

MEMORANDUM OF UNDERSTANDING

An MOU between the DEPARTMENT OF LABOR AND INDUSTRIES and
INTEC SERVICES, INC.

Re: The Public Works Project known as the Seattle City Light Contract No. 140423

Section No. 1 – PARTIES: The following parties enter into this Memorandum of Understanding, freely and voluntarily:

- [1] Intec Services, Inc. (“Intec”), and
- [2] The Department of Labor & Industries for the State of Washington (“Department”).

Section No. 2 - PURPOSE: The parties enter into this MOU to provide a mutual understanding of work performed under the Seattle City Light Contract No. 140423 and what scopes and wage rates apply. The parties also enter into this MOU to resolve the correction notice of June 11, 2014 and to allow Intec to submit a corrected Statement of Intent to Pay Prevailing Wages.

Section No. 3 - TERMS OF MEMORANDUM OF UNDERSTANDING:

3.1 Intec has entered into a contract to perform testing and treatment work on utility poles owned by Seattle City Light. Under this contract (No. 140423), Intec will test and treat approximately 65,900 wood poles, and treat an additional 15,900 wood poles that were previously tested under the Seattle City Light Professional Services Contract (i.e. “Wood Pole Testing Contract”) that was active from 2011 to 2013. The expected duration of the contract is approximately six years.

3.2 Intec proposes using a crew of no more than four individuals, one of which would be paid at a Journey Level Powerline Construction Electrician (“Lineman”) rate, who supervises the work of two or three individuals each to be paid at the Powerline Construction Electrician Groundperson (“groundperson”) rate. The crew would operate within a grid of approximately a quarter of a mile square and encompassing approximately 350 poles. The crew will often work in line of sight, but may not always be able to do so, because of the nature of area.


3.3 Intec reports that individuals paid at the Groundperson rate would separately inspect and treat the poles with preservatives under the supervision of the Lineman, but the Lineman would have the responsibility of regularly checking on the work being performed by the Groundperson-rate workers in the field and addressing any anomalies that the crew may come across.

3.4 From the initial tailgate meeting at the start of each day through the various efforts of the crew to service the poles in the grid/area, the Lineman will ultimately be responsible for the crew, their work, and operations of the project on a day-to-day basis.


3.5 Consistent with the facts described above, the Department agrees that Lineman rates may be applied to supervisor of the crew and Groundperson rates may be applied to the 2-3 workers working under his or her supervision.

3.6 Consistent with the facts described above, if Intec provides a corrected statement of intent to pay prevailing wages, which lists trade and occupation classifications, with their requisite County-specific wage rates, limited to Journey Level Power Line Construction Electrician and Power Line Construction Electrician/Groundperson, the Department will approve the intent.

ON BEHALF OF INTEC SERVICES, INC.:


_____ on this 27th day of May, 2015.
Clarence Belnavis on behalf of Intec

DEPARTMENT OF LABOR AND INDUSTRIES:


_____ on this 19th day of May, 2015.
Jim Christensen, Program Manager, Department of Labor & Industries

cc: Laura Herman, Industrial Relations Specialist
Gerald Sanchez, Industrial Relations Agent