendation

Please return

For review and comment

\_\_\_\_\_

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS

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COPIES TO:

---



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BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

21254

# STRUCTURES, INC.

P.O. BOX 31700  
SEATTLE, WA 98103  
(206) 633-5800

March 19, 1985

MAR 22 1985

Mr. Randy Gainer  
Acting Director  
Seattle Department of Human Rights  
105-14th Avenue  
Seattle, WA 98112

Re: Structures, Inc. - Application for Certification as a  
Woman-Owned Business

Dear Mr. Gainer;

This will advise you to consider my firm's application for certification as a woman-owned business withdrawn. Since filing the application on March 21, 1984, we have become involved in a legal dispute with the City's Engineering Department. The Department, contrary to its oral representations and written directives, has refused to pay approximately \$65,000.00 for work which we agreed to perform at a fixed price. We filed a claim some time ago, but the Legal Department investigator has refused to even give a timeframe when we might expect a response. The entire set of circumstances reflects an extraordinary manner of dealing with contractors, one that our firm has never encountered in fourteen years of doing business with jurisdictions all over the State. My view is shared by many other contractors who have ceased to bid work for the City. How fledgling WMBEs can survive in an environment like this is absolutely beyond me.

Consequently, I see very little reason to pursue your Department's certification procedure. Structures, Inc. is already certified as a WBE by both King County and Washington State OMWBE, making your procedure both duplicative and a huge waste of taxpayer and business resources. Moreover, your procedure, unlike the others, is inexcusably long and poorly organized.

Shortly after our application was filed one year ago, an investigator made an extensive, unannounced onsite inspection. Subsequently, I made several telephone calls to ascertain what had happened to the application. I was told the investigator had left HRD, and that a new investigator would contact me in the very near future. However, no attempt at further communication was made by your office until February 19, 1985, when you called to request some information which I immediately forwarded to you.

Then, last Wednesday, a Lonnie Goodteacher called my office to "schedule" an appointment with me at 9 a.m. the next day. I was at a meeting in Olympia all day. He was out of the office when I called first thing the next morning and left a message

Mr. Randy Gainer  
Seattle Human Rights Department  
March 19, 1985  
Page Two

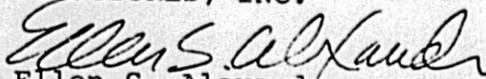
that I would be out of the office all day and would call him to reschedule. He nonetheless called later that day and told my office that he would meet me at 11 a.m. the next morning. I tried to reach him on Friday morning but again he was out of the office.

Although I acknowledge you claim a right to perform unannounced inspections, I am appalled at the way your investigator thinks it appropriate to set up unilateral appointments on less than one day's notice, with no attempt to confirm that the other party will be available. Businesspeople have other plans, commitments, and responsibilities, and I cannot believe that your agency in good faith takes the position that your investigations take precedence over all other matters when you sit on applications for, from what I gather is fairly common practice, years. Your entire procedure has apparently not changed one iota from the time I represented businesses charged with employment discrimination before your agency. In one case, we waited four years, through three thorough but never completed investigations, for a resolution for a charge which was found to be without merit.

Thus, at this point in time, please consider my firm's application for certification as a woman-owned business withdrawn. I understand that such a withdrawal is without prejudice to refileing at a subsequent time when, perhaps, the climate in the City of Seattle might be more attractive to small contractors such as myself.

Very truly yours,

STRUCTURES, INC.



Ellen S. Alexander  
President

cc: Mayor Royer  
City Council  
Ron Nyforth, Engineering Department  
Barbara Taber, Board of Public Works  
Bill Heurion, Legal Department  
Brad Powell, Oles, Morrison, Rinker, Stanislaw & Ashbaugh  
Doug Peterson, Association of General Contractors

Board of Public  
Works

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EJA		
JDO		
REN/	DJH	



14c  
att

MAR 13 1985

2/25

MEMORANDUM

**Date:** February 21, 1985

**To:** Board of Public Works Members

**From:** Barbara K. Taber, Executive Secretary

**Subject:** State Prevailing Wage Rates

*Barbara K. Taber*

Attached is Revision #2 to the 11-09-84 State Prevailing Wage Rates. This Revision should be included in all public works contract specifications, effective immediately, by addendum if necessary. This revision should be inserted after Revision #1 and in front of the existing 11-09-84 rates.

If you have any questions, please call Kristine Broome or Mike Purdy at extension 2266.

BKT:MEP:ks  
7/w.wgstate1

- cc: Doug Howell, Engineering Department
- Jim Olson, Water Department
- John Hansen, City Light Department
- Park Engineer, Parks and Recreation Department
- Robert Snyder, Department of Administrative Services
- Bette Robbins, Seattle Center
- William Woodward, Dept. of Construction and Land Use

SEATTLE ENG. DEPT.

95 FEB 25 A 9: 18

20372

REVISION #2

STATE PREVAILING WAGE RATES - MODIFICATIONS TO 11-09-84 RATES

Add:

PLAYGROUND AND PARK EQUIPMENT INSTALLERS

Playground Equipment Installer:	8.46
Park Equipment Installer:	8.46
Fringe Benefits:	3.33

Add:

ROOFERS AND WATERPROOFERS

Journeyman - using bituminous material:	21.85
Health & Welfare	1.20
Pension	1.30
Apprenticeship	.07

NOTE: This is an additional classification not listed in the 11-09-84 State Prevailing Wage Rates.



Decision No. WA84-5040 - Modification #4  
 (49 FR 45532 - Nov.16, 1984)  
 Statewide Washington  
 Date Published in Federal Register:  
 January 4, 1985

WA84-5040 - Modification #5 (continued)

OMIT:  
 Truck Drivers  
 (Area 1):  
 Group 2:  
 Omit pickup hauling  
 material from group  
 description (p.29)

OMIT:  
 Truck Drivers  
 (Area 2):  
 Group 3:  
 Flatbed, Single  
 Rear Axle from  
 description (p.31)

	Basic Hourly Rates	Fringe Benefits

Terrazzo Workers;  
 Tile Setters:  
 Area 1:  
 Power Equip. Operators  
 Area 3:  
 Fringe Benefits (All  
 Groups and Zones  
 regardless of cost  
 of project)  
 Truck Drivers:  
 Area 3:  
 Fringe Benefits (All  
 Groups and Zones  
 regardless of cost  
 of project)

	Basic Hourly Rates	Fringe Benefits
	\$15.37	\$3.66
		5.05
		4.64

\*\*\*\*\*

Decision No. WA84-5040 - Modification #5  
 (49 FR 45532 - Nov. 16, 1984)  
 Statewide Washington  
 Date published in Federal Register:  
 January 25, 1985

CHANGE:  
 Cement Masons:  
 Area 4:  
 (See footnote "d"  
 regarding cost of  
 Project)  
 Cement Masons  
 Composition Workers  
 and Power Machinery  
 Plumbers:  
 Area 2:  
 Sheet Metal Workers:  
 Area 7:

	Basic Hourly Rates	Fringe Benefits
	\$15.49	\$4.72
	15.80	4.72
	19.43	7.08
	17.86	3% plus 3.07

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

SEATTLE ENG. DEPT.



*Board of Public Works*

85 FEB 25 9:27

LETTER OF TRANSMITTAL

*2/25*

TO: Marlaina Kiner	DATE: 2/8/85	BPW #:
Director, Human Rights Department	RE: Board of Public Works WMBE	
	Report for January 1985	
ATTN: Randy Gainer		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return

- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

*cc + att.*

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JDD/KTS		
REN/DJH		
LFC		

MAR 13 1985

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS All construction contracts were awarded by competitive bid. All consultant contracts were awarded based upon negotiation. None of the contractors awarded contracts were non-profit firms. Jones and Jones and Pavement Consultants are combination WMBE firms, but are not listed as such on the Consultant Contracts report in order to pick up the 50% WBE and 50% MBE participation.

COPIES TO:

Board of Public Works Members

Office for Women's Rights

BOARD OF PUBLIC WORKS

*Barbara K. Taber*

Barbara K. Taber  
Executive Secretary

20371

BOARD OF PUBLIC WORKS MBE REPORT - CONSTRUCTION CONTRACTS

JANUARY 1985

BPM NO	FUNDING SOURCE	NAME OF CONTRACTOR	MBE, MBE, OR MBE	NAME OF PROJECT	DATE OF AWARD OR SUB APPROVAL	AMOUNT OF PRIME CONTRACT	NAME OF MBE CONTRACTOR/SUBCONTRACTORS	MBE, MBE, OR MBE	CONTRACT TYPE (Sub=1; Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF MBE PARTICIPATION
84-82	Sewer	GCC, Inc.		35th Avenue NE Pump Station Modern.	01/04/85	37018.44	BIII's Landscape	MBE	1 Sodding	425.00
84-82						0.00	Carlos Fence Co.	MBE	1 Fencing	1851.00
84-85	ACSF	Valley Cement Const.		Small Concrete Projects 1984	01/18/84	49920.00	Dennis R. Craig Const.	MBE	1 Dump Truck	1542.00
84-85						0.00	Hot Mix Pavers	MBE	1 Asphalt Paving	780.00
84-85						0.00	National Concrete Cut.	MBE	1 Sewing	4815.00
84-87	Light	Inter. Underground Syst.		Canal Substation Feeder Vaults & Ducts	01/18/85	75675.00	Kodo Const.	MBE	1 Curb Ramps	1900.00
84-87						0.00	J & G Trucking	MBE	1 Trucking	2300.00
84-87						0.00	Hot Mix Pavers	MBE	1 Asphalt	900.00
84-87						0.00	T. Yorozu Gardening Co.	MBE	1 Landscaping	10152.00
84-84	UAB	Valley Cement Const.		South Jackson St. UAB - Signals, Light	01/18/85	734612.80	National Concrete Cut.	MBE	1 Sew Cutting	400.00
84-84						0.00	Dennis R. Craig Const.	MBE	1 Landscaping	22269.00
84-84						0.00	N.W. Borling	MBE	1 Jacking	6670.00
84-84						0.00	Hot Mix Pavers	MBE	1 Asphalt	9150.00
84-84						0.00	Kaspac	MBE	1 Striping	3632.00
84-84						0.00	National Concrete Cut.	MBE	1 Concrete Cutting	2290.00
84-82	Sub Apprvl	GCC, Inc.		35th Avenue Pump Station Modernization	01/25/85	0.00	Kodo Const.	MBE	1 Foundation	89750.00
						0.00	M.A. Griffin Company	MBE	1 Mechanical	7600.00

\*\*\* FINAL TOTALS \*\*\*

897226.24

166426.00

BOARD OF PUBLIC WORKS WMBE REPORT - CONSULTANT CONTRACTS

JANUARY 1985

CONTRACT NUMBER	FUNDING SOURCE	NAME OF CONTRACTOR	WMBE, MBE, OR, WMBE	NAME OF PROJECT	DATE OF AWARD	AMOUNT OF PRIME CONTRACT	NAME OF WMBE CONTRACTOR/SUBCONTRACTORS	WMBE, MBE, OR, WMBE	CONTRACT TYPE (Sub=1); (Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF WMBE PARTICIPATION
Addendum No. 4	PADF/CRF	Church/Suzuki	MBE	Roofing Imp./Seattle Art Museum	01/04/85	2207.00	Church/Suzuki	MBE	4 Design Services	2207.00
Agree. T84-21	ACSF/UAB	Entranco Engineers, Inc.	MBE	Mercer St. UAB (Traffic Signal)	01/04/85	128416.00	CTS Consulting Engineers	MBE	1 Traffic Engineering	3990.00
Agree. S84-28	SIF	CH2M Hill	MBE	Lake Wash. So. Beaches-Pr-Iit/Sewar	01/04/85	69001.54	Centrac Associates, Inc. Engineering Graphic Svcs	MBE	1 Traffic Engineering 1 As-Built Drawings	19300.00 2250.00
Agree. H84-36	CDBG	CH2M Hill Northwest, Inc	MBE	Beacon Avenue So. Imp. Phase IV	01/04/85	58756.33	Horton Dennis & Assoc. Techstaff, Inc.	MBE	1 Surveying 1 Drafting	11197.60 1765.00
Contract Amendment No. 1 Agreement	1-2-3 Bond FT CRF	Joji Minatogawa Assoc. Calvin/Gorasht Arch. Jones & Jones Jones & Jones	MBE	Fire Station No. 8 Mt. Baker Rowling & Salling Woodland Park Zoo/Elephant House Woodland Park Zoo/Elephant House	01/04/85 01/11/85 01/11/85 01/11/85	10000.00 11270.00 3299.02 0.00	ST Engineering, Inc. Joji Minatogawa Assoc. NO WMBE PARTICIPATION Jones & Jones Jones & Jones	MBE	1 Engineering/Drafting 4 Design Services	8815.00 7500.00 0.00
Agree. S84-19	FAUS/ACSF	Alpha Engineers, Inc.	MBE	1984 Pedestrian Walkways/Stairway	01/11/85	70369.28	Alpha Engineers, Inc.	MBE	4 Architectural Design	1497.00
Agree. S83-38	Sewer	Constructioneering	MBE	Third Ave. NW et al Sewer Rehab.	01/11/85	14280.00	Rainbow Printing, Inc. Anne Symonds	MBE	4 Civil Engineering 1 Printing 1 As-Built Drawings	67884.28 2485.00 500.00
Agree. H84-25	WSDOT	Fujiki & Assoc.	MBE	Sand Point Way NE Median Project	01/11/85	169965.27	ST Engineering, Inc. Fujiki & Assoc.	MBE	1 Survey and Design 4 Construction Mgmt.	2200.00 151865.27
Supp. 4A/G81-22	SWF	Parametrix, Inc.	MBE	Kent-Highlands & Midway Landfill	01/11/85	231975.42	Engineering Graphic Svcs	MBE	1 Support Services	5100.00
Supp. 4B/G81-22	SWF	Parametrix, Inc.	MBE	Kent-Highlands & Midway Landfill	01/11/85	138417.70	Parametrix, Inc.	MBE	4 Environmental	83759.47
Amend. 2/H83-8	ACSF	The Mithun Assoc.	MBE	Burke-Gilman Place Access Street	01/11/85	0.00	NO WMBE PARTICIPATION	MBE	4 Environmental	43229.57
Supp. 2/H83-8	ACSF	The Mithun Assoc.	MBE	Burke-Gilman Place Access Street	01/11/85	0.00	NO WMBE PARTICIPATION	MBE	4 Environmental	0.00
Supp. 3/H83-8	ACSF	Mithun Bowman Emrich	MBE	Burke-Gilman Place Access Street	01/11/85	2000.00	NO WMBE PARTICIPATION	MBE	4 Environmental	0.00
Supp. Agree. #1 CIP	CIP	CH2M Hill	MBE	Highline Well Field Study	01/11/85	255000.00	Engineering Graphic Svcs	MBE	1 Drafting	4800.00
Agree. T84-33	ACSF	Bell-Walker Engineers	MBE	New Traffic Signals-1985 Improve.	01/11/85	0.00	Shapiro & Associates	MBE	1 Environ. Assessment	30279.00
Agreement	CRF	Portico Group	MBE	Woodland Park Zoo-Elephant House	01/18/85	14195.00	Herrera Environmental Hokkaido Drilling C.N. Lin & Assoc. CTS Consulting Engineers Engineering Tech. Svcs. Design Discipline	MBE	1 Water Sampling 1 Exploratory Drilling 1 Civil and Mechanical 1 Traffic Engineering 1 Field Surveys 1 Technical Support	2240.00 130751.00 8000.00 600.00 2920.00 450.00

BOARD OF PUBLIC WORKS MBE REPORT - CONSULTANT CONTRACTS

JANUARY 1985

CONTRACT NUMBER	FUNDING SOURCE	NAME OF CONTRACTOR	MBE, MBE, OR, WMBE	NAME OF PROJECT	DATE OF AWARD	AMOUNT OF PRIME CONTRACT	NAME OF MBE CONTRACTOR/SUBCONTRACTORS	MBE, MBE, OR, WMBE	CONTRACT TYPE (Sub=1); (Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF MBE PARTICIPATION
Supp. Agree. #4	CIP	Harza Engineering Co.		Toit River Dam Imp. Phase IV	01/18/85	0.00 95468.00	de Montigny Engineers Elaine Day La Tourelle	MBE	1 Mechanical	2882.00
Contract Supp. No. 3	CIP	Charles Howard & Assoc. J.M. Montgomery		Analysis of Instream Flow Habitat 1985 COMPLAN Update	01/18/85	0.00 13500.00	Earth Consultants NO MBE PARTICIPATION	MBE	1 Construction Photos	3000.00
Agree. H84-43	ACSF	Pavement Consultants	MBE	2nd Ave. Concrete Street Rehab.	01/25/85	0.00	NO MBE PARTICIPATION	MBE	1 Site Inspections	14600.00
Agree. T84-46	ACSF	Pavement Consultants TDA	MBE	2nd Ave. Concrete Street Rehab. University Dist. Trans. Prog.	01/25/85	5216.00 105221.56 0.00	Pavement Consultants Pavement Consultants Shapiro & Associates Alpha Engineers	MBE	4 Pavement Tests 4 Pavement Tests 1 Environmental Work 1 Prelim. Engineering	0.00 2608.00 2608.00 4500.00 20200.00

\*\*\* FINAL TOTALS \*\*\*

1416011.12

647480.19

CITY OF SEATTLE BOARD OF PUBLIC WORKS  
 1985 MBE PARTICIPATION - CONSULTANT CONTRACTS

Month	\$ Consultant Contracts This Mo.	\$ Consultant Contracts To Date	\$ Total MBEs (Primes) Cons. Cont. This Mo.	\$ Total MBEs (Primes) Cons. Cont. To Date	\$ MBEs (Subs) Cons. Cont. This Mo.	\$ MBEs (Subs) Cons. Cont. To Date	\$ Total MBEs (Primes & Subs.) Cons. Cont. This Month	\$ Total MBEs (Primes & Subs.) Cons. Cont. To Date	% MBEs (Primes & Subs.) Cons. Cont. This Month	% MBEs (Primes & Subs.) Cons. Cont. To Date
Jan.	1,418,011.12	1,418,011.12	4,105.00	4,105.00	59,719.00	59,719.00	63,824.00	63,824.00	4.5	4.5
Feb.										
Mar.										
Apr.										
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - CONSULTANT CONTRACTS

Month	\$ Consultant Contracts This Mo.	\$ Consultant Contracts To Date	\$ Total MBEs (Primes) Cons. Cont. This Mo.	\$ Total MBEs (Primes) Cons. Cont. To Date	\$ MBEs (Subs) Cons. Cont. This Mo.	\$ MBEs (Subs) Cons. Cont. To Date	\$ Total MBEs (Primes & Subs.) Cons. Cont. This Month	\$ Total MBEs (Primes & Subs.) Cons. Cont. To Date	\$ MBEs (Primes & Subs.) Cons. Cont. This Month	\$ MBEs (Primes & Subs.) Cons. Cont. To Date
Jan.	1,418,011.12	1,418,011.12	360,550.59	360,550.59	223,105.60	223,105.60	583,656.19	583,656.19	41.2	41.2
Feb.										
Mar.										
Apr.										
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	\$ Total MBEs (Primes) Pub. Wks. This Mo.	\$ Total MBEs (Primes) Pub. Wks. To Date	\$ MBEs (Subs) Pub. Wks. This Mo.	\$ MBEs (Subs) Pub. Wks. To Date	\$ Total MBEs (Primes & Subs.) Public Works This Month	\$ Total MBEs (Primes & Subs.) Public Works To Date	\$ MBEs (Primes & Subs.) Public Works This Month	\$ MBEs (Primes & Subs.) Public Works To Date
Jan.	897,226.24	897,226.24	0	0	34,136.00	34,136.00	34,136.00	34,136.00	3.8	3.8
Feb.										
Mar.										
Apr.										
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1985 MBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	\$ Total MBES (Primes) Pub. Wks. This Mo.	\$ Total MBES (Primes) Pub. Wks. To Date	\$ MBES (Subs) Pub. Wks. This Mo.	\$ MBES (Subs) Pub. Wks. To Date	\$ Total MBES (Primes & Subs.) Public Works This Month	\$ Total MBES (Primes & Subs.) Public Works To Date	\$ MBES (Primes & Subs.) Public Works This Month	\$ MBES (Primes & Subs.) Public Works To Date
Jan.	897,226.24	897,226.24	0	0	132,290.00	132,290.00	132,290.00	132,290.00	14.7	14.7
Feb.										
Mar.										
Apr.										
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total										

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

SEATTLE ENG. DEPT.



*Board of Public  
Works*

05 FEB 6 12:48

*183*

LETTER OF TRANSMITTAL

TO: All Board Members	DATE: 2/4/85	BPW #:
	RE: Consulting Engineers Council of Washington memo of 1/24/85 re Issues	
ATTN: Regarding Engineering Agreements		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return
- \_\_\_\_\_

- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

*70  
x  
OK*

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JDD/KTS		
KEN	ABLU	FSY
LSH		

ACTION REQUESTED BY: FEB 26 1985

REMARKS I would like to discuss the attached informally at the February 8, 1985 Board meeting regarding the process and schedule for review.

COPIES TO:

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\_\_\_\_\_

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

19876



# Consulting Engineers Council of Washington

909 Tower Building (7th and Olive Way) • (206) 623-5936 • Seattle, Washington 98101

January 24, 1985

Board of Public Works  
Room 403  
400 Yesler Building  
Seattle, WA 98104

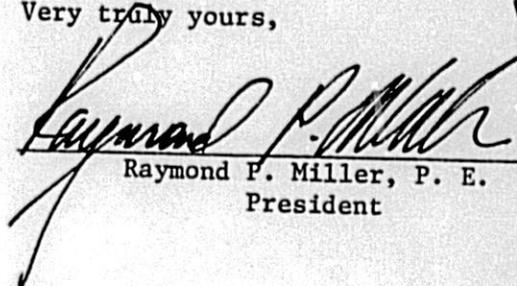
Gentlemen:

Subject: Issues Regarding Engineering Agreements

At a meeting with the Board on November 16, 1984, the Consulting Engineers Council of Washington was invited by the Board to submit its comments on the procedures used by City Departments in negotiating Consulting Engineering Contracts and proposed changes in the terms and conditions of Consulting Engineering Contracts with the City.

We are submitting our response for your consideration. We very much appreciate this opportunity provided by the Board. We will await the Board's response to our submittal.

Very truly yours,



Raymond F. Miller, P. E.  
President

RPM:mac  
enclosures  
c: Jack Morell

RECEIVED

FEB 04 1985

EXECUTIVE SECRETARY  
BOARD OF PUBLIC WORKS

Seattle Board of Public Works  
Issues Regarding Engineering Agreements  
Consulting Engineers Council of Washington

At a brief presentation by CECW, of issues regarding Engineering Agreements, before the Board of Public Works on November 16, 1984, it was suggested by the Board that comments on procedures and proposed changes in engineering agreement format be submitted to the Board for their further study and review prior to another discussion session.

In response to that suggestion, we are providing recommendations in regard to changes in the existing procedures for contracting for engineering services and recommendations in regard to specific wording changes in the standard contract provisions contained in the Board's, "Rules for Board Approved Consultant Contracts". On each of these recommended changes we have provided a discussion as to the reasons behind the recommended change.

PROCEDURES

Selection Process

(Recommendations)

A two-step selection process is recommended. The first step is a Request for Qualifications (RFQ) which contains a very limited general scope. From those submitting a response to the RFQ, a short list of three firms is selected to receive a Request for Proposal (RFP). The second step is the issuance of the RFP to the three short-list firms and their response by proposal. This step can also include, if deemed appropriate, an interview before the selection committee. The RFP would contain a very detailed scope of work that is as complete as practical.

During the proposal period, the three proposing firms would be limited to contacting the particular Department's Proposal/Project Manager. The three proposing firms would be given the names of the selection committee, but would not be allowed to contact the committee members during the proposal or selection periods. After the selection is made, the combined selection committee scoring would be available to all of the three proposers.

The Department would include in the RFP a range of fees that the Department will consider. Following final detailed negotiation of the scope of work, a fee estimate would be required from only the selected firm for negotiating the agreed fee.

(Discussion)

We believe that the recommended two-step selection process would be less costly to both the City and the Consultants. The selection process is expensive even for the selected firm but is a burden on the losing firms. Also, the City would not be faced with the cost of reviewing more than three detailed

proposals. We believe the initial process of reviewing qualifications is a much simpler and much less costly process than reviewing detailed proposals. In the aggregate, we believe the recommended two-step process would be the least costly to the City.

A fee estimate should be required of only the top ranked firm because during the negotiation process, it is sometimes necessary to considerably change or modify the scope of work, which requires considerable time and effort by the Consultant. The estimates of the losing firms are of questionable value because the City does not have the benefit of scope discussions with the losing firms similar in detail to discussions with the top ranked firm following the ranking of firms. The Department's own estimate based on the scope as it may be revised would be more useful for negotiating the fee. In instances where the scope is changed considerably it needs to be recognized that such scope modifications materially benefit the Project and may properly be considered as a line item cost of engineering identified as "Scope Modifications".

In order to put the three short-listed proposing firms on an equal footing, we believe that contact should be limited to the proposal/project manager or coordinator and that contact with the selection committee be foreclosed during the proposal/selection process. However, we do believe it is appropriate to apprise the firms of those persons who will sit on the selection committee so that proposals and presentations may be geared to the technical backgrounds of the committee members. We believe this process will work satisfactorily and will result in the least cost to the City and still permit the proposing firms adequate access for questions.

Providing the combined selection committee scoring to the proposers will help those not selected to identify weaknesses in their proposals for their benefit on future projects.

#### Contract Negotiations

##### (Recommendations)

The Board of Public Works should set forth general policies relative to contracting for professional services which are reasonable and equitable to both parties. Contract negotiations should flow from such established policies and contract language should not attempt to alter such established policies. Contract language should also not be used to set policy on a defacto basis in those areas which may not have been addressed by the Board.

##### (Discussion)

Difficulties regarding contract negotiations are centered mainly around certain of the key standard clauses relating to indemnity and risk allocation. Additionally, there is a current lack of clauses to define the role of the Consultant in relation to the City and construction contractors.

Past experience shows that the staff of the City's Departments have been reluctant to negotiate any changes to key contract provisions. When we are subsequently referred to the Law Department, staff is not always available in a timely manner for discussion and negotiation. This situation results in protracted negotiations where the patience of both parties are often severely tried.

We are attaching Exhibit A which contains recommended changes and additions to key standard engineering agreement clauses on the following subjects:

AUDIT,  
COMPLIANCE WITH LAW,  
  
CONTRACTUAL RELATIONSHIP,  
  
ERROR & OMISSIONS: CORRECTION,  
  
INDEMNIFICATION,  
  
PROFESSIONAL SERVICES,  
  
CONSTRUCTION CONTRACTOR'S PERFORMANCE  
AND SAFETY,  
  
CONSTRUCTION CONTRACT PROVISIONS,  
  
OWNERSHIP OF DOCUMENTS.

A discussion follows each proposed change or addition in Exhibit A.

Fee Negotiations

(Recommendation)

We recommend that contract types less costly to administer than Cost Plus Fixed Fee (CPFF) be used by the City for most engineering projects.

However, in those instances where the City determines that a CPFF type of contract is appropriate for a project, it is recommended that Federal Acquisition Regulation guidelines be followed in administering such contracts, specifically with relation to cost ceilings as differentiated from contract maximums.

(Discussion)

The City Departments have utilized a CPFF basis for many engineering agreements. As indicated to you by the "Position Paper" provided to you at your November 16, 1984 meeting, the costing structure being utilized with a contract

maximum limit as distinct from a cost ceiling does not adequately compensate the Consultant for the risks taken in connection with the work. In this regard we are appending another copy of the "Position Paper" as Exhibit B to this submittal for your further reference.

(Recommendation)

In regard to markup of fees for subconsultant services to the Consultant, we recommend the City adopt a uniform policy for all Departments in a range of 5% to 15% depending upon the dollar amount of the services, the type of services and the attendant risk to the Consultant. For CPFF contracts, the equivalent to a markup could be incorporated into the fixed fee if this would be more desirable.

(Discussion)

In regard to markup of fees for subconsultant professional services to the Consultant, we find some considerable inconsistency between the City's Departments. Some Departments allow up to 10% while others allow none.

A firm's overhead expenses reflect the composite average of all its contracts for liability insurance premiums and B&O taxes associated with subconsultant services. However, the City's 18% minimum MBE subcontracting requirement exceeds the composite subcontracting average for most firms and cannot be recovered without a markup on those services. Additionally, there is an incumbent liability risk for the Consultant associated with subconsultant services for which the Consultant should receive equitable compensation. ASCE Manual 45 lists a typical range of markup from 5% to 15%.

General Conditions of Construction Contract Documents

(Recommendations)

It is recommended that the City adopt uniform wording for its Construction Contract Documents consistent with that contained in Exhibit A under the headings, "Construction Contractor's Performance and Safety" and "Construction Contract Provisions". A clear definition of the Consultant should also be contained in Construction Contract Documents.

(Discussion)

In order to clearly define the role of the Consultant regarding the performance and safety of the Contractor's operations, construction contract documents should contain a companion provision to that included in Exhibit A which limits the Engineer's responsibility to its own performance, personnel and subconsultants and further defines that the Contractor is responsible for its own performance, personnel and subcontractors.

There is inconsistency among the City Departments in regard to indemnification of the City and the Engineer in Construction Contract Documents. In

order that the Engineer be provided the same protection as the City in its role as a participant in the design of the project, it is extremely important that indemnification by the Construction Contractor cover both the Consulting Design Engineer and the City. The Consultant should also be named an additional insured in policies carried by the Construction Contractor as noted in Exhibit A.

In the City's Construction Contract Documents, the term "Engineer" generally refers to the City Engineer or the Head of the Department. A clear definition needs to be made in those documents to separately identify the "Consultant" and its responsibilities as distinguished from the City employee designated as the "Engineer".

EXHIBIT A

RECOMMENDED ENGINEERING  
AGREEMENT PROVISIONS

In order to provide specific recommendations to the Board in regard to proposed changes to the City's required Consultant Agreement provisions, we have referenced the specific affected Sections of the Board's "Rules for Board Approved Consultant Contracts". Where we are recommending specific changes, we have retyped the affected paragraphs with:

- (1) Deletions ~~lined-out~~
- (2) Additions underlined.

B.P.W. Rules Reference:  
Chapter 5.50, Page 2

Section \_\_\_\_ . AUDIT. The Consultant shall permit the City, from time to time as the City Comptroller or the (insert title of head of contracting City administrative unit) deems necessary (including after the expiration or termination of this Agreement), to inspect and audit at any and all reasonable times at the Contractor's office in King County, Washington, or at such other reasonable location as the City Comptroller selects; all ~~pertinent~~ books and records of the Consultant prepared and maintained in connection with the services rendered under this Agreement and any subconsultants or other person or entity that has performed work in connection with or related to the Consultant's services under this Agreement to verify the accuracy of accounting records including trust accounts; and shall supply the City with, or shall permit the City to make, a copy of the any books and records prepared and maintained in connection with the services rendered under this Agreement and any portion thereof, upon the City Comptroller's or (insert title of head of contracting City administrative unit) request. The Consultant shall ensure that such inspection, audit and copying right of the City is a condition of any subcontract, agreement or other arrangement under which any other person or

entity is permitted to perform work in connection with or related to the Consultant's services under this Agreement.

(Discussion)

Audits are almost universally made at the location where records are stored so that personnel acquainted with the files can rapidly find the pertinent documents. Audits constitute an expense, sometimes substantial, to both parties and only documents relating to the project being audited should be reviewed in order to hold audit costs to a minimum.

Section \_\_\_\_ . COMPLIANCE WITH LAW.

a. General Requirement: The Consultant, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington and all ordinances of the City of Seattle. ~~and-rules;-regulations;-orders;-and-directives-of-their-administrative-agencies--and-the-officers-thereof.~~

(Discussion)

The terms: "rules, regulations, orders and directives" are undefined and represent potential scope of services increases without attendant compensation. The Consultant should only be required to comply with laws and ordinances that are published and normally made available to the public.

e. Women's and Minority Business Enterprise Utilization:

(2) Compliance: During the term of this Agreement, the

Consultant shall:

(a) Utilize both minority business enterprises ("MBEs") and women's business enterprises ("WBEs") at least to the extent specified below:

MBE \_\_\_\_\_%                      WBE \_\_\_\_\_%

of the Consultant's total compensation and expense reimbursement provided under this Agreement. Any failure to meet these commitments as determined by formal action of the Board of Public Works, will be considered a material breach of contract, and may result in one or more of the following actions:

- (i) Suspension of the contract;
- (ii) Withholding of funds;
- (iii) Recision of the contract, and

(Discussion)

We suggest that determination of failure to meet MBE and WBE commitments which has material breach of contract implications be the result of a formal procedure by the Board rather than potentially a unilateral action by some undefined person.

e. Women's and Minority Business Enterprise Utilization:

(2) Compliance:

- (c) Require every subcontractor utilized by the Consultant for work under this Agreement to make reasonable every effort to utilize WBEs and MBEs; and

(Discussion)

Literal interpretation of "every" effort could have major time and financial implications and makes the "effort" inexhaustible. This provision also becomes more difficult at lower tier levels of subcontracting such as the sub-subcontracts let by WMBE firms.

Section \_\_\_\_\_ CONTRACTUAL RELATIONSHIP. The Consultant shall be consultant and advisor to the City as an independent contractor and shall not be an employee of the City. This Agreement does not constitute the Consultant as the agent or legal representative of the City for any purpose whatsoever. The Consultant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

(Discussion)

The added wording further defines the contractual relationship and establishes that the Consultant is an independent contractor.

Section \_\_\_\_\_ ERRORS & OMISSIONS: CORRECTION. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. The Consultant, without additional compensation, shall correct or revise any errors or deficiencies in its the designs, drawings, specifications, and/or other Consultant services not conforming to generally accepted professional practices. ~~immediately-upon-notification-by-the-City.--The-indemnification-provided-for-in-this-section-with-respect-to-any-acts-or-omissions-during-the-term-of-this-Agreement-shall-survive-any-termination-or-expiration-of-this-Agreement.~~

(Discussion)

The phrase: "any errors or deficiencies," is subject to interpretation. The addition of the phrase, "not conforming to generally accepted professional practice", provides a definition of the level of service to be provided. While most Consultants do very good work, the law does not require them to be perfect.

Wording pertaining to, "indemnification" has been deleted. We believe that all indemnification should be contained in the paragraph of the Contract, so titled.

Section \_\_\_\_\_ INDEMNIFICATION. The Consultant shall indemnify and hold harmless the City and its officers, employees and servants from all sums which it is finally determined that the Consultant has legal liability, following operation of applicable rights of contribution, arising out of negligent acts, errors or omissions of the Consultant in furnishing services pursuant to this Agreement. All claims for damages arising hereunder that are asserted against or affect both the Consultant and the City due to their concurrent negligence shall be dealt with by the parties jointly.

The City and the Consultant shall not be liable to each other in any event for consequential damages, including but not limited to: loss of anticipated revenues, earnings or profits; increased expense of operations; or loss by reason of shutdown or non-operation due to late completion or otherwise. ~~The Consultant hereby agrees to save harmless and defend the City from all claims and liability due to the negligent acts, errors, or omissions of the Consultant, its agents, and employees in performing the work required by this Agreement. The City shall not be obligated or liable to the Consultant or to any other party for any claim whatsoever arising in connection with this Agreement except for negligence that is solely and entirely the fault of the City.~~

The indemnification provided for in this section with respect to any acts or omissions during the term of this Agreement shall survive any termination or expiration of this Agreement.

(Discussion on next page)

Section \_\_\_\_\_ INDEMNIFICATION. (continued)

(Discussion)

The entire paragraph has been essentially rewritten in order to be insurable under current professional liability policies. We are advised by our insurance carriers that joint or concurrent negligence needs to be clearly identified as a joint responsibility since our normal policies do not cover negligent acts of parties other than the Consultant.

The language proposed to be removed obligates the Consultant to be responsible for the City's share of any concurrent or joint negligence without any reimbursement to the Consultant for assuming this extra risk. Before any review of the legal wording of this provision is begun, the Board should set forth its policy in non-legal terms as to whether Consultants should be expected to be responsible for any portion of the City's negligence. If the Board determines that it is in the City's best interests to shift such responsibility to Consultants, the City should be willing to additionally reimburse the Consultant for the cost of additional insurance policies to cover the associated risk. However, we doubt that such an approach would be as cost effective as the direct purchase of a single insurance policy to cover all of the City's responsibilities.

BOARD OF PUBLIC WORKS JAN-JUNE 1985

Recommended New Provision

Section \_\_\_\_ . PROFESSIONAL SERVICES The Consultant represents that the services furnished under this Agreement will be in accordance with generally accepted professional practices. Any estimate of cost of equipment, construction, ownership or operation furnished by the Consultant shall be the Consultant's opinion based upon its professional judgement and experience. The Consultant shall make no other representation or warranty, express or implied.

(Discussion)

This is a new section which is proposed to be added which defines that the level of services being provided by the Consultant conforms with generally accepted professional practices. This is the same standard that is used in the court system to determine the adequacy of professional services.

Recommended New Provision

Section \_\_\_\_\_ CONSTRUCTION CONTRACTOR'S PERFORMANCE AND SAFETY The Consultant shall not be responsible: for safety on the City's premises or project site, except for the safety of personnel of the Consultant, its Special Consultants and Subcontractors; for providing or assuring a safe place for the performance of the construction contractor's work; for safety precautions, programs or equipment; for construction means, methods, techniques, sequences or procedures; or for the construction contractor's failure to perform the work in accordance with the Contract Documents.

(Discussion)

This section is proposed to establish the clear intent of the parties that construction site safety and supervision of construction personnel is a responsibility of the construction contractor and not of the Consultant. A similar provision should also appear in each construction contract.

Recommended New Provision

Section \_\_\_\_\_ CONSTRUCTION CONTRACT PROVISIONS The City agrees to incorporate language in all construction contract documents related to services furnished under this Agreement which will:

- a. require each Contractor to indemnify, defend and hold harmless the City and the Consultant from all claims, judgments, damages or costs, including defense costs, court costs and attorney's fees, resulting from bodily injury, death and property damage due to operations, errors, omissions or negligent acts of the Contractor, its Subcontractors, the City and the Consultant excepting only such claims, judgments, damages or costs resulting solely from the errors, omissions or negligent acts of the City or of the Consultant; and
- b. require each Contractor to purchase and maintain general liability insurance in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injuries and/or death and/or property damage, together with Builders' Risk "All Risk" insurance covering all work included in its construction contract, with the City and the Consultant each named as additional insureds in all such insurance policies.

(Discussion)

This section is proposed to establish the clear intent of the parties that both the City and the Consultant be indemnified by construction contractors for concurrent negligence relating to construction activities. One of the most frequent claims made against owners and consultants results from injury to or death of contractor personnel who are restrained from suing their employer

(continued next page)

Section \_\_\_\_\_ CONSTRUCTION CONTRACT PROVISIONS (continued)

(Discussion) (continued)

by Worker's Compensation laws. In nearly all such cases the injury or death results from the contractor's practices without any fault on the part of owners or the consultants. However, this does not prevent owners and consultants from being sued.

Where design error causes injury or death, the consultant would be solely at fault and no indemnification by the contractor would be operative.

Similar language in each construction contract would further set forth the intent of the parties.

Recommended New Provision

Section \_\_\_\_\_ OWNERSHIP OF DOCUMENTS All original drawings, prints, plans, field notes, calculations, reports, specifications, and other related documents prepared or obtained under the terms of this Agreement shall become the property of the City. If such documents are changed in any way or used by the City for any other project or purpose, the City shall indemnify, defend, and hold harmless the Consultant for all loss, damage, liability, or expense arising out of such change or use. The Consultant may retain copies of all such documents for its use.

(Discussion)

The City often requires the Consultant to provide its work product to the City at the end of the Project. As the owner of such work product, the City may use it as it sees fit. In almost all cases, the Consultant's work is site or situation specific and cannot be utilized without modification to other sites or situations. The Consultant should be indemnified against any claims resulting from such other use by the City since no additional fee has been earned by the Consultant to offset the additional risk created by re-use.

POSITION PAPER - USE OF COST PLUS  
FIXED FEE ENGINEERING CONTRACTS

The City of Seattle appears to have established a policy of using Cost Plus Fixed Fee (CPFF) type contracts for procurement of all consulting engineering design services. Based upon the experiences of a number of Consulting Engineering Council of Washington members, the method used by the City in administering such contracts varies from one important fundamental concept which underlies this type of contracting.

The CPFF type of contract is utilized by the federal government to provide a mechanism for funding research and development projects for which a defined scope of work cannot be written. Recognizing that for such work all risk must be assumed by the government, a cost ceiling concept has been devised to provide budgetary control of such procurements. Under the cost ceiling concept, the contractor is restrained from spending more than the cost ceiling amount unless the government first determines to increase the cost ceiling. In essence, work under a CPFF contract must stop even though not completed when an established cost ceiling is reached.

Because the risk of not having a completed project when a cost ceiling is reached is assumed by the government, fees allowed contractors by the government for CPFF contracts have been established at minimum levels. Fundamentally, the contractor is paid a minimum fixed dollar fee plus all its costs.

Since many research and development contracts funded by the federal government involve manufacturing facilities with substantial capital investments, the government has developed regulations to define cost for CPFF contracts. With a few exceptions to cover "unallowable" overheads, a contractor's cost includes all labor and expenses directly chargeable to the project plus direct labor fringe benefits and an allocation of general overhead expenses. General overhead expenses include such items as rents, depreciation, non-payroll related taxes and other administrative expenses actually experienced in running a business. Among real but "unallowable" overhead expenses are interest on borrowed capital and bad debts; in theory, the federal government pays its bills promptly and never reneges on its obligations.

Part 16 of the Federal Acquisition Regulations (FAR) establishes the guidelines for use of all types of contracts by the federal government. A copy of Part 16 is attached.

FAR Subpart 16.103(a) includes the statement, "The objective is to negotiate a contract type and price (or estimated cost and fee) that will result in reasonable contractor risk and provide the contractor with the greatest incentive for efficient and economical performance." Paragraphs (b)

and (c) contain the following: "A firm-fixed-price contract, which best utilizes the basic profit motive of business enterprise, shall be used when the risk involved is minimal or can be predicted with an acceptable degree of certainty." and "In particular, contracting officers should avoid protracted use of a cost-reimbursement or time-and-materials contract after experience provides a basis for firmer pricing."

Subpart 16.306 specifically covers Cost-plus-fixed-fee contracts. Paragraph (d)(1) of this Subpart covers the "completion" form which has been used by the City and contains the following language: "This form of contract normally requires the contractor to complete and deliver the specified end product . . . within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost." (Underscoring supplied.)

It is from the last above quoted FAR language that the City's administration of CPFF engineering contracts departs. Instead of utilizing the cost ceiling concept appropriate to CPFF contracts wherein the work is completed, if possible, within the cost ceiling, the City's contracts require completion of all work within an established maximum amount even though the fixed fees allowed remain minimal and inadequate to cover the risk which has inappropriately been placed on the engineer.

Hardly any two engineering assignments are the same; consequently, preparation of cost estimates to perform engineering work is an imprecise art at best. The City must recognize this imprecision and that the "going in" estimate is different from "coming out" results actually realized. Some assignments are completed within estimates but others over run. In order to remain in business, a consulting engineer's overall "coming out" results must contain enough jobs with adequate profit levels to first offset losses sustained on its losers and then to return a reasonable residual profit. The low fixed fees allowed by the City for CPFF engineering agreements "going in", while appropriate for a CPFF agreement if administered with a cost ceiling, are inadequate to achieve average acceptable "coming out" results when administered with a maximum limit.

There are substantial costs involved both to the City and consulting engineers in administering CPFF contracts - complete auditing by the City and exhaustive documentation and retroactive adjustment of invoices to cover overhead changes by the engineers - along with associated time delays. It is therefore recommended that the City utilize lump sum engineering contracts when scope of work can be adequately defined, such contracts to include adequate fees and contingencies to cover the risk assumed by the consulting engineer. Salary cost multiplier contracts are recommended when the scope of work cannot be defined. The salary cost multiplier type of contract is fully described in ASCE Manual No. 45.

The Consulting Engineers Council of Washington believes that the above recommended changes in the City's method of contracting for consulting engineering services will save money for both the City and consulting engineers without a reduction in the quality of services rendered.

## PART 16

### TYPES OF CONTRACTS

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## PART 16

### TYPES OF CONTRACTS

#### 16.000 Scope of part.

This part describes types of contracts that may be used in acquisitions other than small purchases under Part 13. It prescribes policies and procedures and provides guidance for selecting a contract type appropriate to the circumstances of the acquisition.

#### SUBPART 16.1—SELECTING CONTRACT TYPES

##### 16.101 General.

(a) A wide selection of contract types is available to the Government and contractors in order to provide needed flexibility in acquiring the large variety and volume of supplies and services required by agencies. Contract types vary according to (1) the degree and timing of the responsibility assumed by the contractor for the costs of performance and (2) the amount and nature of the profit incentive offered to the contractor for achieving or exceeding specified standards or goals.

(b) The contract types are grouped into two broad categories: fixed-price contracts (see Subpart 16.2) and cost-reimbursement contracts (see Subpart 16.3). The specific contract types range from firm-fixed-price, in which the contractor has full responsibility for the performance costs and resulting profit (or loss), to cost-plus-fixed-fee, in which the contractor has minimal responsibility for the performance costs and the negotiated fee (profit) is fixed. In between are the various incentive contracts (see Subpart 16.4), in which the contractor's responsibility for the performance costs and the profit or fee incentives offered are tailored to the uncertainties involved in contract performance.

##### 16.102 Policies.

(a) Contracts resulting from formal advertising shall be firm-fixed-price contracts or fixed-price contracts with economic price adjustment.

(b) Contracts negotiated under Part 15 may be of any type or combination of types that will promote the Government's interest, except as restricted in this part (see 10 U.S.C. 2306(a) and 41 U.S.C. 254(a)). Contract types not described in this regulation shall not be used, except as a deviation under Subpart 1.A.

(c) The cost-plus-a-percentage-of-cost system of contracting shall not be used (see 10 U.S.C. 2306(a) and 41 U.S.C. 254(b)). Prime contracts (including letter contracts) other than firm-fixed-price contracts shall, by an appropriate clause, prohibit cost-plus-a-percentage-of-

cost subcontracts (see clauses prescribed in Subpart 44.2 for cost-reimbursement contracts and Subparts 16.2 and 16.4 for fixed-price contracts).

(d) No contract may be awarded before the execution of any determination and findings (D&F's) required by this part. Minimum requirements for the content of D&F's required by this part are substantially the same as those for the D&F's treated in 15.304.

##### 16.103 Negotiating contract type.

(a) Selecting the contract type is generally a matter for negotiation and requires the exercise of sound judgment. Negotiating the contract type and negotiating prices are closely related and should be considered together. The objective is to negotiate a contract type and price (or estimated cost and fee) that will result in reasonable contractor risk and provide the contractor with the greatest incentive for efficient and economical performance.

(b) A firm-fixed-price contract, which best utilizes the basic profit motive of business enterprise, shall be used when the risk involved is minimal or can be predicted with an acceptable degree of certainty. However, when a reasonable basis for firm pricing does not exist, other contract types should be considered, and negotiations should be directed toward selecting a contract type (or combination of types) that will appropriately tie profit to contractor performance.

(c) In the course of an acquisition program, a series of contracts, or a single long-term contract, changing circumstances may make a different contract type appropriate in later periods than that used at the outset. In particular, contracting officers should avoid protracted use of a cost-reimbursement or time-and-materials contract after experience provides a basis for firmer pricing.

(d) Each contract file shall include documentation to show why the particular contract type was selected, except for (1) small purchases under Part 13, (2) repetitive purchases on a firm fixed-price basis, and (3) awards made on the set-aside portion of formally advertised solicitations partially set aside for either small business, labor surplus area concerns, or disaster area concerns.

##### 16.104 Factors in selecting contract types.

There are many factors that the contracting officer should consider in selecting and negotiating the contract type. They include the following:

(a) *Price competition.* Normally, effective price competition results in realistic pricing, and a fixed-price contract is ordinarily in the Government's interest.

(b) *Price analysis.* Price analysis (see 15.805-2), with or without competition, may provide a basis for selecting the contract type. The degree to which price analysis can provide a realistic pricing standard should be carefully considered, even when there may not be full and free competition.

(c) *Cost analysis.* In the absence of effective price competition and if price analysis is not sufficient, the cost estimates of the offeror and the Government provide the bases for negotiating contract pricing arrangements. It is essential that the uncertainties involved in performance and their possible impact upon costs be identified and evaluated, so that a contract type that places a reasonable degree of cost responsibility upon the contractor can be negotiated.

(d) *Type and complexity of the requirement.* Complex requirements, particularly those unique to the Government, usually result in greater risk assumption by the Government. This is especially true for complex research and development contracts, when performance uncertainties or the likelihood of changes makes it difficult to estimate performance costs in advance. As a requirement recurs or as quantity production begins, the cost risk should shift to the contractor, and a fixed-price contract should be considered.

(e) *Urgency of the requirement.* If urgency is a primary factor, the Government may choose to assume a greater proportion of risk or it may offer incentives to ensure timely contract performance.

(f) *Period of performance or length of production run.* In times of economic uncertainty, contracts extending over a relatively long period may require economic price adjustment terms.

(g) *Contractor's technical capability and financial responsibility.*

(h) *Adequacy of the contractor's accounting system.* Before agreeing on a contract type other than firm-fixed-price, the contracting officer shall ensure that the contractor's accounting system will permit timely development of all necessary cost data in the form required by the proposed contract type. This factor may be critical when the contract type requires price revision while performance is in progress, or when a cost-reimbursement contract is being considered and all current or past experience with the contractor has been on a fixed-price basis.

(i) *Concurrent contracts.* If performance under the proposed contract involves concurrent operations under other contracts, the impact of those contracts, including their pricing arrangements, should be considered.

(j) *Extent and nature of proposed subcontracting.* If the contractor proposes extensive subcontracting, a contract type reflecting the actual risks to the prime contractor should be selected.

#### 16.105 Solicitation provision.

The contracting officer shall complete and insert the provision at 52.216-1, Type of Contract, in requests for proposals and in requests for quotations unless the solicitation is for (a) a small purchase (see Part 13) or (b) information or planning purposes (see 15.405).

### SUBPART 16.2—FIXED-PRICE CONTRACTS

#### 16.201 General.

Fixed-price types of contracts provide for a firm price or, in appropriate cases, an adjustable price. Fixed-price contracts providing for an adjustable price may include a ceiling price, a target price (including target cost), or both. Unless otherwise specified in the contract, the ceiling price or target price is subject to adjustment only by operation of contract clauses providing for equitable adjustment or other revision of the contract price under stated circumstances.

#### 16.202 Firm-fixed-price contracts.

##### 16.202-1 Description.

A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. It provides maximum incentive for the contractor to control costs and perform effectively and imposes a minimum administrative burden upon the contracting parties.

##### 16.202-2 Application.

A firm-fixed-price contract is suitable for acquiring commercial products or commercial-type products (see 11.001) or for acquiring other supplies or services on the basis of reasonably definite functional or detailed specifications (see 10.001) when the contracting officer can establish fair and reasonable prices at the outset, such as when—

(a) There is adequate price competition;

(b) There are reasonable price comparisons with prior purchases of the same or similar supplies or services made on a competitive basis or supported by valid cost or pricing data;

(c) Available cost or pricing information permits realistic estimates of the probable costs of performance; or

(d) Performance uncertainties can be identified and reasonable estimates of their cost impact can be made, and the contractor is willing to accept a firm fixed price representing assumption of the risks involved.

#### 16.203 Fixed-price contracts with economic price adjustment.

##### 16.203-1 Description.

A fixed-price contract with economic price adjustment provides for upward and downward revision of the stated contract price upon the occurrence of speci-

fixed contingencies. Economic price adjustments are of three general types:

(a) *Adjustments based on established prices.* These price adjustments are based on increases or decreases from an agreed-upon level in published or otherwise established prices of specific items or the contract and items.

(b) *Adjustments based on actual costs of labor or material.* These price adjustments are based on increases or decreases in specified costs of labor or material that the contractor actually experiences during contract performance.

(c) *Adjustments based on cost indexes of labor or material.* These price adjustments are based on increases or decreases in labor or material cost standards or indexes that are specifically identified in the contract.

#### 16.203-2 Application.

A fixed-price contract with economic price adjustment may be used when (i) there is serious doubt concerning the stability of market or labor conditions that will exist during an extended period of contract performance, and (ii) contingencies that would otherwise be included in the contract price can be identified and covered separately in the contract. Price adjustments based on established prices should normally be restricted to industry-wide contingencies. Price adjustments based on labor and material costs should be limited to contingencies beyond the contractor's control. For use of economic price adjustment in formally advertised contracts, see 14.407-4.

(a) In establishing the base level from which adjustment will be made, the contracting officer shall ensure that contingency allowances are not duplicated by inclusion in both the base price and the adjustment requested by the contractor under economic price adjustment clause.

(b) In contracts that do not require submission of cost or pricing data, the contracting officer shall obtain adequate information to establish the base level from which adjustment will be made and may require verification of data submitted.

#### 16.203-3 Limitations.

A fixed-price contract with economic price adjustment shall not be used unless the contracting officer determines that it is necessary either to protect the contractor and the Government against significant fluctuations in labor or material costs or to provide for contract price adjustment in the event of changes in the contractor's established prices.

#### 16.203-4 Contract clauses.

(a) *Adjustment based on established prices—standard supplies.* (1) The contracting officer shall, when contracting by negotiation, insert the clause at 52.216-2, Economic Price Adjustment—Standard Supplies, or an agency-prescribed clause as authorized in subparagraph (2) below, in solicitations and contracts when all of the following conditions apply:

(i) A fixed-price contract is contemplated.

(ii) The requirement is for standard supplies that have an established catalog or market price, verified using the criteria in 15.804-3.

(iii) The contracting officer has made the determination specified in 16.203-3.

(2) If all the conditions in subparagraph (a)(1) above apply and the contracting officer determines that the use of the clause at 52.216-2 is inappropriate, the contracting officer may use an agency-prescribed clause instead of the clause at 52.216-2.

(3) If the negotiated unit price reflects a net price after applying a trade discount from a catalog or list price, the contracting officer shall document in the contract file both the catalog or list price and the discount. (This does not apply to prompt payment or cash discounts.)

(b) *Adjustment based on established prices—semistandard supplies.* (1) The contracting officer shall, when contracting by negotiation, insert the clause at 52.216-3, Economic Price Adjustment—Semistandard Supplies, or an agency-prescribed clause as authorized in subparagraph (2) below, in solicitations and contracts when all of the following conditions apply:

(i) A fixed price is contemplated.

(ii) The requirement is for semistandard supplies for which the prices can be reasonably related to the prices of nearly equivalent standard supplies that have an established catalog or market price, verified using the criteria in 15.804-3.

(iii) The contracting officer has made the determination specified in 16.203-3.

(2) If all conditions in subparagraph (b)(1) above apply and the contracting officer determines that the use of the clause at 52.216-3 is inappropriate, the contracting officer may use an agency-prescribed clause instead of the clause at 52.216-3.

(3) If the negotiated unit price reflects a net price after applying a trade discount from a catalog or list price, the contracting officer shall document in the contract file both the catalog or list price and the discount. (This does not apply to prompt payment or cash discounts.)

(4) Before entering into the contract, the contracting officer and contractor must agree in writing on the identity of the standard supplies and the corresponding contract line items to which the clause applies.

(5) If the supplies are standard, except for preservation, packaging, and packing requirements, the clause prescribed in 16.203-4(a), shall be used rather than this clause.

(c) *Adjustments based on actual cost of labor or material.* (1) The contracting officer shall, when contracting by negotiation, insert a clause that is substantially the same as the clause at 52.216-4, Economic Price Adjustment—Labor and Material, or an agency-prescribed

clause as authorized in subparagraph (2) below, in solicitation and contracts when all of the following conditions apply:

(i) A fixed-price contract is contemplated.

(ii) There is no major element of design engineering or development work involved.

(iii) One or more identifiable labor or material cost factors are subject to change.

(iv) The contracting officer has made the determination specified in 16.203-3.

(2) If all conditions in subparagraph (c)(1) above apply and the contracting officer determines that the use of the clause at 52.216-4 is inappropriate, the contracting officer may use an agency-prescribed clause instead of the clause at 52.216-4.

(3) The contracting officer shall describe in detail in the contract Schedule—

(i) The types of labor and materials subject to adjustment under the clause;

(ii) The labor rates, including fringe benefits (if any) and unit prices of materials that may be increased or decreased; and

(iii) The quantities of the specified labor and materials allocable to each unit to be delivered under the contract.

(4) In negotiating adjustments under the clause, the contracting officer shall—

(i) Consider work in process and materials on hand at the time of changes in labor rates, including fringe benefits (if any) or material prices;

(ii) Not include in adjustments any indirect cost (except fringe benefits as defined in 31.205-6(m)) or profit; and

(iii) Consider only those fringe benefits specified in the contract Schedule.

(d) *Adjustments based on cost indexes of labor or material.* The contracting officer should consider using an economic price adjustment clause based on cost indexes of labor or material under the circumstances and subject to approval as described in subparagraphs (1) and (2) below.

(1) A clause providing adjustment based on cost indexes of labor or materials may be appropriate when—

(i) The contract involves an extended period of performance with significant costs to be incurred beyond 1 year after performance begins;

(ii) The contract amount subject to adjustment is substantial; and

(iii) The economic variables for labor and materials are too unstable to permit a reasonable division of risk between the Government and the contractor, without this type of clause.

(2) Any clause using this method shall be prepared and approved under agency procedures. Because of the variations in circumstances and clause wording that may arise, no standard clause is prescribed.

#### 16.204 Fixed-price incentive contracts.

A fixed-price incentive contract is a fixed-price contract that provides for adjusting profit and establishing the final contract price by a formula based on the relationship of final negotiated total cost to total target cost. Fixed-price incentive contracts are covered in Subpart 16.4, Incentive Contracts. See 16.403 for more complete descriptions and for application, limitations, and prescribed clauses for these contracts.

#### 16.205 Fixed-price contracts with prospective price redetermination.

##### 16.205-1 Description.

A fixed-price contract with prospective price redetermination provides for (a) a firm fixed price for an initial period of contract deliveries or performance and (b) prospective redetermination, at a stated time or times during performance, of the price for subsequent periods of performance.

##### 16.205-2 Application.

A fixed-price contract with prospective price redetermination may be used in acquisitions of quantity production or services for which it is possible to negotiate a fair and reasonable firm fixed price for an initial period, but not for subsequent periods of contract performance.

(a) The initial period should be the longest period for which it is possible to negotiate a fair and reasonable firm fixed price. Each subsequent pricing period should be at least 12 months.

(b) The contract may provide for a ceiling price based on evaluation of the uncertainties involved in performance and their possible cost impact. This ceiling price should provide for assumption of a reasonable proportion of the risk by the contractor and, once established, may be adjusted only by operation of contract clauses providing for equitable adjustment or other revision of the contract price under stated circumstances.

##### 16.205-3 Limitations.

This contract type shall not be used unless—

(a) Negotiations have established that (1) the conditions for use of a firm-fixed-price contract are not present (see 16.202-2), and (2) a fixed-price incentive contract would not be more appropriate;

(b) The contractor's accounting system is adequate for price redetermination;

(c) The prospective pricing periods can be made to conform with operation of the contractor's accounting system; and

(d) There is reasonable assurance that price redetermination actions will take place promptly at the specified times.

##### 16.205-4 Contract clause.

The contracting officer shall, when contracting by negotiation, insert the clause at 52.216-5, Price Redetermination—Prospective, in solicitations and contracts

when a fixed-price contract is contemplated and the conditions specified in 16.205-2 and 16.205-3(a) through (d) apply.

#### **16.206 Fixed-ceiling-price contracts with retroactive price redetermination.**

##### **16.206-1 Description.**

A fixed-ceiling-price contract with retroactive price redetermination provides for (a) a fixed ceiling price and (b) retroactive price redetermination within the ceiling after completion of the contract.

##### **16.206-2 Application.**

A fixed-ceiling-price contract with retroactive price redetermination is appropriate for research and development contracts estimated at \$100,000 or less when it is established at the outset that a fair and reasonable firm fixed price cannot be negotiated and that the amount involved and short performance period make the use of any other fixed-price contract type impracticable.

(a) A ceiling price shall be negotiated for the contract at a level that reflects a reasonable sharing of risk by the contractor. The established ceiling price may be adjusted only if required by the operation of contract clauses providing for equitable adjustment or other revision of the contract price under stated circumstances.

(b) The contract should be awarded only after negotiation of a billing price that is as fair and reasonable as the circumstances permit.

(c) Since this contract type provides the contractor no cost control incentive except the ceiling price, the contracting officer should make clear to the contractor during discussion before award that the contractor's management effectiveness and ingenuity will be considered in retroactively redetermining the price.

##### **16.206-3 Limitations.**

This contract type shall not be used unless—

(a) The contract is for research and development and the estimated cost is \$100,000 or less;

(b) The contractor's accounting system is adequate for price redetermination;

(c) There is reasonable assurance that the price redetermination will take place promptly at the specified time; and

(d) The head of the contracting activity (or a higher-level official, if required by agency procedures) approves its use in writing.

##### **16.206-4 Contract clause.**

The contracting officer shall, when contracting by negotiation, insert the clause at 52.216-6, Price Redetermination—Retroactive, in solicitations and contracts when a fixed-price contract is contemplated and the conditions in 16.206-2 and 16.206-3(a) through (d) apply.

#### **16.207 Firm-fixed-price, level-of-effort term contracts.**

##### **16.207-1 Description.**

A firm-fixed-price, level-of-effort term contract requires (a) the contractor to provide a specified level of

effort, over a stated period of time, on work that can be stated only in general terms and (b) the Government to pay the contractor a fixed dollar amount.

##### **16.207-2 Application.**

A firm-fixed-price, level-of-effort term contract is suitable for investigation or study in a specific research and development area. The product of the contract is usually a report showing the results achieved through application of the required level of effort. However, payment is based on the effort expended rather than on the results achieved.

##### **16.207-3 Limitations.**

This contract type may be used only when—

(a) The work required cannot otherwise be clearly defined;

(b) The required level of effort is identified and agreed upon in advance;

(c) There is reasonable assurance that the intended result cannot be achieved by expending less than the stipulated effort; and

(d) The contract price is \$100,000 or less, unless approved by the chief of the contracting office.

### **SUBPART 16.3—COST-REIMBURSEMENT CONTRACTS**

#### **16.301 General.**

##### **16.301-1 Description.**

Cost-reimbursement types of contracts provide for payment of allowable incurred costs, to the extent prescribed in the contract. These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed (except at its own risk) without the approval of the contracting officer.

##### **16.301-2 Application.**

Cost-reimbursement contracts are suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract.

##### **16.301-3 Limitations.**

A cost-reimbursement contract may be used only when—

(a) The contractor's accounting system is adequate for determining costs applicable to the contract;

(b) Appropriate Government surveillance during performance will provide reasonable assurance that efficient methods and effective cost controls are used; and

(c) A determination and findings has been executed, in accordance with agency procedures, showing that (1) this contract type is likely to be less costly than any other type or (2) it is impractical to obtain supplies or services of the kind or quality required without the use of this contract type (see 10 U.S.C. 2306(c), 2310(b), and 2311 or 41 U.S.C. 254(b), 257(c), and 257(a)).

(d) See 15.903(e) for statutory limitations on price or fee.

**16.302 Cost contracts.**

(a) *Description.* A cost contract is a cost-reimbursement contract in which the contractor receives no fee.

(b) *Application.* A cost contract may be appropriate for research and development work, particularly with nonprofit educational institutions or other nonprofit organizations, and for facilities contracts.

(c) *Limitations.* See 16.301-3.

**16.303 Cost-sharing contracts.**

(a) *Description.* A cost-sharing contract is a cost-reimbursement contract in which the contractor receives no fee and is reimbursed only for an agreed-upon portion of its allowable costs.

(b) *Application.* A cost-sharing contract may be used when the contractor agrees to absorb a portion of the costs, in the expectation of substantial compensating benefits.

(c) *Limitations.* See 16.301-3.

**16.304 Cost-plus-incentive-fee contracts.**

A cost-plus-incentive-fee contract is a cost-reimbursement contract that provides for an initially negotiated fee to be adjusted later by a formula based on the relationship of total allowable costs to total target costs. Cost-plus-incentive-fee contracts are covered in Subpart 16.4, Incentive Contracts. See 16.404-1 for a more complete description and discussion of application of these contracts. See 16.301-3 for limitations.

**16.305 Cost-plus-award-fee contracts.**

A cost-plus-award-fee contract is a cost-reimbursement contract that provides for a fee consisting of (a) a base amount (which may be zero) fixed at inception of the contract and (b) an award amount, based upon a judgmental evaluation by the Government, sufficient to provide motivation for excellence in contract performance. Cost-plus-award-fee contracts are covered in Subpart 16.4, Incentive Contracts. See 16.404-2 for a more complete description and discussion of application of these contracts. See 16.301-3 and 16.404-2(c) for limitations.

**16.306 Cost-plus-fixed-fee contracts.**

(a) *Description.* A cost-plus-fixed-fee contract is a cost-reimbursement contract that provides for payment to the contractor of a negotiated fee that is fixed at the inception of the contract. The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the contract. This contract type permits contracting for efforts that might otherwise present too great a risk to contractors, but it provides the contractor only a minimum incentive to control costs.

(b) *Application.* (1) A cost-plus-fixed-fee contract is suitable for use when the conditions of 16.301-2 are present and, for example—

- (i) The contract is for the performance of research or preliminary exploration or study, and the level of effort required is unknown; or

- (ii) The contract is for development and test, and using a cost-plus-incentive-fee contract is not practical.

(2) A cost-plus-fixed-fee contract normally should not be used in development of major systems (see Part 34) once preliminary exploration, studies, and risk reduction have indicated a high degree of probability that the development is achievable and the Government has established reasonably firm performance objectives and schedules.

(c) *Limitations.* No cost-plus-fixed-fee contract shall be awarded unless—

- (1) All limitations in 16.301-3 are complied with; and

- (2) The agency head or designee has signed a determination and findings establishing the basis for application of the statutory price or fee limitation (see 15.903(e)).

(d) *Completion and term forms.* A cost-plus-fixed-fee contract may take one of two basic forms—completion or term.

- (1) The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

- (2) The term form describes the scope of work in general terms and obligates the contractor to devote a specified level of effort for a stated time period. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period, upon contractor certification that the level of effort specified in the contract has been expended in performing the contract work. Renewal for further periods of performance is a new acquisition that involves new cost and fee arrangements.

- (3) Because of the differences in obligation assumed by the contractor, the completion form is preferred over the term form whenever the work, or specific milestones for the work, can be defined well enough to permit development of estimates within which the contractor can be expected to complete the work.

- (4) The term form shall not be used unless the contractor is obligated by the contract to provide a specific level of effort within a definite time period.

**16.307 Contract clauses.**

(a) The contracting officer shall insert the clause at 52.216-7, Allowable Cost and Payment, in solicitations

and contracts when a cost-reimbursement contract (other than a facilities contract) is contemplated.

(b) The contracting officer shall insert the clause at 52.216-8, *Fixed Fee*, in solicitations and contracts when a cost-plus-fixed-fee contract (other than a facilities contract or a construction contract) is contemplated.

(c) The contracting officer shall insert the clause at 52.216-9, *Fixed-Fee—Construction*, in solicitations and contracts when a cost-plus-fixed-fee construction contract is contemplated.

(d) The contracting officer shall insert the clause at 52.216-10, *Incentive Fee*, in solicitations and contracts when a cost-plus-incentive-fee contract (other than a facilities contract) is contemplated.

(e) (1) The contracting officer shall insert the clause at 52.216-11, *Cost Contract—No Fee*, in solicitations and contracts when a cost-reimbursement contract is contemplated that provides no fee and is not a cost-sharing contract or a facilities contract.

(2) If a cost-reimbursement research and development contract with an educational institution or a nonprofit organization that provides no fee or other payment above cost and is not a cost-sharing contract is contemplated, and if the contracting officer determines that withholding of a portion of allowable costs is not required, the contracting officer shall use the clause with its Alternate I.

(f) (1) The contracting officer shall insert the clause at 52.216-12, *Cost-Sharing Contract—No Fee*, in solicitations and contracts when a cost-sharing contract (other than a facilities contract) is contemplated.

(2) If a cost-sharing research and development contract with an educational institution or a nonprofit organization is contemplated, and if the contracting officer determines that withholding of a portion of allowable costs is not required, the contracting officer shall use the clause with its Alternate I.

(g) (1) The contracting officer shall insert the clause at 52.216-13, *Allowable Cost and Payment—Facilities*, in solicitations and contracts when a cost-reimbursement consolidated facilities contract or a cost-reimbursement facilities acquisition contract (see 45.302-6) is contemplated.

(2) If a facilities acquisition contract is contemplated and, in the judgment of the contracting officer, it may be necessary to withhold payment of an amount to protect the Government's interest, the contracting officer shall use the clause with its Alternate I.

(h) The contracting officer shall insert the clause at 52.216-14, *Allowable Cost and Payment—Facilities Use*, in solicitations and contracts when a facilities use contract is contemplated.

(i) The contracting officer shall insert the clause at 52.216-15, *Predetermined Indirect Cost Rates*, in solicitations and contracts when a cost-reimbursement research and development contract with an educational institution (see 42.705-3(b)) is contemplated and predetermined indirect cost rates are to be used.

## SUBPART 16.4—INCENTIVE CONTRACTS

### 16.401 General.

(a) Incentive contracts as described in this subpart are appropriate when a firm-fixed-price contract is not appropriate and the required supplies or services can be acquired at lower costs and, in certain instances, with improved delivery or technical performance, by relating the amount of profit or fee payable under the contract to the contractor's performance. Incentive contracts are designed to obtain specific acquisition objectives by—

(1) Establishing reasonable and attainable targets that are clearly communicated to the contractor; and

(2) Including appropriate incentive arrangements designed to (i) motivate contractor efforts that might not otherwise be emphasized and (ii) discourage contractor inefficiency and waste.

(b) When predetermined, formula-type incentives on technical performance or delivery are included, increases in profit or fee are provided only for achievement that surpasses the targets, and decreases are provided for to the extent that such targets are not met. The incentive increases or decreases are applied to performance targets rather than minimum performance requirements.

(c) The two basic categories of incentive contracts are fixed-price incentive contracts (see 16.403) and cost-reimbursement-incentive contracts (see 16.404). Since it is usually to the Government's advantage for the contractor to assume substantial cost responsibility and an appropriate share of the cost risk, fixed-price incentive contracts are preferred when contract costs and performance requirements are reasonably certain. Cost-reimbursement incentive contracts are subject to the overall limitations in 16.301 that apply to all cost-reimbursement contracts.

### 16.402 Application of predetermined, formula-type incentives.

#### 16.402-1 Cost incentives.

(a) Most incentive contracts include only cost incentives, which take the form of a profit or fee adjustment formula and are intended to motivate the contractor to effectively manage costs. No incentive contract may provide for other incentives without also providing a cost incentive (or constraint).

(b) Except for cost-plus-award-fee contracts (see 16.404-2), incentive contracts include a target cost, a target profit or fee, and a profit or fee adjustment formula that (within the constraints of a price ceiling or minimum and maximum fee) provides that—

(1) Actual cost that meets the target will result in the target profit or fee;

(2) Actual cost that exceeds the target will result in downward adjustment of target profit or fee; and

(3) Actual cost that is below the target will result in upward adjustment of target profit or fee.

**16.402-2 Technical performance incentives.**

(a) Technical performance incentives may be considered in connection with specific product characteristics (e.g., a missile range, an aircraft speed, an engine thrust, or a vehicle maneuverability) or other specific elements of the contractor's performance. These incentives should be designed to tailor profit or fee to results achieved by the contractor, compared with specified target goals.

(b) Technical performance incentives may be particularly appropriate in major systems contracts, both in development (when performance objectives are known and the fabrication of prototypes for test and evaluation is required) and in production (if improved performance is attainable and highly desirable to the Government).

(c) Technical performance incentives may involve a variety of specific characteristics that contribute to the overall performance of the end item. Accordingly, the incentives on individual technical characteristics must be balanced so that no one of them is exaggerated to the detriment of the overall performance of the end item.

(d) Performance tests are generally essential in order to determine the degree of attainment of performance targets. Therefore, the contract must be as specific as possible in establishing test criteria such as testing conditions, instrumentation precision, and data interpretation.

(e) Because performance incentives present complex problems in contract administration, the contracting officer should negotiate them in full coordination with Government engineering and pricing specialists.

(f) It is essential that the Government and contractor agree explicitly on the effect that contract changes (e.g., pursuant to the Changes clause) will have on performance incentives.

(g) The contracting officer must exercise care, in establishing performance criteria, to recognize that the contractor should not be rewarded or penalized for attainments of Government-furnished components.

**16.402-3 Delivery incentives.**

(a) Delivery incentives should be considered when improvement from a required delivery schedule is a significant Government objective. It is important to determine the Government's primary objectives in a given contract (e.g., earliest possible delivery or earliest quantity production).

(b) Incentive arrangements on delivery should specify the application of the reward-penalty structure in the event of Government-caused delays or other delays beyond the control, and without the fault or negligence, of the contractor or subcontractor.

**16.402-4 Structuring multiple-incentive contracts.**

A properly structured multiple-incentive arrangement should—

(a) Motivate the contractor to strive for outstanding results in all incentive areas; and

(b) Compel trade-off decisions among the incentive areas, consistent with the Government's overall objectives for the acquisition. Because of the interdependency of the Government's cost, the technical performance, and the delivery goals, a contract that emphasizes only one of the goals may jeopardize control over the others. Because outstanding results may not be attainable for each of the incentive areas, all multiple-incentive contracts must include a cost incentive (or constraint) that operates to preclude rewarding a contractor for superior technical performance or delivery results when the cost of those results outweighs their value to the Government.

**16.403 Fixed-price incentive contracts.**

(a) *Description.* A fixed-price incentive contract is a fixed-price contract that provides for adjusting profit and establishing the final contract price by application of a formula based on the relationship of total final negotiated cost to total target cost. The final price is subject to a price ceiling, negotiated at the outset. The two forms of fixed-price incentive contracts, firm target and successive targets, are further described in 16.403-1 and 16.403-2 below.

(b) *Application.* A fixed-price incentive contract is appropriate when—

(1) A firm-fixed-price contract is not suitable;

(2) The nature of the supplies or services being acquired and other circumstances of the acquisition are such that the contractor's assumption of a degree of cost responsibility will provide a positive profit incentive for effective cost control and performance; and

(3) If the contract also includes incentives on technical performance and/or delivery, the performance requirements provide a reasonable opportunity for the incentives to have a meaningful impact on the contractor's management of the work.

(c) *Limitations.* A fixed-price incentive contract may be used only when a determination and findings has been executed, in accordance with agency procedures, showing that (1) this contract type is likely to be less costly than any other type or (2) it is impractical to obtain supplies or services of the kind or quality required without the use of this contract type (see 10 U.S.C. 2306(c), 2310(b), and 2311 or 41 U.S.C. 254(b), 257(b), and 257(a)).

(d) *Billing prices.* In fixed-price incentive contracts, billing prices are established as an interim basis for payment. These billing prices may be adjusted, within the ceiling limits, upon request of either party to the contract, when it becomes apparent that final negotiated cost will be substantially different from the target cost.

**16.403-1 Fixed-price incentive (firm target) contracts.**

(a) *Description.* A fixed-price incentive (firm target) contract specifies a target cost, a target profit, a price ceiling (but not a profit ceiling or floor), and a profit adjustment formula. These elements are all negotiated at the outset. The price ceiling is the maximum that may be paid to the contractor, except for any adjustment under other contract clauses. When the contractor completes performance, the parties negotiate the final cost, and the final price is established by applying the formula. When the final cost is less than the target cost, application of the formula results in a final profit greater than the target profit; conversely, when final cost is more than target cost, application of the formula results in a final profit less than the target profit, or even a net loss. If the final negotiated cost exceeds the price ceiling, the contractor absorbs the difference as a loss. Because the profit varies inversely with the cost, this contract type provides a positive, calculable profit incentive for the contractor to control costs.

(b) *Application.* A fixed-price incentive (firm target) contract is appropriate when the parties can negotiate at the outset a firm target cost, target profit, and profit adjustment formula that will provide a fair and reasonable incentive and a ceiling that provides for the contractor to assume an appropriate share of the risk. When the contractor assumes a considerable or major share of the cost responsibility under the adjustment formula, the target profit should reflect this responsibility.

(c) *Limitations.* This contract type may be used only when—

(1) The contractor's accounting system is adequate for providing data to support negotiation of final cost and incentive price revision;

(2) Adequate cost or pricing information for establishing reasonable firm targets is available at the time of initial contract negotiation; and

(3) The determination and findings required by 16.403(c) has been signed.

(d) *Contract Schedule.* The contracting officer shall specify in the contract Schedule the target cost, target profit, and target price for each item subject to incentive price revision.

**16.403-2 Fixed-price incentive (successive targets) contracts.**

(a) *Description.* (1) A fixed-price incentive (successive targets) contract specifies the following elements, all of which are negotiated at the outset:

(i) An initial target cost.

(ii) An initial target profit.

(iii) An initial profit adjustment formula to be used for establishing the firm target profit, including a ceiling and floor for the firm target profit. (This formula normally provides for a lesser degree of contractor cost responsibility than would a formula for establishing final profit and price.)

(iv) The production point at which the firm target cost and firm target profit will be negotiated (usually before delivery or shop completion of the first item).

(v) A ceiling price that is the maximum that may be paid to the contractor, except for any adjustment under other contract clauses providing for equitable adjustment or other revision of the contract price under stated circumstances.

(2) When the production point specified in the contract is reached, the parties negotiate the firm target cost, giving consideration to cost experience under the contract and other pertinent factors. The firm target profit is established by the formula. At this point, the parties have two alternatives, as follows:

(i) They may negotiate a firm fixed price, using the firm target cost plus the firm target profit as a guide.

(ii) If negotiation of a firm fixed price is inappropriate, they may negotiate a formula for establishing the final price using the firm target cost and firm target profit. The final cost is then negotiated at completion, and the final profit is established by formula, as under the fixed-price incentive (firm target) contract (see 16.403-1 above).

(b) *Application.* A fixed-price incentive (successive targets) contract is appropriate when—

(1) Available cost or pricing information is not sufficient to permit the negotiation of a realistic firm target cost and profit before award;

(2) Sufficient information is available to permit negotiation of initial targets; and

(3) There is reasonable assurance that additional reliable information will be available at an early point in the contract performance so as to permit negotiation of either (i) a firm fixed price or (ii) firm targets and a formula for establishing final profit and price that will provide a fair and reasonable incentive. This additional information is not limited to experience under the contract, itself, but may be drawn from other contracts for the same or similar items.

(c) *Limitations.* This contract type may be used only when—

(1) The contractor's accounting system is adequate for providing data for negotiating firm targets and a realistic profit adjustment formula, as well as later negotiation of final costs;

(2) Cost or pricing information adequate for establishing a reasonable firm target cost is reasonably expected to be available at an early point in contract performance; and

(3) The determination and findings required by 16.403(c) has been signed.

(d) *Contract Schedule.* The contracting officer shall specify in the contract Schedule the initial target cost,

initial target profit, and initial target price for each item subject to incentive price revision.

#### 16.404 Cost-reimbursement incentive contracts.

See 16.301 for requirements applicable to all cost-reimbursement contracts, for use in conjunction with the following subsections.

##### 16.404-1 Cost-plus-incentive-fee contracts.

(a) *Description.* The cost-plus-incentive-fee contract is a cost-reimbursement contract that provides for the initially negotiated fee to be adjusted later by a formula based on the relationship of total allowable costs to total target costs. This contract type specifies a target cost, a target fee, minimum and maximum fees, and a fee adjustment formula. After contract performance, the fee payable to the contractor is determined in accordance with the formula. The formula provides, within limits, for increases in fee above target fee when total allowable costs are less than target costs, and decreases in fee below target fee when total allowable costs exceed target costs. This increase or decrease is intended to provide an incentive for the contractor to manage the contract effectively. When total allowable cost is greater than or less than the range of costs within which the fee-adjustment formula operates, the contractor is paid total allowable costs, plus the minimum or maximum fee.

(b) *Application.* (1) A cost-plus-incentive-fee contract is appropriate for development and test programs when (i) a cost-reimbursement contract is necessary (see 16.301-2) and (ii) a target cost and a fee adjustment formula can be negotiated that are likely to motivate the contractor to manage effectively.

(2) The contract may include technical performance incentives when it is highly probable that the required development of a major system is feasible and the Government has established its performance objectives, at least in general terms. This approach may also apply to other development programs, if the use of both cost and technical performance incentives is desirable and administratively practical.

(3) The fee adjustment formula should provide an incentive that will be effective over the full range of reasonably foreseeable variations from target cost. If a high maximum fee is negotiated, the contract shall also provide for a low minimum fee that may be a zero fee or, in rare cases, a negative fee.

(c) *Limitations.* No cost-plus-incentive-fee contract shall be awarded unless all limitations in 16.301-3 are complied with.

##### 16.404-2 Cost-plus-award-fee contracts.

(a) *Description.* A cost-plus-award-fee contract is a cost-reimbursement contract that provides for a fee consisting of (1) a base amount fixed at inception of the contract and (2) an award amount that the contractor may earn in whole or in part during performance and that is sufficient to provide motivation for excellence in such areas as quality, timeliness, technical ingenuity,

and cost-effective management. The amount of the award fee to be paid is determined by the Government's judgmental evaluation of the contractor's performance in terms of the criteria stated in the contract. This determination is made unilaterally by the Government and is not subject to the Disputes clause.

(b) *Application.* (1) The cost-plus-award-fee contract is suitable for use when—

(i) The work to be performed is such that it is neither feasible nor effective to devise predetermined objective incentive targets applicable to cost, technical performance, or schedule;

(ii) The likelihood of meeting acquisition objectives will be enhanced by using a contract that effectively motivates the contractor toward exceptional performance and provides the Government with the flexibility to evaluate both actual performance and the conditions under which it was achieved; and

(iii) Any additional administrative effort and cost required to monitor and evaluate performance are justified by the expected benefits.

(2) The number of evaluation criteria and the requirements they represent will differ widely among contracts. The criteria and rating plan should motivate the contractor to improve performance in the areas rated, but not at the expense of at least minimum acceptable performance in all other areas.

(3) Cost-plus-award-fee contracts shall provide for evaluation at stated intervals during performance, so that the contractor will periodically be informed of the quality of its performance and the areas in which improvement is expected. Partial payment of fee shall generally correspond to the evaluation periods. This makes effective the incentive which the award fee can create by inducing the contractor to improve poor performance or to continue good performance.

(c) *Limitations.* No cost-plus-award-fee contract shall be awarded unless—

(1) All of the limitations in 16.301-3 are complied with;

(2) The maximum fee payable (i.e., the base fee plus the highest potential award fee) complies with the limitations in 16.301-3; and

(3) The contract amount, performance period, and expected benefits are sufficient to warrant the additional administrative effort and cost involved.

##### 16.405 Contract clauses.

(a) The contracting officer shall insert the clause at 52.216-16, Incentive Price Revision—Firm Target, in solicitations and contracts when a fixed-price incentive (firm target) contract is contemplated. If the contract calls for supplies or services to be ordered under a provisioning document or Government option and the prices are to be subject to the incentive price revision under the clause, the contracting officer shall use the clause with its Alternate I.

(b) The contracting officer shall insert the clause at 52.216-17, *Incentive Price Revision—Successive Targets*, in solicitations and contracts when a fixed-price incentive (successive targets) contract is contemplated. If the contract calls for supplies or services to be ordered under a provisioning document or Government option and the prices are to be subject to incentive price revision under the clause, the contracting officer shall use the clause with its Alternate I.

(c) The clause at 52.216-7, *Allowable Cost and Payment*, is prescribed in 16.307(a) for insertion in solicitations and contracts when a cost-plus-incentive-fee contract or a cost-plus-award-fee contract is contemplated.

(d) The clause at 52.216-10, *Incentive Fee*, is prescribed in 16.307(d) for insertion in solicitations and contracts when a cost-plus-incentive-fee contract is contemplated.

(e) The contracting officer shall insert an appropriate award fee clause in solicitations and contracts when a cost-plus-award-fee contract is contemplated, provided that the clause—

- (1) Is prescribed by or approved under agency acquisition regulations;
- (2) Is compatible with the clause at 52.216-7, *Allowable Cost and Payment*; and
- (3) Expressly excludes from the operation of the *Disputes* clause any disagreement by the contractor concerning the amount of the award fee.

#### SUBPART 16.5—INDEFINITE-DELIVERY CONTRACTS

##### 16.501 General.

(a) There are three types of indefinite-delivery contracts—definite-quantity contracts, requirements contracts, and indefinite-quantity contracts. The appropriate type of indefinite-delivery contract may be used when the exact times and/or quantities of future deliveries are not known at the time of contract award.

(b) The various types of indefinite-delivery contracts offer the following advantages:

- (1) All three types permit (i) Government stocks to be maintained at minimum levels and (ii) direct shipment to users.
  - (2) Indefinite-quantity contracts and requirements contracts also permit (i) flexibility in both quantities and delivery scheduling and (ii) ordering of supplies or services after requirements materialize.
  - (3) Indefinite-quantity contracts limit the Government's obligation to the minimum quantity specified in the contract.
  - (4) Requirements contracts may permit faster deliveries when production lead time is involved, because contractors are usually willing to maintain limited stocks when the Government will obtain all of its actual purchase requirements from the contractor.
- (c) Indefinite-delivery contracts may provide for firm fixed prices (see 16.202), fixed prices with economic

price adjustment (see 16.203), fixed prices with prospective redetermination (see 16.205), or prices based on catalog or market prices (see 15.804-3(c)). When prices are based on catalog or market prices, the price to be paid may be determined by establishing an adjustment factor and applying it to the price in industrywide pricing guides or manufacturers' price catalogs. Normally, the adjustment factor will be a fixed percentage discount to be applied to the price in effect on the date of each order. When fast payment procedures are included in indefinite-delivery contracts, the contracting officer shall include in the contract the special data required by 13.303(b).

##### 16.502 Definite-quantity contracts.

(a) *Description.* A definite-quantity contract provides for delivery of a definite quantity of specific supplies or services for a fixed period, with deliveries to be scheduled at designated locations upon order.

(b) *Application.* A definite-quantity contract may be used when it can be determined in advance that (1) a definite quantity of supplies or services will be required during the contract period and (2) the supplies or services are regularly available or will be available after a short lead time.

##### 16.503 Requirements contracts.

(a) *Description.* A requirements contract provides for filling all actual purchase requirements of designated Government activities for specific supplies or services during a specified contract period, with deliveries to be scheduled by placing orders with the contractor.

(1) For the information of offerors and contractors, the contracting officer shall state a realistic estimated total quantity in the solicitation and resulting contract. This estimate is not a representation to an offeror or contractor that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable or normal. The contracting officer may obtain the estimate from records of previous requirements and consumption, or by other means, and should base the estimate on the most current information available.

(2) The contract shall state, if feasible, the maximum limit of the contractor's obligation to deliver and the Government's obligation to order. The contract may also specify maximum or minimum quantities that the Government may order under each individual order and the maximum that it may order during a specified period of time.

(b) *Application.* A requirements contract may be used when the Government anticipates recurring requirements but cannot predetermine the precise quantities of supplies or services that designated Government activities will need during a definite period. Generally, a requirements contract is appropriate for items or services that are commercial products or commercial-type products (see 11.001). Funds are obligated by each delivery order, not by the contract itself.

(c) *Government property furnished for repair.* When a requirements contract is used to acquire work (e.g., repair, modification, or overhaul) on existing items of Government property, the contracting officer shall specify in the Schedule that failure of the Government to furnish such items in the amounts or quantities described in the Schedule as "estimated" or "maximum" will not entitle the contractor to any equitable adjustment in price under the Government Property clause of the contract.

#### 16.504 Indefinite-quantity contracts.

(a) *Description.* An indefinite-quantity contract provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor.

(1) The contract shall require the Government to order and the contractor to furnish at least a stated minimum quantity of supplies or services and, if and as ordered, the contractor to furnish any additional quantities, not to exceed a stated maximum. The contracting officer may obtain the basis for the maximum from records of previous requirements and consumption, or by other means, but the maximum quantity should be realistic and based on the most current information available.

(2) To ensure that the contract is binding, the minimum quantity must be more than a nominal quantity, but it should not exceed the amount that the Government is fairly certain to order.

(3) The contract may also specify maximum or minimum quantities that the Government may order under each delivery order and the maximum that it may order during a specific period of time.

(b) *Application.* An indefinite-quantity contract may be used when (1) the Government cannot predetermine, above a specified minimum, the precise quantities of supplies or services that will be required during the contract period and (2) it is inadvisable for the Government to commit itself for more than a minimum quantity. An indefinite-quantity contract should be used only for items or services that are commercial products or commercial-type products (see 11.001) and when a recurring need is anticipated. Funds for other than the stated minimum quantity are obligated by each delivery order, not by the contract itself.

#### 16.505 Contract clauses.

(a) The contracting officer shall insert the clause at 52.216-18, Ordering, in solicitations and contracts when a definite-quantity contract, a requirements contract, or an indefinite-quantity contract is contemplated.

(b) The contracting officer shall insert a clause substantially the same as the clause at 52.216-19, Delivery-Order Limitations, in solicitations and contracts when a definite-quantity contract, a requirements contract, or an indefinite-quantity contract is contemplated.

(c) The contracting officer shall insert the clause at 52.216-20, Definite Quantity, in solicitations and contracts when a definite-quantity contract is contemplated.

(d) (1) The contracting officer shall insert the clause at 52.216-21, Requirements, in solicitations and contracts when a requirements contract is contemplated.

(2) If the contract is for nonpersonal services and related supplies and covers estimated requirements that exceed a specific Government activity's internal capability to produce or perform, the contracting officer shall use the clause with its Alternate I.

(3) If the contract includes subsistence for both Government use and resale in the same Schedule, and similar products may be acquired on a brand-name basis, the contracting officer shall use the clause with its Alternate II (but see subparagraph (5) below).

(4) If the contract involves a partial small business or labor surplus area set-aside, the contracting officer shall use the clause with its Alternate III (but see subparagraph (5) below).

(5) If the contract (i) includes subsistence for both Government use and resale in the same Schedule and similar products may be acquired on a brand-name basis and (ii) involves a partial small business or labor surplus area set-aside, the contracting officer shall use the clause with its Alternate IV.

(e) The contracting officer shall insert the clause at 52.216-22, Indefinite Quantity, in solicitations and contracts when an indefinite-quantity contract is contemplated.

#### 16.506 Ordering.

(a) The contracting officer shall include in the Schedule of indefinite-delivery contracts the names of the activity or activities authorized to issue orders under indefinite-delivery contracts.

(b) If appropriate, authorization for placing oral orders may be included in the contract Schedule; provided, that procedures have been established for obligating funds and that oral orders are confirmed in writing.

(c) Orders may be placed by written telecommunication, if provided for in the contract Schedule.

(d) Orders placed under indefinite-delivery contracts shall contain the following information:

- (1) Date of order.
- (2) Contract number and order number.
- (3) Item number and description, quantity, and unit price.
- (4) Delivery or performance date.
- (5) Place of delivery or performance (including consignee).
- (6) Packaging, packing, and shipping instructions, if any.
- (7) Accounting and appropriation data.
- (8) Any other pertinent information.

**SUBPART 16.6—TIME-AND-MATERIALS, LABOR-HOUR, AND LETTER CONTRACTS****16.601 Time-and-materials contracts.**

(a) *Description.* A time-and-materials contract provides for acquiring supplies or services on the basis of (1) direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit and (2) materials at cost, including, if appropriate, material handling costs as part of material costs.

(b) *Application.* A time-and-materials contract may be used only when it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence.

(1) *Government surveillance.* A time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, appropriate Government surveillance of contractor performance is required to give reasonable assurance that efficient methods and effective cost controls are being used.

(2) *Material handling costs.* When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures consistent with Part 31.

(3) *Optional method of pricing material.* When the nature of the work to be performed requires the contractor to furnish material that it regularly sells to the general public in the normal course of its business, the contract may provide for charging material on a basis other than at cost if—

(i) The total estimated contract price does not exceed \$25,000 or the estimated price of material so charged does not exceed 20 percent of the estimated contract price;

(ii) The material to be so charged is identified in the contract;

(iii) No element of profit on material so charged is included as profit in the fixed hourly labor rates; and

(iv) The contract provides (A) that the price to be paid for such material shall be based on an established catalog or list price in effect when material is furnished, less all applicable discounts to the Government, and (B) that in no event shall the price exceed the contractor's sales price to its most-favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) *Limitations.* A time-and-materials contract may be used (1) only after the contracting officer executes a determination and findings that no other contract type is suitable and (2) only if the contract includes a ceiling

price that the contractor exceeds at its own risk. The contracting officer shall document the contract file to justify the reasons for and amount of any subsequent change in the ceiling price.

**16.602 Labor-hour contracts.**

*Description.* A labor-hour contract is a variation of the time-and-materials contract, differing only in that materials are not supplied by the contractor. See 16.601(b) and 16.601(c) for application and limitations, respectively.

**16.603 Letter contracts.****16.603-1 Description.**

A letter contract is a written preliminary contractual instrument that authorizes the contractor to begin immediately manufacturing supplies or performing services.

**16.603-2 Application.**

(a) A letter contract may be used when (1) the Government's interests demand that the contractor be given a binding commitment so that work can start immediately and (2) negotiating a definitive contract is not possible in sufficient time to meet the requirement. However, a letter contract should be as complete and definite as feasible under the circumstances.

(b) When a letter contract award is based on price competition, the contracting officer shall include an overall price ceiling in the letter contract.

(c) Each letter contract shall, as required by the clause at 52.216-25, Contract Definitization, contain a negotiated definitization schedule including (1) dates for submission of the contractor's price proposal, required cost or pricing data, and, if required, make-or-buy and subcontracting plans, (2) a date for the start of negotiations, and (3) a target date for definitization, which shall be the earliest practicable date for definitization. The schedule will provide for definitization of the contract within 180 days after the date of the letter contract or before completion of 40 percent of the work to be performed, whichever occurs first. However, the contracting officer may, in extreme cases and according to agency procedures, authorize an additional period. If, after exhausting all reasonable efforts, the contracting officer and the contractor cannot negotiate a definitive contract because of failure to reach agreement as to price or fee, the clause at 52.216-25 requires the contractor to proceed with the work and provides that the contracting officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.8 and Part 31, subject to appeal as provided in the Disputes clause.

(d) The maximum liability of the Government inserted in the clause at 52.216-24, Limitation of Government Liability, shall be the estimated amount necessary to cover the contractor's requirements for funds before definitization. However, it shall not exceed 50 percent

of the estimated cost of the definitive contract unless approved in advance by the official that authorized the letter contract.

(e) The contracting officer shall assign a priority rating to the letter contract if it is appropriate under 12.304.

#### 16.603-3 Limitations.

A letter contract may be used only after the head of the contracting activity or a designee executes a determination and findings that no other contract is suitable. Letter contracts shall not—

(a) Commit the Government to a definitive contract in excess of the funds available at the time the letter contract is executed;

(b) Be entered into without competition when competition is practicable; or

(c) Be amended to satisfy a new requirement unless that requirement is inseparable from the existing letter contract. Any such amendment is subject to the same requirements and limitations as a new letter contract.

#### 16.603-4 Contract clauses.

(a) The contracting officer shall include in each letter contract the clauses required by this regulation for the type of definitive contract contemplated and any additional clauses known to be appropriate for it.

(b) In addition, the contracting officer shall insert the following clauses in solicitations and contracts when a letter contract is contemplated:

(1) The clause at 52.216-23, Execution and Commencement of Work, except that this clause may be omitted from letter contracts awarded on SF 26;

(2) The clause at 52.216-24, Limitation of Government Liability, with dollar amounts completed in a manner consistent with 16.603-2(d); and

(3) The clause at 52.216-25, Contract Definitization, with its paragraph (b) completed in a manner consistent with 16.603-2(c). If the letter contract is being awarded on the basis of price competition, the contracting officer shall use the clause with its Alternate I.

(c) The contracting officer shall also insert the clause at 52.216-26, Payments of Allowable Costs Before Definitization, in solicitations and contracts if a cost-reimbursement definitive contract is contemplated, unless the acquisition involves conversion, alteration, or repair of ships.

### SUBPART 16.7—AGREEMENTS

#### 16.701 Scope.

This subpart prescribes policies and procedures for establishing and using basic agreements and basic ordering agreements. (See Subpart 13.2 for blanket purchase agreements (BPA's) and see 35.015(b) for additional coverage of basic agreements with educational institutions and nonprofit organizations.)

#### 16.702 Basic agreements.

(a) *Description.* A basic agreement is a written instrument of understanding, negotiated between an agency or contracting activity and a contractor, that (1) contains contract clauses applying to future contracts between the parties during its term and (2) contemplates separate future contracts that will incorporate by reference or attachment the required and applicable clauses agreed upon in the basic agreement. A basic agreement is not a contract.

(b) *Application.* A basic agreement should be used when a substantial number of separate contracts may be awarded to a contractor during a particular period and significant recurring negotiating problems have been experienced with the contractor. Basic agreements may be used with negotiated fixed-price or cost-reimbursement contracts.

(1) Basic agreements shall contain (i) clauses required for negotiated contracts by statute, executive order, and this regulation and (ii) other clauses prescribed in this regulation or agency acquisition regulations that the parties agree to include in each contract as applicable.

(2) Each basic agreement shall provide for discontinuing its future applicability upon 30 days' written notice by either party.

(3) Each basic agreement shall be reviewed annually before the anniversary of its effective date and revised as necessary to conform to the requirements of this regulation. Basic agreements may need to be revised before the annual review due to mandatory statutory requirements. A basic agreement may be changed only by modifying the agreement itself and not by a contract incorporating the agreement.

(4) Discontinuing or modifying a basic agreement shall not affect any prior contract incorporating the basic agreement.

(5) Contracting officers of one agency should obtain and use existing basic agreements of another agency to the maximum practical extent.

(c) *Limitations.* A basic agreement shall not—

(1) Cite appropriations or obligate funds;

(2) State or imply any agreement by the Government to place future contracts or orders with the contractor; or

(3) Be used in any manner to restrict competition.

(d) *Contracts incorporating basic agreements.* (1) Each contract incorporating a basic agreement shall include a scope of work and price, delivery, and other appropriate terms that apply to the particular contract. The basic agreement shall be incorporated into the contract by specific reference (including reference to each amendment) or by attachment.

(2) The contracting officer shall include clauses pertaining to subjects not covered by the basic agreement, but applicable to the contract being negotiated,

in the same manner as if there were no basic agreement.

(3) If an existing contract is modified to affect new acquisition, the modification shall incorporate the most recent basic agreement, which shall apply only to work added by the modification, except that this action is not mandatory if the contract or modification includes all classes required by statute, executive order, and this regulation as of the date of the modification. However, if it is in the Government's interest and the contractor agrees, the modification may incorporate the most recent basic agreement for application to the entire contract as of the date of the modification.

#### 16.703 Basic ordering agreements.

(a) *Description.* A basic ordering agreement is a written instrument of understanding, negotiated between an agency, contracting activity, or contracting office and a contractor, that contains (1) terms and clauses applying to future contracts (orders) between the parties during its term, (2) a description, as specific as practicable, of supplies or services to be provided, and (3) methods for pricing, issuing, and delivering future orders under the basic ordering agreement. A basic ordering agreement is not a contract.

(b) *Application.* A basic ordering agreement may be used to expedite contracting for uncertain requirements for supplies or services when specific items, quantities, and prices are not known at the time the agreement is executed, but a substantial number of requirements for the type of supplies or services covered by the agreement are anticipated to be purchased from the contractor. Under proper circumstances, the use of these procedures can result in economies in ordering parts for equipment support by reducing administrative lead-time, inventory investment, and inventory obsolescence due to design changes.

(c) *Limitations.* A basic ordering agreement shall not state or imply any agreement by the Government to place future contracts or orders with the contractor or be used in any manner to restrict competition.

(1) Each basic ordering agreement shall—

(i) Describe the method for determining prices to be paid to the contractor for the supplies or services;

(ii) Include delivery terms and conditions or specify how they will be determined;

(iii) List one or more Government activities authorized to issue orders under the agreement;

(iv) Specify the point at which each order becomes a binding contract (e.g., issuance of the order, acceptance of the order in a specified manner, or failure to reject the order within a specified number of days);

(v) Provide that failure to reach agreement on price for any order issued before its price is established (see paragraph (d)(3) below) is a dispute

under the Disputes clause included in the basic ordering agreement; and

(vi) If fast payment procedures will apply to orders, include the special data required by 13.303(b).

(2) If a basic ordering agreement is to be restricted to acquiring specific supplies or services available from only one source, the contracting officer, before issuing the basic ordering agreement, shall—

(i) Sign, and obtain any required approvals of, a determination and findings that competition is impracticable for all orders that may be issued;

(ii) Synopsize the prospective basic ordering agreement; and

(iii) If a contract administration office is authorized to issue orders (see 42.202(c)), provide to the administrative contracting officer evidence of the synopsis and a copy of the determination and findings and appropriate approvals.

(3) Each basic ordering agreement shall be reviewed annually before the anniversary of its effective date and revised as necessary to conform to the requirements of this regulation. Basic ordering agreements may need to be revised before the annual review due to mandatory statutory requirements. A basic ordering agreement shall be changed only by modifying the agreement itself and not by individual orders issued under it. Modifying a basic ordering agreement shall not retroactively affect orders previously issued under it.

(d) *Orders.* A contracting officer representing any Government activity listed in a basic ordering agreement may issue orders for required supplies or services covered by that agreement.

(1) Before issuing an order under a basic ordering agreement, the contracting officer shall—

(i) Obtain competition or determine that it is impracticable to obtain competition;

(ii) If the order is being placed after competition, ensure that use of the basic ordering agreement is not prejudicial to other offerors; and

(iii) Obtain any applicable reviews or approvals, sign or obtain any required determination and findings, and comply with other requirements, as if the order were a contract awarded independently of a basic ordering agreement.

(2) Contracting officers shall—

(i) Issue orders under basic ordering agreements on Optional Form (OF) 347, Order for Supplies or Services, or on any other appropriate contractual instrument;

(ii) Incorporate by reference the provisions of the basic ordering agreement; and

(iii) Cite the applicable negotiation authority in each order.

(3) The contracting officer shall neither make any final commitment nor authorize the contractor to

begin work on an order under a basic ordering agreement until prices have been established, unless the order establishes a ceiling price limiting the Government's obligation and either—

(i) The basic ordering agreement provides adequate procedures for timely pricing of the order early in its performance period; or

(ii) The need for the supplies or services is compelling and unusually urgent (i.e., when the Government would be seriously injured, financially or otherwise, if the requirement is not met sooner than would be possible if prices were established before the work began). The contracting officer shall proceed with pricing as soon as practical. In no event shall an entire order be priced retroactively.

Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

*Board of Public Work*



LETTER OF TRANSMITTAL

1/30

TO: Street Naming Committee	DATE: 1/29/85 BPW #:
George Pernsteiner, Director, DAS	RE: Full Subdivision
Eugene V. Avery, Director of Engineering	5309 S. Wallace St.
Kenneth M. Lowthian, Supt. of Water	
ATTN:	

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your approval
- For your files
- For your signature
- Per your request
- For your investigation
- For your action
- For your report and recommendation
- Please return
- For review and comment

ACTION REQUESTED BY: \_\_\_\_\_

REMARKS I have asked Corny Smith to conduct the review requested by DCLU for the above-referenced subdivision. I have forwarded the plat copy and related materials to Corny. There is no direct involvement required by the Committee at this time, but there may be in the future.

COPIES TO:  
Corny Smith, Engineering

*3 C. x att*

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JDO		
WKV		

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
Barbara K. Taber  
Executive Secretary

85 JAN 30 4 01: 59

SEATTLE ENG. DEPT.

13652

FEB 19 1985

LAND USE REFERRALS

RECEIVED

JAN 25 1985

EXECUTIVE SECRETARY  
BOARD OF PUBLIC WORKS

- Shoreline Permit
- Street Use

Type Of Approval(s) Requested:

- Rezone
- Full Subdivision

- PUD
- Short Plat/LBA

ENVIRONMENTAL REVIEW REQUIRED?  Yes  No

Other: \_\_\_\_\_

Please review the attached application and send your response to DCLU, Land Use Review Section, within fourteen (14) days from the date referred.

TO: AGENCIES REFERRED

For Department Use Only  
Response Received:

Rezone	Full Subdivision PUD	Short Plat/LBA	Shoreline Permit	Street Use	AGENCIES REFERRED	For Department Use Only Response Received:
					<input type="radio"/> Engineering Department (01-09-01)	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="radio"/> Environmental Section	
<input checked="" type="checkbox"/>					<input type="radio"/> Office of Planning	
		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="radio"/> Street Use Division	
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="radio"/> Fire (04-44-04)	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="radio"/> Water (99-11-01)	
					<input type="radio"/> City Light (05-00-01)	
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="radio"/> Property Management	
			<input checked="" type="checkbox"/>		<input type="radio"/> Environmental Affairs	
	<input checked="" type="checkbox"/>				<input checked="" type="radio"/> Board of Public Works (09-04-03)	
	<input checked="" type="checkbox"/>				<input checked="" type="radio"/> Parks and Recreation (01-02-10)	
	<input checked="" type="checkbox"/>				<input checked="" type="radio"/> Health (09-07-01)	
	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="radio"/> Metro (99-01-01) - Environ. Planning	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<input checked="" type="radio"/> City Clerk (01-01-01)	

MUP or Council Application # 8500235

Date Referred: 1-24-85

COMMENTS:

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

SEATTLE ENG. DEPT.

*Board of Public Works*  
85 JAN 29 11:37



1/29  
January 28, 1985

Re: Washington State Contractors Referral Services, Inc.  
Bid Advertisements

Mr. Ernest S. Walker, President  
Washington State Contractors Referral Services, Inc.  
902 N.E. 65th Street, Suite 304  
Seattle, Washington 98115

Dear Mr. Walker:

The Board of Public Works in regular session January 25, 1985 approved your request to place bid advertisements for public works improvement projects with Washington State Contractor's Referral Services, Inc.

I will send you copies of the Invitation to Bid requests as I receive them from the Departments of Water, Administrative Services, Parks & Recreation, City Light, Engineering and Seattle Center. The advertising copy you receive will be the same as that forwarded to the Daily Journal of Commerce. It is the Board's understanding that there is no charge to the City for this service.

Please contact me at 625-2266 if I can be of further assistance.

Sincerely,

BOARD OF PUBLIC WORKS

Barbara K. Taber  
Executive Secretary

*Ec*

ROUTING	DATE	INITIAL
ACTION		
FILE		
INFORMATION		
EVA		
JDD/KTS		
REN/DJH		

BKT:wc

cc: Ernie Ferrero, Parks & Recreation  
Doug Howell, Engineering  
John Hansen, City Light  
Jim Olson, Water Dept.  
Bob Snyder, D.A.S.  
Bette Robbins, Seattle Center

FEB 15 1985

19618

Board of  
Public Works

# Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

SEATTLE ENG. DEPT.



85 JAN 29 P12: 56

## LETTER OF TRANSMITTAL

1/29

<b>TO:</b> Marlaina Kiner	<b>DATE:</b> 1/25/85 <b>BPW #:</b>
Director, Human Rights Department	<b>RE:</b> Board of Public Works WMBE
	Report for December 1984
<b>ATTN:</b> Randy Gainer	

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return
- \_\_\_\_\_

- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

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att

ROUTING	DATE	INITIAL
ACTION		
FILE		✓
INFORMATION		
EVA		
JDO/KTS		
REN/LFC		
		DJH

ACTION REQUESTED BY: \_\_\_\_\_

FEB 15 1985

REMARKS All construction contracts were awarded by competitive bid. All consultant contracts were awarded based upon negotiation. None of the contractors awarded contracts were non-profit firms.

COPIES TO:  
Board of Public Works Members  
Office for Women's Rights

BOARD OF PUBLIC WORKS

*Barbara K. Taber*  
 Barbara K. Taber  
 Executive Secretary

19603

BOARD OF PUBLIC WORKS MBE REPORT - CONSTRUCTION CONTRACTS

DECEMBER 1984

BPM NO	FUNDING SOURCE	NAME OF CONTRACTOR	MBE, MBE, OR MBE	NAME OF PROJECT	DATE OF AWARD OR SUB APPROVAL	AMOUNT OF PRIME CONTRACT	NAME OF MBE SUBCONTRACTORS	MBE, MBE, OR MBE	CONTRACT TYPE (Sub=1; Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF MBE PARTICIPATION
84-72	Light	Gencon Construction Co.		Power Control Center Addition at Warren	12/07/84	777000.00	Phoenix Painting	MBE	1 Painting	10462.00
84-72						0.00	Seatac Interiors	MBE	1 Stucco, Venner	40000.00
84-72						0.00	Lioness Landscaping	MBE	1 Landscaping	7666.00
84-72						0.00	Wright, Inc.	MBE	1 Electrical	111726.00
84-70	SCBF	Barry J. Lamb		Center House/Children's Facility	12/07/84	400744.00	Holland Fabricating Circle Electric	MBE	2 Supplier 1 Electrical	21536.00 85000.00
84-70						0.00	Puget Sound Const/Consul	MBE	1 Metal Studs	63450.00
84-67	EPA/SIF	Massart Co.		Lake Wash. Madrona/Madison, Contract 1	12/14/85	189566.50	Toro Construction KAC	MBE	1 Glass and Glazing 1 Sewer Pipe	32722.00 6000.00
84-67						0.00	Elite Contract Services	MBE	1 Sewer Installation	30000.00
84-81	Emergency	M.C. Levine Plumbing		Arboretum Maintenance Facility	12/14/84	149500.00	K & H West Painting	MBE	1 Curb, Pavement 1 Painting	5000.00 5416.00
84-81						0.00	T.Z. Construction	MBE	1 Concrete	22500.00
84-66	EPA/SIF	Felton Construction Co.		Lake Wash. So. Pritchard/Seward CS0 #3	12/14/84	214241.00	J. Small, Inc. K & H Const.	MBE	1 Manhole Const. 1 Curb, Sidewalk	7000.00 8400.00
84-66						0.00	Daley's Dump Truck	MBE	1 Hauling	24000.00
84-20	EPA/SIF	Felton Construction Co.		Lake Wash. Pritchard/Seward CS0 #1	12/14/84	639818.00	Phoenix Painting Wespac Const., Inc.	MBE	1 Painting 1 Precast Sidewalk	68200.00 47000.00
84-20						0.00	B.A. Zuluaga	MBE	1 Concrete, Curb	120968.25
84-20						0.00	Kaspac	MBE	1 Striping	8590.80
84-20						0.00	JAS Electric	MBE	1 Electrical	153328.25
84-20						0.00	R.E. Smith, Inc.	MBE	1 Rebar	229175.00
84-68	EPA/SIF	Felton Construction Co.		Lake Wash So. Pritchard/Seward CS0, #2	12/14/84	638090.00	Eagle Const. J. Small, Inc.	MBE	1 Refurbish Bearings 1 Manhole Const.	83087.00 20000.00
84-68						0.00	K & H Construction	MBE	1 Concrete	40000.00
84-62	ADF	Gary Merlino Const. Co.		Sand Point Way Northeast - Medians	12/14/84	807624.40	Daley's Dump Truck Kenmore Ready Mix	MBE	1 Hauling 2 Supplier	80000.00 33000.00
84-62						0.00	Hot Mix Pavers	MBE	1 Asphalt	6000.00
84-62						0.00	Kaspac Corp.	MBE	1 Striping	16019.30
84-62						0.00	T. Yorozu Gardening	MBE	1 Landscape	145797.00

BOARD OF PUBLIC WORKS MBE REPORT - CONSTRUCTION CONTRACTS

DECEMBER 1984

BPM NO	FUNDING SOURCE	NAME OF CONTRACTOR	MBE, MBE, OR WMBE	NAME OF PROJECT	DATE OF AWARD OR SUB APPROVAL	AMOUNT OF PRIME CONTRACT	NAME OF MBE SUBCONTRACTORS	MBE, MBE, OR WMBE	CONTRACT TYPE (Sub=1; Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF MBE PARTICIPATION
84-78	SIF	Felton Construction Co.		3rd Avenue Northwest Sewer Rehab.	12/14/84	48651.88	J. Small, Inc.	MBE	1 Side SVC Instal.	1000.00
84-78						0.00	Daley's Dump Truck	MBE	1 Hauling	5000.00
84-79	Water	Gary Merlinno Const. Co.		16th Ave. SW; 28th Ave. So. Water Mains	12/14/84	81150.00	D.R. Craig Const. Co.	MBE	1 Landscape	2450.00
84-79						0.00	D. Leonard & Sons	MBE	1 Trucking	3200.00
84-80	Light	Queen City Sheet Metal		Roof Maintenance Program - 1985	12/21/84	37544.60	Hot Mix Pavers	MBE	1 Asphalt Paving	9000.00
84-77	LID/CDBG	Klokstad Const. Co.		Alley Block 7, Sunrise Heights LID	12/21/84	79526.00	NO MBE SUBS	MBE	1 Trucking	0.00
84-77						0.00	Able/ Sunshine Trucking	MBE	1 Concrete Paving	2500.00
84-33	Sub Apprvl	Frank Coluccio Const.		SR 90 Street & Utility Contract #3	12/21/84	0.00	T. Yorozu Gardening	MBE	1 Landscaping	11564.00
84-16	Sub Apprvl	Valley Cement Const.		South Dearborn, et al by Paving, etc.	12/21/84	0.00	R.E. Smith Co.	MBE	1 Reinforcing Steel	897.00
						0.00	Kaspac Corp.	MBE	1 Striping	7000.00
										574.50

\*\*\* FINAL TOTALS \*\*\*

4063456.38

1575229.10

BOARD OF PUBLIC WORKS MBE REPORT - CONSULTANT CONTRACTS

DECEMBER 1985

CONTRACT NUMBER	FUNDING SOURCE	NAME OF CONTRACTOR	MBE, MBE, OR, WMBE	NAME OF PROJECT	DATE OF AWARD	AMOUNT OF PRIME CONTRACT	NAME OF MBE SUBCONTRACTORS	MBE, MBE, OR, WMBE	CONTRACT TYPE (Sub=1; Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF MBE PARTICIPATION
Addendum #2	FT	Lee Johnson Consultants		Shoreline Imp. Lake Wash. Blvd.	12/07/84	5920.00	NO MBE SUBS			0.00
Agreement	CDBG	MAKERS/WORTH & ASSOC.		Denny Regrade Capital Imp.	12/14/85	8000.00	NO MBE SUBS			0.00
Supp. 3/MS82-26	Sewer	Arthur Andersen & Co.		Sewer Utility Audit Services	12/21/84	17500.00	Ishii and Watt			2625.00
Supp. 2/MS82-27	SMF	Arthur Andersen & Co.		Solid Waste Utility Audit Service	12/21/84	14500.00	Marjorie Bolce Ishii and Watt		1 Audit Services	525.00
Agree. S84-34	Sewer	Hammond, Collier & Wade		Combined Sewer Backup-Group A	12/21/84	24549.86	Marjorie Bolce Editing & Writing Svcs.		1 Audit Services	2175.00
Agree. S84-35	Sewer	Horton Dennis & Assoc.		Combined Sewer Backup-Group B	12/21/84	20767.91	Louis C. Warner & Assoc.		1 Report Writing	435.00
Amendment #1	CDBG/PRIF	Collie Hough Assoc./Cornel	MBE	Central Area Parks Imp. Phase 1	12/21/84	9800.00	Pat Roome Landscapes Collie Hough-Beck		1 Engineering Analysis	4260.00
Supp. #1/82-48	MSF	Sverdrup and Parcel		West Seattle Freeway Phase 2	12/21/84	694100.00	Cooper Consultants, Inc. Meridith Construction		4 Drafting & Typing 1 Landscape	20117.91
						0.00	Word Processing Services		1 Engineer/Architect	650.00
						0.00	Centrac Associates		1 Cost Estimates	788.00
						0.00			1 Word Processing	1492.00
						0.00			1 Civil, Structural	20150.00
										800.00
										99240.00

\*\*\* FINAL TOTALS \*\*\*

795137.77

154217.91

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1984 MBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	\$ Total MBEs (Primes) Pub. Wks. This Mo.	\$ Total MBEs (Primes) Pub. Wks. To Date	\$ MBEs (Subs) Pub. Wks. This Mo.	\$ MBEs (Subs) Pub. Wks. To Date	\$ Total MBEs (Primes & Subs.) Pub. Wks. This Month	\$ Total MBEs (Primes & Subs.) Pub. Wks. To Date	\$ MBEs (Primes & Subs.) Pub. Wks. This Month	\$ MBEs (Primes & Subs.) Pub. Wks. To Date
Jan.	927,836.80	927,836.80	17,498.00	17,498.00	54,451.50	54,451.50	71,949.50	71,949.50	7.8	7.8
Feb.	1,304,943.50	2,232,780.30	0	17,498.00	177,502.00	231,953.50	177,502.00	249,451.50	13.6	11.2
Mar.	1,699,587.50	3,932,367.80	74,297.00	91,795.00	64,350.00	296,303.50	138,647.00	388,098.50	8.2	9.9
Apr.	952,163.45	4,884,531.25	163,724.10	255,519.10	24,681.00	320,984.50	188,405.10	576,503.60	19.8	11.8
May	391,333.30	5,275,864.55	0	255,519.10	12,768.15	333,752.65	12,768.15	589,271.75	3.3	11.2
June	2,834,113.60	8,109,978.15	746,130.00	1,001,649.10	83,234.35	416,987.00	829,364.35	1,418,636.10	29.3	17.5
July	10,867,253.40	18,977,231.55	88,400.00	1,090,049.10	364,591.00	781,578.00	452,991.00	1,871,627.10	4.2	9.9
Aug.	5,909,213.32	24,886,444.87	139,473.00	1,229,522.10	224,728.00	1,006,306.00	364,201.00	2,235,828.10	6.2	9.0
Sept.	1,140,242.04	26,026,686.91	61,567.00	1,291,089.10	42,681.00	1,048,987.00	104,248.00	2,340,076.10	9.1	9.0
Oct.	990,256.45	27,016,943.36	0	1,291,089.10	41,194.00	1,090,181.00	41,194.00	2,381,270.10	4.2	8.8
Nov.	419,654.85	27,436,598.21	77,582.50	1,368,671.60	1,025.00	1,091,206.00	78,607.50	2,459,877.60	18.7	9.0
Dec.	4,063,456.38	31,500,054.59	0	1,368,671.60	335,694.00	1,426,900.00	335,694.00	2,795,571.60	8.3	8.9
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1984 MBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	\$ Total MBEs (Primes) Pub. Wks. This Mo.	\$ Total MBEs (Primes) Pub. Wks. To Date	\$ MBEs (Subs) Pub. Wks. This Mo.	\$ MBEs (Subs) Pub. Wks. To Date	\$ Total MBEs (Primes & Subs.) Pub. Wks. This Month	\$ Total MBEs (Primes & Subs.) Pub. Wks. To Date	% MBEs (Primes & Subs.) Public Works This Month	% MBEs (Primes & Subs.) Public Works To Date
Jan.	927,836.80	927,836.80	200,301.00	200,301.00	139,486.00	139,486.00	339,787.00	339,787.00	36.6	36.6
Feb.	1,304,943.50	2,232,780.30	146,700.00	347,001.00	174,630.00	314,116.00	321,330.00	661,117.00	24.6	29.6
Mar.	1,699,587.50	3,932,367.80	0	347,001.00	374,753.35	688,869.35	374,753.35	1,035,870.35	22.0	26.3
Apr.	952,163.45	4,884,531.25	51,000.00	398,001.00	157,381.10	846,250.45	208,381.10	1,244,251.45	21.9	25.5
May	391,333.30	5,275,864.55	0	398,001.00	62,669.25	908,919.70	62,669.25	1,306,920.70	16.0	24.8
June	2,834,113.60	8,109,978.15	0	398,001.00	548,368.50	1,457,288.20	548,368.50	1,855,289.20	19.3	22.9
July	10,867,253.40	18,977,231.55	386,825.00	784,826.00	1,656,592.55	3,113,880.70	2,043,417.55	3,898,706.70	18.8	20.5
Aug.	5,909,213.32	24,886,444.87	91,277.00	876,103.00	891,941.69	4,005,822.39	983,218.69	4,881,925.39	16.6	19.6
Sept.	1,140,242.04	26,026,686.91	0	876,103.00	257,222.80	4,263,045.19	257,222.80	5,139,148.19	22.6	19.7
Oct.	990,256.45	27,016,943.36	0	876,103.00	166,950.00	4,429,995.19	166,950.00	5,306,098.19	16.9	19.6
Nov.	419,654.85	27,436,598.21	0	876,103.00	78,397.00	4,508,392.19	78,397.00	5,384,495.19	18.7	19.6
Dec.	4,063,456.38	31,500,054.59	0	876,103.00	1,239,535.10	5,747,927.29	1,239,535.10	6,624,030.29	30.5	21.0
Total										





Board of  
Public  
Works

# Your Seattle Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



## MEMORANDUM

1/29

Date: Janaury 25, 1985

To: All Board Members

From: Barbara K. Taber, Executive Secretary *Barbara K. Taber*

Subject: Absence from the City

During my attendance at the Mayor's Cabinet Retreat January 30 - February 2, 1985, Mike Purdy will be in charge of the Board of Public Works Department office.

BKT:wc  
cc: Mitchell Baker, Mayor's Office

ROUTING	DATE	INITIAL
ACTION		
		/
FILE		
INFORMATION		
		EVA
		m-staff

2c

SEATTLE ENG. DEPT.

85 JAN 29 AM 11:39

FEB 15 1985

19617

Board of  
Public Works

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor



MEMORANDUM

417

**Date:** January 16, 1985  
**To:** Board Departments *Barbara K. Taber*  
**From:** Barbara K. Taber, Executive Secretary  
**Subject:** Washington State Contractors Referral Services, Inc.  
Letter of January 8, 1985

The Board has been asked to place all bid advertisements with the Washington State Contractors Referral Services, Inc. As Mr. Walker mentions in his letter (copy attached), there would be no charge to the City for the listing service.

I plan to invite Mr. Walker to the Board meeting of January 25, 1985 to describe his proposal in more detail. You may want to invite members of your staff who are involved in the bidding process to the meeting.

I would anticipate no decision being made at the January 25th meeting to allow time for you to discuss Mr. Walker's proposal with your staff.

BKT:wc  
Attachment

cc: Tomi Terao, Purchasing Agent

*EC  
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att*

ROUTING	DATE	INITIAL
ACTION		
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INFORMATION		
EVA		
JDD		
REN	DJH	
	KTS	

1985 JAN 17 AM 9:00  
SEATTLE ENG. DEPT.

FEB 5 1985

19281



902 N.E. 65th Street, Suite 304  
Seattle, WA 98115 (206)527-4106

PURPOSAL

REQUESTING FOR BID ADVERTISEMENTS

January 8, 1985

Executive Secretary  
Board of Public Works  
400 Yesler Building  
Seattle, WA. 98104

Dear Barbara:

Washington State Contractors Referral Services Tele-Bid Department, is requesting that we be placed on the list of agencies accepting bid advertisements, as well as Suppliers and General Plan Holders List, for our subscribers.

Tele-Bid is a highly sophisticated computerized bidding service. Tele-Bid subscribers range from General Contractors, Sub-Contractors, Suppliers, Certified Women Minority Business Enterprises, Women Business Enterprises, Minority Business Enterprises, and also Manufacturers.

Tele-Bid would like to offer this service to your agencies free of charge. Attached is a list of bid advertisements we would like to receive.

For additional information, please feel free to call me at (206) 527-4106.

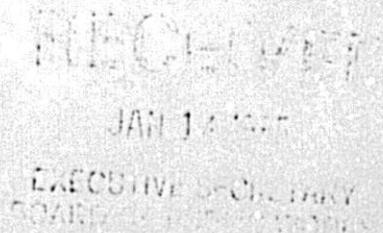
Sincerely:

Ernest S. Walker  
President

Attachment

W.S.C.R.S. is a Minority Owned Business

*cc: Tomi Terao, Purchasing*



A LIST OF BID ADVERTISEMENTS THAT THE BID IS SEEKING

- ( ) AGRICULTURAL MACHINERY & EQUIP.  
Mowers, Irrigation, etc.
- ( ) AGRICULTURAL SUPPLIES  
Fertilizer, Nursery Items, Turf, etc.
- ( ) AMMUNITION & EXPLOSIVES
- ( ) BOOKS
- ( ) CABINETS & COUNTERS  
Bookcases, Dividers, etc.
- ( ) CHEMICALS & CHEMICAL PRODUCTS  
Insecticides, Weed Killers, etc.
- ( ) CLEANING EQUIPMENT & SUPPLIES  
Scrubbers, Polishers, Sweepers, etc.
- ( ) COMMUNICATIONS EQUIPMENT
- ( ) ELECTRICAL SUPPLIES & COMPONENTS
- ( ) FENCING & GATES
- ( ) FOOD PREPARATION & SERVING EQUIP.
- ( ) FOODSTUFFS  
Bakery, Dairy, Meats, Staples
- ( ) FUELS, LUBRICANTS & ROAD OILS
- ( ) HAND TOOLS, POWERED & NON-POWERED
- ( ) HEATING FIXTURES & SUPPLIES
- ( ) HEAVY DUTY EQUIPMENT  
Graders, Crawlers, Loaders, etc.
- ( ) HIGHWAY SAFETY  
Equipment, Supplies
- ( ) LIGHTING FIXTURES & LAMPS
- ( ) LUMBER & LUMBER PRODUCTS  
Poles, Posts, Stakes, etc.
- ( ) MARINE VESSELS & SUPPLIES
- ( ) MEDICAL-DENTAL EQUIP. & SUPPLIES
- ( ) MICROFILM EQUIP. & SUPPLIES
- ( ) MOTOR VEHICLES  
Autos, Trailers, Cycles, Trucks, etc.
- ( ) MOTOR VEHICLES SUPPLIES  
Tires, Chains, etc.
- ( ) OFFICE EQUIP. & SUPPLIES  
Supplies, Machines, Furniture
- ( ) PAPER PRODUCTS  
Cut Stock, Envelopes, Rest-Room Supplies
- ( ) PAINTS & PRESERVATIVES
- ( ) PIPE & FITTINGS  
Aluminum, Concrete, etc.
- ( ) PLUMBING FIXTURES & SUPPLIES
- ( ) PRINTING  
Equipment, Supplies
- ( ) PRINTED FORMS
- ( ) PUMPS & COMPRESSORS
- ( ) RECREATIONAL EQUIPMENT  
Swings, Balls, Slides, etc.
- ( ) REFRIGERATION & AIR COND. EQUIP.
- ( ) ROOFING & SIDING
- ( ) UNIFORMS & ACCESSORIES
- ( ) WEAPONS  
Firearms, Signal Guns, etc.
- ( ) COMPUTER PRODUCTS  
Hardware, Software
- ( ) BUILDINGS
- ( ) UTILITIES
- ( ) ROADS
- ( ) SUPPLY BIDS
- ( ) MANUFACTURERS
- ( ) RENOVATION
- ( ) TRAFFIC  
Signals, Signs
- ( ) BIDS FROM ENGINEERING DEPT.
- ( ) MISCELLANEOUS JOBS
- ( ) OTHERS



SEATTLE ENG. DEPT.

85 JAN 17 11:23  
**LETTER OF TRANSMITTAL**

1/17

<b>TO:</b> Marlaina Kiner	<b>DATE:</b> 1/15/85	<b>BPW #:</b>
Director, Human Rights Department	<b>RE:</b> Board of Public Works WMBE	
	Report for November 1984	
<b>ATTN:</b> Randy Gainer		

ROUTING	DATE	INITIAL
ACTION		
FILE		✓
INFORMATION		
EVA		
JDD		
REN/DJH		
		LFC

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> For your information | <input type="checkbox"/> For your approval                  |
| <input type="checkbox"/> For your files                  | <input type="checkbox"/> For your signature                 |
| <input checked="" type="checkbox"/> Per your request     | <input type="checkbox"/> For your investigation             |
| <input type="checkbox"/> For your action                 | <input type="checkbox"/> For your report and recommendation |
| <input type="checkbox"/> Please return                   | <input type="checkbox"/> For review and comment             |
| <input type="checkbox"/> _____                           |   |

*1/17*

FEB 5 1985

ACTION REQUESTED BY: \_\_\_\_\_

**REMARKS** All construction contracts were awarded by competitive bid. All consultant contracts were awarded based upon negotiation. None of the contractors awarded contracts were non-profit firms. In addition to the contracts awarded by the BPW on the attached reports, the Board awarded the contract for the Official Newspaper for the City of Seattle for 1985 to the Daily Journal of Commerce on their low bid of \$4.70 per single column inch. The WMBE requirements for this contract were waived by the Human Rights Dept.

**COPIES TO:**  
 Board of Public Works Members  
 Office for Women's Rights  
 \_\_\_\_\_  
 \_\_\_\_\_

BOARD OF PUBLIC WORKS  
*Barbara K. Taber*  
 Barbara K. Taber  
 Executive Secretary

19277

BOARD OF PUBLIC WORKS MBE REPORT - CONSTRUCTION CONTRACTS

NOVEMBER 1984

BPM NO	FUNDING SOURCE	NAME OF CONTRACTOR	MBE, MBE, OR MBE	NAME OF PROJECT	DATE OF AWARD OR SUB APPROVAL	AMOUNT OF PRIME CONTRACT	NAME OF MBE SUBCONTRACTORS	MBE, MBE, OR MBE	CONTRACT TYPE (Sub=1; Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF MBE PARTICIPATION
84-65	CDBG	Dennis R. Craig Const.	MBE	Denny Regrade Street Trees-First Ave.	11/02/84	14350.00		MBE	4 Excavation	13550.00
84-65						0.00	V&J, Inc.	MBE	1 Excavation	800.00
84-73	Water	K.A.C Construction	MBE	E. Boston Terrace & 15th S. Water Mains	11/16/84	76132.50		MBE	4 Concrete Restoration	64032.50
84-73						0.00	K&H Const.	MBE	1 Concrete Restoration	10855.00
84-75	Light	Continental Drilling-US		Drain Hole Cleaning & Piezometer Instal	11/30/84	127337.35	NO MBE SUBS	MBE	1 Saw cutting	1245.00
84-71	Light	Interstate Underground		Instal. of Mesh Rockfall/Diablo Dam	11/30/84	33500.00		MBE	1 Crane service	1025.00
84-71						0.00	Ballard Construction	MBE	1 Traffic control	5025.00
84-74	Light	Corcon, Inc.		Painting Steel Trans. Towers & Crossing	11/30/84	168335.00	NO MBE SUBS	MBE	1 Electric	0.00
84-56	Sub Apprvl	Klokstad Construction		Mithun Place Northeast Paving, etc.	11/02/84	0.00	JAS Electric	MBE	1 Electric	55000.00
84-54	Sub apprvl	Bert Robinson Const.		34th Ave. SW, SW Admiral Way Watermains	11/16/84	0.00	Center Dozing	MBE	1 Hauling	-7500.00
84-54	Sub Apprvl	Bert Robinson Const.		34th Ave. SW, SW Admiral Way Watermains	11/16/84	0.00	Able Sunshine Trucking	MBE	1 Select material	7500.00
84-56	Sub Apprvl	Klokstad Construction		Mithun Place NE Paving, etc.	11/30/84	0.00	Hot Mix Pavers	MBE	1 Asphalt	1700.00
84-51	Sub Apprvl	Valley Cement Const.		1983 Pedestrian Walkways	11/30/84	0.00	National Concrete Cut.	MBE	1 Saw concrete	3772.00

\*\*\* FINAL TOTALS \*\*\*

419654.85

157004.50

BOARD OF PUBLIC WORKS MBE REPORT - CONSULTANT CONTRACTS

NOVEMBER 1984

CONTRACT NUMBER	FUNDING SOURCE	NAME OF CONTRACTOR	MBE, MBE, OR, MBE	NAME OF PROJECT	DATE OF AWARD	AMOUNT OF PRIME CONTRACT	NAME OF MBE SUBCONTRACTORS	MBE, MBE, OR, MBE	CONTRACT TYPE (Sub=1); (Supplier=2; JV=3; Prime=4) AND TYPE OF WORK	AMOUNT OF MBE PARTICIPATION
Addendum #2	EF (UPARR)	Makers		Seward Park Improvements	11/02/84	1621.67	Barbara Swift 0.00 K.M. Maw 0.00 Centrac Assoc. 7000.00 NO MBE SUBS	MBE	1 Landscape Architect 1 Structural Engineer 1 Mechanical Engineer	509.42 130.00 400.00
Contract	CIP	Economic & Eng. Services Planning Research Corp.		Toit River Water Quality Plan Boundary Hydroelectric/Seismicity	11/02/84	296000.00	Technical Communication 0.00 INCA Engineers, Inc. 14999.00 NO MBE SUBS	MBE	1 Editing 1 Structural analysis	14136.00 45245.00
Supp 2B/E82-19	General	Hart-Crowser & Assoc.		111 Queen Anne Ave. North Solis	11/09/84	14999.00	NO MBE SUBS	MBE		0.00
Supp 2A/E82-16	General	Dames and Moore		Stimson Center Solis Services	11/09/84	14999.00	NO MBE SUBS	MBE		0.00
Contract Amend	CRF/PSBIF	Eric Meng Assoc.		Article 93 Code Revisions	11/09/84	2376.00	NO MBE SUBS	MBE		0.00
Addendum #9	CDBG	Van Horne & Van Horne	MBE	Garfield Community Center	11/09/84	1920.10	NO MBE SUBS	MBE		679.10
Amendment #1	UPARR	Alpha Engineers, Inc.	MBE	Ratt/Pier Replacement/Mt. Baker	11/09/84	3673.00		4	Construction Super.	3603.00
H83-56 Exten.	CDBG	Wright, Forssen Assoc.		Columbia City Business District	11/09/84	0.00	CTS Consulting Engineers	MBE	1 Field Inspection	70.00
Supp 2A/E82-15	General	Converse Consultants		1130 Rainier Ave. So. Solis Svcs.	11/16/84	14999.00	NO MBE SUBS			0.00
Supp 2B/E82-15	General	Converse Consultants		1000 Second Avenue Solis Services	11/16/84	14999.00	NO MBE SUBS			0.00
Agreement	DASOF	Sverdrup & Parcel		Radio Tower & equipment/Leo St.	11/16/84	14500.00	NO MBE SUBS			0.00
Contract	CDBG/Ref29	ARC Architects		El Rey Apartments Rehab.	11/16/84	230268.00	Susan Okamoto 0.00 Lee Atkinson Engineering 0.00 NO MBE SUBS	MBE	1 Design Services 1 Design Services	7000.00 34700.00
E83-33 Exten.	SWF	Earth Consultants		Midway Landfill Jefferson Park	11/30/84	0.00	NO MBE SUBS			0.00
Supp Agree No.2	CIP	R.W. Beck		1985 COMPLAN Update	11/30/84	28446.00	Alpha Engineers	MBE	1 Structural Analysis	4050.00
Agree. H84-20	ACSF	Gardner Engineers, Inc.		Arterial/Non-Arterial Rehab.	11/30/84	112140.75	Rose Water Engineering 0.00 Sharma & Larry Engineer 0.00 Cufellette Inc.	MBE	1 Contract Assembly 1 Concrete Pavement 1 Surveying & Drafting	5757.50 26500.00 12521.02
Supp 2A/E82-19	General	Hart Crowser		1300 Ave. North Solis Services	11/30/84	14999.00	NO MBE SUBS			0.00
Supp 2A/E82-18	General St	Geo Engineers, Inc.		First Ave. So. Bridge Solis Svcs.	11/30/84	13862.00	NO MBE SUBS			0.00

\*\*\* FINAL TOTALS \*\*\*

786802.52

155301.04

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1964 MBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	\$ Total MBEs (Primes) Pub. Wks. This Mo.	\$ Total MBEs (Primes) Pub. Wks. To Date	\$ MBEs (Subs) Pub. Wks. This Mo.	\$ MBEs (Subs) Pub. Wks. To Date	\$ Total MBEs (Primes & Subs.) Pub. Wks. This Month	\$ Total MBEs (Primes & Subs.) Pub. Wks. To Date	\$ MBEs (Primes & Subs.) Pub. Wks. This Month	\$ MBEs (Primes & Subs.) Pub. Wks. To Date
Jan.	927,836.80	927,836.80	17,498.00	17,498.00	54,451.50	54,451.50	71,949.50	71,949.50	7.8	7.8
Feb.	1,304,943.50	2,232,780.30	0	17,498.00	177,502.00	231,953.50	177,502.00	249,451.50	13.6	11.2
Mar.	1,699,587.50	3,932,367.80	74,297.00	91,795.00	64,350.00	296,303.50	138,647.00	388,098.50	8.2	9.9
Apr.	952,163.45	4,884,531.25	163,724.10	255,519.10	24,681.00	320,984.50	188,405.10	576,503.60	19.8	11.8
May	391,333.30	5,275,864.55	0	255,519.10	12,768.15	333,752.65	12,768.15	589,271.75	3.3	11.2
June	2,834,113.60	8,109,978.15	746,130.00	1,001,649.10	83,234.35	416,987.00	829,364.35	1,418,636.10	29.3	17.5
July	10,867,253.40	18,977,231.55	88,400.00	1,090,049.10	364,591.00	781,578.00	452,991.00	1,871,627.10	4.2	9.9
Aug.	5,909,213.32	24,886,444.87	139,473.00	1,229,522.10	224,728.00	1,006,306.00	364,201.00	2,235,828.10	6.2	9.0
Sept.	1,140,242.04	26,026,686.91	61,567.00	1,291,089.10	42,681.00	1,048,987.00	104,248.00	2,340,076.10	9.1	9.0
Oct.	990,256.45	27,016,942.36	0	1,291,089.10	41,194.00	1,090,181.00	41,194.00	2,381,270.10	4.2	8.8
Nov.	419,654.85	27,436,597.21	77,582.50	1,368,671.60	1,025.00	1,091,206.00	78,607.50	2,459,877.60	18.7	9.0
Dec.										
Total										

CITY OF SEATTLE BOARD OF PUBLIC WORKS

1984 MBE PARTICIPATION - PUBLIC WORKS CONTRACTS

Month	\$ Pub. Wks. Contracts This Mo.	\$ Pub. Wks. Contracts To Date	\$ Total MBEs (Primes) Pub. Wks. This Mo.	\$ Total MBEs (Primes) Pub. Wks. To Date	\$ MBEs (Subs) Pub. Wks. This Mo.	\$ MBEs (Subs) Pub. Wks. To Date	\$ Total MBEs (Primes & Subs.) Pub. Wks. This Month	\$ Total MBEs (Primes & Subs.) Pub. Wks. To Date	% MBEs (Primes & Subs.) Public Works This Month	% MBEs (Primes & Subs.) Public Works To Date
Jan.	927,836.80	927,836.80	200,301.00	200,301.00	139,486.00	139,486.00	339,787.00	339,787.00	36.6	36.6
Feb.	1,304,943.50	2,232,780.30	146,700.00	347,001.00	174,630.00	314,116.00	321,330.00	661,117.00	24.6	29.6
Mar.	1,699,587.50	3,932,367.80	0	347,001.00	374,753.35	688,869.35	374,753.35	1,035,870.35	22.0	26.3
Apr.	952,163.45	4,884,531.25	51,000.00	398,001.00	157,381.10	846,250.45	208,381.10	1,244,251.45	21.9	25.5
May	391,333.30	5,275,864.55	0	398,001.00	62,669.25	908,919.70	62,669.25	1,306,920.70	16.0	24.8
June	2,834,113.60	8,109,978.15	0	398,001.00	548,368.50	1,457,288.20	548,368.50	1,855,289.20	19.3	22.9
July	10,867,253.40	18,977,231.55	386,825.00	784,826.00	1,656,592.55	3,113,880.70	2,043,417.55	3,898,706.70	18.8	20.5
Aug.	5,909,213.32	24,886,444.87	91,277.00	876,103.00	891,941.69	4,005,822.39	983,218.69	4,881,925.39	16.6	19.6
Sept.	1,140,242.04	26,026,686.91	0	876,103.00	257,222.80	4,263,045.19	257,222.80	5,139,148.19	22.6	19.7
Oct.	990,256.45	27,016,942.36	0	876,103.00	166,950.00	4,429,995.19	166,950.00	5,306,098.19	16.9	19.6
Nov.	419,654.85	27,436,597.21	0	876,103.00	78,397.00	4,508,392.19	78,397.00	5,384,495.19	18.7	19.6
Dec.										
Total										





*Consultants* **Your Seattle Board of Public Works**

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

*Board of Public Works*

SEATTLE ENG. DEPT.

85 JAN 16 A 8:31



**LETTER OF TRANSMITTAL**

<b>TO:</b> All Board Members	<b>DATE:</b> 1/15/85	<b>BPW #:</b>
	<b>RE:</b> Request from Tim Hill to Doug Jewett for legal opinion on Consultant Contracts, dated December 19, 1984	
<b>ATTN:</b>		

THIS MATERIAL IS TRANSMITTED AS CHECKED BELOW:

- For your information
- For your files
- Per your request
- For your action
- Please return

- For your approval
- For your signature
- For your investigation
- For your report and recommendation
- For review and comment

*11c  
x  
att*

ROUTING	DATE	INITIAL
<b>ACTION</b>		
FILE		✓
<b>INFORMATION</b>		
EVA		
M-Staff		
		KTJ
		ABW

ACTION REQUESTED BY: \_\_\_\_\_

FEB 4 1985

REMARKS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COPIES TO:

\_\_\_\_\_

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\_\_\_\_\_

BOARD OF PUBLIC WORKS

*Barbara K. Taber*

Barbara K. Taber  
Executive Secretary

19234

15PW  
P-TN: Purdy

Office of the Comptroller  
City of Seattle

Tim Hill, Comptroller

December 19, 1984

EXECUTIVE DIRECTOR  
BOARD OF PUBLIC WORKS



The Honorable Douglas Jewett  
City Attorney  
City of Seattle

Dear Mr. Jewett:

On July 17, 1984, the City Comptroller's Office published a report concerning consultant contracting practices in City government. In that report we recommended that the ordinance definition of a consultant be clarified. We found that many City departments were having difficulty differentiating between procurements subject to the authority of the City's Purchasing Agent and consultant hirings.

Since the issuance of that report, the City Comptroller's Audit Division has performed additional reviews of the City's procurement process which have included discussions with staff of the Board of Public Works, Department of Human Rights, Purchasing Department, Personnel Department, Law Department, and Comptroller's Office. Each person we spoke to had different interpretations of how the City's consultant contracting requirements interrelated to the City Purchasing Agent authorities and Personnel Department functions.

In addition, the Comptroller's City Clerk Division, responsible for reviewing consultant contracts and processing encumbrance documents, has recently attempted to adopt desk procedures to screen contract documents to ensure that the contracts are actually for "consultant services." This screening has identified numerous contacts where the classification as "consultant" was doubtful; however, a clear-cut determination could not be made.

Finally, the Comptroller's Audit Division is now preparing to audit the amounts paid to consultants as provided by Ordinance 108762. During the preplanning phase of this effort, several legal questions have surfaced which need resolution before an effective audit can be undertaken.

Our specific questions can be categorized into five distinct areas:

- Determining whether an employer-employee relationship exists,
- Clarifying the definition of consultant,
- Clarifying the relationships between Purchasing Agent procurements and consultant hirings,

\*An Equal Employment Opportunity - Affirmative Action Employer

- Determining the allowability of costs reimbursed under contracts, and
- Defining sole source and emergency procurements.

When applicable, we have enclosed contract documents showing examples of the issue needing resolution.

**A. Determining Whether an Employer-Employee Relationship Exists**

The Comptroller's Audit Division has recently reviewed several consultant contracts which, either by common law or Internal Revenue Service guides, appear to establish an employer-employee relationship between the City and individuals hired under the provisions of a "Consultant Contract" Form. Our specific questions in this area are:

1. Do any of the following contracts constitute a City employer-employee relationship?
  - Agreement between the Seattle Center and Joseph Borden (Exhibit 2).
  - Agreement between the Department of Parks and Recreation and Debbie Scheuerman (Exhibit 3).
  - Agreement between the Department of Human Resources and Richard Harwood (Exhibit 4).
  - Agreement between the Department of Human Resources and Joe Gross (Exhibit 5).
  - Agreement between the Department of Human Resources and Margaret B. Hildering (Exhibit 6).
  - Agreement between the Department of Human Resources and Emmett Early (Exhibit 7).
  - Agreement between the Department of Parks and Recreation and Mary Berkely (Exhibit 8).
  - Agreement between the Department of Parks and Recreation and Victoria Cecil (Exhibit 9).
  - Agreement between the Department of Parks and Recreation and Billy Karesh (Exhibit 10).

- Agreement between the Seattle Center and Kent Jackson (Exhibit 11).
  - Agreements between the Seattle Center and Claire Powers (Exhibit 12).
  - Agreement between the Seattle Center and Steve Hudson (Exhibit 13).
  - Agreement between the Department of Parks and Recreation and John Mitsules (Exhibit 14).
  - Agreement between the Seattle Center and Shannon Anderson (Exhibit 15).
2. Do any of these same contracts result in the contractor actually being a City employee for income tax purposes?
  3. If additional information is needed to draw a conclusion for either 1) or 2), what would that information be?
  4. If a department hires a consultant who is truly an employee, should the contract be terminated as invalid or for due cause assuming standard contract language (Exhibit 1)?
  5. Is there a single City department which has the authority to decide whether a particular contract constitutes a personnel action, consultant hiring, or procurement subject to the City Purchasing Agent's authority?
  6. If a "consultant" were reported as an employee for income tax purposes, could the "consultant" then claim eligibility for employee benefits?
  7. Is there any type of professional service which should be performed only by City employees?

**B. Clarifying the Definition of Consultant**

The definition of "consultant" under Chapter 3.114 of the Seattle Municipal Code refers to consultant services as "specialized activities on a discrete, nonrecurring basis over a limited and pre-established term. The Webster's New Collegiate Dictionary defines "discrete" as "constituting a separate entity; individually distinct, consisting of distinct or unconnected elements, noncontinuous".

1. What does "discrete" mean in the context of this definition?

2. Do the following services qualify as "discrete" when looking at the underlined portion of the scope of work?

- Agreement between the Department of Parks and Recreation and Debbie Scheuerman (Exhibit 3).
- Agreement between the Department of Human Resources and Richard Harwood (Exhibit 4).
- Agreement between the Department of Human Resources and Margaret B. Heldring (Exhibit 6).
- Agreement between Department of Human Resources and Emmett Early (Exhibit 7).
- Agreement between Department of Parks and Recreation and Mary Berkely (Exhibit 8).
- Agreement between Department of Parks and Recreation and Victoria Cecil (Exhibit 9).
- Agreement between the Department of Parks and Recreation and Billy Karsch (Exhibit 10).
- Agreements between the Seattle Center and Claire Powers (Exhibit 12).
- Agreement between the Seattle Center and Steve A. Hudson (Exhibit 13).
- Agreement between the Department of Parks and Recreation and John Mitsules (Exhibit 14).
- Agreement between the Seattle Center and Shannon Anderson (Exhibit 15).
- Agreement between OMB and Seattle-Ber Sheva Sister City Committee (Exhibit 16).
- Agreement between the Seattle Center and the Seattle Center Foundation (Exhibit 17).
- Agreement between Seattle City Light and Miller, Jr. and Miller (Exhibit 18).
- Agreement between OMB and Seattle-King County Convention and Visitors Bureau (Exhibit 19).

3. How would we apply the concept of "non-recurring" in the context of the definition of consultant?
4. Do the following contracts, which are carried forward each year, result in recurring specialized activities, thereby making the contracts something other than a consultant hiring?
  - Agreement between the Seattle Center and Joseph Borden (Exhibit 2).
  - Agreement between the Seattle Center and Claire Powers (Exhibit 12).
  - Agreement between OMB and Seattle-Ber Sheva Sister City Committee (Exhibit 16).
  - Agreement between the Seattle Center and the Seattle Center Foundation (Exhibit 17).
  - Agreement between OMB and the Seattle-King County Convention and Visitors Bureau (Exhibit 19).
  - Agreement between the Fire Department and University of Washington (Exhibit 20).
5. What is considered a "limited term" in the context of the statutory definition of consultant?
6. How should contract extensions be viewed in relation to the concept of "limited term?"

The definition of "consultant" under Chapter 3.114 of the Seattle Municipal Code also refers to consultant services as specialized activities, delivering or providing for various items including "other products of cognitive processes or expert or professional services." Webster's New Collegiate Dictionary defines cognitive as "based on or capable of being reduced to empirical factual knowledge." Also, expert is defined as "one who has acquired special skill in or knowledge of a particular subject. Having, involving, or displaying special skill or knowledge derived from training or experience." Finally, professional is defined as "a calling requiring specialized knowledge and often long and intensive academic preparation."

7. Can the following services be considered "consultant" type services under this definition.

Designing Displays  
Performing Arts  
Officiating athletic events and publicly sponsored contests  
Producing Concerts and Exhibits  
Photographing  
Creating Works of Art  
Writing and Editing  
Costume Designing  
Sound Technician  
Advertising or Publicizing  
Grading Examinations  
Specialized Services (Such as maintenance and cleaning equipment of Medic I Program)

8. Is there a single City department with statutory authority to determine administratively whether or not a contract is a consultant hiring? ? 5 p:

C. Clarifying the Relationships Between Purchasing Agent Procurements and Consultant Hirings

The definition of consultant under Chapter 3.114 of the Seattle Municipal Code appears not to make provision for those contracts which may involve a combination of consultant and other types of activities.

1. Do the following contracts represent consultant contracts even though a substantial portion of those contracts would appear not to be "consultant" type services?

- Agreement between the Seattle Center and W. Scott Robinson Designs, Inc. (Exhibit 21).

- Agreement between the Seattle Center and One Reel Vaudeville Incorporated (Exhibit 22).
- Agreement between the Department of Parks and Recreation and TRA Architecture Engineering (Exhibit 23).

**D. Determining the Allowability of Costs Reimbursed Under Contracts**

The terms for reimbursement under consultant contracts vary with types of services, size of contract, department issuing the contract and funding source. Terms vary from totally cost reimbursable to straight fixed fee. Contracts funded with federal or State monies routinely require contractor compliance with Federal Procurement Regulations and Cost Accounting Standards established by the federal government. Contracts funded with City monies normally do not cite any criteria related to allowability of costs.

1. Is there an adequate basis to determine the allowability of costs if only the BPW standard contract language is used for a cost reimbursable contract (Exhibit 1) or other contract language such as Exhibit 24?
2. If only standard contract language is used on a cost reimbursable contract, can the Audit Division or any City contracting officers disallow claimed costs for the following circumstances?
  - a. Costs claimed not reasonable.
  - b. Costs claimed do not benefit contract activities.
  - c. First class air fare claimed.
  - d. Bad debts claimed.
  - e. Advertizing costs claimed.
  - f. Contributions or donations claimed.
  - g. Entertainment expenses claimed.
  - h. Fines or penalties claimed.
  - i. Interest and other financing costs claimed.
  - j. Losses on other contracts claimed.
  - k. Capital expenses claimed.
  - l. Lobbying costs claimed.
  - m. Costs claimed related to fully depreciated property.
  - n. Costs claimed for insurance on lives of officers and costs were not treated as compensation to those officers.
  - o. Relocation costs claimed included loss on sale of home.
  - p. Costs claimed for retainer fees.
3. Would the same apply for contract language of Exhibit 24?

4. If any items in 2) can be disallowed, what specific criteria could be cited as reasons for the disallowance and would those criteria stand up in court?
5. Are there any terms for payment (i.e. cost reimbursement, lump sum, percent of construction costs, standard costs, etc.) which would not be appropriate for a City-funded consultant contract?
6. Could the Board of Public Works set restrictions on the terms for payment provisions of consultant contracts?
7. Could the Comptroller's Office set standards for allowability of costs which would be used to audit cost reimbursement contracts?

E. Defining Sole Source and Emergency Procurements

Under certain circumstances departments may waive contracting requirements when hiring consultants. Requirements may be waived in an emergency or if the hiring is of a sole source for the service.

1. Is the decision to hire a consultant under emergency conditions or to negotiate sole source, and waive contracting requirements completely at the discretion of department heads?
2. If the answer to 1) is no, are there statutory or other definitions of "emergency" or "sole source" which must be complied with in order for an "emergency" condition to prevail or for a sole source procurement to be made?

As you can see, we have many questions about the City's consultant contracting laws which need resolution before we can effectively process consultant contracts and perform audits. Until such time as we receive your legal advice in these matters, we may be referring contracts designated "consultant" back to departments if we have any questions about the classification "consultant". The departments may, in turn, be contacting your office for informal advice. If your office is supportive of the department position, we will then process the departmental request for encumbrance.

We look forward to working with your staff on these issues. Please feel free to contact David Preugschat at extension 5895 if you have any questions or need additional information.

Sincerely yours,



Tim Hill  
City Comptroller

R4/DP334LJ1A/8A

Board of Public Works

BOARD OF PUBLIC WORKS RULES  
REVISION NOTICE RECEIPT FORM

SEATTLE ENG. DEPT.

85 JAN 11 P 1:55

V11

This certifies that I, Lenora Blauman, as custodian of Copy 25 of the Board of Public Works Rules, have received Revision Notice Number 6 of the Board of Public Works Rules.

I acknowledge that I have the following responsibilities:

1. Signing this revision receipt form and receipt forms for subsequent updates.
2. Ensuring that the Rules book is properly posted and updated.
3. Notifying the Board of Public Works of my termination as custodian of the Rules book and ensuring that the new custodian signs a copy of the "Custodian of Board of Public Works Rules Book" form and submits it to the Board of Public Works. A blank copy of this form is included in your Rules book.

I am also aware that the fulfillment of these responsibilities may, from time-to-time, be verified by the Executive Secretary of the Board of Public Works.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\*\*\*\*\*  
 \*  
 \* PLEASE SIGN AND RETURN TO: \*  
 \* BOARD OF PUBLIC WORKS \*  
 \* 09-04-03 \*  
 \*  
 \*\*\*\*\*

30  
+  
att

ROUTING	DATE	INITIAL
ACTION		
JGR/	5/11/85	LWB
FILE		
INFORMATION		

orig form

BOARD OF PUBLIC WORKS RULES

REVISION NOTICE

---

REVISION NUMBER: 6

ISSUE DATE: January 9, 1985

---

**SUMMARY OF REVISION**

Corrects typographical errors on the last page of the Women's and Minority Business Enterprise Information and Utilization Commitment Form contained in Chapter 6, General Rules for Consultant Contracts.

**INSTRUCTIONS**

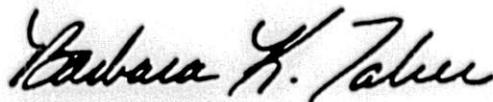
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4. Please sign, date, and return to the Board of Public Works the attached Revision Notice Receipt Form.

**BACKGROUND**

The following typographical errors have been corrected with this revision: on the Women's and Minority Business Enterprise Information and Utilization Commitment Form, under Section IV, Summary of Commitment, for MBEs, number 1 and 3 have been changed from "WBE Participation" to "MBE Participation". Under Section V, Percentage Requirements and Certification, the figure 3% for WBEs and 15% for MBEs have been deleted. Contract awarding authorities should fill in the appropriate set-aside figures for each contract. Frequently, the set asides are reduced or increased from the standard 3% and 15%.

If you have any questions regarding this Revision Notice, please call Mike Purdy at the Board of Public Works at 625-2266.

BOARD OF PUBLIC WORKS



Barbara K. Taber  
Executive Secretary

IV. Summary of Commitment

	<u>This Contract or Amendment</u>	<u>Total Contract to Date (Orig. &amp; Amendments)</u>
1. Dollar Amount of WBE Participation	\$ _____	\$ _____
WBEs 2. Dollar Amount of Total Contract	\$ _____	\$ _____
3. Percentage of WBE Participation	_____ %	_____ %

AND

1. Dollar Amount of MBE Participation	\$ _____	\$ _____
MBEs 2. Dollar Amount of Total Contract	\$ _____	\$ _____
3. Percentage of MBE Participation	_____ %	_____ %

V. Percentage Requirements and Certification

No proposal will be considered responsive and no contract will be awarded unless the percentage of WBE and MBE participation above equals or exceeds the following percentages of the total proposal:

WBE \_\_\_\_\_ %  
MBE \_\_\_\_\_ %

Participation by WBEs and MBEs may be through the use of subcontractors, joint venture partners, or the prime consultant. All WBEs and MBEs to be utilized in meeting the percentage requirements must be certified by the Director of the Seattle Human Rights Department (HRD). The Consultant shall contact HRD (625-4384) to verify certification of all firms listed on this form.

I declare under the penalties of perjury of the State of Washington that the above information is true and complete.

\_\_\_\_\_  
Signature of Consultant's Authorized Representative

\_\_\_\_\_  
Date

19097  
1-11

BOARD OF PUBLIC WORKS RULES  
REVISION NOTICE RECEIPT FORM

This certifies that I, Joseph G. Ralph, as custodian of Copy 1 of the Board of Public Works Rules, have received Revision Notice Number 6 of the Board of Public Works Rules.

I acknowledge that I have the following responsibilities:

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1/14/85  
Date

Joseph G. Ralph  
Signature

\*\*\*\*\*  
 \*  
 \* PLEASE SIGN AND RETURN TO: \*  
 \* BOARD OF PUBLIC WORKS \*  
 \* 09-04-03 \*  
 \*  
 \*\*\*\*\*

BOARD OF PUBLIC WORKS JAN-JUNE 1985

Board of Public Works

BOARD OF PUBLIC WORKS  
JAN-JUNE 1985

Board of Public Works  
JAN  
1985

19097 1-11



Seattle  
Engineering Department

SEATTLE ENG. DEPT.

1985 JAN 23 AM 10:05

Eugene V. Avery, Director of Engineering  
Charles Royer, Mayor

January 17, 1985

Gary Merlino Construction Co.  
9125 10th Avenue South  
Seattle, Washington 98108

Attention: Gary Merlino

SUBJECT: West Fort Street Bridge Replacement

Gentlemen:

This letter confirms in writing the verbal approval given you for the substitutions of an asphalt coated galvanized steel detention pipe for the aluminum detention pipe specified in the special provisions. Such substitution was contingent upon certification of the following conditions:

1. Same size as shown on plans.
2. Helically corrugated galvanized steel, fully coated.
3. Minimum 14 gauge thickness.

These conditions have been met as shown on the attached certification.

Sincerely,

HARVEY A. KNIZEK, P. E.  
Senior Engineer

HAK:pak

Attachment

cc: Al Rice, Engineering Department  
Pat Flynn, Engineering Department  
Ted Rees, Engineering Department  
Lynn Russell, Engineering Department

1985 JAN 23

Completed  
Filed to  
Serial

LRC 1/16

Board of Public Works

1-11-85  
19100

BOARD OF PUBLIC WORKS RULES  
REVISION NOTICE RECEIPT FORM

This certifies that I, Lenora Blauman, as custodian of Copy 25 of the Board of Public Works Rules, have received Revision Notice Number 6 of the Board of Public Works Rules.

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1/14/85  
Date

Lenora D. Blauman  
Signature

\*\*\*\*\*  
 \* PLEASE SIGN AND RETURN TO: \*  
 \* BOARD OF PUBLIC WORKS \*  
 \* 09-04-03 \*  
 \* \*\*\*\*\*

SEATTLE ENG. DEPT.  
1985 JAN 16 AM 8:51

Board of Public Works

1-11-85  
19098

BOARD OF PUBLIC WORKS RULES  
REVISION NOTICE RECEIPT FORM

This certifies that I, Doug Howell, as custodian of Copy 22 of the Board of Public Works Rules, have received Revision Notice Number 6 of the Board of Public Works Rules.

I acknowledge that I have the following responsibilities:

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I am also aware that the fulfillment of these responsibilities may, from time-to-time, be verified by the Executive Secretary of the Board of Public Works.

Date

Signature

SEATTLE ENG. DEPT.

85 JAN 11 PM 2:19

20  
1st  
att

\*\*\*\*\*  
 \* PLEASE SIGN AND RETURN TO: \*  
 \* BOARD OF PUBLIC WORKS \*  
 \* 09-04-03 \*  
 \*\*\*\*\*

ROUTING	DATE	INITIAL
ACTION		
REN	DSH	owh
FILE		
INFORMATION		

howell

JAN 30 1985

BOARD OF PUBLIC WORKS RULES

REVISION NOTICE

---

REVISION NUMBER: 6

ISSUE DATE: January 9, 1985

---

**SUMMARY OF REVISION**

Corrects typographical errors on the last page of the Women's and Minority Business Enterprise Information and Utilization Commitment Form contained in Chapter 6, General Rules for Consultant Contracts.

**INSTRUCTIONS**

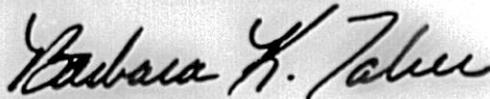
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If you have any questions regarding this Revision Notice, please call Mike Purdy at the Board of Public Works at 625-2266.

BOARD OF PUBLIC WORKS



Barbara K. Taber  
Executive Secretary

**IV. Summary of Commitment**

		<u>This Contract or Amendment</u>	<u>Total Contract to Date (Orig. &amp; Amendments)</u>
	1. Dollar Amount of WBE Participation	\$ _____	\$ _____
WBEs	2. Dollar Amount of Total Contract	\$ _____	\$ _____
	3. Percentage of WBE Participation	_____ %	_____ %

**AND**

	1. Dollar Amount of MBE Participation	\$ _____	\$ _____
MBEs	2. Dollar Amount of Total Contract	\$ _____	\$ _____
	3. Percentage of MBE Participation	_____ %	_____ %

**V. Percentage Requirements and Certification**

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I declare under the penalties of perjury of the State of Washington that the above information is true and complete.

\_\_\_\_\_  
Signature of Consultant's Authorized Representative

\_\_\_\_\_  
Date

Board of Public Works

BOARD OF PUBLIC WORKS RULES  
REVISION NOTICE RECEIPT FORM

1/11

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Date

Signature

SEATTLE ENG. DEPT.

85 JAN 11 10:17

\*\*\*\*\*  
 \* PLEASE SIGN AND RETURN TO: \*  
 \* BOARD OF PUBLIC WORKS \*  
 \* 09-04-03 \*  
 \*\*\*\*\*

C  
att

ROUTING	DATE	INITIAL
ACTION		
JGR		Joey
FILE		
INFORMATION		

JAN 30 1985

3-B/RULES.5

19097

BOARD OF PUBLIC WORKS RULES

REVISION NOTICE

---

REVISION NUMBER: 6

ISSUE DATE: January 9, 1985

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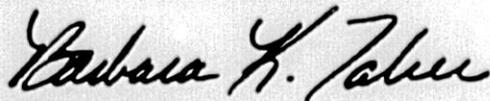
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BOARD OF PUBLIC WORKS



Barbara K. Taber  
Executive Secretary

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I declare under the penalties of perjury of the State of Washington that the above information is true and complete.

\_\_\_\_\_  
Signature of Consultant's Authorized Representative

\_\_\_\_\_  
Date

*Board of Public Works*

SIGNATURE AND ALTERNATE AUTHORIZATION  
FOR BOARD OF PUBLIC WORKS  
FOR 1985

726

AUTHORIZATION TO SIGN DOCUMENTS SENT TO THE BOARD OF PUBLIC WORKS FOR ACTION  
(Board Rules Chapter 1.50.020)

*P  
B  
G*

Name of Individual(s)	Title
Richard J. Anderson, Acting Director	Office for Planning
W.G. van Gelder, P.E., Princ. Asst. Director	Transportation Services
John D. Okamoto, Assistant Director	Management Support Division
Elaine Ko, Director	Office for Citizen Participation
Richard D. Owings, Director	Solid Waste Utility
Ronald E. Nieforth, Prin. Asst. Director	Engineering Services

Joe G. Ralph, Pincipal Assist Director, Operations Division

DESIGNATION OF ALTERNATE(S) TO PARTICIPATE IN BOARD MEETINGS  
(Board Rules Chapter 1.30.040)

Name of Individual(s)	Title
Ronald E. Nieforth, Prin. Asst. Director	Engineering Services Division
Joe G. Ralph, Prin. Asst. Director	Operations Division
R. J. Anderson, Acting Director	Office for Planning

*Eugene V. Avery*  
Signature of Department Head

January 2, 1985  
Date

SEATTLE ENG. DEPT.  
1985 JAN 24 AM 8:34

Please return completed form to  
Board of Public Works  
09-04-03

Your  
Seattle  
Board of Public Works

Barbara K. Taber, Executive Secretary  
Charles Royer, Mayor

MEMORANDUM

ROUTING	DATE	INITIAL
ACTION		
FILE		✓
INFORMATION		
JVA		
JDDI	MES/RME	ICLB
	KTS	
	TRL	



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k  
att

RENJABWIF 3Y  
DSH/MLW  
LFC

*Barbara K. Taber*

**Date:** ✓ January 2, 1985  
**To:** Board of Public Works Members  
**From:** Barbara K. Taber, Executive Secretary  
**Subject:** Administrative Service Charges For 1985

Effective today, the administrative service charge for public works contracts charged to your department will increase to \$16.00 per regular City employee working day from the 1984 rate of \$14.50 per day. (See attached copy of Ordinance 112018.) The new rate only applies to those contracts with a notice to proceed date in 1985. Contracts with a notice to proceed date in 1984 will continue to be charged at the \$14.50 per day rate until the project is accepted as complete by the Board.

Attached is a 1985 calendar based on City employee working days which my staff will be using to calculate administrative service charges.

Also attached is a 1985 calendar based on contractor working days which should be used by your department in calculating extensions of time on public works contracts.

If you have any questions, please call Mike Purdy at extension 2266.

BKT:MEP:wc  
8/ASC  
Attachments

SEATTLE ENG. DEPT.  
1985 JAN - 9 PM 2:57

19076

# City of Seattle

ORDINANCE 112818

AN ORDINANCE relating to the Board of Public Works; amending SMC 20.48.070 to increase contract administration charges of the Board of Public Works as of January 1, 1985.

BE IT ORDAINED BY THE CITY AS FOLLOWS:

Section 1. As of January 1, 1985, SMC 20.48.070 (Ordinance 111434, Section 1) is amended as follows:

20.48.070 DAILY ADMINISTRATIVE CHARGES.

There is hereby imposed a charge of ~~((Fourteen—Dollars—and—Fifty—Cents—((14.50)))~~ sixteen dollars (\$16.00) per regularly scheduled City employee working day from the date of notice to proceed to date of acceptance of the project as to each and every public works contract administered by the Board of Public Works with the exception of contracts for consulting services, other service contracts, and tree or plant establishment portions of landscaping contracts; provided, that the Board of Public Works may, for just cause, upon petition by a department, reduce the charges imposed from the date of completion of the project to date of acceptance of the project. Such charge shall be computed by the Executive Secretary of the Board of Public Works and billed to the department or fund for which such contract is administered, and receipts therefrom shall be deposited in the General Fund.

Section 2. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 26<sup>th</sup> day of November, 1984

and signed by me in open session in authentication of its passage this 26<sup>th</sup> day of November, 1984  
*Norman K. Rice*  
President of the City Council

Approved by me this 30<sup>th</sup> day of November, 1984  
*Charles Payer*  
Mayor

Filed by me this 30<sup>th</sup> day of November, 1984

*Tim Hill*  
City Comptroller and City Clerk

(SEAL)

By *Len Schlicht*  
Deputy Clerk

Publication ordered by TIM HILL, Comptroller and City Clerk.  
Date of Official Publication in Daily Journal of Commerce, Seattle, December 6, 1984. (C-632)

1985 WORKING DAY CALENDAR FOR ADMINISTRATIVE SERVICE CHARGES

JANUARY - 21

S	M	T	W	T	F	S
		1	1	2	3	5
6	4	5	6	7	8	12
13	9	10	11	12	13	19
20	21	14	15	16	17	26
27	18	19	20	21		

MAY - 22

S	M	T	W	T	F	S
			83	84	85	4
5	86	87	88	89	90	11
12	91	92	93	94	95	18
19	96	97	98	99	100	25
26	27	101	102	103	104	

SEPTEMBER - 20

S	M	T	W	T	F	S
1	2	169	170	171	172	7
8	173	174	175	176	177	14
15	178	179	180	181	182	21
22	183	184	185	186	187	28
29	188					

FEBRUARY - 18

S	M	T	W	T	F	S
					22	2
3	23	24	25	26	27	9
10	28	12	29	30	31	16
17	18	32	33	34	35	23
24	36	37	38	39		

JUNE - 20

S	M	T	W	T	F	S
						1
2	105	106	107	108	109	8
9	110	111	112	113	114	15
16	115	116	117	118	119	22
23	120	121	122	123	124	29
30						

OCTOBER - 23

S	M	T	W	T	F	S
		189	190	191	192	5
6	193	194	195	196	197	12
13	198	199	200	201	202	19
20	203	204	205	206	207	26
27	208	209	210	211		

MARCH - 21

S	M	T	W	T	F	S
					40	2
3	41	42	43	44	45	9
10	46	47	48	49	50	16
17	51	52	53	54	55	23
24	56	57	58	59	60	30
31						

JULY - 22

S	M	T	W	T	F	S
	125	126	127	4	128	6
7	129	130	131	132	133	13
14	134	135	136	137	138	20
21	139	140	141	142	143	27
28	144	145	146			

NOVEMBER - 18

S	M	T	W	T	F	S
					212	2
3	213	214	215	216	217	9
10	11	218	219	220	221	16
17	222	223	224	225	226	23
24	227	228	229	28	29	30

APRIL - 22

S	M	T	W	T	F	S
	61	62	63	64	65	6
7	66	67	68	69	70	13
14	71	72	73	74	75	20
21	76	77	78	79	80	27
28	81	82				

AUGUST - 22

S	M	T	W	T	F	S
				147	148	3
4	149	150	151	152	153	10
11	154	155	156	157	158	17
18	159	160	161	162	163	24
25	164	165	166	167	168	31

DECEMBER - 21

S	M	T	W	T	F	S
1	230	231	232	233	234	7
8	235	236	237	238	239	14
15	240	241	242	243	244	21
22	245	246	25	247	248	28
29	249	250				

1985 WORKING DAY CALENDAR FOR EXTENSIONS OF TIME

1984

1985

JANUARY

1	---	1	2	3	4	7
8	5	6	7	8	9	14
15	10	11	12	13	14	21
22	15	16	17	18	19	28
29	20	21				

JULY

1	127	128	---	129	130	7
8	131	132	133	134	135	14
15	136	137	138	139	140	21
22	141	142	143	144	145	28
29	146	147				

JANUARY

5	---	252	253	254		5
12	6	255	256	257	258	12
19	13	260	261	262	263	19
26	20	---	265	266	267	26
27	27	269	270	271	272	

JULY

6	376	377	378	---	379	6
13	7	380	381	382	383	13
20	14	385	386	387	388	20
27	21	390	391	392	393	27
	28	395	396	397		

FEBRUARY

4			22	23	24	4
11	5	25	26	27	28	11
18	12	---	30	31	32	18
25	19	---	34	35	36	25
26	26	38	39	40		

AUGUST

4			148	149	150	4
11	5	151	152	153	154	11
18	12	156	157	158	159	18
25	19	161	162	163	164	25
26	26	166	167	168	169	26

FEBRUARY

2					273	2
9	3	274	275	276	277	9
16	10	279	---	280	281	16
23	17	---	283	284	285	23
24	24	287	288	289	290	

AUGUST

3					398	399	3
10	4	400	401	402	403	404	10
17	11	405	406	407	408	409	17
24	18	410	411	412	413	414	24
31	25	415	416	417	418	419	31

MARCH

3				41	42	3
10	4	43	44	45	46	10
17	11	48	49	50	51	17
24	18	53	54	55	56	24
31	25	58	59	60	61	31

SEPTEMBER

1						1	
8	2	---	171	172	173	174	8
15	9	175	176	177	178	179	15
22	16	180	181	182	183	184	22
29	23	185	186	187	188	189	29
30	30						

MARCH

2					291	2	
9	3	292	293	294	295	296	9
16	10	297	298	299	300	301	16
23	17	302	303	304	305	306	23
30	24	307	308	309	310	311	30
31	31						

SEPTEMBER

7	1	---	420	421	422	423	7
14	8	424	425	426	427	428	14
21	15	429	430	431	432	433	21
28	22	434	435	436	437	438	28
	29	439					

APRIL

7	1	63	64	65	66	67	7
14	8	68	69	70	71	72	14
21	15	73	74	75	76	77	21
28	22	78	79	80	81	82	28
	29	83					

OCTOBER

6	190	191	192	193	194	6	
13	7	195	196	197	198	199	13
20	14	200	201	202	203	204	20
27	21	205	206	207	208	209	27
	28	210	211	212			

APRIL

6	312	313	314	315	316	6	
13	7	317	318	319	320	321	13
20	14	322	323	324	325	326	20
27	21	327	328	329	330	331	27
	28	332	333				

OCTOBER

5				440	441	442	443	5
12	6	444	445	446	447	448	449	12
19	13	449	450	451	452	453	454	19
26	20	454	455	456	457	458	459	26
	27	459	460	461	462			

MAY

5			84	85	86	87	5
12	6	88	89	90	91	92	12
19	13	93	94	95	96	97	19
26	20	98	99	100	101	102	26
	27	---	103	104	105		

NOVEMBER

3				213	214	3	
10	4	215	216	217	218	219	10
17	11	---	220	221	222	223	17
24	18	224	225	226	---	---	24
	25	227	228	229	230	231	

MAY

4				334	335	336	4
11	5	337	338	339	340	341	11
18	12	342	343	344	345	346	18
25	19	347	348	349	350	351	25
	26	---	352	353	354	355	

NOVEMBER

2						463	2
10	3	464	465	466	467	468	10
16	11	---	469	470	471	472	16
23	17	473	474	475	476	477	23
30	24	478	479	480	---	---	30

JUNE

2					106	2	
9	3	107	108	109	110	111	9
16	10	112	113	114	115	116	16
23	17	117	118	119	120	121	23
30	24	122	123	124	125	126	30

DECEMBER

1						1	
8	2	232	233	234	235	236	8
15	9	237	238	239	240	241	15
22	16	242	243	244	245	246	22
29	23	247	---	248	249	250	29
	30	251					

JUNE

1						1	
8	2	356	357	358	359	360	8
15	9	361	362	363	364	365	15
22	16	366	367	368	369	370	22
29	23	371	372	373	374	375	29
	30						

DECEMBER

7	1	481	482	483	484	485	7
14	8	486	487	488	489	490	14
21	15	491	492	493	494	495	21
28	22	496	497	---	498	499	28
	29	500	501				