South Treatment Plant
DAFT Carbon ORT Carbon Replacement - Rebid

Contract C01400C19

CPA No._____

Volume 1 of 1

Bidding Requirements and Forms
General Terms and Conditions
Technical Specifications
Contract Drawings

October 2019

King County

Department of Natural Resources and Parks
Wastewater Treatment Division

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SECTION 00020
KING COUNTY INVITATION TO BID

Advertisement Date: OCTOBER 21, 2019

Invitation To Bid (ITB) Title:	South Treatment Plant DAFT Carbon ORT Carbon Replacement - REBID
ITB Number	C01400C19
Sealed Bid Time/Date:	1:30 p.m., November 12, 2019
Location Due:	King County Procurement & Payables Section, Contracts Counter, 3rd Floor, 401 Fifth Avenue, Seattle, WA 98104
Contract Specialist	Mary Lee, mary.lee@kingcounty.gov, 206-263-9381
Alternate Contract Specialist	Mark Hoge, mark.hoge@kingcounty.gov, 206-263-9325
Engineer's Estimate:	$471,000

Request for Information: Submit all inquiries in writing via email to the Contract Specialist and the Alternate Contract Specialist. No verbal answers by any County personnel or its agents and consultants will be binding on the County.

Scope of Work: The work is to remove and replace the activated carbon from the Carbon Odor Reduction Tower (ORT), using fresh activated carbon provided by the County, including modifications to improve the performance of the ORT.

Work site: South Treatment Plant, 1200 Monster Road SW, Renton WA, 98057.

Pre-Bid Conference: October 30, 2019, 1:30 pm, South Treatment Plant Administration Building 2nd Floor Black River Conference Room. A site tour will be conducted immediately following the conference. Hardhats, safety glasses and safety boots are required for site tour.

Subcontracting Opportunities: carbon replacement and metals fabrication

Bid Documents Electronic copies of the plans, specifications, reference documents, and any addenda for this solicitation are available on the King County Procurement website shown below.

To receive email notifications of addenda or other important information concerning this solicitation, you must register to be a planholder under the "Solicitations" tab at the following link:

https://procurement.kingcounty.gov/procurement_ovr

This information is available in alternate formats for individuals with disabilities upon advance request by calling 206-263-9400, TTY Relay: 711.

Note: Bids received after Sealed Bid Time will not be considered. Bidders accept all risks of late delivery, regardless of fault. King County is not responsible for any costs incurred in response to this Invitation to Bid.

END OF SECTION

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PART 1 — GENERAL BIDDING CONSIDERATIONS

1.01 EXAMINATION OF CONTRACT DOCUMENTS AND REGULATIONS

A. Each Bidder shall thoroughly examine and be familiar with the Contract Documents including the terms and conditions, specifications, qualification requirements, any other requirements, and if included, drawings or addenda contained within this solicitation package.

B. Each Bidder has an obligation to notify King County (herein after also referred to as "County"), in writing and prior to the bid opening, of any ambiguity or inconsistency in or between the Contract Documents or overly stringent qualifications. Failure to notify the County prior to the bid opening of any such ambiguity or inconsistency the Bidder discovered or should have discovered shall result in the waiver of any and all rights of the Bidder to claim additional time or compensation, if the County executes the Contract (i.e., the County signs the Agreement, §00500), relating to or arising from the ambiguity or inconsistency.

C. The submittal of a bid shall constitute an acknowledgment upon which the County may rely that the Bidder has obtained, thoroughly examined, and is familiar with the Contract Documents and has reviewed and inspected all applicable federal, state and local statutes, ordinances and regulations relating to the work and all permits which have been applied for and/or issued pertaining to the work.

D. The failure or neglect of a Bidder to obtain, receive, or examine any of the Contract Documents, statutes, ordinances, regulations and permits shall in no way relieve the Bidder from any obligations with respect to its bid or to the Contract. No claim for additional compensation or time will be allowed based upon a lack of knowledge or misunderstanding of any of the Contract Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated herein.

1.02 ADDENDA & CLARIFICATION OF CONTRACT DOCUMENTS

A. No oral clarification or interpretations will be made to any Bidder as to the meaning of the Contract Documents. Requests for clarifications shall be made in writing (via e-mail, fax, or delivery) to the Contract Specialist and the Alternate Contract Specialist identified in §00020 at least seven (7) days prior to the bid opening date. The County may not respond to requests for clarifications that are received outside of this timeframe.

B. Addenda, affecting any changes to the Contract Documents for this solicitation will be posted on the Solicitation Details page, at the website following paragraph F below, and upon issuance are part of the Contract Documents.

C. Clarifications for information purposes only, which do not affect any changes to the Contract Documents, for this solicitation will be posted on the Solicitation Details page, at the website following paragraph F below, and are not part of the Contract Documents.

D. Bidders shall not rely upon any oral statements or conversations, whether at the pre-bid conference or otherwise, they may have with County employees, agents, or representatives regarding the Contract Documents.

E. To receive email notifications of addenda, clarifications, or other important information concerning this solicitation, you must register to be a planholder under the "Solicitations" tab at the website following paragraph F below. Only registered planholders will be notified by email that an addendum has been issued.

F. If there is a need for special arrangements or sign interpreters at any pre-bid conference or bid opening, please call 206-263-9400, TTY Relay: 711, three (3) days in advance.

Website: http://www.kingcounty.gov/procurement/solicitations

1.03 INSPECTION OF WORK SITE

A. Bidders shall carefully inspect and compare the work site and Contract Documents to satisfy themselves, by personal examination, physical testing or by such other means as they may prefer, of the location of the work, the actual physical conditions of the site, surface and subsurface conditions, and conditions ordinarily encountered and generally recognized as inherent in the work. Bidders shall obtain written permission from property owner prior to entering the site and prior to conducting physical testing. If, during the course or as a result of such inspection, examination and testing, a Bidder finds facts or conditions which appear to conflict with the letter or spirit of the Contract Documents, or with any other data or material made available to the Bidder relating to the work, the Bidder shall promptly notify the King County Procurement & Payables Section (P&P) in writing for additional information and clarification before submitting a bid.

B. The submittal of a bid shall constitute the Bidder's acknowledgment, based on the Bidder's own knowledge, examination, inspection and testing as well as review of the Contract Documents, that the Bidder has satisfied itself as to the following: (1) the quality, character and quantity of subsurface conditions materials or obstacles to be encountered insofar as this information is reasonably ascertainable from the inspection of the site and Contract Documents; (2) access to the site; (3) environmental factors and mitigation requirements; (4) all other data, matters and conditions requisite to the fulfillment of the work; (5) conditions ordinarily expected to be encountered or generally recognized as inherent in the work; (6) requirements imposed by easements and permits; and, (7) existing and available services and utilities at and in the vicinity of the site of the work and not on any representation or warranty of the County. No claim for additional compensation will be allowed which is based upon a misunderstanding or lack of knowledge, examination, inspection and/or testing of any of the above items by the Bidder.

1.04 WAGES

A. This Contract is subject to Chapters 39.12 and 49.28 RCW, amendments thereto and regulations issued thereunder, relating to prevailing wages, benefits and other requirements. Bidders shall examine and be familiar with such requirements. No claim for additional compensation will be allowed which is based upon a lack of knowledge or a misunderstanding of any such requirements by the Contractor or a failure to include in the Bidder's bid price adequate increases in such wages during the performance of this Contract. Bidders must comply with the current prevailing wage rates which are found in §00130.

1.05 PROGRESS AND COMPLETION

A. Time is of the essence for this Contract. Progress and completion of the work shall comply with all requirements herein, and intermediate and final completion dates as may be set forth in the specifications. The submittal of a bid constitutes the Bidder's acknowledgment that such intermediate and final completion requirements have been taken into account in formulating its bid for this Work.

1.06 PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES

A. If a Contract is executed by the County, the Contractor shall fully comply with all such environmental protection laws, ordinances and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that may be applicable to this Project. The cost of such compliance shall be included in the bid prices.

1.07 REQUIREMENT FOR COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

A. A summary of the requirements and instructions is contained in §00120.

1.08 NON-DISCRIMINATION IN CONTRACTING

A. It is the policy of the County to provide equal employment opportunities and an equal opportunity for all businesses to participate in providing goods and services to the County.

B. The County has an affirmative action policy relating to employment (King County Code chapter 12.16), a non-discrimination in contracting policy (King County Code chapter 12.17), and a fair employment policy (King County Code chapter 12.18). A summary of the requirements, instructions, and submittals is contained in §00120. It is each Bidder's obligation to review this information and comply with all requirements when submitting a bid for this Contract.

1.09 RECYCLED PRODUCTS POLICY

A. The Contractor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Contractor shall notify the County, who may waive the recycled paper requirement.

B. The Contractor agrees to use both sides of paper sheets for copying and printing, and to use recycled/recyclable products wherever practical.

1.10 “OR EQUAL” REQUESTS

A. Except as provided in sub-paragraph C below, when product, material or equipment is specified by one or more patents, brand names, or catalog numbers proprietary name or name of manufacturer or any combination thereof, it shall be understood that this is for the purpose of defining the performance process, article desired or other salient requirements, and shall be deemed to be followed by the words "or equal," whether or not such words appear. Other products, materials or equipment, of equal or better capacities, quality and function, may be considered by the Project Representative upon the Contractor's request for “or equal” determination.

B. Bidders (no subcontractors, suppliers, or materialmen) may submit written requests for approval of an “or equal” determination during the bidding period. Requests must be submitted to the Contract Specialist, identified in §00020, not later than ten (10) days prior to the bid opening. Proposed “or equal” products, materials, or equipment not added to the technical specifications by addenda five (5) days prior to the bid opening are due shall be considered having been rejected as not equal.

C. Under no circumstances will a substitution or a proposed “or equal” product be considered for an item which is identified as no equal, sole source, no substitutions and/or pre-qualified.

D. Bidders must provide sufficient documentation *(information similar to that which is required for a substitution request (CSI form 13.1A))*, to enable the County to review the product documentation and determine if the products, materials, or equipment are “equal”. Bidder shall provide any additional documentation requested by the County in a prompt and timely manner.

1.11 ELECTRONIC DOCUMENTS AND PLANHOLDER LIST

A. Electronic copies of the ITB, reference documents, addenda, planholders list, and any clarifications for this solicitation are available online at:

http://www.kingcounty.gov/procurement/solicitations

1.12 CONFLICT OF INTEREST—FORMER COUNTY EMPLOYEES

A. To avoid any actual or potential conflict of interest or unethical conduct, for one (1) year after leaving County employment, a former County employee may not:

1. Have a financial or beneficial interest in a contract that was planned, authorized or funded by a county action in which the former County employee participated during County employment. “County action” includes, but is not limited to, determining the Work to be done under the Contract. See KCC 3.04.017.D. “Participated” means, in connection with a transaction involving the County, to be involved in a County action personally and substantially as a County employee either directly or through others through approval, disapproval, decision, recommendation, the rendering of advice, investigation or otherwise. See KCC 3.04.017.L.
2. Assist a person, whether or not for compensation, in any County action in which the former County employee participated during County employment. For purposes of this section, “assist” includes, but is not limited to preparing or consulting in preparation of the bid or performance of Work if the Bidder is awarded the Contract.

B. As a matter of responsibility the Bidder shall identify within the Responsibility Detail Form any employees who, for one (1) year after leaving County employment, were involved in the preparation of its bid. Failure to identify the employees involved may result in rejection of the bid.

C. After Contract Execution, the Contractor is responsible for notifying the Project Representative of any employees who, for one (1) year after leaving County employment, may become involved in the Contract at any time during performance of the Work. Failure to identify the employees may result in termination of the Contract.

D. The requirements of this Section do not replace a former County employee’s legal obligation to comply with the King County Code of Ethics, chapter 3.04 KCC regarding post-County employment activities.

PART 2 — PREPARATION AND SUBMITTAL OF BIDS

2.01 GENERAL

A. Bids shall be made on the forms in §00300. The completed forms constituting the bid shall be enclosed in a sealed envelope addressed to King County Procurement and Payables Section (“P&P”), M.S. CNK-ES-0340, 3rd Floor, Chinook Building, 401 Fifth Avenue, Seattle, WA 98104, and labeled with the Contract Number, Contract Title, and the Bidder's name. The remainder of the Contract Documents do not have to be submitted. Bidders are warned against making erasures or alterations of any kind to the bid. Bids which contain omissions, erasures or irregularities of any kind may be rejected. Any qualification, addition, limitation or provision attached to or contained in a bid may render the bid non-responsive. No oral, facsimile, telegraphic or telephonic bids or modifications will be considered.

B. All bids shall be signed by the Bidder, or the Bidder’s authorized representative. If the bid is made:

1. By an individual, the Bidder's name, signature, and address must be shown;
2. By a partnership or joint venture, it shall contain the names of each partner, the mailing address of the partnership or joint venture and shall be signed in the firm

name, followed by the signature of the person signing, indicating that person's position in the partnership or joint venture; or

3. By a corporation, the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person who signs on behalf of the corporation must be shown.

C. The County is not responsible for any cost incurred in response to this Invitation to Bid.

D. Upon request of the County, the Bidder shall provide copies of the articles of incorporation, bylaws, resolutions of board of directors, partnership papers, joint venture agreements, and any other documents evidencing the legal status of the Bidder and the authority of the Bidder's officer or representative who signed the bid on behalf of the Bidder.

2.02 TAXES – RETAIL SALES

A. The Work to be performed under this Contract constitutes a "retail sale" as such term is defined in RCW 82.04.050, and the Contract Price is subject to the State of Washington and local agency retail sales taxes. However, Bidders shall not include such retail sales tax on the Contract Price in their bids. Such retail sales tax will be calculated on the total Contract Price and The County will add retail sales tax (state and local) on each progress payment and final payment to the Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government.

B. Other than state or local retail sales tax on the Contract Price as specified above and except as provided in subparagraph C of this paragraph 2.02, the Bidder shall include in the Bidder's proposed price(s) all applicable taxes which the Contractor will be required to pay for the Work under this Contract. For example, the County will not add sales tax the Contractor pays on the purchase of tools, machinery, equipment or consumables not integrated into the Work. No adjustment will be made in the amount to be paid by the County under this Contract because of any misunderstanding by or lack of knowledge of the Bidder/Contractor as to liability for, or the amount of, any taxes for which the Bidder/Contractor is liable or responsible by or under this Contract or because of any increases in tax rates imposed by any federal, state or local governments.

C. Retail sales/use taxes, if any, payable on equipment, materials and other items provided hereunder to the Contractor by the County shall not be included in the Bidder's proposed prices. If taxes on such items are required to be paid, the County shall make such payment, either through the Contractor or direct to the Washington State Department of Revenue.

2.03 BID GUARANTY

A. The bid shall be accompanied by a bid deposit in the amount equal to at least 5% of the Total Bid Price. The bid deposit shall be in one of the following formats and made payable to KING COUNTY: (1) a bid guaranty bond, using either the form provided in §00310 or a form acceptable to the County which contains provisions substantially similar to those in §00310, duly completed by a guaranty company authorized to carry on business in the state of Washington; or (2) a postal money order, a certified check, or cashier's check drawn upon a banking institution with a branch office in the state of Washington. The surety signing the bid guaranty bond shall be registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. Failure to submit the required bid guaranty shall render the bid non-responsive and the bid shall be rejected.

B. The amount payable to the County under the bid guaranty bond, or the certified or cashier's check or postal money order and the amount thereof, as the case may be, shall be forfeited to the County in case of a failure or neglect of the Bidder to furnish, execute and deliver to the County all the forms listed in §00410 within the number of days specified therein, following the issuance of the Notice of Selection. Forfeiture of the bid guarantee shall not limit the County's right to recover damages from the Bidder caused by the Bidder's failure to execute the Contract.

C. The County will return bid guarantees of all bidders in accordance with §00100 ¶4.04.

2.04 ACKNOWLEDGMENT OF ADDENDA

A. Each Bidder shall include on the Form of Bid in §00300 specific acknowledgment of receipt of all addenda issued during the bidding period.

PART 3 — BID EVALUATION AND REJECTION

3.01 OPENING AND POSTPONEMENT OF OPENING

A. At the time and place set forth in the Invitation to Bid for the opening and reading of bids, each and every bid (except those which may have been properly withdrawn) received prior to the scheduled closing time for receipt of bids will be publicly opened and read aloud by the King County P&P staff, irrespective of any irregularities or informalities in such bid. The time and place set forth in the Invitation to Bid for opening and reading the bids may only be changed by addendum.

B. The County reserves the right to postpone the date and time for opening of bids at any time prior to the opening of bids.

C. The time stamp clock located in the P&P's reception area is the County's official bid clock for this solicitation. Timeliness of bid submittals will be determined using only this clock. Late bids will not be accepted and returned to the firm submitting as soon as possible.

D. Following the bid opening, all bids received will be scanned and uploaded to the online solicitation site identified in paragraph 1.11.A.

E. Any document submitted to King County pursuant to this ITB prior to Contract Execution shall be considered a public record under chapter 42.56 RCW (the "Act") and shall be available for public inspection and copying, unless exempt under the Act.

3.02 MODIFICATION AND WITHDRAWAL OF BIDS

A. Modifications or withdrawal of bids already received will be considered only if the requested modification or withdrawal is made prior to the scheduled closing time for the receipt of the bids. All bid modifications or withdrawals must be made in writing, over the signature of the Bidder.

3.03 BID EXTENSION

A. The County reserves the right to request Bidders to grant an extension of the effective period of the bid. Such grant shall not be unreasonably withheld. If a Bidder pursues a protest and/or request for reconsideration, its bid is deemed extended until the County executes a contract, or until the protest or request for reconsideration is withdrawn by the Bidder.

3.04 BID ERRORS, INFORMALITIES AND IMMATERIAL IRREGULARITIES

A. Prices set forth in the bid will be reviewed by the County for mathematical accuracy.

B. The County, in its sole discretion, reserves the right to waive minor bid errors, informalities, and immaterial irregularities when it is in the County's best interest and does not result in displacement of a low bidder.

C. The County reserves the right to correct arithmetical errors and discrepancies between unit prices and extended amount and/or written words or numbers under the following circumstances:

1. The Bidder verifies the error and/or discrepancy;
2. Existence of the arithmetical error and/or discrepancy is ascertainable from the face of the bid;
3. The intended bid is ascertainable from the face of the bid; and
4. Correction of the arithmetical error and/or discrepancy does not result in displacement of a low Bidder.

D. Where the bid is readily susceptible of being interpreted as offering either one of two prices shown on the face of the bid, one of which is low and the other is not, the bid must be rejected. If the evidence of the arithmetical error or discrepancy is clear and convincing the Bidder may be permitted to withdraw its bid.

E. In the event a Bidder believes it made an error on its bid, the Bidder shall provide written notice of such claim. The Bidder shall provide to the County supporting evidence for such claim including cost breakdown sheets. The County reserves the right to require the submittal of other bid records or information as the County may deem necessary to evaluate the Bidder's claim of error, or any error as may be identified by the County during its review of the bid.

F. Any review by the County of a bid and/or any review of such a claim of bid error (including supporting evidence) creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder or Contractor.

3.05 BID EVALUATION AND RESULTS

A. Bids will be evaluated by County to determine which bid is the lowest, responsive bid submitted by a responsible Bidder.

B. Within the period after the opening of bids stated in the Form of Bid, the County will either issue a Notice of Selection, reject all bids, or take such other action as may be in its best interest. A written Notice of Selection delivered to the Bidder in person, by U.S. mail or email, will evidence the selection of the lowest responsive and responsible bid.

C. Bid results and copies of bids will be posted on the P&P website, generally within 24 hours of bid submission, at https://procurement.kingcounty.gov/procurement_ovr/login.aspx

D. Reciprocal Preference for Resident Contractors

1. In accordance with RCW 39.04.380, the County is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a Nonresident Contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that Nonresident Contractor. States that currently provide bidding percentage preferences to resident contractors are: Alaska, Nevada, New Mexico and Wyoming.
2. A "Nonresident Contractor" is a contractor that:
   (a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and

(b) at the time of bidding on a public works project, does not have a physical office located in Washington.

3. The state of residence for a Nonresident Contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed.

4. All Nonresident Contractors will be evaluated by the County for an out of state percentage bidding preference. If the state of the Nonresident Contractor provides a contractor percentage bidding preference, a Comparable Percentage Disadvantage ("CPD") will be applied, by the County, to the Nonresident Contractor's Total Bid Price during bid evaluation. The CPD is the percentage bidding preference advantage, provided by the Nonresident Contractor's home state.

5. For the purpose of determining the low bidder, the County shall multiply the Nonresident Contractor's Total Bid Price by the CPD. The CPD shall be added to the Nonresident Contractor's Total Bid Price which equates to the Nonresident Contractor's Disadvantage Total Bid. This Nonresident Contractor's Disadvantage Total Bid shall be compared to the other bidder(s) Total Bid Price(s) for the solicitation and the bidder with the lowest total bid shall be the low bidder for this solicitation. *See example below*.

EXAMPLE:

Alaska Nonresident Contractor's Total Bid Price	$100,000
Multiplied by the Alaska CPD	x 0.05
Alaska CPD Total	$ 5,000
Alaska Nonresident Contractor's Total Bid Price	+$100,000
Alaska CPD Total	$ 5,000
Nonresident Contractor's Disadvantage Total Bid	$105,000*

* NOTE: If the Nonresident Contractor's Disadvantage Total Bid is lower than the other bidder(s) Total Bid Price(s), the Alaska Nonresident Contractor will be the low bidder, and if found responsible, will be awarded a contract for the Total Bid Price of $100,000.

If the Nonresident Contractor's Disadvantage Total Bid is higher than the other bidder(s) Total Bid Price(s), the bidder with the lowest Total Bid Price, if found responsible, will be awarded a contract for their Total Bid Price.

3.06 QUALIFICATIONS OF BIDDER

A. In accordance with RCW 39.04.350 the low responsive bidder shall demonstrate, to the satisfaction of the County, that the Bidder and/or its project team are responsible and qualified to perform the Work under this Contract. Project examples, submitted with the Qualifications Information, shall have been substantially completed by the time of bid submittal. Section 00440, Responsibility Detail Form of the Contract Documents contains the mandatory and, if any supplemental criteria, for Bidder responsibility. The Bidder shall promptly prepare, complete, and submit the required information to the County within the time specified. In the event a Bidder fails to provide qualification information as required in §00440, or other information requested by the County, the Bidder may be rejected as not responsible.

B. Following determination of the low responsive Bidder, the County may request the following:

1. W-9 Request for Taxpayer Identification Number (King County Substitute W-9).
2. Billing Information - current remittance information *(location where King County is to send payments)*:

   a) Remit-to Address:
   b) Contact Name:
   c) Contact Phone #:
   d) Contact Fax #:
   e) Contact Email:

3. Automated Clearing House (ACH) Authorization Agreement, if the prospective Contractor selects to be paid electronically. Submit this form by fax or mail for security because it will contain the prospective Contractor's bank account number, ***not email***.
4. Forms for items 1 and 3 above are located at: http://www.kingcounty.gov/depts/finance-business-operations/procurement/for-business/forms.aspx

3.07 BID EVALUATION CONFERENCE

A. Prior to Notice of Selection, if requested by the County, the low responsive Bidder shall attend bid evaluation conference(s). The County will hold a bid evaluation conference only if the County deems it is necessary. The Bidder shall bring to the conference any documents or information required by the County as necessary for review.

B. By conducting a bid evaluation conference, the County does not waive its right to make determinations regarding responsiveness and responsibility of the Bidder.

3.08 SINGLE BID RECEIVED

A. If the County receives a single responsive, responsible bid, the County shall have the right, at its sole discretion, to extend the bid acceptance period for an additional 45 days and to conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation, and explanation requested by the County to assist in cost and price analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

B. By way of explanation but not as limitation, the terms "price analysis" and "cost analysis" are generally described as follows: (1) "price analysis" means the process of examining and evaluating a bid price without evaluating its separate cost elements and proposed profit; and (2) "cost analysis" means the review and evaluation of the separate cost elements and proposed profit of (a) the Bidder's cost or pricing data, and (b) the judgmental factors applied in projecting from the data to the estimated costs, in order to form an opinion on the degree to which the proposed costs represent what the contract should cost, assuming reasonable economy and efficiency.

3.09 REJECTION OF BIDS

A. Bidders are advised that the County reserves the right to reject any and all bids at any time. The County also reserves the right to not execute the Contract even after the Notice of Selection has been issued.

B. The County may reject any bid, any portion of any bid or all bids for any reason including, but not limited to: any bid which contains any omission, erasure or irregularity; any bid which has any qualification, addition, limitation, or provision attached to or contained in the bid; any bid lacking necessary detail and specificity; any bid which omits a price on any one or more

items on the Form of Bid; any bid in which prices are unbalanced in the opinion of the County; any bid accompanied by insufficient or irregular bid guaranty; any bid found non-responsive by the County; any Bidder found by the County to be not responsible; any bid for which a Bidder fails or neglects to complete and submit any qualifications information within the time specified by the County and as may be otherwise required herein; and, any bid submitted by a Bidder who is not registered or licensed as may be required by the laws of the State of Washington. In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from rejection of any or all bids.

C. In submitting a bid, a Bidder acknowledges and agrees that it is not entitled to any compensation, costs, or damages relating to bid preparation or resulting from the County's decision to cancel the procurement or refusal to execute a contract.

3.10 COLLUSION

If the County determines that collusion has occurred among the Bidders, none of the bids of the participants in such collusion will be considered. The County's determination of collusion shall be conclusive.

3.11 PROTEST PROCEDURES

A. The County's process for receiving protests is available at:

http://www.kingcounty.gov/depts/finance-business-operations/procurement/for-business/do-business/protest.aspx

PART 4 — AWARD AND EXECUTION OF CONTRACT

4.01 GENERAL

A. Within the number of days stated on the Form of Bid, after the bid opening date, the County will accept a bid, reject all bids, or take such other action as may be in its best interest. The County reserves the right to request extensions of the bid acceptance period.

B. Within five (5) days the Bidder is to execute and deliver to the County all the forms listed in §00410 following the issuance of the Notice of Selection.

C. If the Bidder experiences circumstances beyond their control that prevents return of the Contract documents within five (5) days after receiving the Notice of Selection, the County may grant up to a maximum of five (5) additional days for return of the forms listed in §00410, provided the County deems the circumstances warrant it. Under no circumstances will the Bidder have more than 10 days to return the properly executed Agreement and Performance and Payment Bond.

D. The County will presume that any person signing or modifying the bid prior to its submittal, or signing the contract on behalf of the Bidder is authorized to bind the Bidder.

E. After Contract Execution, the Contractor may download an electronic copy of the executed Contract Documents from the County's website on the Solicitation Details page for this contract at: https://procurement.kingcounty.gov/procurement_ovr.

4.02 PERFORMANCE AND PAYMENT BOND

A. The Bidder to whom the County issues the Notice of Selection for this Contract shall furnish a Performance and Payment Bond, in accordance with §00410, only on the form provided in §00420, in the amount of 100% of the Contract Price, including any and all adjustments to the Contract Price, as security for the faithful performance and completion of the work. Such bond must be executed, dated and sealed by a duly licensed surety(ies) which is registered with the Washington State Insurance Commissioner, and the surety's(ies') name shall

appear in the current Authorized Insurance Company List in the state of Washington published by the Office of the Insurance Commissioner. The surety should be bound by an attorney-in-fact, preferably a resident of this County, but certainly of the State of Washington. The scope of the Performance and Payment Bond or the form herein prescribed shall in no way affect or alter the liabilities of the Contractor to the County under the terms of the Contract Documents. The County may require the surety(ies) to appear and qualify themselves upon the bond. If at any time the County determines, in its sole judgment, that the surety(ies) are insufficient, the County may require the Contractor to furnish additional surety in form and arrangement satisfactory to the County and in an amount not exceeding that originally required. Payments will not be made on the Contract until sufficient surety as required is furnished.

B. The person signing the Performance and Payment Bond, as Principal, shall also sign the Contract. See §00100 ¶2.01B for the signature requirements.

4.03 INSURANCE

The County has established certain insurance requirements set forth in §00430. The Bidder to whom the County issues the Notice of Selection shall file with the County evidences of and certificates of insurance from insurer(s), as well as additional insured endorsements, certifying to the coverage of all insurance required herein. Any Bidder having questions about the insurance requirements should immediately contact the Contract Specialist identified in §00020. The County will not execute the Contract without approved Insurance documents. Failure to provide Insurance Documents will result in the rejection of the Bidder.

4.04 RETURN OF BID GUARANTIES & ESCROW DOCUMENTATION

A. All bid guaranties will be held until the Contract has been fully executed. Thereafter, bid guarantees will be returned to the respective Bidders. If the County upholds a Bidder's claim of error, the Bidder's bid guaranty will be returned with the County's final determination on the claim of error. The County will also return Bid Guaranties if all bids are rejected.

B. Escrow Bid Documents, if required, will be returned to unsuccessful bidders along with bid guaranties. The successful bidder will have Escrow Bid Documents returned in accordance with the technical specification.

4.05 EQUAL BENEFITS

A. In accordance with the County Ordinance 14823, as a condition of award of a contract valued at $25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Absent authorization for delayed or alternative compliance as referenced below, failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

B. When the contract is valued at $25,000 or more, by signing the Contract the Contractor is indicating compliance with this requirement or with the terms of an authorization for delayed or alternate compliance.

1. Delayed Compliance: If a Contractor is seeking authorization from the County Procurement and Payables Section to delay implementation of equal benefits due to a Collective Bargaining Agreement, Open Enrollment or internal Administrative steps, an Equal Benefits Substantial Compliance Authorization Form must be submitted prior to Contract Execution.
2. Alternative Compliance: If a Contractor is seeking authorization from the County Procurement and Payables Section for alternative compliance with the

requirements of the equal benefits ordinance, the Contractor must complete and return an Equal Benefits Substantial Compliance Authorization Form to the County prior to Contract Execution.

3. The Substantial Compliance Authorization Form can be found at:

   http://www.kingcounty.gov/depts/finance-business-operations/procurement/for-business/forms.aspx

END OF SECTION

SECTION 00120
NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND SMALL CONTRACTORS AND SUPPLIERS REQUIREMENTS
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1.01 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A. **Nondiscrimination in Employment and Provision of Services**. During performance of this Contract, the Contractor and all parties subcontracting under the authority of this Contract agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. **Equal Employment Opportunity Efforts.** The Contractor and all parties subcontracting under the authority of this Contract agree to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with King County Code ("KCC") 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

C. **Labor Unions and Employment Referral Agencies Commitment.** The Contractor shall take reasonable efforts to ensure that all labor unions or employment referral agencies furnishing workers under this Contract comply with King County Chapter 12.16. The Contractor shall notify the County promptly if a labor union or employment referral agency fails to comply with the nondiscrimination or equal employment opportunity efforts as defined by KCC 12.16. At the County's request, the Contractor shall provide documentation that evidences compliance with KCC 12.16.

D. **Equal Benefits to Employees with Domestic Partners.** See Section 00100

E. **Nondiscrimination in Subcontracting Practices**. During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

F. **Compliance with Laws and Regulations**. The Contractor and all parties subcontracting under the authority of this Contract shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, KCC 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor and its subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract Documents.

G. **Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).** Pursuant

to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability.

1. The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and

2. The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or agreement with the County, the Contractor shall include the requirement that the subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required provision.

H. **Sanctions for Violations**. Any violation of the requirements of the provisions of this Section 00120 shall be a material breach of contract, which may result in termination of this Contract or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment, cancellation or suspension, in whole or in part, of the Contract by the County, or invoking the enforcement provisions of KCC 12.16 that provide for penalties, liquidated damages or other remedies, and may result in ineligibility for County contracts.

I. **Record-keeping Requirements and Site Visits**. The County may visit, after reasonable notice, the Project Site, and Contractor and subcontractor offices to review records related to the solicitation, utilization, and payment to subcontractors and suppliers. This provision includes compliance with any other requirements of this Section. The Contractor shall provide all reasonable assistance requested by King County during such visits. The Contractor shall maintain, for at least 6 years after Final Acceptance of all work under this Contract, and permit access by the County to the following:

1. Records, including but not limited to written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payment to subcontractors and suppliers on this Contract, including but not limited to data and records related to the Contract for the purpose of monitoring, audit and investigation to determine compliance with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract Documents; and

2. The Contractor shall make the foregoing records available to King County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract Documents.

J. **Assistance with the Requirements of this Section**. Obtain copies of KCC 12.16, 12.17, 12.18 and 12.19 at the following link: http://kingcounty.gov/~/media/Council/documents/Clerk/CodeFiles/2--KCCode_PDF/15_Title_12.ashx

Address questions related to this section 00120 by contacting King County Business Development and Contract Compliance (BDCC) Section at the address below. Please include the contract number in all correspondence.

Business Development and Contract Compliance Section
Mail Stop: CNK-ES-0350
401 Fifth Avenue
Seattle, WA 98104

1.02 SMALL CONTRACTORS AND SUPPLIERS UTILIZATION

A. **Policy**. It is King County policy that Small Contractors and Suppliers (SCS) have enhanced opportunities to participate in the performance of public works contracts issued by King County, and that Contractors and Subcontractors use Certified SCS Firms to provide materials, supplies, and services on County public works projects.

1.03 NOT USED

1.04 NOT USED

1.05 NOT USED

1.06 REQUIREMENTS DURING CONTRACT PERFORMANCE

A. **Diversity Compliance Management System (DCMS) Reports**

1. The Contractor shall report monthly in the DCMS website located at https://kingcounty.diversitycompliance.com. Telephone 206-263-9745 for assistance. Such information shall be submitted prior to the County processing and paying any invoice. Reporting requirements include:

   a. **Payment Reports for Subcontractors and Suppliers**. The Contractor shall submit Payment Reports for all subcontractors and suppliers using the DCMS.

      (1) The Contractor shall submit a Payment Report detailing amounts paid to each subcontractor and supplier monthly. The Contractor shall submit the first Payment Report by the 15th day of the first month after work has commenced.

      (2) Subsequent monthly Payment Reports for all subcontractors and suppliers must be submitted by the 15th day of every month thereafter. Within the DCMS the Contractor shall identify “zero” payments for subcontractors or suppliers when no work has been performed during a report period.

      (3) The Contractor shall notify and instruct all subcontractors and suppliers performing Work to date, to sign into the DCMS and verify payments received for each reporting period, including the amount owed, and the amount paid less earned retainage, as their interests appeared in the preceding Application for Payment.

(4) Upon completion of all Work and as a condition precedent to final payment, the Contractor shall complete the last Payment Report and identify this document as “final” and submit this document into the DCMS. The final Payment Report must list the name of and dollar amount paid to each subcontractor and supplier used by the Contractor. Failure to submit the final Payment Report may result in withholding of payments or the final payment.

b. **Payroll Reports**. Payroll reports for the Contractor, every Subcontractor, and all other individuals for firms required to pay prevailing wages for Work performed must be submitted weekly using the online reporting portal: https://kingcounty.diversitycompliance.com. The Contractor is responsible for electronically approving the payrolls submitted by all Subcontractors. Payroll reports must contain the following information:

(1) Name and residence address including ZIP code of each worker

(2) Classification of work performed by each worker. The classification must be specific and match the classification categories listed in the applicable wage schedule.

(3) Total number of hours employed each day

(4) Total number of hours employed during the payroll period.

(5) Straight time and overtime hourly rate of wages paid to each worker.

(6) Total or gross amount earned by each worker.

(7) Deductions for medical insurance, FICA, federal withholding tax, and any other deductions taken.

(8) Net amount paid to each worker.

(9) Contractor’s or Subcontractor’s name and address

c. **Add Subcontractors and Suppliers.** The Contractor shall add all firms used on the Project in the DCMS.

2. The Contractor must submit other information as requested by King County to verify subcontractors working on the project and compliance with requirements for the use of Certified Firms, and the Apprenticeship and or Priority Hire Utilization Requirements of the Contract. The County may add, delete, or change the information required by the Contractor, as necessary. Failure to submit such reports may result in withholding of payments or the final payment.

END OF SECTION

SECTION 00130
WAGE RATES

WASHINGTON STATE PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS

Attached are the current state prevailing wage determinations from the Washington State Department of Labor and Industries (L&I).

The Contractor, any subcontractor, or other person doing any work under the Contract shall comply with the requirements of RCW 39.12, and shall pay each employee an amount not less than the Prevailing Rate of Wage, as specified by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I). If employing labor in a class not shown, the Contractor shall request a determination of the correct wage rate for the class and locality from the Industrial Statistician. The Contractor shall provide a copy of these determinations to King County. Before commencement and upon completion of work, the Contractor shall file the forms and pay the filing fees as required by L&I. Any questions regarding the state prevailing wage determinations should be addressed to:

Industrial Statistician
Department of Labor and Industries
Prevailing Wage Office
PO Box 44540
Olympia, Washington, 98504-4540

Phone: 360-902-5335.

http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

END OF SECTION

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage
King County

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

Journey Level Prevailing Wage Rates for the Effective Date: 08/31/2019

Trade	Job Classification	Wage	Holiday	Overtime	Note
Asbestos Abatement Workers	Journey Level	$50.86	5D	1H	
Boilermakers	Journey Level	$69.04	5N	1C	
Brick Mason	Journey Level	$58.82	5A	1M	
Brick Mason	Pointer-Caulker-Cleaner	$58.82	5A	1M	
Building Service Employees	Janitor	$25.58	5S	2F	
Building Service Employees	Traveling Waxer/Shampooer	$26.03	5S	2F	
Building Service Employees	Window Cleaner (Non-Scaffold)	$29.33	5S	2F	
Building Service Employees	Window Cleaner (Scaffold)	$30.33	5S	2F	
Cabinet Makers (In Shop)	Journey Level	$22.74		1	
Carpenters	Acoustical Worker	$62.44	7A	4C	
Carpenters	Bridge, Dock And Wharf Carpenters	$62.44	7A	4C	
Carpenters	Carpenter	$62.44	7A	4C	
Carpenters	Carpenters on Stationary Tools	$62.57	7A	4C	
Carpenters	Creosoted Material	$62.54	7A	4C	
Carpenters	Floor Finisher	$62.44	7A	4C	
Carpenters	Floor Layer	$62.44	7A	4C	
Carpenters	Scaffold Erector	$62.44	7A	4C	
Cement Masons	Application of all Composition Mastic	$62.97	7A	4U	
Cement Masons	Application of all Epoxy Material	$62.47	7A	4U	
Cement Masons	Application of all Plastic Material	$62.97	7A	4U	
Cement Masons	Application of Sealing Compound	$62.47	7A	4U	
Cement Masons	Application of Underlayment	$62.97	7A	4U	
Cement Masons	Building General	$62.47	7A	4U	
Cement Masons	Composition or Kalman Floors	$62.97	7A	4U	
Cement Masons	Concrete Paving	$62.47	7A	4U	
Cement Masons	Curb & Gutter Machine	$62.97	7A	4U	
Cement Masons	Curb & Gutter, Sidewalks	$62.47	7A	4U	
Cement Masons	Curing Concrete	$62.47	7A	4U	
Cement Masons	Finish Colored Concrete	$62.97	7A	4U	
Cement Masons	Floor Grinding	$62.97	7A	4U	
Cement Masons	Floor Grinding/Polisher	$62.47	7A	4U	
Cement Masons	Green Concrete Saw, self-powered	$62.97	7A	4U	
Cement Masons	Grouting of all Plates	$62.47	7A	4U	
Cement Masons	Grouting of all Tilt-up Panels	$62.47	7A	4U	

Trade	Job Classification	Wage	Holiday	Overtime	Note
Cement Masons	Gunite Nozzleman	$62.97	7A	4U	
Cement Masons	Hand Powered Grinder	$62.97	7A	4U	
Cement Masons	Journey Level	$62.47	7A	4U	
Cement Masons	Patching Concrete	$62.47	7A	4U	
Cement Masons	Pneumatic Power Tools	$62.97	7A	4U	
Cement Masons	Power Chipping & Brushing	$62.97	7A	4U	
Cement Masons	Sand Blasting Architectural Finish	$62.97	7A	4U	
Cement Masons	Screed & Rodding Machine	$62.97	7A	4U	
Cement Masons	Spackling or Skim Coat Concrete	$62.47	7A	4U	
Cement Masons	Troweling Machine Operator	$62.97	7A	4U	
Cement Masons	Troweling Machine Operator on Colored Slabs	$62.97	7A	4U	
Cement Masons	Tunnel Workers	$62.97	7A	4U	
Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	$116.20	7A	4C	
Divers & Tenders	Dive Supervisor/Master	$79.23	7A	4C	
Divers & Tenders	Diver	$116.20	7A	4C	8V
Divers & Tenders	Diver On Standby	$74.23	7A	4C	
Divers & Tenders	Diver Tender	$67.31	7A	4C	
Divers & Tenders	Manifold Operator	$67.31	7A	4C	
Divers & Tenders	Manifold Operator Mixed Gas	$72.31	7A	4C	
Divers & Tenders	Remote Operated Vehicle Operator/Technician	$67.31	7A	4C	
Divers & Tenders	Remote Operated Vehicle Tender	$67.31	7A	4C	
Dredge Workers	Assistant Engineer	$56.44	5D	3F	
Dredge Workers	Assistant Mate (Deckhand)	$56.00	5D	3F	
Dredge Workers	Boatmen	$56.44	5D	3F	
Dredge Workers	Engineer Welder	$57.51	5D	3F	
Dredge Workers	Leverman, Hydraulic	$58.67	5D	3F	
Dredge Workers	Mates	$56.44	5D	3F	
Dredge Workers	Oiler	$56.00	5D	3F	
Drywall Applicator	Journey Level	$62.44	5D	1H	
Drywall Tapers	Journey Level	$62.94	5P	1E	
Electrical Fixture Maintenance Workers	Journey Level	$30.59	5L	1E	
Electricians - Inside	Cable Splicer	$83.17	7C	4E	
Electricians - Inside	Cable Splicer (tunnel)	$89.34	7C	4E	
Electricians - Inside	Certified Welder	$80.36	7C	4E	
Electricians - Inside	Certified Welder (tunnel)	$86.25	7C	4E	
Electricians - Inside	Construction Stock Person	$41.48	7C	4E	
Electricians - Inside	Journey Level	$77.55	7C	4E	
Electricians - Inside	Journey Level (tunnel)	$83.17	7C	4E	
Electricians - Motor Shop	Journey Level	$45.08	5A	1B	
Electricians - Powerline Construction	Cable Splicer	$79.60	5A	4D	
Electricians - Powerline Construction	Certified Line Welder	$72.98	5A	4D	
Electricians - Powerline Construction	Groundperson	$47.94	5A	4D	
Electricians - Powerline Construction	Heavy Line Equipment Operator	$72.98	5A	4D	
Electricians - Powerline Construction	Journey Level Lineperson	$72.98	5A	4D	
Electricians - Powerline Construction	Line Equipment Operator	$62.06	5A	4D	

Trade	Job Classification	Wage	Holiday	Overtime	Note
Electricians - Powerline Construction	Meter Installer	$47.94	5A	4D	8W
Electricians - Powerline Construction	Pole Sprayer	$72.98	5A	4D	
Electricians - Powerline Construction	Powderperson	$54.55	5A	4D	
Electronic Technicians	Journey Level	$51.07	7E	1E	
Elevator Constructors	Mechanic	$94.22	7D	4A	
Elevator Constructors	Mechanic In Charge	$101.73	7D	4A	
Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	$18.25	5B	1R	
Fence Erectors	Fence Erector	$43.11	7A	4V	8Y
Fence Erectors	Fence Laborer	$43.11	7A	4V	8Y
Flaggers	Journey Level	$43.11	7A	4V	8Y
Glaziers	Journey Level	$66.51	7L	1Y	
Heat & Frost Insulators And Asbestos Workers	Journeyman	$76.61	5J	4H	
Heating Equipment Mechanics	Journey Level	$85.88	7F	1E	
Hod Carriers & Mason Tenders	Journey Level	$52.44	7A	4V	8Y
Industrial Power Vacuum Cleaner	Journey Level	$12.00		1	
Inland Boatmen	Boat Operator	$61.41	5B	1K	
Inland Boatmen	Cook	$56.48	5B	1K	
Inland Boatmen	Deckhand	$57.48	5B	1K	
Inland Boatmen	Deckhand Engineer	$58.81	5B	1K	
Inland Boatmen	Launch Operator	$58.89	5B	1K	
Inland Boatmen	Mate	$57.31	5B	1K	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	$31.49		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	$12.00		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	$24.91		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	$19.33		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	$20.45		1	
Insulation Applicators	Journey Level	$62.44	7A	4C	
Ironworkers	Journeyman	$72.18	7N	1O	
Laborers	Air, Gas Or Electric Vibrating Screed	$50.86	7A	4V	8Y
Laborers	Airtrac Drill Operator	$52.44	7A	4V	8Y
Laborers	Ballast Regular Machine	$50.86	7A	4V	8Y
Laborers	Batch Weighman	$43.11	7A	4V	8Y
Laborers	Brick Pavers	$50.86	7A	4V	8Y
Laborers	Brush Cutter	$50.86	7A	4V	8Y
Laborers	Brush Hog Feeder	$50.86	7A	4V	8Y
Laborers	Burner	$50.86	7A	4V	8Y
Laborers	Caisson Worker	$52.44	7A	4V	8Y
Laborers	Carpenter Tender	$50.86	7A	4V	8Y
Laborers	Cement Dumper-paving	$51.80	7A	4V	8Y
Laborers	Cement Finisher Tender	$50.86	7A	4V	8Y
Laborers	Change House Or Dry Shack	$50.86	7A	4V	8Y
Laborers	Chipping Gun (30 Lbs. And Over)	$51.80	7A	4V	8Y

Trade	Job Classification	Wage	Holiday	Overtime	Note
Laborers	Chipping Gun (Under 30 Lbs.)	$50.86	7A	4V	8Y
Laborers	Choker Setter	$50.86	7A	4V	8Y
Laborers	Chuck Tender	$50.86	7A	4V	8Y
Laborers	Clary Power Spreader	$51.80	7A	4V	8Y
Laborers	Clean-up Laborer	$50.86	7A	4V	8Y
Laborers	Concrete Dumper/Chute Operator	$51.80	7A	4V	8Y
Laborers	Concrete Form Stripper	$50.86	7A	4V	8Y
Laborers	Concrete Placement Crew	$51.80	7A	4V	8Y
Laborers	Concrete Saw Operator/Core Driller	$51.80	7A	4V	8Y
Laborers	Crusher Feeder	$43.11	7A	4V	8Y
Laborers	Curing Laborer	$50.86	7A	4V	8Y
Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	$50.86	7A	4V	8Y
Laborers	Ditch Digger	$50.86	7A	4V	8Y
Laborers	Diver	$52.44	7A	4V	8Y
Laborers	Drill Operator (Hydraulic, Diamond)	$51.80	7A	4V	8Y
Laborers	Dry Stack Walls	$50.86	7A	4V	8Y
Laborers	Dump Person	$50.86	7A	4V	8Y
Laborers	Epoxy Technician	$50.86	7A	4V	8Y
Laborers	Erosion Control Worker	$50.86	7A	4V	8Y
Laborers	Faller & Bucker Chain Saw	$51.80	7A	4V	8Y
Laborers	Fine Graders	$50.86	7A	4V	8Y
Laborers	Firewatch	$43.11	7A	4V	8Y
Laborers	Form Setter	$50.86	7A	4V	8Y
Laborers	Gabian Basket Builders	$50.86	7A	4V	8Y
Laborers	General Laborer	$50.86	7A	4V	8Y
Laborers	Grade Checker & Transit Person	$52.44	7A	4V	8Y
Laborers	Grinders	$50.86	7A	4V	8Y
Laborers	Grout Machine Tender	$50.86	7A	4V	8Y
Laborers	Groutmen (Pressure) Including Post Tension Beams	$51.80	7A	4V	8Y
Laborers	Guardrail Erector	$50.86	7A	4V	8Y
Laborers	Hazardous Waste Worker (Level A)	$52.44	7A	4V	8Y
Laborers	Hazardous Waste Worker (Level B)	$51.80	7A	4V	8Y
Laborers	Hazardous Waste Worker (Level C)	$50.86	7A	4V	8Y
Laborers	High Scaler	$52.44	7A	4V	8Y
Laborers	Jackhammer	$51.80	7A	4V	8Y
Laborers	Laserbeam Operator	$51.80	7A	4V	8Y
Laborers	Maintenance Person	$50.86	7A	4V	8Y
Laborers	Manhole Builder-Mudman	$51.80	7A	4V	8Y
Laborers	Material Yard Person	$50.86	7A	4V	8Y
Laborers	Motorman-Dinky Locomotive	$51.80	7A	4V	8Y
Laborers	Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Blaster, Vacuum Blaster)	$51.80	7A	4V	8Y
Laborers	Pavement Breaker	$51.80	7A	4V	8Y
Laborers	Pilot Car	$43.11	7A	4V	8Y

Trade	Job Classification	Wage	Holiday	Overtime	Note
Laborers	Pipe Layer Lead	$52.44	7A	4V	8Y
Laborers	Pipe Layer/Tailor	$51.80	7A	4V	8Y
Laborers	Pipe Pot Tender	$51.80	7A	4V	8Y
Laborers	Pipe Reliner	$51.80	7A	4V	8Y
Laborers	Pipe Wrapper	$51.80	7A	4V	8Y
Laborers	Pot Tender	$50.86	7A	4V	8Y
Laborers	Powderman	$52.44	7A	4V	8Y
Laborers	Powderman's Helper	$50.86	7A	4V	8Y
Laborers	Power Jacks	$51.80	7A	4V	8Y
Laborers	Railroad Spike Puller - Power	$51.80	7A	4V	8Y
Laborers	Raker - Asphalt	$52.44	7A	4V	8Y
Laborers	Re-timberman	$52.44	7A	4V	8Y
Laborers	Remote Equipment Operator	$51.80	7A	4V	8Y
Laborers	Rigger/Signal Person	$51.80	7A	4V	8Y
Laborers	Rip Rap Person	$50.86	7A	4V	8Y
Laborers	Rivet Buster	$51.80	7A	4V	8Y
Laborers	Rodder	$51.80	7A	4V	8Y
Laborers	Scaffold Erector	$50.86	7A	4V	8Y
Laborers	Scale Person	$50.86	7A	4V	8Y
Laborers	Sloper (Over 20")	$51.80	7A	4V	8Y
Laborers	Sloper Sprayer	$50.86	7A	4V	8Y
Laborers	Spreader (Concrete)	$51.80	7A	4V	8Y
Laborers	Stake Hopper	$50.86	7A	4V	8Y
Laborers	Stock Piler	$50.86	7A	4V	8Y
Laborers	Swinging Stage/Boatswain Chair	$43.11	7A	4V	8Y
Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	$51.80	7A	4V	8Y
Laborers	Tamper (Multiple & Self-propelled)	$51.80	7A	4V	8Y
Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	$51.80	7A	4V	8Y
Laborers	Toolroom Person (at Jobsite)	$50.86	7A	4V	8Y
Laborers	Topper	$50.86	7A	4V	8Y
Laborers	Track Laborer	$50.86	7A	4V	8Y
Laborers	Track Liner (Power)	$51.80	7A	4V	8Y
Laborers	Traffic Control Laborer	$46.10	7A	4V	9C
Laborers	Traffic Control Supervisor	$46.10	7A	4V	9C
Laborers	Truck Spotter	$50.86	7A	4V	8Y
Laborers	Tugger Operator	$51.80	7A	4V	8Y
Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	$120.61	7A	4V	9B
Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	$125.64	7A	4V	9B
Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	$129.32	7A	4V	9B
Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	$135.02	7A	4V	9B
Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	$137.14	7A	4V	9B

Trade	Job Classification	Wage	Holiday	Overtime	Note
Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	$142.24	7A	4V	9B
Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	$144.14	7A	4V	9B
Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	$146.14	7A	4V	9B
Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	$148.14	7A	4V	9B
Laborers	Tunnel Work-Guage and Lock Tender	$52.54	7A	4V	8Y
Laborers	Tunnel Work-Guage and Lock Tender	$52.54	7A	4V	8Y
Laborers	Vibrator	$51.80	7A	4V	8Y
Laborers	Vinyl Seamer	$50.86	7A	4V	8Y
Laborers	Watchman	$39.18	7A	4V	8Y
Laborers	Welder	$51.80	7A	4V	8Y
Laborers	Well Point Laborer	$51.80	7A	4V	8Y
Laborers	Window Washer/Cleaner	$39.18	7A	4V	8Y
Laborers - Underground Sewer & Water	General Laborer & Topman	$50.86	7A	4V	8Y
Laborers - Underground Sewer & Water	Pipe Layer	$51.80	7A	4V	8Y
Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	$39.18	7A	4V	8Y
Landscape Construction	Landscape Operator	$68.02	7A	3K	8X
Landscape Maintenance	Groundskeeper	$17.87		1	
Lathers	Journey Level	$62.44	5D	1H	
Marble Setters	Journey Level	$58.82	5A	1M	
Metal Fabrication (In Shop)	Fitter	$15.86		1	
Metal Fabrication (In Shop)	Laborer	$12.00		1	
Metal Fabrication (In Shop)	Machine Operator	$13.04		1	
Metal Fabrication (In Shop)	Painter	$12.00		1	
Metal Fabrication (In Shop)	Welder	$15.48		1	
Millwright	Journey Level	$63.94	7A	4C	
Modular Buildings	Cabinet Assembly	$12.00		1	
Modular Buildings	Electrician	$12.00		1	
Modular Buildings	Equipment Maintenance	$12.00		1	
Modular Buildings	Plumber	$12.00		1	
Modular Buildings	Production Worker	$12.00		1	
Modular Buildings	Tool Maintenance	$12.00		1	
Modular Buildings	Utility Person	$12.00		1	
Modular Buildings	Welder	$12.00		1	
Painters	Journey Level	$43.40	6Z	2B	
Pile Driver	Crew Tender	$67.31	7A	4C	
Pile Driver	Crew Tender/Technician	$67.31	7A	4C	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	$77.93	7A	4C	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	$82.93	7A	4C	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	$86.93	7A	4C	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	$91.93	7A	4C	

Trade	Job Classification	Wage	Holiday	Overtime	Note
Pile Driver	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	$94.43	7A	4C	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	$99.43	7A	4C	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	$101.43	7A	4C	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	$103.43	7A	4C	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	$105.43	7A	4C	
Pile Driver	Journey Level	$62.69	7A	4C	
Plasterers	Journey Level	$59.42	7Q	1R	
Playground & Park Equipment Installers	Journey Level	$12.00		1	
Plumbers & Pipefitters	Journey Level	$87.69	6Z	1G	
Power Equipment Operators	Asphalt Plant Operators	$69.16	7A	3K	8X
Power Equipment Operators	Assistant Engineer	$65.05	7A	3K	8X
Power Equipment Operators	Barrier Machine (zipper)	$68.55	7A	3K	8X
Power Equipment Operators	Batch Plant Operator: concrete	$68.55	7A	3K	8X
Power Equipment Operators	Bobcat	$65.05	7A	3K	8X
Power Equipment Operators	Brokk - Remote Demolition Equipment	$65.05	7A	3K	8X
Power Equipment Operators	Brooms	$65.05	7A	3K	8X
Power Equipment Operators	Bump Cutter	$68.55	7A	3K	8X
Power Equipment Operators	Cableways	$69.16	7A	3K	8X
Power Equipment Operators	Chipper	$68.55	7A	3K	8X
Power Equipment Operators	Compressor	$65.05	7A	3K	8X
Power Equipment Operators	Concrete Finish Machine - Laser Screed	$65.05	7A	3K	8X
Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$68.02	7A	3K	8X
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	$69.16	7A	3K	8X
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$68.55	7A	3K	8X
Power Equipment Operators	Conveyors	$68.02	7A	3K	8X
Power Equipment Operators	Cranes friction: 200 tons and over	$71.26	7A	3K	8X
Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150’ of boom (including jib with attachments)	$69.85	7A	3K	8X
Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	$68.55	7A	3K	8X
Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250’ of boom including jib with attachments	$70.57	7A	3K	8X
Power Equipment Operators	Cranes: 300 tons and over or 300’ of boom including jib with attachments	$71.26	7A	3K	8X
Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	$69.16	7A	3K	8X
Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	$65.05	7A	3K	8X
Power Equipment Operators	Cranes: Friction cranes through 199 tons	$70.57	7A	3K	8X
Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	$68.02	7A	3K	8X

Trade	Job Classification	Wage	Holiday	Overtime	Note
Power Equipment Operators	Crusher	$68.55	7A	3K	8X
Power Equipment Operators	Deck Engineer/Deck Winches (power)	$68.55	7A	3K	8X
Power Equipment Operators	Derricks, On Building Work	$69.16	7A	3K	8X
Power Equipment Operators	Dozers D-9 & Under	$68.02	7A	3K	8X
Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	$68.02	7A	3K	8X
Power Equipment Operators	Drilling Machine	$69.85	7A	3K	8X
Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	$65.05	7A	3K	8X
Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$68.55	7A	3K	8X
Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	$68.02	7A	3K	8X
Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	$65.05	7A	3K	8X
Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	$68.55	7A	3K	8X
Power Equipment Operators	Gradechecker/Stakeman	$65.05	7A	3K	8X
Power Equipment Operators	Guardrail Punch	$68.55	7A	3K	8X
Power Equipment Operators	Hard Tail End Dump Articulating Off-Road Equipment 45 Yards. & Over	$69.16	7A	3K	8X
Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$68.55	7A	3K	8X
Power Equipment Operators	Horizontal/Directional Drill Locator	$68.02	7A	3K	8X
Power Equipment Operators	Horizontal/Directional Drill Operator	$68.55	7A	3K	8X
Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	$68.02	7A	3K	8X
Power Equipment Operators	Hydralifts/Boom Trucks, 10 Tons And Under	$65.05	7A	3K	8X
Power Equipment Operators	Loader, Overhead 8 Yards. & Over	$69.85	7A	3K	8X
Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$69.16	7A	3K	8X
Power Equipment Operators	Loaders, Overhead Under 6 Yards	$68.55	7A	3K	8X
Power Equipment Operators	Loaders, Plant Feed	$68.55	7A	3K	8X
Power Equipment Operators	Loaders: Elevating Type Belt	$68.02	7A	3K	8X
Power Equipment Operators	Locomotives, All	$68.55	7A	3K	8X
Power Equipment Operators	Material Transfer Device	$68.55	7A	3K	8X
Power Equipment Operators	Mechanics, All (leadmen - $0.50 Per Hour Over Mechanic)	$69.85	7A	3K	8X
Power Equipment Operators	Motor Patrol Graders	$69.16	7A	3K	8X
Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$69.16	7A	3K	8X
Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$65.05	7A	3K	8X
Power Equipment Operators	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	$68.02	7A	3K	8X
Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	$68.55	7A	3K	8X
Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	$69.85	7A	3K	8X
Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	$69.16	7A	3K	8X

Trade	Job Classification	Wage	Holiday	Overtime	Note
Power Equipment Operators	Pavement Breaker	$65.05	7A	3K	8X
Power Equipment Operators	Pile Driver (other Than Crane Mount)	$68.55	7A	3K	8X
Power Equipment Operators	Plant Oiler - Asphalt, Crusher	$68.02	7A	3K	8X
Power Equipment Operators	Posthole Digger, Mechanical	$65.05	7A	3K	8X
Power Equipment Operators	Power Plant	$65.05	7A	3K	8X
Power Equipment Operators	Pumps - Water	$65.05	7A	3K	8X
Power Equipment Operators	Quad 9, Hd 41, D10 And Over	$69.16	7A	3K	8X
Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	$65.05	7A	3K	8X
Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	$69.16	7A	3K	8X
Power Equipment Operators	Rigger and Bellman	$65.05	7A	3K	8X
Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	$68.02	7A	3K	8X
Power Equipment Operators	Rollagon	$69.16	7A	3K	8X
Power Equipment Operators	Roller, Other Than Plant Mix	$65.05	7A	3K	8X
Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	$68.02	7A	3K	8X
Power Equipment Operators	Roto-mill, Roto-grinder	$68.55	7A	3K	8X
Power Equipment Operators	Saws - Concrete	$68.02	7A	3K	8X
Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	$68.55	7A	3K	8X
Power Equipment Operators	Scrapers - Concrete & Carry All	$68.02	7A	3K	8X
Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	$69.16	7A	3K	8X
Power Equipment Operators	Service Engineers - Equipment	$68.02	7A	3K	8X
Power Equipment Operators	Shotcrete/Gunite Equipment	$65.05	7A	3K	8X
Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons	$68.02	7A	3K	8X
Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$69.16	7A	3K	8X
Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$68.55	7A	3K	8X
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$69.85	7A	3K	8X
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$70.57	7A	3K	8X
Power Equipment Operators	Slipform Pavers	$69.16	7A	3K	8X
Power Equipment Operators	Spreader, Topsider & Screedman	$69.16	7A	3K	8X
Power Equipment Operators	Subgrader Trimmer	$68.55	7A	3K	8X
Power Equipment Operators	Tower Bucket Elevators	$68.02	7A	3K	8X
Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	$69.85	7A	3K	8X
Power Equipment Operators	Tower Crane: over 175’ through 250’ in height, base to boom	$70.57	7A	3K	8X
Power Equipment Operators	Tower Cranes: over 250’ in height from base to boom	$71.26	7A	3K	8X
Power Equipment Operators	Transporters, All Track Or Truck Type	$69.16	7A	3K	8X
Power Equipment Operators	Trenching Machines	$68.02	7A	3K	8X
Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	$68.55	7A	3K	8X
Power Equipment Operators	Truck Crane Oiler/Driver Under 100 Tons	$68.02	7A	3K	8X
Power Equipment Operators	Truck Mount Portable Conveyor	$68.55	7A	3K	8X

Trade	Job Classification	Wage	Holiday	Overtime	Note
Power Equipment Operators	Welder	$69.16	7A	3K	8X
Power Equipment Operators	Wheel Tractors, Farmall Type	$65.05	7A	3K	8X
Power Equipment Operators	Yo Yo Pay Dozer	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Bobcat	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Brooms	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Bump Cutter	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Cableways	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Chipper	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Compressor	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - Laser Screed	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Conveyors	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Cranes friction: 200 tons and over	$71.26	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150’ of boom (including jib with attachments)	$69.85	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250’ of boom including jib with attachments	$70.57	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300’ of boom including jib with attachments	$71.26	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	$65.05	7A	3K	8X

Trade	Job Classification	Wage	Holiday	Overtime	Note
Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	$70.57	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Crusher	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Drilling Machine	$69.85	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-Road Equipment 45 Yards. & Over	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks Over 10 Tons	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks, 10 Tons And Under	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	$69.85	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	$68.02	7A	3K	8X

Trade	Job Classification	Wage	Holiday	Overtime	Note
Power Equipment Operators- Underground Sewer & Water	Locomotives, All	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Mechanics, All (leadmen - $0.50 Per Hour Over Mechanic)	$69.85	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	$69.85	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Power Plant	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Pumps - Water	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Rollagon	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	$68.02	7A	3K	8X

Trade	Job Classification	Wage	Holiday	Overtime	Note
Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$69.85	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$70.57	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	$69.85	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175’ through 250’ in height, base to boom	$70.57	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250’ in height from base to boom	$71.26	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Trenching Machines	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver Under 100 Tons	$68.02	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	$68.55	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Welder	$69.16	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	$65.05	7A	3K	8X
Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	$68.55	7A	3K	8X
Power Line Clearance Tree Trimmers	Journey Level In Charge	$50.96	5A	4A	
Power Line Clearance Tree Trimmers	Spray Person	$48.35	5A	4A	

Trade	Job Classification	Wage	Holiday	Overtime	Note
Power Line Clearance Tree Trimmers	Tree Equipment Operator	$50.96	5A	4A	
Power Line Clearance Tree Trimmers	Tree Trimmer	$45.54	5A	4A	
Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	$34.51	5A	4A	
Refrigeration & Air Conditioning Mechanics	Journey Level	$82.51	6Z	1G	
Residential Brick Mason	Journey Level	$58.82	5A	1M	
Residential Carpenters	Journey Level	$32.06		1	
Residential Cement Masons	Journey Level	$29.25		1	
Residential Drywall Applicators	Journey Level	$46.43	7A	4C	
Residential Drywall Tapers	Journey Level	$47.17	5P	1E	
Residential Electricians	Journey Level	$36.01		1	
Residential Glaziers	Journey Level	$44.15	7L	1H	
Residential Insulation Applicators	Journey Level	$29.87		1	
Residential Laborers	Journey Level	$26.18		1	
Residential Marble Setters	Journey Level	$27.38		1	
Residential Painters	Journey Level	$27.80		1	
Residential Plumbers & Pipefitters	Journey Level	$39.43		1	
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	$54.12	5A	1G	
Residential Sheet Metal Workers	Journey Level (Field or Shop)	$51.89	7F	1R	
Residential Soft Floor Layers	Journey Level	$51.07	5A	3J	
Residential Sprinkler Fitters (Fire Protection)	Journey Level	$48.18	5C	2R	
Residential Stone Masons	Journey Level	$58.82	5A	1M	
Residential Terrazzo Workers	Journey Level	$54.06	5A	1M	
Residential Terrazzo/Tile Finishers	Journey Level	$24.39		1	
Residential Tile Setters	Journey Level	$21.04		1	
Roofers	Journey Level	$53.27	5A	3H	
Roofers	Using Irritable Bituminous Materials	$56.27	5A	3H	
Sheet Metal Workers	Journey Level (Field or Shop)	$85.88	7F	1E	
Shipbuilding & Ship Repair	New Construction Boilermaker	$36.36	7V	1	
Shipbuilding & Ship Repair	New Construction Carpenter	$36.36	7V	1	
Shipbuilding & Ship Repair	New Construction Crane Operator	$36.36	7V	1	
Shipbuilding & Ship Repair	New Construction Electrician	$36.36	7V	1	
Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	$76.61	5J	4H	
Shipbuilding & Ship Repair	New Construction Laborer	$36.36	7V	1	
Shipbuilding & Ship Repair	New Construction Machinist	$36.36	7V	1	
Shipbuilding & Ship Repair	New Construction Operating Engineer	$36.36	7V	1	
Shipbuilding & Ship Repair	New Construction Painter	$36.36	7V	1	
Shipbuilding & Ship Repair	New Construction Pipefitter	$36.36	7V	1	
Shipbuilding & Ship Repair	New Construction Rigger	$36.36	7V	1	
Shipbuilding & Ship Repair	New Construction Sheet Metal	$36.36	7V	1	
Shipbuilding & Ship Repair	New Construction Shipfitter	$36.36	7V	1	
Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	$36.36	7V	1	
Shipbuilding & Ship Repair	New Construction Welder / Burner	$36.36	7V	1	
Shipbuilding & Ship Repair	Ship Repair Boilermaker	$46.15	7X	4J	
Shipbuilding & Ship Repair	Ship Repair Carpenter	$44.95	7X	4J	
Shipbuilding & Ship Repair	Ship Repair Crane Operator	$45.06	7Y	4K	

Trade	Job Classification	Wage	Holiday	Overtime	Note
Shipbuilding & Ship Repair	Ship Repair Electrician	$46.15	7X	4J	
Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	$76.61	5J	4H	
Shipbuilding & Ship Repair	Ship Repair Laborer	$46.15	7X	4J	
Shipbuilding & Ship Repair	Ship Repair Machinist	$46.15	7X	4J	
Shipbuilding & Ship Repair	Ship Repair Operating Engineer	$45.06	7Y	4K	
Shipbuilding & Ship Repair	Ship Repair Painter	$46.15	7X	4J	
Shipbuilding & Ship Repair	Ship Repair Pipefitter	$46.15	7X	4J	
Shipbuilding & Ship Repair	Ship Repair Rigger	$46.15	7X	4J	
Shipbuilding & Ship Repair	Ship Repair Sheet Metal	$46.15	7X	4J	
Shipbuilding & Ship Repair	Ship Repair Shipwright	$44.95	7X	4J	
Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	$45.06	7Y	4K	
Sign Makers & Installers (Electrical)	Journey Level	$50.90	0	1	
Sign Makers & Installers (Non-Electrical)	Journey Level	$31.52	0	1	
Soft Floor Layers	Journey Level	$51.07	5A	3J	
Solar Controls For Windows	Journey Level	$12.44		1	
Sprinkler Fitters (Fire Protection)	Journey Level	$81.39	5C	1X	
Stage Rigging Mechanics (Non Structural)	Journey Level	$13.23		1	
Stone Masons	Journey Level	$58.82	5A	1M	
Street And Parking Lot Sweeper Workers	Journey Level	$19.09		1	
Surveyors	Assistant Construction Site Surveyor	$62.71	7A	3K	8X
Surveyors	Assistant Construction Site Surveyor	$62.71	7A	3K	8X
Surveyors	Chainman	$58.93	7A	3C	8P
Surveyors	Construction Site Surveyor	$63.76	7A	3K	8X
Telecommunication Technicians	Journey Level	$51.07	7E	1E	
Telephone Line Construction - Outside	Cable Splicer	$41.81	5A	2B	
Telephone Line Construction - Outside	Hole Digger/Ground Person	$23.53	5A	2B	
Telephone Line Construction - Outside	Installer (Repairer)	$40.09	5A	2B	
Telephone Line Construction - Outside	Special Aparatus Installer I	$41.81	5A	2B	
Telephone Line Construction - Outside	Special Apparatus Installer II	$40.99	5A	2B	
Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	$41.81	5A	2B	
Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	$38.92	5A	2B	
Telephone Line Construction - Outside	Telephone Lineperson	$38.92	5A	2B	
Telephone Line Construction - Outside	Television Groundperson	$22.32	5A	2B	
Telephone Line Construction - Outside	Television Lineperson/Installer	$29.60	5A	2B	
Telephone Line Construction - Outside	Television System Technician	$35.20	5A	2B	
Telephone Line Construction - Outside	Television Technician	$31.67	5A	2B	
Telephone Line Construction - Outside	Tree Trimmer	$38.92	5A	2B	
Terrazzo Workers	Journey Level	$54.06	5A	1M	
Tile Setters	Journey Level	$54.06	5A	1M	
Tile, Marble & Terrazzo Finishers	Finisher	$44.89	5A	1B	
Traffic Control Stripers	Journey Level	$47.68	7A	1K	
Truck Drivers	Asphalt Mix Over 16 Yards	$61.59	5D	4Y	8L
Truck Drivers	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	$61.59	5D	4Y	8L
Truck Drivers	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	$60.75	5D	4Y	8L
Truck Drivers	Asphalt Mix To 16 Yards	$60.75	5D	4Y	8L

Trade	Job Classification	Wage	Holiday	Overtime	Note
Truck Drivers	Asphalt Mix To 16 Yards (W. WA-Joint Council 28)	$60.75	5D	4Y	8L
Truck Drivers	Dump Truck	$60.75	5D	4Y	8L
Truck Drivers	Dump Truck & Trailer	$61.59	5D	4Y	8L
Truck Drivers	Dump Truck & Trailer	$60.75	5D	4Y	8L
Truck Drivers	Dump Truck (W. WA-Joint Council 28)	$60.75	5D	4Y	8L
Truck Drivers	Other Trucks	$61.59	5D	4Y	8L
Truck Drivers	Other Trucks (W. WA-Joint Council 28)	$61.59	5D	4Y	8L
Truck Drivers	Other Trucks (W. WA-Joint Council 28)	$60.75	5D	4Y	8L
Truck Drivers - Ready Mix	Dump Trucks, side end and bottom dump, including semi-trucks and trains or combinations thereof: Less than 16 yd. capacity	$60.75	5D	4Y	8L
Truck Drivers - Ready Mix	Transit Mix	$61.59	5D	4Y	8L
Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	$17.71		1	
Well Drillers & Irrigation Pump Installers	Oiler	$12.97		1	
Well Drillers & Irrigation Pump Installers	Well Driller	$18.00		1	

Publication Correction Notification

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage
King County

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

Publish Date: 10/8/2019 Effective Date: 11/7/2019

Trade	Corrected Job Classification	Corrected Wage	Incorrect Job Classification	Incorrect Wage
Divers & Tenders	Remote Operated Vehicle Tender	$62.69	Remote Operated Vehicle Tender	$67.31

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Overtime Codes

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

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.

J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.

K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.

P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.

R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

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

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.

W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.

Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

   C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.

   F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

   G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

   H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

   O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.

   R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

   U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

   W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.

3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar ($1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

   C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Overtime Codes Continued

3. E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.

F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.

J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.

C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

Overtime Codes Continued

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

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

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

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

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

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

F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

H. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.

4. M. All hours worked on Sunday and Holidays shall be paid at double the hourly rate. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time at time and one-half times the hourly rate.

N. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays, and all work performed between the hours of midnight (12:00 AM) and eight AM (8:00 AM) every day shall be paid at double the hourly rate of wage.

O. All hours worked between midnight Friday to midnight Sunday shall be paid at one and one-half the hourly rate of wage. After an employee has worked in excess of eight (8) continuous hours in any one or more calendar days, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of six (6) hours or more. All hours worked on Holidays shall be paid at double the hourly rate of wage.

P. All hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage.

Q. The first four (4) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday shall be paid at double the hourly rate. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

R. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

S. All hours worked on Saturdays and Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

T. The first two (2) hours of overtime for hours worked Monday-Friday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. For work on Saturday which is scheduled prior to the end of shift on Friday, the first six (6) hours work shall be paid at one and one-half times the hourly rate of wage, and all hours over (6) shall be paid double the hourly rate of wage. For work on Saturday which was assigned following the close of shift on Friday, all work shall be paid at double the hourly rate of wage.

U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

4. W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).

C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

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

H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).

I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).

K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).

5. L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).

N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.

Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).

S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).

T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

Holiday Codes Continued

6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).

G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).

H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).

T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

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

J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

7. L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.

X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken

on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.

7. Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.

Z. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

15. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

B. Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (9)

C. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8)

D. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and the day after Christmas.

E. Holidays: the day before New Years's Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day. (12)

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour.

L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $0.75, Level B: $0.50, And Level C: $0.25.

M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: $1.00, Levels C & D: $0.50.

N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $1.00, Level B: $0.75, Level C: $0.50, And Level D: $0.25.

P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: $2.00, Class B Suit: $1.50, Class C Suit: $1.00, And Class D Suit $0.50.

Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

8. S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: $2.00, Class B Suit: $1.50, And Class C Suit: $1.00. Workers performing underground work receive an additional $0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional $0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional $0.50 per hour.

V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

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

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

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

X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: $2.00, Class B Suit: $1.50, Class C Suit: $1.00, and Class D Suit: $0.50. Special Shift Premium: Basic hourly rate plus $2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

8. Z. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour.

Special Shift Premium: Basic hourly rate plus $2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Note Codes Continued

9. A. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour.

Special Shift Premium: Basic hourly rate plus $2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid $0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130’ to 199’ – $0.50 per hour over their classification rate.
(B) – 200’ to 299’ – $0.80 per hour over their classification rate.
(C) – 300’ and over – $1.00 per hour over their classification rate.

B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

SECTION 00300
FORM OF BID

Deliver to: King County Procurement & Payables Section
M.S. CNK-ES-0340
401 Fifth Avenue, 3rd Floor,
Seattle, Washington 98104.

The undersigned, as bidder, declares that we have examined the Contract Documents and that we will contract with King County on the Agreement form provided and at the prices and on the terms and conditions in the Contract Documents for: **SOUTH TREATMENT PLANT DAFT CARBON ORT CARBON REPLACEMENT - REBID, CONTRACT C01400C19**.

We agree that the Form of Bid constitutes our bid. To be responsive, a bid guaranty bond issued by a surety licensed to conduct business in the state of Washington, or a cashier's check, certified check or money order payable to King County in the amount of 5% of the Total Bid Price must accompany our bid.

We agree that our bid constitutes an offer to King County which shall be binding for 90 days from the date of bid opening. If our bid is accepted, we agree to furnish, execute and deliver to King County all the forms in accordance with Section 00410, following the issuance of the Notice of Selection. We further agree, if awarded a contract, to plan and prosecute the work with such diligence that the work and portions thereof shall be completed and ready for use within the period set forth in these Contract Documents.

By submitting a bid we certify that we are currently registered as a Contractor in accordance with RCW 18.27 by the State of Washington and will remain so registered throughout the performance of the Contract. We further certify that we are skilled in the general class and type of work called for in the Contract Documents.

NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION
We affirm that we have read and understand the Contract Document setting forth the County's non-discrimination policy in contracting and those sections related to providing equal employment opportunities to all persons, including minorities, women and persons with disabilities and corresponding forms.

WAIVER OF INDUSTRIAL INSURANCE IMMUNITY
In accordance with the provisions of the Contract Documents and RCW 4.24.115, we waive any industrial insurance immunity and acknowledge this waiver was the subject of mutual negotiation.

TAXES
Taxes shall be in accordance with §00100.

Having carefully examined the Contract Documents, as well as the site of the work, and the availability of materials and labor, the Bidder proposes to perform the work identified in the Contract Documents under the terms and conditions contained herein for the price(s) set forth in the Bidding Schedule.

BIDDING SCHEDULE

The bidder is to provide a bid price to perform all work as specified or shown herein, including but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendents, labor and services, and field design, as well as any other ancillary costs associated with completing the work specified in these Contract Documents.

Bid item	Item Description	Lump Sum
1	Total Bid Price to perform all Work specified or shown in the Contract Documents.	$

BID EVALUATION AND CONTRACT AWARD

In accordance with the provisions of these Contract Documents, bids will be evaluated to determine the lowest Total Bid Price. A contract will be awarded, if at all, based on the lowest Total Bid Price proposed by a responsive and responsible bidder.

King County reserves the right to reject any bid, any portion of any bid and/or to reject all bids. King County further reserves the right, but without obligation, to waive informalities and irregularities.

FORM OF BID SIGNATURE

ACKNOWLEDGEMENT OF ADDENDA

We acknowledge addenda numbers _____ through _____ have been delivered to us and have been taken into account as a part of our Bid.

SIGNED this _____ day of _____ , 20_____

Name of Firm: _____

Address _____

City: _____ State / Zip: _____

Telephone: _____ Email Address: _____

WA State Contractor's License/Registration Number: _____

By: _____ _____
Signature *Print Name*

Title: _____

CONTRACTOR'S CONTACT INFORMATION

As an administrative convenience, please provide the name of Contractor's authorized representative who will serve as a contact person for this project during the bid evaluation process.

Contact Name: _____ Title: _____

Email Address: _____

Telephone: _____

END OF SECTION

SECTION 00310
BID GUARANTY BOND

KNOW ALL BY THESE PRESENTS: That we, _____ , as Principal, and _____ , as Surety, are jointly and severally held and firmly bound unto King County, hereinafter called the Obligee, each in the penal sum of five percent (5%) of the Principal's Total Bid Price for the work, this sum not to exceed _____ DOLLARS ($_____) (hereinafter referred to as "penal sum") of lawful money of the United States, for the payment whereof unto the Obligee.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of **South Treatment Plant DAFT Carbon ORT Carbon Replacement - REBID, Contract C01400C19**

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the Contract, and if the Principal, within the time specified, fulfills all of the requirements of the Contract Documents which are conditions precedent to the execution of the Agreement, enters into, executes and delivers to the Obligee an agreement on the form provided herein complete with evidences of insurance, and if the Principal, within the time specified, gives to the Obligee the Performance and Payment Bond on the forms provided herein, then this obligation shall be void; otherwise, the Principal and Surety shall pay unto the Obligee the penal sum; provided however, in no event shall the Surety's liability exceed the penal sum.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety and the Obligee and their respective heirs, executors, administrators, successors and assigns.

SIGNED this _____ day of _____ , 20_____.

Principal:		Surety:	
By:		By:	
Title:		Title:	
Address:		Address:	
City/Zip:		City/Zip:	
Telephone:		Telephone:	

Note: A dated power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this bid guaranty bond.

END OF SECTION

SECTION 00410
FORMS AND DOCUMENTS

The Bidder shall submit the following forms and documents to the Contract Specialist identified in §00020, unless otherwise noted. Bidders **ARE NOT** required to submit the forms and documents with their bid. Bidders may be rejected as not responsible for failure to submit the forms and documents in accordance with the directions below.

The forms and documents listed below, which are not provided by the Contract Specialist, may be accessed through the County's website at http://www.kingcounty.gov/depts/finance-business-operations/procurement/for-business/forms.aspx

TO BE SUBMITTED PRIOR TO NOTICE OF SELECTION

Submit the following forms within five (5) days after request by King County.

	Form/Document	Hard Copy Signed Originals	Electronic (PDF) Copy
1	Responsibility Detail Form See Section 00440-A1 *To be provided by Contract Specialist*	0	1
2	W-9 Request for Taxpayer Identification Number (*King County Substitute W-9)* Click here for Form	0	1
3	Automated Clearing House (ACH) Authorization Agreement *(Only required if selecting Electronic Payment Option)* Click here for Form	0	1

TO BE SUBMITTED AFTER NOTICE OF SELECTION

Submit the following forms within five (5) days after receipt of Notice of Selection. Contracts will not be executed prior to the receipt of the required forms and documents from the selected bidder.

	Form/Document	Hard Copy Signed Originals	Electronic (PDF) Copy
4	Retained Percentage Option Click here for Form	0	1
5	List of Subcontractors, Subconsultants, Suppliers Click here for Form	0	1
6	Performance and Payment Bond *To be provided by Contract Specialist*	1	1
7	Certificate of Insurance and Additional Insured Endorsement(s) *To be provided by Bidder's Insurance Broker*	0	1
8	Agreement *To be provided in Contract Volume 1 by the Contract Specialist via DocuSign once all other documents listed are received.*	0	1
Note: Other forms may be required during the course of work on this Contract.			

END OF SECTION

SECTION 00420
PERFORMANCE AND PAYMENT BOND

_____	_____
Contractor	Bond Number

KNOW ALL BY THESE PRESENTS: That we, _____ as Principal, and, _____ as Surety, a corporation legally doing business in the State of Washington, are held and firmly bound and obligated unto the State of Washington and King County, pursuant to Chapter 39.08 RCW, in the full sum of _____ _____Dollars ($_____) (Contract Price), and including any and all adjustments to the Contract Price, for the faithful performance of the Agreement referenced below, and for the payment of which sum we do bind ourselves, and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT** the Principal entered into a certain Agreement with **KING COUNTY,** for **South Treatment Plant DAFT Carbon ORT Carbon Replacement - REBID, Contract C01400C19** incorporated herein by this reference and including all Contract Documents. This bond shall cover all approved change orders, amendments and modifications as if they were in the original Agreement. Similarly, this bond shall cover payment to the State of Washington with respect to claims for taxes, increases and penalties imposed under Titles 50, 51, and 82 Revised Code of Washington (RCW).

NOW, THEREFORE, if the Principal shall faithfully perform all terms and conditions of such Agreement and pay all laborers, mechanics and subcontractors and materialmen, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and shall pay the State all taxes, increases and penalties under Titles 50, 51, and 82 RCW, which may be due, then this obligation is void, otherwise to remain in full force and effect until all claims filed in compliance with chapter 39.08, and all State claims under Titles 50, 51, and 82 RCW are resolved.

Provided, however, that the conditions of this obligation shall not apply to any money loaned or advanced to the Principal or to any subcontractor or other person in the performance of any such work.

IT IS FURTHER DECLARED AND AGREED that whenever the Principal shall be, and declared by Owner to be in default under the Agreement, the Owner having performed Owner's obligations thereunder, the Surety, at the request of the Owner, shall promptly remedy the default in a manner acceptable to the Owner.

SIGNED this _____ day of _____, 20_____.

Principal:	_____	Surety:	_____
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
City/Zip:	_____	City/Zip:	_____
Telephone:	_____	Telephone:	_____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this Performance and Payment Bond.

END OF SECTION

SECTION 00430
INSURANCE REQUIREMENTS

1.01 CONTRACTOR'S INSURANCE.

A. Within the time stated in the Notice of Selection, the Contractor shall file with King County Procurement and Payables (P&P) Section, Certificates of Insurance and Endorsements acceptable to the County meeting the requirements of the Contract (specific insurance coverage limits are set forth below). Thereafter, renewal Certificates of Insurance and Endorsements shall only be filed upon request by King County and within five (5) business days, unless otherwise specified. Coverage shall be maintained without interruption from the commencement of the Contractor's Work until Final Acceptance, or for such longer time as required by the Contract. Each policy obtained by Contractor shall be endorsed to provide County with 45 days notice of material changes to or cancellation of such policy.

B. If the scope of Work is significantly expanded, or if the aggregate limits on any of the Contractor's policies are eroded, the County may require Contractor to obtain additional coverage or reinstate eroded coverage. If the need for additional coverage is due to the fault of the Contractor or any of its Subcontractors, the Contractor shall be responsible for the cost of such additional coverage or any of its Subcontractors coverage. The Contractor shall provide proof of additional insurance required because of changed Work (Change Orders).

C. Review of Contractor's insurance by County shall not relieve or decrease the duty of the Contractor to comply with the requirements of the Contract Documents.

D. Nothing contained within these provisions shall affect and/or alter the application of any other provision within this agreement.

E. If the Contractor is required to correct damaged, defective or incomplete Work after Final Acceptance, it shall obtain at its own expense such insurance coverage as is required by the Contract, for the construction period. Such coverage shall be maintained throughout the period in which corrective work is performed.

1.02 WAIVER OF SUBROGATION

A. The Contractor waives all rights against the County, County's consultants, or any separate contractors, and their agents and employees, for damages caused by fire or other perils to the extent such damage cost is actually paid by property insurance applicable to the Work. The Contractor shall require similar waivers from all Subcontractors. This provision shall be valid and enforceable only to the extent permissible by the applicable property insurance policies.

1.03 EVIDENCE OF INSURANCE.

A. The Contractor shall furnish the County with Certificates of Insurance and endorsements required by this Contract in one (1) compiled PDF. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date of the policy. The Contractor shall, upon request of King County, make available to King County, in King County, certified copies of all such policies of insurance required in this Contract. Failure to provide such policies of insurance within a time acceptable to King County shall entitle King County to suspend or terminate the Contractor's work hereunder. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligation hereunder.

B. All subcontractors shall be required to include the County and Contractor as additional insureds on all Liability policies except Workers' Compensation and Professional Liability Errors and Omissions.

1.04 MINIMUM SCOPE AND LIMITS OF INSURANCE.

A. The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor, or that of any subcontractor, under this Contract. The Contractor and its subcontractor(s) shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage. Any provision in any Contractor, or subcontractor, insurance policy that restricts scope of coverage or available limits of liability to those specified in a written agreement or contract shall not apply.

B. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Contract. All insurance written on a "claims made" form must have its retroactive date be no later than the effective date of the Contract or when the Work begins. Insurance coverage shall be at least as broad as stated below and with limits no less than:

1. **General Liability**. $3,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a $3,000,000 aggregate limit. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01, or its substantive equivalent, covering **COMMERCIAL GENERAL LIABILITY.** Such insurance shall include coverage for, but not limited to, premises liability, ongoing operations, contractual liability, products and completed operations. Such limits may be satisfied with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy.

   (a) A per project aggregate must apply to the General Liability Policy.

   (b) **Explosion & Collapse, Underground Damage (XCU).** Coverages shall apply for the same limits as the General Liability. Evidence of Insurance must specifically state coverage has not been excluded.

   (c) If the scope of the Work involved the use of cranes, the overload boom exclusion is required to be removed from the general liability policy.

2. **Professional Liability Errors and Omissions.** $1,000,000 per claim/aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require Professional services, Professional Liability Errors and Omissions shall be provided prior to contract execution.

3. **Automobile Liability.** $1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. Such limits may be satisfied with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy.

4. **Workers' Compensation. Statutory requirements of the State of residency.** Coverage shall be at least as broad as Workers' Compensation coverage, as

required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

5. **Employer's Liability or "Stop Gap".** Coverage in the amount of $1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

6. **Builder's Risk/Installation Floater.** The Contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by King County, whichever is longer, "All Risk" Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse and theft. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof and including Owner-furnished equipment valued at $**79,000**. The policy shall be endorsed to cover the interests, as they may appear, of King County, Contractor and subcontractors of all tiers with King County and sub-contractors listed as a Named Insured. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by King County, the Contractor shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the Contractor or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.

7. **Contractor's Pollution Liability.** Contractor shall provide Contractor's Pollution Liability coverage in the amount of $1,000,000 per occurrence or claim and in the annual aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, cleanup costs and the loss of use of tangible property that has not been physically injured or destroyed. Coverage shall include non-owned disposal sites. Evidence of Insurance must specifically state that coverage is included.

1.05 DEDUCTIBLES/SELF-INSURED RETENTIONS.

A. Any deductibles and/or self-insured retentions of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor or its subcontractor(s).

1.06 OTHER INSURANCE PROVISIONS.

A. The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:

1. With respect to all Liability Policies except Professional Liability and Workers Compensation:

   (a) The County, its officers, officials, employees, agents, and representatives are to be covered as additional insureds, for full policy limits, as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Additional Insured status shall include Products-Completed Operations-CG 20 10 11/85 or its substantive equivalent.

(b) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents, and representatives. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, agents and representatives shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

(c) The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

1.07 ACCEPTABILITY OF INSURERS.

A. Unless otherwise approved by the County:

1. Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.

2. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Best's rating of B+; VII.

B. If at any time the foregoing required policies shall fail to meet the above minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

1.08 SUBCONTRACTORS.

A. The Contractor shall include all subcontractors as insured under its policies, or, alternatively, the Contractor must require each of its subcontractors to procure and maintain appropriate and reasonable insurance coverage and minimum insurance limits to cover each of the subcontractor's liabilities given the scope of work and the services being provided herein. All liability insurance policies (except Professional Liability and Workers' Compensation) provided by the subcontractor(s) must include the County, its officers, officials, agents and employees as additional insured, for full policy limits. Contractor is obligated to require and verify that all subcontractors maintain insurance and ensure that the County is included as additional insured. Upon request, and within five (5) business days, Contractor must provide evidence of subcontractor insurance coverage (including endorsements) to the County.

1.09 JOB SITE SAFETY.

A. The Contractor shall have the "**right to control**" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state, and local safety regulations governing the job site, employees and subcontractors. The Contractor shall be responsible for subcontractor's compliance with these provisions.

END OF SECTION

SECTION 00440
QUALIFICATION INFORMATION

1.0 RESPONSIBILITY EVALUATION

A. In accordance with RCW 39.04.350, the low responsive Bidder shall demonstrate to the satisfaction of King County that the Bidder, its subcontractor(s) and/or project team member(s), are responsible and qualified, at the time of bid submittal, to perform the Work under this Project.

B. To demonstrate their experience and qualifications, the Bidder shall provide all information identified below using the Responsibility Detail Form.

1.1 SUBMITTAL INFORMATION

A. Upon request by the County, the low responsive Bidder and the second low responsive Bidder shall be required to complete and submit the Section 00440-A1, Responsibility Detail Form which includes the Responsibility Attestation for this Project and provide any additional required information within five (5) business days. **The completed and certified Form and any additional required information shall be submitted electronically via email to the Contract Specialist identified in Section 00020, Invitation to Bid.**

B. If required, King County will contact references as identified in the Responsibility Detail Form to help assess the qualifications of the Bidder, its subcontractors and/or project team members. The County reserves the right to contact other references, including King County personnel not listed on the Responsibility Detail Form, to further evaluate the Bidder qualifications for this Project. Poor reference(s) may be justification to determine a Bidder is not responsible.

C. If the County determines that the Bidder, its subcontractor(s) and/or project team members do not have the necessary experience, capabilities, past project performance and/or contract history to perform the project, the County may reject the Bidder as being not responsible.

D. The County may at its sole discretion grant the Bidder additional time to complete the Responsibility Detail Form or the Responsibility Attestation if circumstances justify such extension.

E. The Bidder shall not submit any additional information not required by the County. Any information submitted by the Bidder, beyond what is requested by the County, will be deleted.

F. If the Bidder is a legally created joint venture, the Bidder shall submit the following information with the Responsibility Detail & Attestation Form:

1. A copy of the joint venture agreement;
2. Description of the specific roles and responsibilities each member of the joint venture will have in relation to this Contract.

1.2 RESPONSIBILITY REQUIREMENTS.

A. Mandatory Bidder Responsibility Criteria

1. The County will verify that the Bidder and its subcontractor(s) meets the mandatory responsibility requirements as described in RCW 39.04.350(1) for this Project, identified within the Responsibility Detail Form. The Bidder shall be rejected as not responsible if it fails to meet the specified requirements in the Responsibility Detail Form.

B. Contract and Regulatory History.

1. The County will evaluate whether the Bidder's and its subcontractor(s) contract and regulatory history demonstrates an acceptable record of past project performance and consistent responsibility. The Bidder is required to identify and may be rejected as not responsible if any of the events listed in the Responsibility Detail Form has occurred within the past 5 years.

C. Criminal History.

1. The County will evaluate whether the Bidder's, or any of its corporate officer's and/or its subcontractor's criminal history demonstrates a lack of business integrity or business honesty. The Bidder is required to identify and may be rejected as not responsible if any of the events listed in the attached Responsibility Detail Form have occurred for the Bidder or any of its corporate officers, or its subcontractor(s) within the past 5 years.

D. Accident/Injury Experience.

1. The County will evaluate the Bidder's accident/injury Experience Modification Factor ("EMF") from the Washington State Department of Labor and Industries, or similar organization with jurisdiction in the United States, for the past five (5) years to assess whether the Bidder has an acceptable safety record preventing personal injuries on projects.

2. Bidders that have an EMF over 1.0 shall be required to explain the cause(s) of the designation and what remedial steps were taken to correct the EMF. The Bidder may be rejected as not responsible if the EMF is greater than 1.0 and sufficient remedial steps have not been implemented.

1.3 SUPPLEMENTAL BIDDER RESPONSIBILITY REQUIREMENTS.

A. In accordance with RCW 39.04.350(2), the County has adopted relevant supplemental criteria for determining whether the low responsive bidder has the necessary experience and qualifications to perform the Work on this Project. The Bidder may be rejected as not responsible if it fails to meet any of the supplemental responsibility requirements specified within the Responsibility Detail Form.

1.4 ADDITIONAL INFORMATION

A. If the County finds that the Bidder's Responsibility Detail Form is incomplete, the Bidder may be required to provide additional explanation or information as required by the County.

B. If the County determines that the Bidder or members of the joint venture, or its subcontractor(s) and/or project team members is/are not qualified, the County may reject the Bidder, meet with the Bidder, request additional information and allow Bidder opportunity to correct the deficiency by (1) providing additional information and/or (2) proposing other project personnel or subcontractors, and/or take other appropriate measures to complete the evaluation.

C. Timeliness of Contract Execution is critical to the success of this Project; therefore, the County may give the Bidder limited or no opportunity and time to remedy the deficiencies in the submitted Responsibility Detail Form. The County reserves the right, in its sole discretion, to proceed to the next low responsive bidder when a Bidder is deemed not responsible to perform this Project.

END OF SECTION

SECTION 00440-A1
RESPONSIBILITY DETAIL FORM

The low responsive Bidder and the second low Bidder, upon request, shall be required to complete this Responsibility Detail Form and the Responsibility Attestation as specified in Section 00440. **This completed Responsibility Detail Form and Responsibility Attestation shall be submitted electronically (pdf) via email to the Contract Specialist identified in Section 00020.**

Bidder's Company Name: _____

For the below Mandatory Bidder Responsibility Criteria, please check the appropriate box.

1.0 MANDATORY BIDDER RESPONSIBILITY CRITERIA

A. The County will verify that the Bidder meets the following mandatory responsibility criteria as described in RCW 39.04.350(1). The Bidder may be rejected as not responsible if any answer to questions 2 through 4 is "No" or if the appropriate currently active number is not provided for questions 2 through 4. If the answer to questions 2 through 4 is "No" the Bidder is required to attach an explanation and acknowledge that they will be required to provide the requisite information, in 2 through 4 below, prior to Notice of Selection. If the Bidder fails to meet the criteria 2 through 4 prior to Notice of Selection the Bidder will be rejected as not responsible. The Bidder shall be rejected as not responsible if the answer to questions 1 or 5 is "No" or the answer to questions 6 is "Yes".

1. Did the Bidder have a Certificate of Registration in compliance with Chapter 18.27 RCW that was in effect at the time of bid submittal?

   ☐ Yes ☐ No

2. Does the Bidder have a current Washington State Unified Business Identifier number/Washington State Excise Tax Registration number as required in Title 82 RCW?

   ☐ Yes, *Number is:* _____ ☐ No (if No, attach explanation)

3. Does the Bidder have Industrial Insurance Coverage for the Bidder's employees working in Washington State as required in Title 51 RCW?

   ☐ Yes, *Number is:* _____ ☐ No (if No, attach explanation)

4. Does the Bidder have an Employment Security Department number as required in Title 50 RCW?

   ☐ Yes, *Number is:* _____ ☐ No (if No, attach explanation)

5. Has the bidder received training from the Department of Labor and Industries (L&I), or a provider with a L&I approved curriculum, on the requirements related to public works and prevailing wage under RCW 39.04.350 and 39.12, or is the bidder exempt per RCW 39.04.350 (1)(f)?

   ☐ Yes ☐ No or ☐ Exempt

6. Is the Bidder disqualified for bidding on any public works project under RCW 39.06.010 or 39.12.065(3)?

   ☐ Yes ☐ No

If the answer to question 1 or 5 above is "No" or the answer to questions 6 above is "Yes" **STOP HERE** and notify the Contract Specialist. The Bidder is not responsible for this Project. Otherwise proceed to 1.1.

For remaining criteria below, check or fill-out the appropriate box. Based upon the answer provided by the Bidder, the County may request additional information or seek further explanation.

1.1 CONTRACT AND REGULATORY HISTORY

A. The County will evaluate whether the Bidder's and its subcontractors contract and regulatory history demonstrates an acceptable record of past project performance and consistent responsibility. The Bidder shall answer the following questions. The Bidder may be rejected as not responsible if any answer to questions 1 through 9 below is "Yes".

1. Has the Bidder or its subcontractors had a contract terminated for cause or default, in the last 5 years?

   ☐Yes ☐No

   *If Yes, explain:*_____

2. Has the Bidder or its subcontractors been found to have violated a state or federal prevailing wage law while working on a public works project, or had a civil judgment entered against it for violating a state or federal prevailing wage law, in the last 5 years?

   ☐Yes ☐No

   *If Yes, explain:*_____

3. Has the Bidder or its subcontractors failed to comply with commitments to, and contractual requirements for, Disadvantaged Business Enterprise ("DBE") Utilization Requirements or Women/Minority Owned Business Enterprise ("WMBE") Utilization Requirements on any public works project, in the last 5 years?

   ☐Yes ☐No

   *If Yes, explain:*_____

4. Has the Bidder or its subcontractors failed to meet mandatory King County Small Contractors and Suppliers ("SCS") Utilization Requirements on any public works project, in the last 5 years?

   ☐Yes ☐No

   *If Yes, explain:*_____

5. Has the Bidder or its subcontractors been found to have violated ethical standards set forth in King County contracts (KCC 3.04), in the last 5 years?

   ☐Yes ☐No

   *If Yes, explain:*_____

6. Has the Bidder or its subcontractors been in bankruptcy, reorganization and/or receivership on any public works project, in the last 5 years?

   ☐Yes ☐No

   *If Yes, explain:*_____

7. Has the Bidder or its subcontractors been disqualified by any federal, state or local agency from being awarded and/or participating on any public works project, in the last 5 years?

   ☐Yes ☐No

   *If Yes, explain:*_____

8. Has the Bidder or its subcontractors required a Surety to take over all, or a portion of, a project to cure or respond to an asserted default or material breach of contract on the part of the Bidder on any public works project, in the last 5 years?

   ☐Yes ☐No

   *If Yes, explain:*_____

9. Has the Bidder or its subcontractors been terminated by a government or private entity prior to contract completion within the last 3 years?

   ☐Yes ☐No

   *If Yes, explain:*_____

1.2 CRIMINAL HISTORY

A. The County will evaluate whether the Bidder's, or any of its corporate officers, and/or its subcontractors criminal history demonstrates a lack of business integrity or business honesty. The Bidder shall answer the following questions. The Bidder may be rejected as not responsible if any answer to questions 1 through 4 below is "Yes".

1. Has the Bidder, or any of its corporate officers, and/or its subcontractors been convicted of a criminal offense related to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract, in the last 5 years?

   ☐Yes ☐No

   *If Yes, explain:*_____

2. Has the Bidder, or any of its corporate officers, and/or its subcontractors been convicted under federal or state law of a crime relating to wage payment, embezzlement, theft, forgery, bribery, antitrust, falsification or destruction of records, receiving stolen property, making false claims while working on a project, in the last 5 years?

   ☐Yes ☐No

   *If Yes, explain:*_____

3. Has the Bidder, or any of its corporate officers, and/or its subcontractors been convicted of a crime involving willful violation of a federal or state environmental law or regulation while working on a project, in the last 5 years?

   ☐Yes ☐No

   *If Yes, explain:*_____

4. Has the Bidder been found in violation of the Trafficking Victims Violence Prevention Act of 2000, within the last 3 years?

   ☐Yes ☐No

   *If Yes, explain:*_____

1.3 ACCIDENT/INJURY EXPERIENCE

A. The County will evaluate the Bidder's accident/injury Experience Modification Factor ("EMF") from the Washington State Department of Labor and Industries, or similar organization with jurisdiction in the United States, to assess whether the Bidder has an acceptable safety record preventing personal injuries on projects.

B. List the Bidder's accident/injury EMF for the last five (5) years. An experience factor is calculated annually by the Washington State Department of Labor and Industries.

Year	Effective Year	Experience Factor
1		
2		
3		
4		
5		

If the Bidder has received an EMF of greater than 1.0 for any year, explain the cause(s) of the designation and what remedial steps were taken to correct the EMF. The Bidder may be rejected as not responsible if the Bidder's EMF is greater than 1.0 and sufficient remedial steps have not been implemented.

_____

1.4 FORMER COUNTY EMPLOYEES – CONFLICT OF INTEREST

A. Did the Bidder or its subcontractors have any employees who, for one (1) year after leaving County employment, were involved in the preparation of the bid submitted for this contract?

☐Yes ☐No

*If Yes, identify who and their role in bidding this project:*_____

_____

_____

1.5 WORK PERFORMED BY BIDDER

A. The Bidder shall demonstrate on the Responsibility Detail Form how, with its own forces, it shall perform work equivalent to at least 25% of the estimated on-site labor hours, excluding taxes, insurance and bonding. The Bidder shall demonstrate this by identifying the work using the specification divisions, or sections within a division, it intends to perform with its own forces and the estimated dollar amount and percentage of its overall labor hours this itemized work constitutes.

Division # / Section #	Number of On-site Labor Hours for Contract Work Performed with Own Forces	Percent of Total Estimated Labor hours
	#	%
	#	%
	#	%
	#	%
	#	%
	#	%
	#	%

1.6 ACCIDENT PREVENTION PLAN

The Bidder shall submit with the Responsibility Detail Form, a copy of the Bidder's Accident Prevention Program "APP" that meets the requirements stated in Section 01 35 29, Washington Administrative Code (WAC) 296-155-110, and the applicable portions of WAC 296-24, WAC 296-62, WAC 296-67, WAC 296-155 and WAC 296-800. The County will review the APP. Should the County have concerns about the information contained in the APP, the County may request additional information and/or a submission of a revised APP.

1. Pursuant to the WAC, the APP is to be tailored to the Contractor's type of construction business.
2. Specific types of hazards related to the work under this Project shall be addressed in the site-specific Health and Safety Plan (HASP) which shall be submitted after Notice to Proceed.

The following website provides additional information regarding the APP:
http://www.lni.wa.gov/Safety/Rules/Chapter/800/helpfultools/APPCoreRuleGuide.pdf

A. Did the Bidder include an Accident Prevention Plan, which meets the criteria above, with this submittal?

☐Yes ☐No

*If No, explain:*_____

1.7 SCHEDULE

The Bidder shall submit with the Responsibility Detail Form, a preliminary schedule which demonstrates the Bidder's management and understanding of the Work. The preliminary schedule shall be in sufficient detail to demonstrate how the Bidder plans to comply with the Contract Milestones and the Substantial Completion Date. Include at least the following:

1. Mobilization
2. Submittals (include all work methods, safety and environmental reports and shop drawings)
3. Complete the removal of spent carbon from isolated half (either east or west) of the Carbon ORT
4. Complete the installation of Owner-provided carbon in the isolated half of the Carbon ORT
5. Complete the removal of spent carbon from the other half (either east or west) of the Carbon ORT
6. Complete the installation of Owner-provided carbon in the other half of the Carbon ORT
7. Substantial Completion

A. Did the Bidder include a Preliminary Schedule with this submittal?

☐Yes ☐No

*If No, explain:*_____

1.8 SUPPLEMENTAL RESPONSIBILITY - PROJECT EXAMPLE SHEETS

A. As part of completing this Responsibility Detail Form, the Bidder shall be required to complete the following Project Example Sheets. The Bidder shall provide one project example sheet for each project submitted.

B. If necessary, the Bidder shall print the appropriate number of additional Project Example Sheets in order to satisfy the project information requirements.

C. The Bidder's failure to provide the required project information may result in a determination of the Bidder being declared non-responsible by the County.

D. The Bidder shall submit its completed Project Example Sheets with its Responsibility Detail Form and Responsibility Attestation.

Project Example Sheet — Bidder/Prime Contractor

The Bidder is required to complete a separate Project Example Sheet for each project identified.

Bidder Company Name:_____

Project Information			
Project Name:			
Project Summary:			
Owner's Company Name:		Owner's Telephone Number:	
Owner's Project Manager's Name: *(or person who can verify experience)*		Owner's Project Manager Telephone Number:	
Owner's Project Manager's Email:			
Contract Price:		Substantial Completion Date:	

Responsibility Criteria A Project Example #_____

The Bidder shall submit 2 substantially complete project examples which demonstrate their experience meets **ALL** of the **Criteria A** listed below. *If the project example does not meet ALL of the Criteria A listed below, the project example will not be accepted.*

CRITERIA A	Project Meets Criteria A
1. The Bidder managed and/or performed the work on this project.	☐
2. The Total Contract Price for this project was at least $150,000.	☐
3. This project was Substantially Complete within the last seven (7) years.	☐
4. The work on this project was performed within an operating industrial or public utility facility.	☐

Project Example Sheet Carbon Replacement Firm

The Bidder is required to complete a separate Project Example Sheet for each project identified.

Firm performing the Specialty Work:_____

Project Information			
Project Name:			
Project Summary:			
Owner's Company Name:		Owner's Telephone Number:	
Owner's Project Manager's Name: *(or person who can verify experience)*		Owner's Project Manager Telephone Number:	
Owner's Project Manager's Email:			
Contract Price:		Substantial Completion Date:	

Responsibility Criteria A Project Example #_____

The Bidder shall submit 2 substantially complete project examples which demonstrate the firm performing the Carbon Replacement meets **ALL** of the **Criteria A** listed below. *If the project example does not meet ALL of the Criteria A listed below, the project example will not be accepted.*

CRITERIA A	Project Meets Criteria A
1. The Carbon Replacement firm performed the the replacement of carbon used for odor control at a wastewater facility or other industrial facility that required entry into a confined space	☐
2. The value of the carbon replacement work was at least $100,000 on this project.	☐
3. The work was Substantially Complete within the last seven (7) years.	☐

Responsibility Criteria B Project Example #_____

The Bidder shall submit a minimum of one (1) substantially complete project examples which demonstrate the firm performing the Carbon Replacement experience meets the Criteria B listed below. *Each project example does not need to include ALL Criteria B. If necessary, the Bidder may submit additional Project Example Sheets to demonstrate that the firm performing the Specialty Work experience meets each of the Criteria B.*

CRITERIA B	Project Meets Criteria B
1. The work required entry into a confined space on this project.	☐

Project Example Sheet — Metals Fabrication Firm

The Bidder is required to complete a separate Project Example Sheet for each project identified.

Bidder:_____

Firm performing the Metals Fabrication:_____

Project Information			
Project Name:			
Project Summary:			
Owner's Company Name:		Owner's Telephone Number:	
Owner's Project Manager's Name: *(or person who can verify experience)*		Owner's Project Manager Telephone Number:	
Owner's Project Manager's Email:			
Contract Price:		Substantial Completion Date:	

Responsibility Criteria A Project Example #_____
The Bidder shall submit two (2) substantially complete project examples which demonstrate the firm performing the Metals Fabrication experience meets **ALL** of the **Criteria A** listed below. *If the project example does not meet ALL of the Criteria A listed below, the project example will not be accepted.*

CRITERIA A	Project Meets Criteria A
1. The Metals Fabrication firm performed the installation of fabricated metals (such as supports, framing, platforms, or access doors) in concrete or metal structures on this project.	☐
2. The value of the Metals Fabrication work was at least $50,000 on this project.	☐
3. Metals Fabrication work was Substantially Complete within the last seven (7) years on this project.	☐

Responsibility Criteria B Project Example #_____
The Bidder shall submit a minimum of one (1) substantially complete project examples which demonstrate the firm performing the Metals Fabrication experience meets the **Criteria B** listed below. *Each project example does not need to include ALL Criteria B. If necessary, the Bidder may submit additional Project Example Sheets to demonstrate that the firm performing the Metals Fabrication experience meets each of the Criteria B.*

CRITERIA B	Project Meets Criteria B
1. The work on this project was performed within an operating industrial or public utility facility.	☐
2. The work required entry into a confined space on this project.	☐

Project Example Sheet — Project Manager

The Bidder is required to complete a separate Project Example Sheet for each project identified.

Project Manager's Name:_____

Project Example Information			
Project Name:			
Project Summary:			
Scope of work performed:			
Owner's Company Name:		Owner's Telephone Number:	
Owner's Project Manager's Name: *(or person who can verify experience)*		Owner's Project Manager Telephone Number:	
Owner's Project Manager's Email:			
Contract Price:		Substantial Completion Date:	

Responsibility Criteria A Project Example #_____

The Bidder shall submit 2 substantially complete project examples which demonstrate the Project Manager's experience meets **ALL** of the **Criteria A** listed below. *If the project example does not meet ALL of the Criteria A listed below, the project example will not be accepted.*

CRITERIA A	Project Meets Criteria A
1. The Project Manager managed the overall activities on this project (such as procurement, scheduling and staffing) on this project.	☐
2. The project was substantially completed within the last seven (7) years.	☐
3. The contract price was at least $150,000.	☐

Project Example Sheet — On-Site Superintendent

The Bidder is required to complete a separate Project Example Sheet for each project identified.

On-Site Superintendent's Name:_____

Project Example Information			
Project Name:			
Project Summary:			
Scope of work performed:			
Owner's Company Name:		Owner's Telephone Number:	
Owner's Project Manager's Name: *(or person who can verify experience)*		Owner's Project Manager Telephone Number:	
Owner's Project Manager's Email:			
Contract Price:		Substantial Completion Date:	

Responsibility Criteria A Project Example #_____
The Bidder shall submit 2 substantially complete project examples which demonstrate the On-Site Superintendent's experience meets **ALL** of the **Criteria A** listed below. *If the project example does not meet ALL of the Criteria A listed below, the project example will not be accepted.*

CRITERIA A	Project Meets Criteria A
1. The On-Site Superintendent managed the on-site day-to-day activities on this project (such as crews, material, equipment, and subcontractors).	☐
2. The project was substantially completed within the last seven (7) years.	☐
3. The contract price was at least $150,000.	☐

Responsibility Criteria B Project Example #_____
The Bidder shall submit a minimum of 1 substantially complete project examples which demonstrate the On-Site Superintendent's experience meets the **Criteria B** listed below. *Each project example does not need to include ALL Criteria B. If necessary, the Bidder may submit additional Project Example Sheets to demonstrate the On-Site Superintendent's experience meets each of the Criteria B.*

CRITERIA B	Project Meets Criteria B
1. The work required entry into a confined space on this project.	☐

RESPONSIBILITY ATTESTATION

Attestation Requirement: By completing and signing this Responsibility Attestation, the Bidder is certifying that the information contained within Attachment, Responsibility Detail Form, and any additional information requested by the County, is true and complete. The Bidder's failure to disclose the required information or the submittal of false or misleading information may result in the rejection of the Bidder's bid, revocation of award, or contract termination, and/or may impact the Bidder's ability to bid on future projects with King County.

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

Project: South Treatment Plant DAFT Carbon ORT Carbon Replacement - REBID, C01400C19

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

_____ _____
Signature of Authorized Representative Date

Location or place executed (City, State): _____

Print Name and Title: _____

Bidder General Information

Bidder's Legal Name: _____

Contact Name and Title: _____

Address: _____

_____

Contact Phone Number: _____

Contact Email: _____

If Joint Venture

Legal Name of Joint Venture: _____

Members of Joint Venture: _____

SECTION 00500
AGREEMENT

THIS AGREEMENT, by and between King County**,** and _____, hereinafter called the "Contractor," shall be effective upon the execution of this Agreement by the County.

In consideration of the mutual covenants, agreements, terms and conditions contained in this Agreement and in the Contract Documents which are attached hereto and made part of this Agreement for:

SOUTH TREATMENT PLANT DAFT CARBON ORT CARBON REPLACEMENT - REBID, CONTRACT C01400C19

1. The Contractor agrees to complete the work, furnish all tools, materials and equipment necessary on the terms and conditions specified in the Contract Documents. The Contractor further agrees to assume and perform all of the covenants and conditions required of the Contractor pursuant to the Contract Documents, for the Contract Price of _____ _____Dollars ($_____), pursuant to the lump sum price as stated in the Form of Bid.
2. King County agrees to pay the Contractor for fulfillment of the work and performance of the covenants set forth in the Contract Documents in accordance with the Contractor's Form of Bid and the Contract Documents.
3. Except as expressly provided in the Contract Documents, no liability shall attach to the County by reason of entering into this Agreement.
4. King County agrees to pay the Contractor the applicable Washington State Retail Sales Tax in accordance with the terms and conditions set forth in the Contract Documents.
5. King County's Project Representative is _____.
6. The Contractor's Representative is _____.
7. The Contractor's contract purchase agreement in the King County Oracle financial system for submitting and processing Applications for Payment is CPA# _____.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

KING COUNTY		**CONTRACTOR**	
By:	_____	By:	_____
	Mark Isaacson, Director Wastewater Treatment Division *For Dow Constantine, King County Executive*	Print Name:	_____
		Title:	_____
Date:	_____	Date:	_____

END OF SECTION

SECTION 00600
ADDENDA

Enclosed in this Section are any addenda issued to the Bidding Documents.

END OF SECTION

SECTION 00700
GENERAL TERMS AND CONDITIONS
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ARTICLE 1: GENERAL PROVISIONS

1.0 DEFINITIONS

A. "**Addendum**" is a written alteration or clarification of the plans or specifications provided to bidders by the County prior to bid time, which becomes part of the Contract Documents when the Contract is executed.

B. "**Application for Payment**" means a written request for payment of Work completed in accordance with the Contract submitted by Contractor to the County.

C. "**Change Order**" means an executed written instrument that alters one or more terms of the Contract. A Change Order may be bilateral (executed by both Parties) or unilateral (executed by the County only).

D. "**Change Proposal**" means a document prepared by the Contractor at the request of the County in response to a Request for Change Proposal initiated by the County, which proposes a change to one or more terms of the Contract. The County initiates all Requests for Change Proposals.

E. "**Claim**" means a written demand by the Contractor seeking relief not granted in the County's response to the Contractor's prior Request for Change Order or in response to a unilateral Change Order.

F. "**Completion/Final Acceptance**" means that the Contractor has completed all the requirements of the Contract and the County has given written notice of acceptance of the Project.

G. The "**Contract**" or "**Contract Documents**" constitute the entire integrated agreement between King County and the Contractor for the performance of the Work. The Contract Documents are the following:

1. Signed King County Agreement between County and Contractor (the "Agreement, Section 00500");
2. Affidavits, Certifications and Bonds as specified in the Contract;
3. General Terms and Conditions (Section 00700);
4. Supplemental Terms and Conditions, including addenda (Section 00800);
5. Drawings and Detail Drawings;
6. The General Provisions (Division 1)
7. Technical Specifications, Divisions 2 through 49;
8. Change Order(s); and,
9. Invitation to Bid Documents, which includes all sections in Division 0, not previously listed, including the Contractor's completed Section 00440-A1 Responsibility Detail Form, and Responsibility Attestation.

H. "**Contract Execution**" occurs when the County Executive or its designee signs the Contract, which shall occur after the Contractor signs the Contract. Contract Execution will be performed through an electronic signature process.

I. "**Contract Price**" means the total amount payable by the County to the Contractor for performance of the Work in accordance with Section 00500, as may be adjusted by Change Orders.

J. "**Contract Time**" means the number of Days or the specific date set forth in the Contract for the Contractor to achieve Substantial Completion of the Work.

K. "**Contractor**" means the individual or business entity contracting with King County to perform the Contract Work.

L. "**Contractor's Representative**" is the individual designated by the Contractor in the Agreement, Section 00500, responsible for administering the Contract, and who has the authority to bind and obligate the Contractor in the performance of the Work.

M. "**Critical Path**" is the longest, continuous sequence of interrelated activities that begins at the start of the Project (Notice to Proceed) and extends to Substantial Completion of the Project. A delay to an activity on the Critical Path will delay project completion.

N. "**Day**" or "**Days**" means calendar day, unless otherwise specified.

O. "**Differing Site Conditions**" are defined as: **Type I** Subsurface or latent physical conditions at the site which differ materially from those described or shown in the Contract Documents and not reasonably foreseeable based on the information available to the Contractor at the time of bid or **Type II** Unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in the construction activities of the character provided for in the Contract and not reasonably foreseeable based on the information available to the Contractor at the time of bid.

P. "**Direction"** is a general term that refers to communications from the County Project Representative to the Contractor about the Work. Direction includes, but is not limited to, Field Directives, directives to accelerate or suspend Work, and response to Requests for Information and Submittals.

Q. "**Field Directive**" is a document, titled Field Directive, issued by the Project Representative, directing the Contractor to proceed promptly with specific work and shall not, in and of itself, constitute entitlement to an adjustment in Contract Time and/or Contract Price.

R. "**Final Payment**" means the County's payment on the Contractor's final Application for Payment, (See Article 7, *Payment and Completion*).

S. "**Float**" shall be defined as the period of time measured by the number of days each non-critical path activity may be delayed before it and its succeeding activities become part of the Critical Path in the Project Schedule. Contractor and the County may both utilize Float to offset delays to the Project Work

T. "**Force Majeure**" means an event that is unforeseeable at the time of Contract Execution and that is beyond the reasonable control of the Contractor and County and is limited to:

1. A natural disaster declared by the Governor of Washington or President of the United States, or declared an emergency by the King County Executive including, but not limited to, earthquakes;
2. Acts or omissions of any government entity acting within its governmental capacity;
3. Fire and/or flood for which the Contractor or its Subcontractors is not responsible;
4. Quarantine or epidemic;
5. Strike or defensive lockout; and,
6. Unusually Severe Weather Conditions.

U. **"Hand and Other Small Tools"** means any tool, piece of communication equipment, or piece of equipment with a wholesale value of less than $500.

V. "**Hazardous Material**" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable material, explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws and regulations promulgated thereunder, now or at any time hereafter in effect, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U. S. C. §§ 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U. S. C. §§ 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U. S. C. §§ 6901, *et seq.*), the Federal Water Pollution Control Act (33 U. S. C. §§ 1251, *et seq.*), the Clean Air Act (42 U. S. C. §§ 7401, *et seq.*), the Toxic Substances Control Act, as amended (15 U. S. C. §§ 2601, *et seq.*), the Occupational Safety and Health Act (29 U. S. C. §§ 651, *et seq.*, and the Model Toxics Control Act (RCW 70.105), or similar state or local statute or code), as the laws have been amended and supplemented.

W. "**King County**" or "**County**" refers to the county of King, a political subdivision and home rule charter county of the state of Washington.

X. "**Notice**" means a written document issued by one Party of the Contract to the other.

Y. "**Notice To Proceed**" is a written directive issued by the County authorizing the Contractor to perform some or all of the Work.

Z. "**Overhead**" refers to Site or Field Office Overhead and Home Office Overhead costs that may be incurred or allocated in support of the Contract but are not part of the cost of directly performing the physical Contract construction activities.

1. **"Site or Field Office Overhead"** means those costs that directly support the physical completion of the Work, including but not limited to: salaries and direct payroll costs for superintendents, planners, schedulers, engineers, managers, clerical staff and all vehicles, travel, meal and lodging costs associated with those personnel; field office and utility expenses; expenses associated with all regulatory compliance; Hand and Other Small Tools provided by the Contractor for the use of its forces; all expendable supplies; and all other such items.

2. **"Home Office Overhead"** means that portion of Contractor business costs necessary to operate the business entity that are not specifically related to the Work but are properly allocable to this Contract. Such costs include, but are not limited to, those associated with office and office personnel salaries and related payroll taxes and benefits; costs of office occupancy and maintenance, all supporting services (such as utilities, office equipment, computers, and similar items) related to the home office function; business taxes and licenses; and all such other costs necessary to operate the business entity.

3. **Bonds, Insurance and Taxes**. In addition to the above, whether treated as Site or Field Office Overhead or as Home Office Overhead, costs of any and all bonds, insurance(s), and taxes, other than retail sales tax, associated with this Contract are to be considered as Overhead. All items as those identified above are to be treated as Overhead for this purpose regardless of how the Contractor chooses to account for them in its books of account.

4. **Unallowed Overhead Items**. Under no circumstances shall the County pay the Contractor for direct or allocated costs or charges for officer bonus and profit sharing, project personnel bonuses, charitable contributions, income taxes, or any costs relating to illegal activity.

AA. **"Party"** or **"Parties**" refers to the Contractor and King County.

BB. "**Project**" refers to all activity relative to this Contract including activity of the Contractor, its Subcontractors, and the County.

CC. "**Project Representative**" refers to the individual designated by the County and identified in the Agreement (Section 00500).

DD. "**Project Schedule**" means a document, prepared pursuant to all Contract requirements for the Project Schedule, that indicates the time of performance of all activities necessary for completion of the Contract Work within the Contract Time. The Project Schedule and all required updates will be utilized to monitor progress of the Work.

EE. **"Punch List"** means a list of items to be completed or corrected by the Contractor after Substantial Completion and prior to Completion/Final Acceptance.

FF. "**Request for Change Order**" (or "RCO") means a document, designated as a Request For A Change Order, prepared by the Contractor requesting either (1) a change in Contract Price; (2) a change in Contract Time; (3) a change in Contract Work; (4) a payment of money or damages; and/or, (5) any other relief arising out of, or relating to, this Contract.

GG. "**Request for Change Proposal**" (or "RCP") means a document, designated as a Request For Change Proposal, prepared by King County requesting Contractor's price for the proposed change to the Work. A Request for Change Proposal is not Direction to proceed with the change to the Work.

HH. "**Request for Information**" (or "RFI") is a request from the Contractor to the County seeking an interpretation or a clarification of some requirement of the Contract Documents.

II. **"Retainage"** is a retained percentage of the Contract Price held by King County or equivalent value in the form of a statutory retainage bond posted by the Contractor, which is released after contract and statutory conditions have been met.

JJ. "**Satisfactory Completion**" pertains to additional Work under a Change Order and is further defined in provision 6.3, *Change Orders*.

KK. "**Schedule of Values**" means a document that allocates portions of the total Contract Price, which includes all Overhead and profit, to each of the activities necessary to complete the Contract Work. The Schedule of Values is used as the basis for calculating Progress Payments.

LL. "**Site**" or "**Project Site**" refers to the location at which construction, equipment or services furnished by the Contractor under the Contract will be performed, completed and/or delivered.

MM. "**Subcontractor**" shall mean an individual or business entity having a contract with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Work.

NN. "**Submittals**" Submittals include but are not limited to shop drawings, setting and erection drawings, schedule of values, schedules of materials, product data, samples, certificates and other information prepared for the Work by the Contractor or a Subcontractor as required in the Technical Specifications ("Submittals").

OO. "**Substantial Completion**" means that the date in the progress of the Work when:

1. The County has full and unrestricted use and benefit of the Contract Work for the purpose intended;
2. All the systems and parts of the Contract Work are functional;
3. Utilities are connected and operate normally;
4. Only minor incidental work or correction or repair remains to complete all Contract requirements; and,
5. The Contractor has provided all occupancy permits and easement releases.

If the Contract specifies, partial Substantial Completion may be granted for a specified phase of the Work or milestone.

PP. **"Substitution Request"** means the Contractor's request to supply a product or process that is different from what is specified in the Contract.

QQ. "**Supplier(s)**" means an individual or business entity that provides materials or manufactured items that are necessary to or incorporated into the Project, but who performs no Work on the Site.

RR. "**Unusually Severe Weather Conditions**" shall be defined and calculated as follows:

1. Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by 15 to 100 percent.
2. Daily rainfall equal to, or greater than, 0.20 inches during a month when the monthly rainfall exceeds the normal monthly average by more than 100 percent.
3. Daily rainfall equal to, or greater than, 1.0 inch.
4. Daily maximum temperature equal to, or less than, 20 degrees F during a week when the maximum daily temperature never exceeds 35 degrees F.
5. Daily maximum temperature equal to, or less than, 25 degrees F during a week when the maximum daily temperature never exceeds 30 degrees F.
6. Daily maximum temperature equal to, or less than, 15 degrees F at any time.
7. Daily maximum wind velocity equal to or greater than 50 mph at any time.

Ice, snow and other weather conditions, not described above, may be considered as unusually severe at the sole discretion of the County upon written request by the Contractor. Such written request shall describe in detail the weather conditions, identify the specific impacts resulting from the weather condition, and be submitted to the County within five (5) Days of the onset of the unusually severe weather condition. If the County determines that the identified weather conditions were unusually severe weather, then Contractor may proceed pursuant to provision - 5.4, *Acceleration.*

To preclude the difficulties of actual measurement, the Parties hereto agree that weather data at the Site of the Work shall be expressly deemed to be the same as that measured at the Seattle-Tacoma International Airport by the Environmental

Data and Information Service of the National Oceanic and Atmospheric Administration ("NOAA") of the U. S. Department of Commerce, unless otherwise specified in the Contract Document's technical specifications.

Precipitation (such as rain, hail or snow), low temperature, windstorms, ice, and other conditions which could reasonably have been anticipated from the National Weather Service historical records for the general locality of the Work shall not be construed as unusually severe weather.

For the purposes of this provision, a "month" shall mean a calendar month and a "week" shall mean a calendar week of Sunday through Saturday.

SS. "**Work**" or "**Contract Work**" is a general term that refers to all the construction and other activities required by the Contract Documents and includes all labor, materials, equipment, supplies, and all activities necessary to fulfill all of the Contractor's obligations under the Contract.

1.1 INTENT AND INTERPRETATION OF THE DOCUMENTS

A. The Contract Documents constitute the entire and integrated agreement between the Parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.

B. The Contract Documents shall not be construed to create a contractual relationship between any parties other than the County and the Contractor. No contract between the County and a third party shall be construed to create any duty on the part of the County or such third party to the Contractor. The Contractor is not an intended or incidental beneficiary of any promises made in the County's contract with a third party, if any.

C. The Contract Documents are intended to be complementary. What is required by one part of the Contract shall be as binding as if required by all. Should any conflict or inconsistency be found in the Contract Documents, the County shall resolve any such conflict or inconsistency in accordance with provision -1.2, *Order of Precedence*.

D. Where the words "similar" or "typical" (or their equivalents) are used in the Contract, they shall mean nearly corresponding or having a likeness. Such words shall not be construed to mean that all parts of the Work referred to are identical or substantially identical, or that such elements of the Work are connected identically or substantially identically to the rest of the Work. The Contractor has the responsibility to determine all details of the Work in relation to their location and connection to other parts of the Work. Words importing the singular number may also be applied to the plural of persons and things; words importing the plural may be applied to the singular; and words importing the male gender are to be extended to females also.

E. The organization of the specifications into divisions, sections, and articles and the organization of the drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2 ORDER OF PRECEDENCE

A. Any conflict or inconsistency between the terms or conditions of the Contract Documents shall be resolved by the following descending order of precedence (with 1 taking precedence over 2, 2 over 3, and so forth):

1. Change Order(s)
2. The signed Agreement (Section 00500)

3. The Supplemental Terms and Conditions (Section 00800)
4. The General Terms and Conditions (Section 00700)
5. The General Provisions (Division 1)
6. The Technical Specifications ("Specifications"), Divisions 2 - 49
7. Detail drawings
8. Drawings
9. All other sections in Division 0 not specifically identified herein
10. Affidavits, Certifications and bonds (Section 00410; Section 00420)

B. In the event there exists a conflict, inconsistency, or ambiguity within the terms and conditions of one of the Contract Document categories set forth above, that is not resolved by application of provision - 1.2.A, the more stringent or costly requirement shall be deemed to have been intended and to have been included in the original Contract Price.

1.3 CLARIFICATION OF DRAWINGS AND DETAIL DRAWINGS

A. Where on any drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply also to other similar portions of the Work. Where ornament or other detail is indicated in one instance only, such detail shall be continued throughout the courses or parts in which it occurs and shall apply to all other similar parts of the Work, unless otherwise indicated.

B. With regard to drawings the following shall apply:

1. Written dimensions shall be followed; drawings may not be to scale.
2. Figure dimensions on drawings shall govern over scale dimensions; and detail drawings shall govern over general drawings.

ARTICLE 2: COUNTY

2.0 AUTHORITY

A. Unless the County, in writing, indicates otherwise, the authority to (1) commit to or bind the County to any Change Orders or change in Contract Work, Contract Price and/or Contract Time; or (2) sign the Contract or Change Orders rests solely in the King County Executive or its designee.

B. The County shall identify the Project Representative in the Agreement, Section 00500 of the Contract.

1. If the Project Representative has the authority to sign Change Orders and/or bind the County to changes in Contract Work, Contract Price, or Contract Time, upon request, the Project Representative shall provide the Contractor with a written notice of delegation of authority.
2. In the event the Project Representative is no longer assigned to the Contract, the County shall notify the Contractor in writing of the change providing the name of the new Project Representative and effective date of the change.

C. The Project Representative shall have the authority to administer the Contract. Administration of the Contract by the Project Representative includes but is not limited to:

1. Receiving all correspondence and information from the Contractor;

2. Issuing Field Directives;
3. Issuing Requests for Change Proposal;
4. Responding to Requests For Information;
5. Reviewing the Schedule of Values, Project Schedules, Submittals, testing and inspection reports, Substitution Requests, and other documentation submitted by the Contractor;
6. Negotiating Change Proposals and Change Orders;
7. Recommending Change Orders for approval by the King County Executive or its designee;
8. Issuing decisions with respect to Requests for Change Orders and Claims;
9. Processing payment requests submitted by the Contractor, and recommending payment;
10. Monitoring the quality of the work, rejecting noncompliant work, and recommending acceptance of the work;
11. Transmitting executed Change Orders, amendments, and other Contract correspondence to the Contractor, and
12. Performing all other contract administrative functions.

D. The Project Representative may designate Technical Representative(s) to perform functions under the Contract, such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical or administrative nature.
   1. The Project Representative will provide, upon request, a written Notice of its designation to the Contractor. The designation letter will set forth the authority of the Technical Representative(s) under the Contract.
   2. The Project Representative may add to or modify in writing these designations from time to time.

2.1 INFORMATION SUPPLIED BY COUNTY

A. Unless otherwise specifically provided in the Contract, surveys and site information provided by the County are intended to describe the general physical characteristics of the Site. The County does not represent that this information is complete or sufficient for the Contractor's performance of the Work.

B. All drawings, models, and specifications furnished by the County are solely for use on this Contract and are not to be used by the Contractor on any other work or project.

2.2 WORK BY COUNTY OR SEPARATE CONTRACTORS

The County reserves the right to perform work not included in the Contract or to let other contracts in connection with this Project.

ARTICLE 3: CONTRACTOR

3.0 CONTRACTOR REPRESENTATIONS

The Contractor makes the following representations to the County:

A. Before submission of its bid, the Contractor has:

1. Carefully reviewed the Contract Documents, and visited and examined the Site;
2. Become familiar with the general and local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of Contract Work;
3. Become familiar with, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents;
4. Examined the Site surface and reasonably ascertainable subsurface conditions and other matters that may be encountered at the Site or affect performance of the Contract Work or the cost or difficulty thereof;
5. Become familiar with and satisfied itself as to the conditions involving transportation, disposal, handling, and storage of materials; and
6. Become familiar with and satisfied itself as to the availability of labor, water, electric power, and roads; and the uncertainties of traffic, weather, river stages, tides, or similar physical conditions at the site. Any failure of the Contractor to take the action described in this provision or elsewhere in the Contract Documents will not relieve the Contractor from its responsibility for properly estimating the difficulty and cost of the Work, or for successfully performing the Work without additional expense to the County.

B. The Contract Price is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work as represented by the Contract, site visit, and the general conditions (including but not limited to weather, site, soil) known or reasonably anticipated for the Site.

C. The Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform the Contractor's obligations required by the Contract.

D. The Contractor is able to furnish plant, tools, material, supplies, equipment, and labor required to complete the Work and perform the obligations required by the Contract and has sufficient experience and competence to do so.

E. The Contractor shall perform at the Site, and with its own forces, work equivalent to at least twenty-five percent (25%) of the Contract Price.

F. The Contractor shall make a good faith effort to cooperate with the County and with all other contractors assigned to perform work on or near the Project.

3.1 GENERAL DUTIES

A. The Contractor shall give sufficient supervision to the Work, using its best skill and attention. The Contractor is hereby given notice that the County will be relying on the accuracy, competence and completeness of the Contractor's work. The Contractor shall supervise and be solely responsible for the proper performance of the Work in accordance with the Contract, including the construction means, methods, techniques, sequences, procedures, and for coordination of all portions of the Work.

B. Unless specified elsewhere in the Contract, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery, utilities, transportation, and other facilities and services (including federal and state tax, industrial insurance, social security liability and all other applicable taxes) necessary for the proper execution and completion of the Work. Each Statement of Intent to pay prevailing wages must be approved by the industrial statistician of the Department of Labor and Industries before it is submitted to the Project Representative.

C. The Contractor shall also provide sufficient staffing and supervision to process administrative functions, including but not limited to, Submittals, Requests for Information, Project Schedule updates, responses to Requests for Change Proposal, Change Orders, payment requests, close out documentation, and to perform all other requirements of the Contract and all Work.

D. The Contractor shall lay out its Work from baselines and benchmarks indicated in the Contract and shall be responsible for the accuracy of all field measurements used in the lay out.

E. If professional services requiring licenses in the State of Washington, such as engineering, architecture or other services are required per the technical specifications and/or drawings, it is the Contractor's duty to ensure that those professionals engaged on its behalf are licensed in the State of Washington.

3.2 DUTY TO INSPECT CONTRACT DOCUMENTS

A. The Contractor shall carefully study and compare all Contract Documents and check the conditions, dimensions, and instructions as stated therein.

B. The Contractor shall immediately notify in writing the County of any:

1. Error, inconsistency, or omission in the Contract Documents that Contractor discovers or that a contractor through the exercise of reasonable diligence should have discovered; or

2. Requirement in the Contract Documents that conflicts with any local, state, and federal laws, regulations and/or permits, licenses, and easement conditions that the Contractor discovers or that a contractor through the exercise of reasonable diligence should have discovered.

C. The Contractor should not proceed with the work in question until the Contractor receives written direction from the Project Representative.

D. If the Contractor proceeds with the work in question without written direction from the Project Representative, the Contractor shall be responsible for any costs or damages associated with:

1. Fines or penalties;

2. Demolition, tear out, removal, cleanup, remediation, or fixing the work in question; and

3. Delay, disruption, and loss of productivity.

E. The Contractor’s failure to timely discover and immediately report, to the County, such reasonably ascertainable errors, inconsistencies, or omissions and conflicts in regulatory requirements, permits, license or easements shall preclude the Contractor’s recovery of costs and time resulting from the Contractor’s failure to timely discover and/or immediately notify the County of such errors, inconsistencies, or omissions.

3.3 COMMUNICATIONS

A. Communication with the Contractor shall be through the Contractor’s Representative.

B. The Contractor’s Representative shall submit all correspondence, questions, and/or documentation to the Project Representative.

3.4 CONTRACTOR’S SUPERVISION AND EMPLOYEES

A. Contractor has an obligation to provide qualified and competent people to administer the Contract and perform the Work.

B. During performance of the Work the Contractor shall have supervisory personnel on the Site and available to administer, manage, and coordinate the Work. The County shall not be responsible for the acts or omissions of the supervisory personnel or their assistants.

C. The Contractor shall at all times enforce good order among all persons furnishing labor or materials on the Site and shall only employ workers skilled in the work assigned. If requested by the Project Representative, Contractor shall provide the Project Representative with copies of licenses, registrations, and certifications.

D. The County shall have the right to require the Contractor to remove personnel from the Site that do not have the appropriate qualifications and experience to meet or uphold the requirements of the Contract.

E. The County shall also have the right to order the Contractor to replace personnel for any act or omission in violation of King County Code 12.17 Discrimination in Contracting or which creates an unprofessional work environment. During performance of this Contract, the Contractor and all parties subcontracting or supplying materials or manufactured items under the authority of this Contract agree that each of them will not discriminate on the Site because of a person's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except as to minimum age, unless based upon a bona fide occupational qualification.

F. The Contractor and all parties subcontracting under the authority of this Contract shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, KCC 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. Any violation of the requirements of the provisions of this Section 00120 shall be a material breach of contract, which may result in termination of this Contract or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment, cancellation or suspension, in whole or in part, of the Contract by the County, or invoking the enforcement provisions of KCC 12.16 that provide for penalties, liquidated damages or other remedies, and may result in ineligibility for County contracts.

G. Failure by the County to require removal of any Contractor personnel shall not be deemed an admission that any such personnel are satisfactory, nor shall such failure relieve the Contractor from any contractual responsibility.

3.5 SUBCONTRACTORS AND SUPPLIERS

A. **This Contract is between King County and the Contractor.**

1. The Contractor's subcontracting shall create no contract between King County and the Subcontractor and Suppliers. Subcontractors and Suppliers are not intended or incidental third party beneficiaries to the Contract. The Subcontractors and Suppliers shall have no rights against King County by reason of a subcontract with the Contractor.

2. The Contractor will be responsible for performing all Work as required by the Contract. The Contract has not been written with the intent of, and King County shall not be a party to, defining the division of work between the Contractor and its Subcontractors and Suppliers.

3. The Contractor shall be responsible for all Work and material furnished, and no subcontract shall release the Contractor of its obligations or liability under this Contract and the Performance and Payment Bond.

B. **Selection of Subcontractors and Suppliers**

1. Subcontractors and Suppliers shall be properly licensed, registered or certified, as applicable, in accordance with provision - 3.28, *Subcontractor Responsibility* and capable to perform the assigned work.
2. If requested by the County, the Contractor shall provide documentation that the proposed Subcontractors and Suppliers are experienced and equipped to do the Work.
3. The Contractor shall require each Subcontractor and Supplier to comply with all provisions of this Contract. At the request of Subcontractors or Suppliers, Contractor shall make available for copying all Contract Documents.

C. **Responsibility for Work of Subcontractors and Suppliers**

The Contractor shall be responsible for the acts and omissions of Subcontractors and Suppliers. The Contractor shall also be responsible for the suitability of any materials, components, equipment or supplies furnished by a Subcontractor and/or Supplier irrespective of whether such were designated or approved by the County.

3.6 PROJECT TEAM MEMBERS AND SUBCONTRACTORS

A. The Contractor acknowledges that the qualifications, experience, and skill of the project team members, including Contractor's Project Manager, identified in this Contract as the Contractor's Representative, and its Subcontractors, if identified in Section 00440-A1, were important factors in determining the responsibility of the Contractor and issuance of the Notice of Selection, and continue to be important factors for successful and timely completion of the Project.

B. **No reassignment or substitution of Project Team Members.** Project team members and Subcontractors, if identified in Section 00440-A1, including the Contractor's Representative shall be permanently assigned to the Project or the relevant subcontract scope of Contract Work; and the Contractor agrees that such project team members shall not be removed from the proposed scope of Work on the Project without written, prior approval from the County pursuant to the provisions below:

1. Provide the County with a written request, thirty (30) Days in advance of the proposed removal and substitution of any project team members.
2. Written requests for removal and substitution of a project team member shall identify:
    a. Name of the project team member(s);
    b. An explanation for removal and substitution;
    c. Name of the person(s) proposed to replace the project team member(s); and
    d. Such person(s) must meet the applicable experience and qualifications specified in Section 00440, if applicable. Provide the experience and qualifications of the individual(s) by completing the applicable forms, if required in Section 00440-A1 Responsibility Detail Form.

3. If the Contractor removes and substitutes a Section 00440 approved project team member without prior written approval, the Contractor agrees to pay the County $420 per Day as Liquidated Damages, and not as a penalty, to compensate the County for inefficiencies associated with such substitution, including but not limited to administrative burdens and transfer of knowledge efforts. Such Liquidated Damages shall be imposed until the Contractor has obtained written approval of the substitution from the County. This Liquidated Damages provision does not apply to inefficiencies unrelated to the project team member substitution. Contractor agrees that the sum established as Liquidated Damages is fair and reasonable and that the payment represents a reasonable estimate of fair compensation for the inefficiencies that may be reasonably anticipated from the removal and substitution of project team member identified in Section 00440.

C. **No removal and substitution of Section 00440-A1 Subcontractors**. Subcontractors, if identified in Section 00440, were the basis of the County's Notice of Selection and shall be contracted to perform the entire scope of Contract Work on the Project for which the Subcontractor was identified and the Contractor agrees that such Section 00440 Subcontractors shall not be removed and substituted from the proposed scope of Work on the Project without written, prior approval from the County pursuant to the provision below.

1. Contractor agrees that it shall not remove or substitute Section 00440 Subcontractors without prior written approval from the County. When requesting replacement or substitution of a Section 00440 Subcontractor, the Contractor must:

   a. Provide the County with a written request, thirty (30) Days' in advance, of the proposed removal and substitution of the Section 00440 Subcontractor.

2. A written request to remove or substitute a Section 00440 Subcontractor shall:

   a. Name the Section 00440 Subcontractor;

   b. Provide an explanation of removal or substitution;

   c. Name the subcontractor proposed to replace the Section 00440 Subcontractor; and

   d. Provide the experience and qualifications of the subcontractor by completing the applicable Responsibility Detail Form, Section 00440-A1. Such subcontractor must meet the applicable experience and qualifications specified in Section 00440.

3. If the Contractor removes and substitutes a Section 00440 approved Subcontractor without prior written approval, the Contractor agrees to pay the County $420 per Day as Liquidated Damages, and not as a penalty, to compensate the County for inefficiencies associated with such substitution, including but not limited to administrative burdens and learning curve. Such Liquidated Damages shall be imposed until the Contractor has obtained written approval of the substitution from the County. This Liquidated Damages provision does not apply to inefficiencies unrelated to the 00440 Subcontractor substitution. Contractor agrees that the sum established as Liquidated Damages is fair and reasonable and that the payment represents a reasonable estimate of fair compensation for the inefficiencies that may be reasonably anticipated from the removal and substitution of Subcontractor identified in Section 00440.

3.7 CONTRACTOR'S DUTY TO COORDINATE WITH OTHER WORK ON THE SITE

A. The Contractor shall coordinate its Work with the County and other County contractors and, at the County's request, participate in meetings for the purpose of coordinating the Contractor's construction schedule with those of other contractors at no additional cost to the County. To the extent a direct conflict exists with regard to access to the Site, if the contractors cannot work out a resolution that has no impact on Contract Price, Contract Time, and any milestones in the Contract Documents, the Project Representative shall issue written Direction to resolve the conflict.

B. The Contractor shall not cut, excavate, alter, impair, or otherwise engage in work activity that inhibits the work of any other contractors without the prior written consent of the County.

C. If any part of the Contractor's Work depends, for proper execution or results, upon the prior work of the County or any other contractor, the Contractor shall, before performing the affected Work, inspect the field conditions and shall immediately, and before the conditions are disturbed, give written Notice to the County of any apparent discrepancies or defects in the prior work that renders it unsuitable for the reception of Contractor's Work. Contractor's failure to so inspect and to give such immediate Notice shall constitute acceptance of the prior work as fit for reception of its Work, except as to defects not then reasonably discovered.

3.8 MATERIALS AND EQUIPMENT FURNISHED BY COUNTY

A. Unless otherwise specifically provided in the Contract Documents, for materials and equipment furnished by the County, the Project Representative will identify the location at which the Contractor will be responsible for taking possession. The Contractor shall promptly unload, transport, store and/or protect such material and equipment from damage.

   1. Upon the County's notice it has furnished the material or equipment, the Contractor shall, within seven (7) Days, inspect such County-furnished material and equipment at the designated location and provide immediate written Notice of rejection of said material and equipment if it is defective or does not meet the requirements of the Contract.

   2. The Contractor shall identify the causes for its rejection, including but not limited to the specific defect or nonconformance with the Contract. Failure to provide such written rejection shall result in a presumption that the Contractor accepts the County-furnished material and equipment, except as to defects not then reasonably discoverable.

   3. After receipt by the Contractor at the designated location all risk of loss and damage to such materials and equipment shall be borne by the Contractor.

B. If the Contract requires that the Contractor install materials or equipment provided by the County, in the absence of a reasonably apparent defect, such materials and equipment shall be considered compliant with the Contract Documents.

   1. If the Contractor discovers defects, not reasonably apparent in the County-furnished material or equipment, the Contractor shall immediately notify the County in writing.

   2. After such discovery, the Contractor shall not proceed with Work involving such County materials and equipment unless otherwise authorized in writing by the County.

3. Contractor's failure to provide immediate written Notice of any defects in material or equipment shall constitute acceptance of such materials and equipment as fit for incorporation into the Work.

4. Contractor shall be responsible for any damages or delays resulting from Contractor's failure to provide timely written Notice or Contractor's improper incorporation of such defective materials or equipment into the Work.

3.9 SCHEDULE OF WORKING HOURS

A. Unless otherwise specified in the Contract, the Contractor shall submit a schedule of working hours, including overtime and shift work, to the County for acceptance. This schedule shall comply with RCW 49.28 and all other Contract requirements.

B. The schedule of working hours accepted by the County shall be the only schedule used by the Contractor during performance of Work in the Contract, except as provided in provision - 3.9.C.

C. The Contractor shall provide 48 hours advance written Notice of any intent to work outside of regular working hours as defined in the Contract Documents. Any Work performed outside regular working hours shall be performed without additional expense to the County, except as otherwise provided in the Contract Documents.

3.10 RECORD DOCUMENTS

A. The Contractor shall keep a copy of the Contract Documents on the Site at all times.

B. The Contractor shall keep at the Site an accurate, readable, and orderly set of drawings and specifications, updated as the job progresses to show all approved changes, substitutions, options, alternates, and all actual deviations from the original Contract Documents. This set of drawings and specifications shall be the Record Documents.

1. The Record Documents shall be maintained in hard copy and at the County's option, in electronic format meeting the County's requirements as specified in the Contract technical specifications.

2. In addition to all approved changes, options, alternates, and all actual deviations from the original Contract Documents, the Record Documents shall be marked as follows:

   a. Record all materials used where options, alternates and/or Change Orders were indicated, specified and/or authorized;

   b. Record accurate measurements referenced to two permanent structures to show the exact location and changes in direction of all underground services and utilities, as well as their approximate depth below finished grade;

   c. Update the Record Documents with information about each item of capital equipment or other fixed asset installed, including type of equipment, make, model, serial number, and acquisition cost;

   d. Update the Record Documents identifying each item of capital equipment or other fixed asset removed from the Project, including type of equipment or fixed asset, make, model, serial number and description of location from which it was removed; and

   e. Record all other requirements as specified in the Technical Specifications.

C. The Record Documents shall be kept up-to-date and be available for review by the County at all times, including but not limited to at each job progress meeting. Failure to have the Record Documents set up-to-date shall be sufficient reason for the County to withhold payment in accordance with provision 7.2, *Payment Withheld*, until all such information is recorded.

D. Record Documents may be used to assist the County to verify the appropriate progress payment.

3.11 COST RECORDS

A. The Contractor, Subcontractors, and Suppliers shall maintain Project cost records by cost codes and shall contemporaneously segregate such costs into the activities shown on the Contract Schedule of Values, and record all costs directly associated with each Work activity at the time incurred. The Contractor, Subcontractors, and Suppliers shall maintain a monthly summary of all costs and shall make all underlying cost records and monthly summaries of costs available for review, inspection, and copying by the County upon request.

B. Any work performed for which the Contractor intends to seek an adjustment in Contract Price or Contract Time or damages, directly or indirectly resulting from any event, occurrence, condition or Direction, shall be recorded on the same day the work is performed and kept separate so as to distinguish it from Contract Work. The Contractor, and any Subcontractors or Suppliers, whose costs the Contractor intends to request, shall:

1. Record all costs claimed to result from any such event, occurrence, condition, or Direction including, but not limited to, delay and impact costs, acceleration costs, loss of productivity or efficiency, and increased or extended Overhead at the time incurred;

2. Record all such costs at the time incurred in a manner that:

   a. Segregates such costs into Work activities;

   b. Separates such costs from the costs of Contract Work; and

   c. Fairly and reasonably allocates such costs to the event, occurrence, condition, or Direction.

C. In addition to the requirements set forth in Article 5, *Changes to the Contract*, and Article 6, *Time and Price Adjustments*, the Contractor shall be entitled to extra compensation for an event, occurrence, condition or Direction and/or the recovery of damages only to the extent that the Project cost records are kept in full compliance with all Contract requirements, including the requirement to segregate costs at the time incurred in accordance with this provision 3.11, *Cost Records*, and if and to the extent the cost allocations support entitlement to such compensation.

3.12 MAINTENANCE AND INSPECTION OF DOCUMENTS

A. All Contractor, Subcontractor, and Supplier documents relating to the Contract shall be open to inspection, audit, and/or copying by the County or its designee:

1. During the Contract Time; and

2. For a period of not less than six (6) years after the date of Final Acceptance of the Contract (“Preservation Period”); or if any Claim, audit or litigation arising out of, in connection with, or related to this Contract is initiated, all documents shall be retained until such Claim, audit or litigation involving the documents is resolved or completed, whichever occurs later.

B. The Contractor shall also guarantee that all Subcontractor and Supplier documents shall be retained and open to similar inspection, audit and/or copying during the Contract Time and also the Preservation Period. The Contractor, Subcontractor, and Supplier shall use its best efforts to cooperate with the inspection, auditing, and/or copying.

C. Inspection, audit, and/or copying of all documents described herein, may be performed by the County or its designee at any time with not less than seven (7) Days' Notice. Provided however, if an audit or inspection is to be commenced more than sixty (60) Days after the Final Acceptance date of the Contract, the Contractor will be given twenty (20) Days' Notice of the time when the audit or inspection is to begin.

D. The Contractor, Subcontractors, and Suppliers shall provide adequate facilities, acceptable to the County, for inspection, auditing, and/or copying during normal business hours.

E. If the Contractor is formally dissolved, assigns or otherwise divests itself of its legal capacity under this Contract, then it shall immediately notify the County and preserve such documents, at its expense, as directed by the County.

F. The Contractor, Subcontractor, and Supplier shall be subject to audit at any time with respect to this Contract. Failure to maintain and retain sufficient records in full compliance with all Contract requirements and to allow the County to verify all costs or damages or failure to permit the County access to the books and records shall constitute a waiver of the rights of the Contractor to Claim or be compensated for any damages, additional time or money under this Contract.

G. At a minimum, the following documents, including the machine readable electronic versions, shall be available for inspection, audits, and/or copying:

1. Daily time sheets and all daily reports, supervisor's reports, and inspection reports;
2. Collective bargaining agreements;
3. Insurance, welfare, and benefits records;
4. Payroll registers;
5. Earnings records;
6. All tax forms, including payroll taxes;
7. Material invoices and requisitions;
8. Material cost distribution worksheet;
9. Equipment records (list of Contractor's, Subcontractors', and Suppliers' equipment, rates, etc.);
10. Contracts, purchase orders, and agreements between the Contractor and each Subcontractor and Supplier;
11. Subcontractors' and Suppliers' payment certificates;
12. Correspondence, including email, among Contractor, Subcontractors, Suppliers and their consultants;
13. All meeting notes by and between Contractor, Subcontractors, Suppliers and/or any third parties related to the Project;
14. Canceled checks (payroll and vendors);

15. Job cost reports, including monthly totals;
16. Job payroll ledger;
17. Certified payrolls;
18. General ledger;
19. Cash disbursements journal;
20. Escrow bid documents, take off sheets, and calculations used to prepare the bid and/or quotes;
21. All cost and schedule records related to a request for an adjustment in Contract Price, Contract Time or damages, including but not limited to, take off sheets, calculations, quotes, other financial data to support Change Proposals, Requests for Change Order and Claims;
22. Financial statements for all years during the Contract Time. In addition, the County may require, if it deems appropriate, additional financial statements for three (3) years preceding execution of the Contract and six (6) years following Final Acceptance of the Contract;
23. Depreciation records on all Contractor's, Subcontractor's, and Supplier's equipment, whether these records are maintained by the Contractor, Subcontractors, and Suppliers involved, its accountant, or others;
24. All source documents, if a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment;
25. All documents which relate to each and every Claim together with all documents which support the amount of damages as to each Claim;
26. Worksheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, Suppliers, all documents which establish time periods, individuals involved, the hours for the individuals, and the rates for the individuals;
27. Worksheets, software, and all other documents used (a) by the Contractor to prepare its bid and schedule(s) and/or (b) to prepare quotes and bids to the Contractor;
28. All schedule documents, including electronic versions, planned resource codes, or schedules and summaries, including but not limited to those that support with specificity any Contractor request for a change in the Contract Time in any Request for Change Order;
29. All Submittals; and,
30. All other documents, including email, related to the Project, Claims, or Change Orders.

H. After Contract Execution the Contractor shall mark any document it considers proprietary or confidential accordingly. Such document will be treated as such by King County; however, the County cannot ensure that this document will not be subject to release pursuant to a public records request. In the event the County receives a request for such document, the County will advise the Contractor and will not release the requested document for a period of not less than ten (10) Days in

order to give the Contractor an opportunity to obtain a court order prohibiting the release of the document in response to the public records request.

3.13 MAINTENANCE AND SITE CLEANUP

A. The Contractor shall at all times keep the Site, access points, and public rights-of-way free from accumulation of dirt, mud, waste materials or rubbish caused by the Contractor or Subcontractors. At the completion of the Contract Work, the Contractor shall remove and lawfully dispose of all its dirt, mud, waste materials, rubbish, tools, scaffolding and surplus or partly used materials from the Site and shall leave the Site broom clean unless some stricter standard is specified in the Contract.

B. The Contractor shall obey all applicable laws and regulations relating to the storage, use, and disposal of Hazardous Materials. The Contractor shall promptly notify the County of all Contractor or Subcontractor caused spills or releases of Hazardous Materials, and pay the cost to promptly clean up all such spills or releases and any associated fines or penalties. The Contractor shall maintain documentation of the clean-up and disposal all Contractor or Subcontractor caused spills or releases of Hazardous Materials.

C. In case of a dispute over clean-up, the County may, after written Notice to the Contractor, sweep surfaces or remove the dirt, mud, waste materials, rubbish, or Hazardous Materials and charge all reasonable costs of such work to the Contractor. The County may charge the Contractor or deduct such costs from payments otherwise due the Contractor pending a resolution of the dispute or exercise its rights under the Performance and Payment Bond. In the event there are insufficient funds remaining, excluding retention, the Contractor shall pay the County for the costs associated with maintenance and site cleaning.

3.14 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS

A. Contractor shall protect from damage all existing structures, curbs, gutters, sidewalks, equipment, utilities, trees, vegetation and all other improvements, at or near the Site, not shown in the Contract Documents to be removed or modified. Contractor shall repair, at no cost to the County, any such damage resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, the County may have the necessary work performed and deduct or charge the cost to Contractor or exercise its rights under the Performance and Payment Bond. In the event there are insufficient funds remaining, excluding retention, the Contractor shall pay the County for the costs associated with protection of such property and repairing the damages.

3.15 PERMITS, EASEMENTS, LAWS AND REGULATIONS

A. Except those permits, variances, easements, and licenses specified in the Contract as having been previously obtained by the County, all permits, variances, easements, and licenses necessary for the execution of the Work shall be secured and paid for by the Contractor. The Contractor shall identify and apply for such permits, variances, easements, and licenses at the earliest possible time so as to avoid any delay to the Contract Work. No actions taken by the County to aid the Contractor in securing any permits, variances, easements, and licenses shall relieve the Contractor of its obligations to secure any such permits, variances, easements, and licenses.

B. The Contractor shall maintain all stamped permit sets of Record Documents at the Site during construction, in good condition and as required by local ordinances.

C. The Contractor shall perform all Work in full compliance with local, state and federal laws, ordinances, resolutions and regulations, and with all permit, variance, easement, and license conditions pertaining to the conduct of the Work. The Contractor shall provide written Notice to the Project Representative of the dates of commencement and completion of work on each easement or license provided by King County. If the Contractor fails to diligently prosecute and complete the work in accordance with each such easement or license or if King County becomes obligated to pay additional amounts for the use of such easement or license, the Contractor shall be charged such additional costs which shall be set off against any amounts owning to the Contractor or entitle the County to a reimbursement from the Contractor. Upon completion of use of each right of way, easement or license the Contractor shall provide the Project Representative with a written release signed by the landowner, or authorized agent therefor, stating that the landowner has no claims whatsoever against King County on account of the Contractor's use of such right of way. Such release shall be on the form set forth in the Specifications or as provided by King County upon request.

D. The Contractor shall defend, indemnify, and hold the County harmless from any assessment of fines, penalties, or damages arising from violations of the same by the Contractor or Subcontractors. The Contractor shall pay and provide proof of payment for any assessments of fines, penalties or damages. The Contractor shall cooperate with all governmental entities regarding inspection of the Work and compliance with such requirements.

E. Taxes. The Contractor is required to pay all applicable taxes other than state or local sales tax on the Contract Price. No adjustment will be made in the amount to be paid by the County under the Contract because of any change in law or regulations covering any applicable taxes, or because of any misunderstanding by the Contractor as to its liability for or the amount of any taxes.

3.16 PATENTS AND ROYALTIES

A. The Contractor shall pay all costs or fees relating to royalties or claims for any patented invention, article, process or method that the Contractor or its Subcontractors or Suppliers may use upon or in any manner connected with the Work under this Contract or with the use of completed Work by the County. The Contractor and its sureties shall protect and hold King County, and its officers, agents and employees, harmless against any and all demands made for such fees or claims brought or made by or on behalf of the holder of any invention or patent. Before final payment is made on this Contract, the Contractor shall, if requested by the County, furnish acceptable proof of a proper release from all such fees or claims.

3.17 CONTRACTOR'S CERTIFICATION

A. **Conflict of Interest**

Consistent with the King County Code of Ethics, Chapter 3.04, the Contractor certifies (and shall require each Subcontractor to certify) that it has no direct or indirect financial or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the work, services or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives acquires such a conflict of interest, the Contractor shall immediately disclose such interest to King County and take action immediately to eliminate the conflict or to withdraw from this Contract, as King County may require.

B. **Gifts and Gratuities**

The Contractor, by entering into this Contract with the County to perform or provide work, services or materials, has thereby certified:

That no gratuities, in the form of entertainment, gifts or otherwise, have been or will be offered or given by the Contractor or any of its agents, employees or representatives, to any official member or employee of King County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending thereof, or the making of any determination with respect to the performance of this Contract. The Contractor certifies that it has not made any contributions to any person or entity as a condition of doing business with the County and it has disclosed to the County all attempts by any person to solicit such payments.

C. **Penalties**

Contractors are advised that violations of the above provision may constitute a violation of King County Code 3.04.06, which authorizes criminal liability and civil penalties, including the cancellation of current contracts and disqualification from bidding for a two(2) year period.

3.18 DEVIATION FROM CONTRACT

A. The Contractor shall not make an alteration, variation, addition, deviation, or omission from the requirements of the Contract without the written consent of the Project Representative.

B. The County shall have the right to treat any alteration, variation, addition, deviation, or omission from the requirements of the Contract as a contract breach if prior written consent is not obtained from the Project Representative, which may be justification for the County to withhold payment, stop work, or terminate the Contract for default.

C. Alteration, variation, addition, deviation or omission from the Contract without prior written consent shall not be excused by any alleged defect or error in the Contract Documents.

D. Contractor shall be solely and completely responsible for any damages or loss that may occur arising from or related to any alteration, variation, addition, deviation or omission from the requirements of the Contract, if prior written consent is not obtained from the Project Representative.

E. Unless the County acknowledges any such alteration, variation, addition, deviation or omission in a Change Order, any such alteration, variation, addition, deviation or omission by the Contractor shall not result in any extra compensation or extension of time.

3.19 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

A. **Operating Area**

Contractor shall confine all operations, including storage of materials on the Site, to County-approved areas.

B. **Temporary Buildings and Utilities**

Unless otherwise specified, temporary buildings (including storage sheds, shops, and offices) and utilities may be erected by Contractor on the Site only with the written consent of the County and without expense to the County. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by the Contractor at its expense upon completion of the Work.

C. **Use of Roadways**

The Contractor shall use only established roadways or temporary roadways authorized by the County. When materials are transported during prosecution of the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.

D. **Disposal/Removal of Materials**

The Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal of all such materials and components. The Contractor shall provide the County with a copy of all manifests and receipts evidencing proper disposal when required by the County or applicable law.

E. **Protection and Care of Contractor's Materials and Equipment**

The Contractor shall be responsible for the proper care and protection of all materials and equipment delivered to the Site. Materials and equipment may be stored on the Site at the Contractor's own risk and with prior written approval from the County. When the Contractor uses any portion of the Site as a shop, the Contractor shall be responsible for any repairs, patching, or cleaning arising from such use and for obtaining any necessary permits to establish such shop or temporary storage facilities.

3.20 CONTRACTOR'S OVERALL RESPONSIBILITY FOR PROTECTION OF WORK, PROPERTY, AND PERSONS

A. The Contractor shall be responsible for conditions of the Site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Site and perform the Work in a manner which meets all statutory and common law requirements or other specific contractual requirements for the provision of a safe place to work and which adequately protects the safety of all persons and property on or near the Site. This obligation shall apply continuously and shall not be limited to normal working hours. The County's inspection of the Work or presence at the Site does not and shall not be construed to include review of the adequacy of the Contractor's safety measures in, on or near the site of the Work.

B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including adequate safety training, in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

C. King County is committed to a safe, healthy, drug-free, and alcohol-free work environment on all County property and worksites. Employees of Contractor, Subcontractors, Suppliers, or third parties authorized or allowed on the Site by the Contractor are prohibited from reporting to, or performing Work on, County property or worksites with the odor of alcohol present on their person. If a County employee or any personnel of the above entities observes a person on Site consuming alcohol, marijuana or any controlled substance and/or appearing to be under the influence of or impaired by alcohol, marijuana or any controlled substance, they must immediately notify the Project Representative. Any person observing such behavior will use specific, contemporaneous and articulable observations about the person's appearance, speech, behavior, and odor when notifying the Project Representative. The Project Representative will notify the Contractor of the observations. The Contractor shall instruct the employee that they are prohibited from continuing to perform Work and will safely remove the employee from the County property or worksite.

D. Unless otherwise required in the Contract Documents the Contractor shall protect and be responsible for any damage or loss to the Work or to the materials and equipment associated with the Work until the date of Substantial Completion. The Contractor remains responsible for any damage or loss caused directly or indirectly by the acts or omissions of the Contractor, Subcontractors, Suppliers, or third parties authorized or allowed on the Site by the Contractor until Final Acceptance.

E. The Contractor shall also be solely and completely responsible for damages arising from the Work that affect property adjacent to the Site.

F. The Contractor shall repair or replace without cost to the County any damage or loss that may occur, except damages or loss caused solely by the acts or omissions of the County.

G. The Contractor shall erect and maintain adequate signs, fencing, barricades, lights or security measures and persons to protect the Work until the Project Representative authorizes in writing the removal of signs, fencing, barricades, lights or security measures.

3.21 PROTECTION OF PERSONS

A. The Contractor shall take all reasonable precautions for the safety of all employees working on this Contract and all other persons who may be affected by such Work. The Contractor shall designate a responsible member of its organization at the Site whose duty shall be to manage and coordinate the safety programs and to prevent accidents by the Contractor and Subcontractors.

B. If the Contractor encounters materials at the Site reasonably believed by the Contractor to be Hazardous Material including, but not limited to, asbestos, lead, or polychlorinated biphenyl (PCB), Contractor shall immediately stop work in the area affected and give Notice of the condition to the County. Work in the affected area shall not be resumed without written direction by the County.

C. The Contractor shall maintain in a reasonable number of conspicuous and accessible places at the Site all materials necessary for giving first aid to the injured. The Contractor shall establish, publish and make known to all employees procedures for initiating 911 emergency response and ensuring immediate removal to a hospital or a doctor's care for person(s) who may have been injured on the Site. Employees shall not be permitted to work on the Site before the Contractor has: (1) provided all materials necessary for giving first aid at the Site; and, (2) established and made known procedures for removal of injured person(s) to a hospital or doctor's care. The Contractor shall ensure at all times that at least one of its employees on Site has adequate training in first aid.

D. In order to protect the lives and health of persons performing work under this Contract, the Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments and regulations issued thereunder, and the provisions of the Washington Industrial Safety Act of 1973 (WISHA), including all revisions, amendments and regulations issued thereunder by the Washington State Department of Labor and Industries. The WISHA regulations shall apply, without limitation, to all excavation, tunneling, trenching and ditching operations. In case of conflict between any such requirements, the more stringent regulation or requirement shall apply. There is no acceptable deviation from these safety requirements, regardless of practice in the construction industry. Any violation of OSHA, WISHA or other safety requirements applicable to the work may, at the sole discretion of King County, be considered a material breach of this Contract.

3.22 SAFETY PROGRAM

A. The Contractor shall prepare and provide to the County a written site specific "Safety Program" demonstrating the methods by which all applicable safety requirements of this Contract will be met. The Contractor shall ensure its Subcontractors and Suppliers have a written "Safety Program" or formally adopt the Contractor's site specific "Safety Program." The Contractor shall designate a Safety Officer who shall be responsible for proper implementation of the "Safety Program." The Contractor shall submit a copy of its "Safety Program" and the Subcontractor's "Safety Program" to the County within fourteen (14) Days after the Contractor signs the Contract. The County's review of such programs shall not be deemed to constitute approval or acceptance thereof and shall not relieve or diminish the Contractor's sole responsibility for Site safety.

B. The Contractor shall conduct a weekly safety meeting with all Subcontractors and others on the Site performing Work hereunder to discuss general and specific safety matters. The Contractor shall provide upon request, notice of each meeting to the County. At the County's request the Contractor shall provide the County with a record of each meeting, including a sheet on which each attendee signed in and a list of the matters discussed.

3.23 STORAGE OF CONTRACTOR'S PROPERTY

A. The Contractor's tools and equipment and building materials to be incorporated into the Project may be stored on the Site at Contractor's sole risk, and all such storage shall be subject to the requirements of the Contract. Any repairs, patching or cleaning of the Site that may be necessary to restore the Site to its previous condition due to storage of the Contractor's materials, tools or equipment, or other aspects of the Contractor's Work, shall be the responsibility of the Contractor.

3.24 ARCHAEOLOGICAL AND HISTORICAL PRESERVATION

A. The Contractor shall comply fully with the requirements set forth in Chapter 27.53 RCW, now and as hereinafter amended, entitled Archaeological Sites and Resources. The Contractor shall immediately notify the Project Representative if any artifacts, skeletal remains or other archaeological resources (as defined under RCW 27.53.040 now and as hereinafter amended) are unearthed during excavation or otherwise discovered on the site of the work. If directed by the Project Representative, the Contractor shall immediately suspend any construction activity, which, in the opinion of the Project Representative, would be in violation of Chapter 27.53 RCW. The suspension of Work shall remain in effect until permission to proceed has been obtained by the Project Representative from the State Historic Preservation Officer or private landowner, as applicable.

3.25 WATER POLLUTION CONTROL REQUIREMENTS

A. The Contractor shall comply with and be liable for all penalties, damages and violations under Chapter 90.48 RCW, now and as hereinafter amended, in the performance of the Work. By submitting a bid for and entering into this Contract, the Contractor has thereby assured King County that the Contractor has knowledge of, understands, and will comply with the provisions and requirements of Chapter 90.48 RCW, including any regulations issued pursuant thereto. The Contractor shall also perform the Work in compliance with water pollution control requirements as may be set forth in this Contract and as may be a part of any permit or other authorization issued or obtained for this Contract.

3.26 RIGHTS OF WAY

A. All rights of way or street use permits to be provided by King County for use by the Contractor for theWork shall be set forth in the Specifications and may be shown on the Drawings. The Contractor's construction activities shall be confined within the identified rights of way, unless the Contractor makes arrangements for use of additional public and/or private property and complies with the requirements of this provision. The Contractor shall comply with all requirements set forth in such rights of way documents and in the Contract applicable to the performance of Work hereunder. The Contractor shall provide written Notice to the Project Representative of the dates of commencement and completion of work on each right of way provided by King County. If the Contractor fails to diligently prosecute and complete the work on each such right of way and, as a result of such failure, King County becomes obligated to pay additional amounts for the use of such right of way, the Contractor shall be charged such additional costs which shall be set off against any amounts owning to the Contractor or entitle the County to a reimbursement from the Contractor. Upon completion of use of each right of way, the Contractor shall provide the Project Representative with a written release signed by the landowner, or authorized agent therefor, stating that the landowner has no claims whatsoever against King County on account of the Contractor's use of such right of way. Such release shall be on the form set forth in the Specifications or as provided by King County upon request.

B. If the Contractor makes arrangements for use of such additional public and/or private property, the Contractor, prior to using such property, shall provide the Project Representative with written permission of the landowner, or duly authorized agent of such landowner, for such use. Upon completion of use of such property, the Contractor shall provide the Project Representative with a written release signed by such landowner or authorized agent therefor stating that the owner has no claims whatsoever against King County on account of the Contractor's use of such property. Such release shall be on the form set forth in the Specifications or as provided by King County upon request.

C. The Contractor shall save King County harmless from all suits and legal proceedings of every kind and description that might result from use of or damage to rights of way and public and/or private property by the Contractor. The Contractor shall comply with all laws, rules, regulations, ordinances, resolutions or directives relating to its use of public rights of way, streets or highways; and its use of same shall not disturb the rights and property of adjacent landowners.

3.27 ENVIRONMENTAL MITIGATION PLAN

A. If required elsewhere in the Contract Documents, the Contractor shall prepare and submit to the Project Representative a plan by which the Contractor and its Subcontractors and Suppliers shall ensure all environmental mitigation requirements shall be complied with during performance of the Work under this Contract. The plan shall specifically address each such requirement. Failure to submit a complete environmental mitigation plan may result in suspension of Work; delays, if any, resulting therefrom shall be considered caused by the acts of the Contractor, and any time delays or additional costs resulting therefrom shall be borne by the Contractor. Preparation of such a plan and compliance with all environmental mitigation requirements shall be deemed incidental to the Work under this Contract and all costs therefor shall be included in the Contract Price.

3.28 SUBCONTRACTOR RESPONSIBILITY

A. Prior to subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
    a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    b. A Washington Employment Security Department number, as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. An electrical contractor license, if required by Chapter 19.28 RCW; and
    e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). The Contractor shall require its first tier Subcontractors to verify the responsibility criteria for lower tier Subcontractors it hires and to require those Subcontractors to verify the responsibility criteria for lower tier Subcontractors.

B. The Contractor shall require its first tier Subcontractors to provide the scope and amount of insurance coverage and evidence of such coverage, including any requirements to list and/or name King County or Contractor, or others as additional insured, in accordance with the requirements of the Contract, and shall require those Subcontractors to verify required insurance coverage for lower tier Subcontractors.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.0 TIME OF ESSENCE

A. All time requirements set forth in the Contract Documents are of the essence.

4.1 WORK PROGRESS

A. The Contractor shall:
1. Prosecute the Work diligently with adequate forces;
2. Plan, coordinate, and layout the Work in advance so as to avoid delay;
3. Achieve all Milestones and Substantial Completion, in accordance with the requirements of the Contract; and
4. Complete all Contract close out requirements in accordance with the Contract within the time period for Completion/Final Acceptance established by the County in the Notice of Substantial Completion.

4.2 SCHEDULE OF VALUES

A. Unless otherwise specified, within fourteen (14) Days after the date of Notice to Proceed, the Contractor shall submit to the County a detailed Schedule of Values that identifies the various activities of the Contract Work and their values and quantities, including the Overhead and profit for each activity. The Contractor warrants that the values identified in its Schedule of Values accurately reflect the value of each work activity. The Schedule of Values shall be used as a basis for

calculating all payments. Payment for Contract Work shall be made only for, and in accordance with, those activities identified in the Schedule of Values.

B. The Contractor shall not be entitled to, nor shall the County be required to make, payment for any Contract Work until the Schedule of Values has been accepted by the County. Such acceptance shall not be unreasonably withheld.

C. The County shall review and accept the Schedule of Values or provide the Contractor with a written explanation of why the Schedule of Values is not acceptable. The County shall use reasonable efforts to review the Schedule of Values within fifteen (15) Days of the County's receipt of the Contractor's submittal of its Schedule of Values. The County's acceptance of the Schedule of Values shall not relieve the Contractor from its sole responsibility for the accuracy of the Schedule of Values and its compliance with all Contract requirements. The Contractor shall revise the Schedule of Values as necessary to accurately reflect Change Orders.

D. Each Application for Payment shall include a current status of the Schedule of Values. No Application for Payment will be considered until the current status of the Schedule of Values has been submitted and accepted.

E. The activities, which the Contractor identifies within its Schedule of Values, shall be specifically referenced within, and conform and be consistent with, the activities set forth within the Project Schedule.

4.3 PROJECT SCHEDULE

A. Unless otherwise specified, within fourteen (14) days after the date of Notice to Proceed, the Contractor shall submit to the County a Project Schedule. The Project Schedule shall show the sequence in which the Contractor proposes to perform the Work, indicate the Critical Path, identify the dates on which the Contractor proposes to start and finish the scheduled activities of the Contract Work, indicate Substantial Completion within the Contract Time, indicate a date for Completion/Final Acceptance, and meet all the requirements as may be set forth more particularly in the Technical Specifications on Project Schedule. Any schedule having an early completion date (less than the Contract Time) shall show the time between the early completion date and the Contract Time/Date as Float.

B. The Project Schedule shall be prepared in the schedule format specified in the Technical Specifications and provided in electronic form and hard copy.

C. Within fifteen (15) Days of the County's receipt of the Contractor's submittal of its Project Schedule or unless stated elsewhere in the Contract, the County shall review the Project Schedule and provide the Contractor with written comments. The County will review the Project Schedule only to determine whether the Project Schedule meets the requirements in the Technical Specifications on Project Schedule. To the extent the Project Schedule does not meet such Technical Specifications, the Contractor shall revise the Project Schedule to make it compliant.

D. By reviewing the Project Schedule and providing written comments, the County is not approving or adopting the Contractor's plan, schedule, means, methods, techniques, sequences, or procedures required to perform the Work. Review and comment by the County of the Project Schedule shall not relieve the Contractor from the sole responsibility for the accuracy of a Project Schedule, and its compliance with all Contract requirements, and its responsibility to meet all required Contract completion dates. Failure by the County to indicate items on the Project Schedule that do not conform with the Contract requirements shall not alter or waive the Contract

requirements or relieve the Contractor from complying with all Contract requirements.

E. The Contractor shall not be entitled to, nor shall the County be required to make payment for any Contract Work until the Project Schedule complies with all Contract requirements.

F. The Contractor shall schedule the Contract Work so that the Contract Work is completed within the Contract Time. Float in the Project Schedule shall be defined as the period of time measured by the number of days each non-critical path activity may be delayed before it and its succeeding activities become part of the Critical Path. Contractor and the County may both utilize Float to offset delays to the Project Work.

G. The Contractor shall regularly enter the actual progress of the Work on the Project Schedule and any changes to the Contract Time approved by the County by Change Order. Updated Project Schedules shall reflect actual progress and shall be provided to the County with each Application for Payment. Applications for Payments will not be processed by the County unless submitted in the format required by the Contract and the Contractor shall not be paid until the Contractor complies with these requirements.

H. If, in the opinion of the County, the Contractor falls behind in its progress of the Work due to acts or omissions of the Contractor, Subcontractors or Suppliers, the Contractor, upon Direction from theCounty, shall take all necessary steps to improve its progress and bring its progress back in-line with the baseline Project Schedule as amended by Change Orders, if any, without additional cost to the County. In this circumstance the Contractor shall, as necessary, increase the number of shifts, overtime operations, and/or days of work, both on and off the Site; and must submit a supplementary schedule or schedules to demonstrate how an acceptable rate of progress will be regained. If the Contractor disagrees with the County's Direction, it must submit a Request for Change Order in accordance with Article 5, *Changes to the Contract.* Failure of the Contractor to comply with the requirements under these provisions shall be grounds for a determination by the County that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the County may pursue any right it has under the law or the Contract, including but not limited to termination for default.

4.4 SUBMITTALS

A. The Contractor shall perform no portion of the Work requiring Submittals until the Submittals have been reviewed and returned by the County with one of the following annotations: (1) no exceptions taken or (2) note markings.

B. Prior to furnishing any Submittal to the County, the Contractor shall: (1) coordinate all Submittals for all Contract Work by other trades and review for correlation with field measurements and (2) review and approve in writing all Contractor and Subcontractor Submittals for accuracy, completeness, and compliance with the Contract. Where required by law or by the Contract, Submittals shall be stamped by an appropriate licensed professional. Submittals lacking required stamps or evidence of Contractor review and approval will be returned without review by the County for resubmission. Submittals shall be sequentially numbered.

C. Submittals required to be stamped by an appropriate licensed professional by law or by the Contract, shall include proof of Professional Liability insurance as specified in Section 00430 prior to Work being performed. The Contractor shall include this

Professional Liability insurance on the Submittals schedule required in this Article 4, Administration of the Contract. If the Contract requires a Master Submittal List, the Professional Liability insurance shall be listed with the Policy Limits and insureds identified, and all contractually-required dates, such as when the work will be performed and the date the insurance is effective.

D. The Contractor shall not perform work that alters, varies, adds, deviates, or omits Work without prior specific written acceptance by the County. If the Contractor proposes a deviation or substitution, the Contractor shall identify and state reasons for any alteration, variation, addition, deviation, or omission from the Contract. The Contractor warrants that any alteration, variation, addition, deviation, or omission shall meet or exceed all requirements of the Contract, and it assumes all risk therefor.

E. The Contractor shall provide Submittals with reasonable promptness and in such sequence as to facilitate the timely completion of the Contract. The Contractor shall prepare and keep current, for review by the County, a Submittals schedule, which is coordinated with the Contractor's Project Schedule and allows the County reasonable time for review.

F. The County shall review the Contractor's Submittals and respond in writing with reasonable promptness so as not to unreasonably delay the progress of the Work. Unless otherwise agreed, no delay to the Contractor's Work shall be attributable to the failure by the County to respond to a Submittal until fifteen (15)Days after the Submittal is received by the County, and then only if failure by the County to respond is unreasonable and affects the Contract completion date.

G. If the Contractor is required to resubmit a Submittal, any revisions on resubmittals shall be specifically identified in writing and the resubmitted Submittal shall be sequentially alpha denoted and revisions noted in numerical order. The cost of the review of the initial Submittal and the first revised submittal shall be borne by the County. The costs of all additional revised Submittals shall be charged to the Contractor. The cost of review shall include, without limitation, administrative, design, and engineering activities directly related to review of Submittals. The County may deduct these costs from any amounts due the Contractor.

H. The County shall review Submittals only for conformance with the design of the Work and compliance with the Contract. Review of the Submittals is not conducted to verify the accuracy of dimensions, quantities, or calculations, the performance of materials, systems, or equipment, or construction means, methods, techniques, sequences, or procedures, all of which remain the Contractor's responsibility. Failure by the County to take exception to a Submittal, or note any errors or omissions in a Submittal, shall not relieve the Contractor from any duty, including its responsibility for errors or omissions in Submittals, its duty to make Submittals and duty to perform the Work according to the requirements of the Contract. The County's review of a Submittal shall not alter or waive the requirements of the Contract unless the County has issued prior written acceptance of such change or alteration of the Contract requirements.

I. The Contractor's failure to identify any error, deviation, or omission; and the County's subsequent notation of (1) "no exception taken" or (2) "note markings" on the Submittal shall not relieve the Contractor from complying with the Contract requirements.

4.5 REQUESTS FOR INFORMATION

A. If the Contractor determines that some portion of the drawings, specifications or other Contract Documents require clarification or interpretation by the County because of an apparent error, inconsistency, omission, or lack of clarity in the Contract, the Contractor shall promptly submit a Request For Information ("RFI") and, unless otherwise directed, shall not proceed with the affected Work until the County has responded to the RFI. The Contractor shall plan its work in an efficient manner so as to allow for timely responses to RFIs.

B. RFIs shall only be submitted by the Contractor on a RFI form provided by the County or in a form acceptable to the County. The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed by the County. In the RFI the Contractor shall set forth its own interpretation or understanding of the requirement along with reasons why it reached such an understanding.

C. The County will review RFIs to determine whether they meet the requirements identified above in provision 4.5 B to qualify as an RFI. If the County determines that the document is not an RFI it will be returned to the Contractor unreviewed as to content. When appropriate the Contractor may resubmit the RFI on the proper form, with all required information and in the proper manner.

D. The County shall respond in writing with reasonable promptness to Contractor's RFI.

1. At the request of the Project Representative, the Contractor shall prioritize its RFIs, identify a date by which the Contractor prefers the RFI be answered, and reasons for such priority.

2. If the Contractor submits a RFI on an activity less than fifteen (15) Days prior to the commencement of that activity, the Contractor shall not be entitled to any time extension or adjustment in Contract Price due to the time it takes the County to respond to the RFI provided that the County responds within fifteen (15) Days. No delay to the Contractor's work or damages to the Contractor shall be attributable to the failure by the County to respond to the RFI until fifteen (15) Days after the County's receipt of the RFI, and then only if the failure by the County to respond is unreasonable and affects the Contract completion date or Work on the Critical Path.

E. The County's response to an RFI shall not be considered a change to the Contract requirements. To the extent the Contractor believes that the County's response to the RFI constitutes changed work impacting Contract Price or Contract Time, the Contractor shall submit a Contractor's Request for Change Order to the County in accordance with Articles 5, *Changes to the Contract*.

4.6 TESTS, INSPECTIONS, AND ACCESS TO THE WORK

A. The Contractor shall document and maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract. The Contractor shall maintain all documentation related to testing and inspection and make such documentation available to the County at its request. Contractor shall be responsible for inspection and quality assurance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the County, or with the appropriate public authority. If any governmental, regulatory, or permitting authority requires any portion of the Work to be inspected, tested, or approved, the Contractor shall make all arrangements for and cooperate with such inspections, tests, and approvals so as not to delay

completion of the Contract Work. The Contractor shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the County at least three (3) Days (excluding weekends and County holidays) Notice of: (1) when the work is ready to be tested and inspected and (2) when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to the County upon request.

B. The Contractor shall cooperate with the County in the performance of any tests and inspections of the Work. The Contractor has the duty to coordinate all tests and inspections in a manner that does not negatively impact Contractor's compliance with the Contract.

C. If any Work required to be inspected, tested, or approved is physically covered without such inspection, testing or approval being obtained, it must, if requested by the County, be uncovered for observation, and such uncovering shall be at Contractor's expense.

D. Upon request by the County, any Work not otherwise required to be inspected or tested shall be uncovered by the Contractor. If the Work is found to comply with the Contract or if any non-compliance was not caused by the Contractor, Subcontractor, or Supplier, the County will (1) pay the costs of testing and inspection; (2) pay the costs associated with the uncovering and recovering of the Work; and, (3) adjust the Contract Time to the extent the inspection and repair impacted the Project Schedule and delayed completion of the Work on the Critical Path. If any non-compliance is caused by the Contractor, Subcontractor, or Supplier, the Contractor shall bear such costs as well as all costs of correction and the Contractor shall not be entitled to an adjustment in Contract Time.

E. The County may, at any reasonable time and at its own cost, conduct inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract. The County shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract. The County inspections and tests are for the sole benefit of the County and do not:

   1. Constitute or imply acceptance;
   2. Relieve Contractor of responsibility for providing adequate quality control measures;
   3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
   4. Relieve Contractor of its responsibility to comply with the requirements of the Contract; or,
   5. Impair the County's right to reject defective or nonconforming items or to avail itself of any other remedy to which it may be entitled.

F. Neither observations by an inspector retained by the County, the presence or absence of such inspector on the Site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract. Inspectors are not authorized to change any term or condition of the Contract.

G. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by the County. The County may charge Contractor any additional cost of inspection or testing when Work is not ready for inspection or testing at the time stated by Contractor, or when prior rejection makes

re-inspection or retest necessary. The County shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

4.7 CORRECTION OF WORK OR DAMAGED PROPERTY

A. The County shall have the right to reject Work as defective or non-conforming by giving Notice to the Contractor that material, equipment or workmanship provided or incorporated into the Work does not meet the Contract requirements or fails to perform satisfactorily.

1. The County, at its option, shall require the Contractor, within a designated time period as set forth by the County, to either:

   a. Promptly repair, replace or correct all Work not performed in accordance with the Contract at no cost to the County; or

   b. Provide a suitable corrective action plan at no cost to the County.

2. Once the corrective action plan is reviewed and returned by the County with the annotation “no exception taken” or “note markings” by the County, the Contractor shall implement the corrective action plan.

3. Reviewing and providing comments on the corrective action plan is not an acknowledgement by the County that such plan is adequate to remedy the defective or non-conforming Work.

4. If the corrective action plan does not remedy the defective or non-conforming Work, the Contractor shall remain responsible for remedying of the defective or non-conforming Work to the County’s satisfaction.

5. The Contractor shall also be responsible for all repairs to any property and work damaged by the Contractor.

6. Under no circumstances shall the Contractor be entitled to additional time or money for the correction of defective or non-conforming work or for the repair of damaged property. The County shall not be responsible for any costs to prepare corrective action plans, correct work or repair damaged property.

7. If the Contractor disagrees with the County’s Notice of defective or non-conforming Work, or disagrees with the County’s Direction (i) to repair, replace, or correct the Work, or (ii) to provide a corrective action plan, the Contractor must submit a Request for Change Order in accordance with Article 5, *Changes to the Contract*.

B. If the Contractor does not repair, replace or correct and/or remove defective or non-conforming Work or repair damaged property as required by the County, the County or County’s designee may repair, replace or correct and/or remove it and deduct the cost of such effort from any payment due the Contractor.

1. Under this provision, the County reserves the right to make use of the Contractor’s plant and equipment for this repair, replacement, correction or removed Work. If the remaining payments due the Contractor are not sufficient to cover the County’s cost of remedying the defective or non-conforming Work, the Contractor shall pay the difference to the County.

C. The County may elect to retain defective or non-conforming Work if the County determines that removal of such work is impractical or will create conditions that are dangerous or undesirable.

1. Just and reasonable value for such defective or non-conforming Work will be determined by the County and appropriate deductions will be made in the payments due or to become due to the Contractor.
2. The County's exercise of the rights under this provision shall be without prejudice to any other remedy the County may have, and shall not constitute a termination of the Contract.

D. The Contractor shall be liable for all damages and costs incurred by the County caused by the Contractor's or its Subcontractors' and Suppliers' defective or non-conforming Work or workmanship, including but not limited to all special, incidental, or consequential damages incurred by the County. The Contractor agrees to indemnify and hold the County harmless from any personal injury or property damage caused by the Contractor's or its Subcontractors' defective or non-conforming Work or workmanship.

4.8 SUBSTITUTION OF PRODUCTS & PROCESSES

A. Substitutions requested by the Contractor will be subject to the County's prior written acceptance and at the County's sole discretion.

B. A request for substitution must specifically identify:

1. Material, equipment, and labor costs included in the Contractor's bid associated with the original item to be substituted;
2. All costs for material, equipment, labor associated with the proposed substitution, including any impact costs;
3. Proposed change to the Contract Price and/or Contract Time; and,
4. Compatibility with, or modification to, other systems, parts, equipment or components of the Project and Contract Work.

C. Contractor shall provide all documentation supporting its request for substitution as requested by the County.

D. All costs of any redesign or modification to other systems, parts, equipment or components of the Project or Contract Work, which result from the substitution, shall be borne by the Contractor.

E. When the County accepts a substitution proposed by the Contractor, the Contractor shall guarantee the substituted article or materials to be equal to, or better than, those originally specified and shall be compatible with all other systems, parts, equipment or components of the Project and Contract Work. The County has the right to order that an unaccepted, substituted article be removed and replaced without additional cost to the County.

F. The County has a right to a deductive Change Order if the substituted product or process is less costly than the contractually required product or process.

G. If the County does not accept the substitution requested by the Contractor, the Contractor shall proceed, without delay or cost to the County, with the Contract Work as originally specified.

ARTICLE 5: CHANGES TO THE CONTRACT

5.0 GENERAL

A. All changes to the Contract must be made in writing and signed by the King County Executive or its designees in the form of a bilateral Change Order or unilateral

Change Order as set forth in Article 6, *Time and Price Adjustments*. No oral statement by any person shall change or modify the Contract. All changes to the Contract shall be made in accordance with the provisions of this Article.

B. All Change Order work shall be performed in accordance with the original Contract requirements unless modified in writing by the County.

C. No Direction provided by the County shall, in and of itself, entitle the Contractor to an adjustment in Contract Price or Contract Time.

D. The Contractor shall not be entitled to any change in the Contract Price, Contract Time or any other relief based on conditions or events, including but not limited to those that were:

1. Foreseeable at the time the Contractor submitted its bid;

2. Caused by the acts of the Contractor, Subcontractor and/or Supplier, including but not limited to the choice of means, methods, techniques, sequences, or procedures for the Work, failure to provide labor, materials or equipment in a timely manner, failure to follow the Contract Documents, or failure to take reasonable steps to mitigate delays, disruptions, or conditions encountered.

E. The Contract requirements for time and price impacts related to Change Orders are set forth in Article 6, *Time and Price Adjustments*.

5.1 COUNTY REQUEST FOR CHANGE PROPOSAL

A. County's Request for Change Proposal. The County may request a written Change Proposal from the Contractor for a change in the Contract Work.

B. Contractor's Proposal. A Change Proposal is the Contractor's offer to perform the requested work and the pricing. The Change Proposal will be deemed to include all direct and indirect costs, overhead, profit, and all costs or damages associated with delay, stand-by, inconvenience, disruption of schedule, impact, dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and any other costs or damages related to any work either covered or affected by the change in the Work, or related in any way, whether direct or indirect, to the events giving rise to the change. All such items are waived unless submitted with the Contractor's Change Proposal and fully supported by verifiable Project documents and shown on the Project Schedule and updates.

C. Contractor shall submit its written Change Proposal within the time specified in the County's Request for Change Proposal.

D. County's Acceptance of Contractor Proposal.

1. If the County accepts the Change Proposal as submitted by the Contractor or as negotiated by the Parties, the County shall notify the Contractor in writing of its acceptance of the Proposal and direct that the change in the Work be performed.

2. Contractor shall not perform the work identified in the Change Proposal until receipt of written authorization from the Project Representative.

3. Both Parties shall acknowledge acceptance of the terms of a negotiated Change Proposal in writing.

4. Once the County and Contractor have agreed on the terms of a negotiated Change Proposal, the negotiated Change Proposal shall be deemed to include full and complete compensation and shall be the final settlement for all (1) time; (2) direct, indirect, and overhead costs; (3) profit; and (4) costs or damages associated with delay, stand-by, inconvenience, disruption of schedule, impact,

dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of Work related to any work either covered or affected by the Change Proposal, or related to the events giving rise to the Request for Change Proposal.

E. Execution of a Bilateral Change Order. After acceptance of the Change Proposal or acceptance of the negotiated Change Proposal, the County shall direct the Contractor to perform the Work in accordance with the agreed upon terms; thereafter, the Parties shall execute a bilateral Change Order in accordance with the terms of the Change Proposal or negotiated Change Proposal.

F. Execution of Unilateral Change Order. If the County does not accept the Change Proposal or the Parties cannot agree upon the appropriate price or terms for the Change Proposal, the County may issue a unilateral Change Order.

G. Issuance of Change Order. Any bilateral Change or unilateral Change Order shall be issued in accordance with provision 6.3.C. *Issuance of Change Order*.

5.2 CONTRACTOR'S REQUEST FOR CHANGE ORDER

A. To the extent the Contractor believes it is entitled to any adjustment in the Contract Price or Contract Time or other relief for any reason, including but not limited to, the circumstances listed below the Contractor shall submit a Request for Change Order to the County as described in provision 5.2.C:

1. Written Field Directive;
2. Response to a Request for Information;
3. Comments on a Submittal;
4. Differing Site Condition;
5. Acceleration or constructive acceleration;
6. Suspension of the Work;
7. Delay, inconvenience, disruption of schedule, loss of efficiency or productivity;
8. County caused stand-by;
9. Force Majeure;
10. Conflicts, ambiguities, inconsistencies, and/or problems arising from the Contract Documents;
11. Contractor's disagreement with the County's written statement that the Contractor has fallen behind in progress of the Work and/or Direction to improve progress to bring it into conformance with the Project Schedule, pursuant to provision 00700-4.3 H;
12. Contractor's disagreement with County's Notice of defective or non-conforming Work;
13. Contractor's disagreement with any withholding, nullifying, backcharge, or deduction from any payment by the County;
14. Any other directive or Direction, written or oral, from the County; and
15. Any other reason for which the Contractor believes it is entitled to additional money, time, or other relief, including impacts of any of the above on the Contractor's Subcontractors and Suppliers.

B. Notice of intent to submit a Request for Change Order

1. The Contractor shall provide the Project Representative with written Notice that the Contractor intends to submit a Request for Change Order no later than seven (7) Days, after the occurrence of any event or discovery of conditions or Direction that the Contractor alleges to have an impact on Contract Time, Price or that requires other relief, except as specified below for Differing Site Conditions.
2. The Contractor shall include the following information in the Notice of intent to Request a Change Order:
    a. The date and description of the event or condition that Contractor believes justifies a Change Order.
    b. Reasonable order of magnitude estimate of the requested change to the Contract Price, if any;
    c. Reasonable order of magnitude estimate of the requested change to the Contract Time, if any; and
    d. Contractual provisions and substantive basis to support the Request.

C. Request for Change Order.

1. The Contractor shall provide, in writing, a detailed Request for Change Order to the Project Representative no later than 7 days, Days after the Notice of Intent, given 7 days after the occurrence) after the occurrence of any event or Direction or discovery of conditions that the Contractor alleges to have an impact on Contract Time and/or Price.
2. The Contractor may request an extension of time for filing its Request for Change Order within ten (10) Days after the occurrence of any event or Direction or discovery of conditions. The Contractor shall state the reasons for the request and identify a date certain when the Contractor shall provide all documentation required in its Request for Change Order.
3. The Request for a Change Order shall include:
    a. A substantive explanation of why Contractor is entitled to a change in the Contract Price or Contract Time due to the event or condition that is the subject of the Request.
    b. All documentation supporting the Request for a Change Order, including but not limited to all cost records, schedule analysis, and the documents identified in provision 3.12, *Maintenance and Inspection of Documents*, that are in any way relevant to the Contractor's Request for Change Order.
    c. Either a specific dollar amount covering all requested costs, calculated in accordance with Article 6, *Time and Price Adjustments,* or if costs are ongoing, a specific description of cost records that are being maintained according to the requirements of provision 3.11, Cost Records above, to track the costs to be requested; or
    d. Either a specific request for time extension (number of days), calculated in accordance with Article 6, *Time and Price Adjustments* or, if a delay is ongoing, a specific description of how the event or condition has caused a delay to Work on the Critical Path and steps the Contractor has taken to minimize such delay.

D. County's Response to Contractor's Request for Change Order.

1. The County will make a written determination with respect to the Contractor's Request For Change Order within fifteen (15) Days of receipt of said Request, unless one of the following occurs:

    a. The County requests additional information and specifies a time period for receipt of the information. The Contractor must comply with the County's request for additional information, within the specified time period; or

    b. The County informs the Contractor that additional time is needed to review the Contractor's Request for Change Order and identifies a date certain when the County's determination will be issued.

2. If the County requests additional information, the County will make a written determination within fifteen (15) Days of receipt of Contractor's additional information.

3. If the County does not make a determination within the applicable time period, as set forth in this section, the Contractor should know that the Request For Change Order is deemed denied.

E. Approval of Request for Change Order and Execution of Change Order.

If the County determines that a Change Order is necessary, the Parties may negotiate acceptable terms and conditions and execute a bilateral Change Order or the County may issue a unilateral Change Order. In the event the County enters into negotiations over the terms and conditions related to a Request for Change Order, these negotiations shall not be construed as a waiver by the County of any of its legal or contractual rights.

F. Contractor Procedure upon Denial or Deemed Denial of a Request for Change Order.

If the Contractor disagrees with the written denial or a deemed denial, the Contractor's sole remedy shall be to file a fully documented Claim within fifteen (15) Days in accordance with Article 9, *Claims and Litigation*.

G. Contractor's Obligation to Continue to Work.

Pending resolution of the Contractor's Request for a Change Order, the Contractor shall maintain its progress with the Work. The Contractor shall continue to perform all Work including that work associated with the pending Request for Change Order.

H. Waiver.

Failure to submit a timely Notice of intent to Request a Change Order or to submit a timely Request for Change Order according to the provisions set forth herein shall constitute a waiver of the Contractor's right to receive any additional time, money, damages or any other relief as a result of any alleged event, occurrence, Direction, or condition.

5.3 DIFFERING SITE CONDITIONS

A. Immediate Written Notice to the County.

If the Contractor encounters a Differing Site Condition, as defined in provision 1.0, *Definitions*, the Contractor shall immediately, and before the conditions are disturbed, give to the County Notice of Differing Site Condition. At a minimum the Notice must include the following:

1. A physical description of the Differing Site Condition; and

2. A description of the impact of the Differing Site Condition on the Work activity.

B. County's Investigation and Response to Notice of the Differing Site Condition.

The County shall investigate the alleged Differing Site Conditions and respond to the Notice of Differing Site Condition. The Contractor shall not disturb the Site at the location of the alleged Differing Site Condition until the Project Representative has observed the condition and directs the Contractor to resume the Work at the location of the alleged Differing Site Condition.

C. Contractor's Obligation to Continue to Work.

The Contractor shall continue with performance of all other Work and must take reasonable steps to mitigate delay to the Work due to the alleged Differing Site Condition.

D. Request for Change Order on a Differing Site Condition.

If the Contractor believes the Differing Site Condition causes a change in the Contract, the Contractor shall, unless otherwise agreed upon in writing by the Project Representative, provide a Request for Change Order to the Project Representative within twenty (20) Days of the date the Contractor encountered the Differing Site Condition that includes all elements required for such a request set forth in provision 5.2, *Contractor's Request for Change Order*, in addition to:

1. A detailed physical description of the Differing Site Condition;
2. Substantive and technical basis and documentation supporting the existence of the Differing Site Condition and its alleged impacts; and
3. Identification of the Contract Specification or Drawing that the Contractor asserts is different from the condition encountered.

E. County's Response to Differing Site Condition Request for Change Order.

The County will respond to Differing Site Condition Request for Change Order in accordance with the Request for Change Order procedures set forth in provision 5.2, *Contractor's Request for Change Order.*

F. Waiver.

1. If the Contractor's actions disturb the Site such that the County or County's designee cannot adequately and fully investigate the alleged differing site condition, the Contractor waives its right to receive any additional time, money damages, or any other relief as a result of the Differing Site Condition.
2. Failure by the Contractor to provide both (a) immediate Notice and (b) a Request for Change Order, as specified herein, shall constitute a waiver of the Contractor's right to receive any additional time, money, damages, or other relief as a result of the Differing Site Condition.
3. The Contractor shall be responsible for any and all costs or damages incurred by the County resulting from the Contractor's failure to provide the required Notice and Request for Change Order.

5.4 ACCELERATION

A. Acceleration Directive.

1. The County reserves the right to direct the Contractor to accelerate Contract Work. In the event that the County directs acceleration, such directive will be in writing and specifically designated as “Acceleration Directive.”

2. The Contractor shall keep cost and other Project documents as required in Article 3, *Contractor* related to the Acceleration Directive separately from normal Project costs and documents and shall provide written documentation of acceleration to the County on a daily basis. Failure to comply with the foregoing shall constitute a waiver of the Contractor’s right to receive any additional time, money, damages, or any other relief as a result of the Acceleration Directive.

B. Constructive Acceleration.

1. In the event that the Contractor believes that some action or inaction on the part of the County would require acceleration, the Contractor shall immediately notify the County in writing that the Contractor considers the actions necessitate acceleration. This written notification shall detail the circumstances of the acceleration.

2. The Contractor shall not accelerate the Work until the Project Representative responds in writing issuing an Acceleration Directive or denying the constructive acceleration.

3. The Contractor shall keep cost and other Project documents related to the constructive acceleration separately from normal Project costs and documents and shall provide written documentation of acceleration to the County on a daily basis. Failure to comply with the foregoing shall constitute a waiver of the Contractor’s right to receive any additional time, money, damages, or any other relief on its assertion of constructive acceleration.

C. To the extent the Contractor believes an Acceleration Directive or constructive acceleration constitutes a change in the Work impacting Contract Price and/or Contract Time, the Contractor shall submit a Request for a Change Order pursuant to provision 5.2, *Contractor’s Request for Change Order*.

D. Methods to Calculate Adjustment to Contract Price for Acceleration.

1. Labor costs recoverable will be overtime or shift premium costs.

2. Equipment costs recoverable will be only the rental cost of additional equipment or Contractor-owned additional equipment mobilized to the Site to accomplish the accelerated Work effort.

3. Actual damages resulting from inefficiencies or loss of productivity may be recoverable to the extent the Contractor provides verifiable cost records and contemporaneous project documentation.

E. The Contractor shall not be entitled to any change in the Contract Price, Contract Time or any other relief based on acceleration required for the Contractor to maintain the Project Schedule or necessitated by the acts of the Contractor, Subcontractor or its Suppliers. Such acts include but are not limited to the choice of means, methods, techniques, sequences, or procedures for the Work, failure to provide labor, materials or equipment in a timely manner, failure to follow the Contract Documents, or failure to take reasonable steps to mitigate delays, disruptions, or conditions encountered.

5.5 SUSPENSION OF WORK

A. County Issues Directive Suspending Work

1. The County may order the Contractor, in writing, to suspend all or any part of the Work of this Contract for the period of time that the County determines appropriate for the convenience of the County. The Contractor shall not suspend the Work unless it has received written Direction from the County specifically authorizing the suspension of Work.

2. The Contractor shall immediately comply with all requirements in the written Direction and take all reasonable steps to minimize costs attributable to such suspension of Work. Within a period up to sixty (60) Days after the suspension Direction is received by the Contractor, or within any extension of that period which the County requires, the County shall either:

   a. Cancel the written Direction suspending the Work; or

   b. Terminate the Work for either default or convenience.

3. If a written Direction suspending the Work is canceled or the period of the suspension or any extension thereof expires, the Contractor shall resume Work as required by the County.

4. No adjustments to Contract Price and/or Contract Time shall be allowed unless the Contractor can demonstrate that the period of suspension caused by the County impacted Work on the Critical Path. If the performance of Work on the Critical Path is suspended by the written Direction of the County, the Contractor may be entitled to an adjustment in the Contract Time, or Contract Price, or both, for increases in the time or cost of performance directly attributable to the suspension, provided that the Contractor sufficiently documents all costs and time impacts attributable to the suspension, in accordance with provision 3.11, *Cost Records*.

B. Constructive Suspension of Work

1. In the event that the Contractor believes that some action or omission on the part of the County constitutes constructive suspension of Work, the Contractor shall immediately give Notice to the County in writing that the Contractor considers the actions or omission a constructive suspension of Work. The Notice shall detail the circumstances of the constructive suspension of Work.

2. No adjustment in the Contract Time or Contract Price shall be made under this provision for any suspension to the extent that Contractor's performance would have been suspended, delayed, or interrupted as a result of actions, omissions, fault or negligence caused, in whole or in part, by the Contractor or any of its Subcontractors or Suppliers.

3. No adjustment to Contract Price or Contract Time shall be allowed unless the Contractor can demonstrate that the constructive suspension impacted the Work on the Critical Path.

C. If the Contractor believes it is entitled to any additional money or time as a result of the County-directed suspension of Work or a constructive suspension, Contractor shall submit a Request for Change Order to the County as more fully described in provision 5.2, *Contractor's Request for Change Order*. The Contractor shall keep cost and other project records related to the constructive suspension separately from normal project costs in accordance with provision 3.11, *Cost Records*. Failure to comply with these requirements shall constitute a waiver of Contractor rights to any

adjustment in Contract Time, Contract Price, damages, or any other relief from suspension or constructive suspension of the Work. On both a County-directed suspension and a constructive suspension, the Contractor is compensated for Overhead, including unabsorbed home office overhead, on the Request for Change Order through the Overhead and Profit markups described in provision 6.2, *Methods to Calculate Adjustments to Contract Price*.

D. On a County-directed suspension or constructive suspension, the Contractor may be entitled to additional compensation for actual Site or Field Office Overhead and unabsorbed Home Office Overhead properly allocable to this Contract for the period of suspension, if in the Request for Change Order the Contractor demonstrates, through verifiable project records, that all the conditions below exist and that there are no direct costs related to the suspension on which to apply the Article 6, *Time and Price Adjustments* markups:

1. The Work was suspended solely by actions for which the County is entirely responsible;
2. The Contractor's ability to obtain payment pursuant to the Schedule of Values has been or will be substantially adversely impacted as a direct and sole result of such suspension;
3. The suspension impacted the Work on the Critical Path;
4. The County required the Contractor to remain on standby during the suspension period;
5. The Contractor was unable to re-sequence or reorganize the Work in order to continue working and maintain the Contractor's ability to obtain payment pursuant to the Schedule of Values;
6. The Contractor was ready, capable, and willing to perform Contract Work during the suspension; and
7. The Contractor was unable to take on other work as a direct result of the suspension and the only reason the Contractor was unable to take on other work was because of the suspension.

5.6 FORCE MAJEURE

A. If the Contractor believes it is entitled to any additional time as a result of Force Majeure, Contractor shall submit a Request For Change Order to the County as more fully described in provision 5.2, *Contractor's Request for Change Order*.

B. Contractor shall not be entitled to a change in Contract Price resulting from an act of Force Majeure.

C. Contractor is not entitled to an adjustment in Contract Time if the act of Force Majeure did not impact progress of the Work on the Critical Path.

D. When a Contractor experiences concurrent delay caused by either the County or Contractor and an act of Force Majeure, the Contractor shall only be entitled to a change in Contract Time. No change to the Contract Price shall be allowed as a result of such concurrent delay.

ARTICLE 6: TIME AND PRICE ADJUSTMENTS

6.0 CHANGE IN THE CONTRACT TIME

A. The Contract Time shall only be changed by a Change Order.

B. Contractor shall include any request for a change in the Contract Time in each Notice of intent to submit a Request for Change Order, Request for Change Order, Change Proposal, and Claim as specified in Article 9, *Claims and Litigation*.

C. No change in the Contract Time shall be allowed to the extent the time of performance is changed due to the fault, act, or omission of Contractor or anyone for whose acts or omissions the Contractor is responsible.

D. Contractor is not entitled to a change in Contract Time unless the progress of the Work on the Critical Path is delayed and completion of the Contract Work within Contract Time is delayed.

E. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

F. When a Contractor experiences concurrent delays which impact the Critical Path and are caused by (1) the County and the Contractor; (2) the County and an act of Force Majeure; or (3) the Contractor and an act of Force Majeure, the Contractor shall only be entitled to a change in Contract Time. No change to the Contract Price shall be allowed as a result of such concurrent delay.

G. A Request for Change Order that includes a request for an adjustment in the Contract Time shall:

   1. Be in writing and delivered to the County within the appropriate time period specified in Article 5, *Changes to the Contract*.

   2. Include a clear explanation of how the event, occurrence, condition or Direction specifically impacted the Critical Path and the amount of the adjustment in Contract Time requested for each such event, occurrence, condition and/or Direction.

   3. Be limited to the change in the Critical Path attributable to the event or condition that is the subject of the request for adjustment. No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of all Work under the Contract or timely completion of a portion of the Work for which time of completion is specific, such as a Contract Interim Milestone.

   4. Contractor shall be responsible for showing clearly on the Project Schedule, including all updates, that the event or condition:

      a. Had a specific impact on the Critical Path, which will prevent the Contractor from completing the Project within the current Contract completion date and was the sole cause of such impact; and

      b. Could not have been avoided by resequencing of the Work or other reasonable alternatives.

H. Any request for an adjustment to the Contract Time is deemed to include all time associated with delay, stand-by, inconvenience, disruption of schedule, impact, dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of Work related to any work either covered or affected by the change in the Work, or related in any way, whether direct or indirect, to the events giving rise to the change. All such items are waived unless submitted with the Request for Change

Order and fully supported by verifiable Project documents and shown on the Project Schedule and updates. If there is entitlement to any costs for such Time adjustment, full, final and complete compensation will be calculated in accordance with this Article.

I. Failure to provide timely written notice and documentation as required by this and any other sections of the Contract to support any request for extension of Contract Time shall constitute a waiver of the Contractor's right to an adjustment in Contract Time.

6.1 CHANGE IN THE CONTRACT PRICE

A. The Contract Price shall only be changed by a Change Order.

B. Contractor shall only request a change in the Contract Price in its:

1. Change Proposal in response to County's Request for Change Proposal;
2. Notice of intent to submit a Request for Change Order;
3. Request for A Change Order; and
4. Claim, provided the related Request for Change Order or Change Proposal included a request to adjust the Contract Price.

C. No change in the Contract Price shall be allowed when:

1. Contractor's changed cost of performance is due to the fault, acts, or omissions of Contractor, or anyone for whose acts or omissions Contractor is responsible;
2. The change is concurrently caused by Contractor and County; or
3. The change is caused by an act of Force Majeure.

D. The County shall not be responsible for, and the Contractor shall not be entitled to any compensation for unallowable costs. The following are unallowable costs:

1. Interest or attorney's fees of any type other than those mandated by Washington state statute;
2. Claim preparation or filing costs;
3. The cost of preparing or reviewing Change Proposals or Requests for Change Orders;
4. Lost profits, lost income or earnings;
5. Costs for idle equipment when such equipment is not at the Site, has not been employed in the Work, or is not scheduled to be used at the Site;
6. Lost earnings or interest on unpaid retainage;
7. Claims consulting costs;
8. Expert fees and costs;
9. The costs of corporate officers or staff visiting the Site or participating in meetings with the County;
10. Any compensation due to the fluctuation of foreign currency conversions or exchange rates;
11. Loss of other business; and/or
12. Any other special, consequential, indirect or incidental damages incurred by the Contractor, Subcontractor, or Suppliers.

E. A Request for Change Order that includes a request for an adjustment in Contract Price shall:

1. Be in writing and delivered to the County within the applicable time period specified in Article 5, *Changes to the Contract*.
2. Identify the following information:
    a. The event, occurrence, condition or Direction that caused the Contractor to submit its request for an adjustment in the Contract Price;
    b. The nature of the impacts to Contractor and its Subcontractors, if any; and
    c. The amount of the adjustment in Contract Price requested.
3. Any requests by Contractor for an adjustment in the Contract Price and in the Contract Time that arise out of the same event or conditions shall be submitted together.

F. Any request for an adjustment to the Contract Price is deemed to include all direct and indirect costs, overhead, profit, and all costs or damages associated with delay, stand-by, inconvenience, disruption of schedule, impact, dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and any other costs or damages related to any work either covered or affected by the change in the Work, or related in any way, whether direct or indirect, to the events giving rise to the change. All such items are waived unless submitted with the Request for Change Order and fully supported by verifiable Project documents and cost records.

6.2 METHOD TO CALCULATE ADJUSTMENTS TO CONTRACT PRICE

A. One of the following methods shall be used to calculate adjustments to the Contract Price that result from or relate to a Change Proposal, Request for Change Order, and/or Claim.

1. Unit Price Method;
2. Firm Fixed Price Method (also known as Lump Sum); or
3. Time and Materials Method

B. Determination of the method to be used to calculate adjustments in the Contract Price shall be at the sole discretion of the County.

C. The “total cost method” or “modified total cost method”, which compares actual costs to a bid estimate, is not an allowable method for calculating increases to the Contract Price.

D. **Unit Price Method**

1. Whenever the County authorizes Contractor to perform Work on a Unit Price basis, the County’s authorization shall clearly state the:
    a. Scope of work to be performed;
    b. Applicable Unit Price; and
    c. Not to exceed amount of reimbursement as established by the County.
2. The applicable unit price shall include reimbursement for all direct and indirect costs of the Work, including Overhead and profit.
3. If the unit price will be applied to materials incorporated in or removed from the Work, the Contractor shall be paid under this method only for the actual

quantities and such quantities must be supported by field measurement statements verified by the County.

E. **Firm Fixed Price Method**

1. The Contractor and County may mutually agree on a fixed amount as the total compensation for the performance of changed work.
2. The Contractor shall provide a detailed cost breakdown supporting the Contractor's requested adjustment to Contract Price and any other financial documentation requested by the Project Representative.
3. Any adjustments to the Contract Price using the Firm Fixed Price Method shall include, when appropriate all reasonable costs for labor, equipment, material, Overhead and profit. Such Overhead and profit shall be calculated in accordance with provision 6.2 *Methods to Calculate Adjustments to Contract Price, F. Time and Materials, 4.e. Overhead and Profit Markup*.
4. Whenever the County authorizes Contractor to perform changed work on a Firm Fixed Price Method, the County's authorization shall clearly state:
    a. Scope of Work to be performed; and
    b. The total agreed price for performing such work.

F. **Time and Materials Method**

1. Whenever the County authorizes the Contractor to perform Work on a Time and Material basis, County's authorization shall clearly state:
    a. Scope of Work to be performed; and
    b. A not to exceed amount of reimbursement as established by the County.
2. Contractor shall:
    a. Cooperate with the County and assist in monitoring the Work being performed;
    b. Substantiate the labor hours, materials and equipment charged to work under the time and materials method by detailed time cards or logs completed on a daily basis before the close of business each working day;
    c. Present the time card and/or log at the close of business each day to the Project Representative or County Inspector so that the County may review and initial each time card/log;
    d. Perform all Work in accordance with this provision as efficiently as possible;
    e. Not exceed any cost limit(s) without the County's prior written approval; and
    f. Maintain all records of the work, including all records of the relevant Subcontractors and Suppliers, and make such records available for inspection as required in Article 3 provisions,3.10 *Record Documents*, 3.11 *Cost Records*, and 3.12 *Maintenance and Inspection of Documents*.
3. Contractor shall submit costs and any additional information requested by the County to support Contractor's requested price adjustment.
4. The Contractor shall only be entitled to be paid for reasonable costs actually incurred by the Contractor. The Contractor has a duty to control costs. If the County determines that the Contractor's costs are excessive or unreasonable, the County, at its discretion, shall determine the reasonable amount for payment.

Any adjustments to the Contract Price using the Time and Materials method shall be based on the following categories:

a. **Labor**. For all labor, including supervision by the foreperson but excluding superintendents, the Contractor shall be reimbursed for labor costs provided herein. The labor cost of an event or condition shall be calculated as the sum of the following:

   i. **Labor Rate**. The Labor Rate is the actual reasonable wage paid to the individual plus the actual reasonable costs incurred by the Contractor to cover costs associated with Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Tax Act (SUTA), industrial insurance, fringe benefits, and benefits paid on behalf of labor by the Contractor. The applicable Labor Rates shall be multiplied by the number of hours reasonably expended in each labor classification, because of the event or condition, to arrive at a total cost of labor.

   ii. **Travel Allowance and/or Subsistence**. The labor calculation shall include the actual costs of travel and/or subsistence paid to the Contractor's employees engaged in the Work when said payments are required by a labor agreement.

b. **Materials**. The cost of materials resulting from an event or condition shall be calculated in one or more of the following methods, at the County's election:

   i. **Invoice Cost**. The Contractor may be paid the actual invoice cost of materials including actual freight and express charges and applicable taxes less all available discounts, rebates, and back-charges, notwithstanding the fact that they may not have been taken by the Contractor. This method shall be considered only to the extent the Contractor's invoice costs are reasonable and the Contractor provides copies of vendor invoices, freight and express bills, and other evidence of cost accounting and payment satisfactory to the County. As to materials furnished from the Contractor's stocks for which an invoice is not available, the Contractor shall furnish an affidavit certifying its actual cost of such materials and such other information as the County may reasonably require;

   ii. **Wholesale Price**. The Contractor may be paid the lowest current wholesale price for which the materials are available in the quantities required, including customary costs of delivery and all applicable taxes less all available discounts, rebates, and back-charges; or,

   iii. **County Furnished Material**. The County reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no Claim for any costs, Overhead or profit on such materials.

c. **Equipment**. The additional cost, if any, of machine-power tools and equipment usage shall be calculated in accordance with the following rules:

i. **Equipment Rates**. The Contractor's own charge rates may be used if verified and approved by the County and based on the Contractor's actual ownership and operating cost experience. Rental rates contained in published rate guides may be used if their cost formulas and rate factors are identifiable, reflect the Contractor's historical acquisition costs, utilization, and useful life, and do not include replacement cost, escalation contingency reserves, general and administrative expense, or profit. Rates shall be based on the Contractor's actual allowable costs incurred or the rates established according to the *Rental Rate Blue Book for Construction Equipment*, (published by EquipmentWatch), whichever is less. The *Rental Rate Blue Book* established equipment rate shall be the monthly rental rate for the equipment plus the monthly rental rate for required attachments, divided by 176, multiplied by the appropriate regional adjustment factor, plus the hourly operating cost. The established equipment rate shall apply for actual equipment usage up to eight hours per day. For all hours in excess of eight hours per day or 176 hours per month, the established equipment rate shall be the monthly rental rate plus the monthly rental rate for required attachments, divided by 352, multiplied by the regional adjustment factor, plus the hourly operating cost.

ii. **Transportation**. If the necessary equipment is not already at the Site and it is not anticipated that it would be required for the performance of other work under the terms of the Contract, the calculation shall include a reasonable amount for the costs of the necessary transportation of such equipment.

iii. **Standby**. The Contractor shall be entitled to standby equipment costs only if (a) the equipment is ready, able, and available to do the Work; (b) Contractor is required to have equipment standby because of an event or condition solely caused by the County and (c) the Contractor can demonstrate that it could have and intended to use the equipment on other projects/jobs. If entitled to standby costs, the Contractor shall be compensated at 50% of the monthly rental rate for the equipment, divided by 176, and multiplied by the appropriate regional adjustment factor, as identified in the *Rental Rate Blue Book for Construction Equipment*, (published by EquipmentWatch). Standby shall not be paid during periods of Contractor-caused delay, concurrent delay, Force Majeure, during any seasonal shutdown, routine maintenance, down-time or broken equipment, late delivery of equipment or supplies, or other anticipated occurrence specified in the Contract Documents. No payment shall be made for standby on any piece of equipment, which has been used on the Project in any 24 hour period. Standby costs shall not be paid for weekends, holidays, and any time the equipment was not intended to be used on the Project as demonstrated by the Project Schedule.

d. **Subcontractor and Supplier**. Direct costs associated with Subcontractors and Suppliers shall exclude Overhead and profit markups and shall be calculated and itemized in the same manner as prescribed herein for Contractor. Contractor shall provide detailed breakdown of Subcontractor and Supplier invoices.

e. **Overhead and Profit Markup**.

i. On a change to the Contract Price or any other claim for money by the Contractor, the County will pay Overhead and profit in accordance with this provision, which are agreed to cover all Overhead and profit, regardless of how the Contractor chooses to account for various costs in its books of account. Direct costs shall include Labor, Materials, Equipment, Subcontractor and Supplier costs (as defined in provision 6.2, *Method to Calculate Adjustments to Contract Price*). Overhead and profit markups shall not be paid on freight, delivery charges, express charges, or sales tax.

ii. Overhead and profit markup shall be paid by a markup on direct costs, except as addressed in provision 00700-5.5. D, and shall not exceed the following:

a) If the Contractor is self-performing work: 18% combined Overhead and profit markup on the Contractor's direct costs; or

b) If a Subcontractor or Supplier is performing work: 18% for combined Overhead and profit markup on the Subcontractor's and Supplier's direct cost for performing the work and 7% combined Overhead and profit as Contractor markup on the direct costs of the Subcontractors and Suppliers.

c) If the value of material and equipment is greater than 50% of the total value of the change, the Overhead and profit markup shall be 10% for material and equipment.

iii. In no event shall the total combined Overhead and profit markup for the Contractor and all Subcontractors and Suppliers of any tier exceed 25% of the direct cost to perform the Change Order work.

G. **Deductive Changes to the Contract Price**

1. A deductive change to the Contract Price will be determined by the Project Representative based on the costs of labor, material, equipment, Overhead saved and profit unearned by the Contractor, as a result of the change. These costs shall be calculated, following as closely as possible the provisions of Article 6, *Time and Price Adjustments*.

2. The Project Representative may also reference the following in making the determination:

a. The Contractor's Project Schedule of Values or its cost-loaded Project Schedule; and

b. Costs set forth in the documents used by the Contractor to develop its bid, including the Escrow Bid Documents, if required.

3. Where the County has elected not to correct incomplete or defective Work, a deductive adjustment in the Contract Price shall take into account:

a. The decreased value to the County resulting from the incomplete or defective Work; and

b. The additional future costs that the County may incur by reason of the incomplete or defective Work.

6.3 CHANGE ORDERS

H. Bilateral Change Orders

1. If the County and Contractor reach agreement on the terms and conditions of any change in the Work, including any adjustment in the Contract Price and Contract Time, such agreement shall be incorporated into a bilateral Change Order and signed by both Parties.

2. An adjustment to either Contract Time or Contract Price calculated in accordance with the provisions of this Article shall be full, complete and final settlement or compensation of all changes, claims, damages and costs for all (a) time; (b) direct, indirect, and overhead costs; (c) profit; and (d) any and all costs or damages associated with delay, stand-by inconvenience, disruption of schedule, impact, dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and any other costs or damages related to any work either covered or affected by the change in the Work, or related to the events giving rise to the change.

I. Unilateral Change Order

1. County's Right to Issue Unilateral Change Order.

a. The County may unilaterally issue a Change Order in response to a Request for Change order or Change Proposal in its sole discretion without invalidating the Contract and without notice to the sureties, making changes within the general scope of this Contract.

b. If any such unilateral Change Order causes an increase or decrease in the cost of, or time required for, performance of any part of the Contract Work, the County may make an adjustment in the Contract Price, Contract Time, or both, in accordance with Article 5, *Changes to the Contract*, and Article 6, *Time and Price Adjustments*.

c. The County's issuance of a unilateral Change Order shall not be construed as a waiver of any rights afforded to the County, including its right to reject a Request for Change Order due to untimeliness or the Contractor's failure to fully comply with the Contract requirements.

i. **Contractor Disagreement with Unilateral Change Order**. If the Contractor disagrees with the adjustment to the Contract Price and/or Time as indicated in the unilateral Change Order, the Contractor's only remedy shall be to file a fully documented Claim in accordance with Article 9, *Claims and Litigation*.

ii. **Contractor's Obligation to Continue to Work**. The Contractor is required to continue with performance of all Work, including work associated with the Unilateral Change Order.

J. Issuance of Change Order

1. The issuance and execution of a bilateral or unilateral Change Order by the County shall not relieve the Contractor of its obligations to comply with the requirements of Article 7, *Payment and Completion*.

a. **Bilateral Change Order.** Upon agreement with the Contractor, no later than thirty (30) Days from the Satisfactory Completion of any additional Work not in dispute, the County shall provide to the Contractor a Change Order in accordance with the agreed upon terms and conditions for such Change Order, including any adjustment in the Contract Price and Contract Time.

b. **Unilateral Change Order**. If agreement is not reached in response to a Request for Change Order or Change Proposal then no later than thirty (30) Days after the Satisfactory Completion of any additional Work not in dispute, the County shall execute a unilateral Change Order, including any adjustment in the Contract Price and Contract Time.

c. **Determination of Satisfactory Completion of Additional Work**. "Satisfactory Completion" means that the Project Representative shall have confirmed in writing that all tasks, of the unilateral or bilateral Change Order, have been completed, to the satisfaction of the County, including submittal by the Contractor of all required time and cost documentation. Satisfactory Completion does not mean Substantial Completion.

ARTICLE 7: PAYMENT AND COMPLETION

7.0 APPLICATIONS FOR PAYMENT

A. On the first business day of each month, unless otherwise designated in writing by the County, the Contractor shall submit to the County an Application for Payment. Each application shall be on a form acceptable to the County and designated as an "Application for Payment." Each Application for Payment shall include, at a minimum, all of the following:

1. Current status Schedule of Values;
2. Project Schedule and the most current updates;
3. A written statement that prevailing wages have been paid during that pay period in accordance with Contractor's and Subcontractors' previously submitted Intents to Pay Prevailing Wage on file with King County;
4. Verification that the Contractor has updated Payment and Labor Hours in accordance with Section 00120, in the County's Diversity Compliance Management System for the monthly utilization for itself, all Subcontractors, and Suppliers including dollars paid, dollars received and labor hours to verify that the Contractor has satisfied the reporting requirements for the period that the Application for Payment is requested;
5. Verification that the Contractor has updated Amounts Paid to Subcontractors and Suppliers in accordance with Section 00120, in the County's Diversity Compliance Management System, for the pay period for itself and all subcontractors and suppliers identifying the amount owed, the amount paid, and the amount retained on subcontracts and supplier purchase orders signed by all Subcontractors performing Work to date, stating that each of them has been paid, less earned retainage, as their interests appeared in the last preceding Application For Payment; and
6. The Contract Purchase Agreement (CPA) number shall be placed on each Application for Payment submitted by the Contractor to the County.

B. The Contractor is not entitled to payment for any Work under the Application for Payment, unless it includes all documentation required by the Contract, which includes submission of a statement that Prevailing Wages have been paid by the Contractor and all Subcontractors, and electronic verification of Washington State Labor and Industries and Section 00120 Diversity Compliance Management Systemreporting requirements. The County reserves the right to withhold payment pursuant to this Article under provision 7.2, *Payment Withheld*, if it is subsequently determined that all required documentation was not provided by the Contractor.

C. The Application for Payment shall correlate the amount requested with the Schedule of Values and with the state of completion of the Work. In addition to Work performed by the Contractor, applications may include (1) the invoiced cost of major materials or equipment (major material or equipment to be identified on the Schedule of Values) suitably stored on the Site, and (2) with the County's consent, up to 75% of the invoiced cost of major materials or equipment suitably stored off the Site if the County's interest in those major materials or equipment is protected through insurance and the Contractor provides documentation of such insurance.

7.1 PROGRESS PAYMENTS

A. The County shall review the Application for Payment and pay in accordance with RCW 39.76, as amended. The County will provide Notice to the Contractor of any cause to withhold payment within eight (8) working days. The County may withhold portions or all of the Application for Payment for unsatisfactory performance or failure to comply with Contract requirements, including regulatory requirements that pertain to the Contract Work, any back-charges, off-sets, credits, change orders, or deductions that the Contractor's Application for Payment fails to recognize. The County shall have the right to revise the Contractor's Application for Payment and proceed pursuant to the revised Application and the 8-Day notice of withholding.

B. The Contractor shall ensure that Subcontractors and Suppliers are promptly paid as required by RCW 39.04.250, as may be amended.

7.2 PAYMENT WITHHELD

A. In addition to moneys retained pursuant to RCW 60.28 and without waiver of any other available remedies, the County has the right to withhold, nullify, or back-charge, in whole or in part, any payment or payments due or that have been paid to the Contractor as may be necessary to protect the County from loss or damage for reasons, including but not limited to the following:

1. Failure of the Contractor to submit a Contract-compliant Project Schedule;
2. Cost or liability that may occur to the County as the result of the Contractor's or Subcontractor's acts, omissions, fault, or negligence;
3. Deduction in Contract Work;
4. Failure of Contractor to repair damaged materials, equipment, property, or Work;
5. Failure of the Contractor to provide Submittals;
6. Failure to keep Record Documents up to date;
7. Failure to comply with the Diversity Compliance Management System reporting requirements in accordance with Section 00120.
8. Failure to obtain, renew and maintain applicable licenses, permits, insurance, and bonds;

9. Failure to comply with all applicable federal, state, and local laws, statutes, regulations, codes, licenses, easements, and permits;
10. Failure of the Contractor to disclose all material facts or accurate information upon which the County relied when issuing a Bilateral or Unilateral Change Order;
11. Failure to provide Statement of Intent to Pay Prevailing Wage, Statements of Prevailing Wages Paid with pay applications or Affidavits of Wages Paid; and
12. Failure to comply with the Contract safety requirements.

B. The County has the right to withhold or back-charge, in whole or in part, any payment due or nullify previous payments that have been paid to the Contractor without waiver of any other available remedies. The withholding, nullification, or back-charge of any payment(s) by the County shall in no way relieve the Contractor of any of its obligations under this Contract.

C. If the Contractor disagrees with any withholding, nullifying, back charge, or deduction in any payment by the County, the Contractor shall comply with provision 5.2, *Contractor's Request for Change Order*. The Contractor's failure to comply with provision 5.2, *Contractor's Request for Change Order* shall constitute a waiver by the Contractor of any right to dispute any such withholding, nullifying, back charge, or deduction.

7.3 TITLE TO WORK AND MATERIALS

A. Title to all Work and materials covered by an accepted and paid Application for Payment shall pass to the County at the time of such payment, free and clear of all liens, claims, security interest, and encumbrances. Passage of title shall not, however, (1) relieve Contractor from any of its duties and responsibilities for the Work or materials; (2) waive any rights of the County to insist on full compliance by Contractor with the Contract requirements; or (3) constitute Substantial Completion, partial Substantial Completion or acceptance of the Work or materials.

7.4 SUBSTANTIAL COMPLETION PROCEDURE

A. **Substantial Completion, Partial or Milestone Substantial Completion**. The County may grant Substantial Completion, partial Substantial Completion for specific sub-systems, or milestone Substantial Completion for portions of the Work specified as Interim Milestones, following the process outlined below.

1. When the Contractor considers that all Work, or Work associated with any sub-system or Contract milestone is substantially complete, the Contractor shall submit a written request to the County for acknowledgment of Substantial Completion.
2. The County shall promptly inspect the Work and, if the County does not agree that the Work, sub-system or milestone is substantially complete, the County will notify the Contractor of the items to be completed or corrected to achieve Substantial Completion.
3. The County reserves the right to add to, modify, or change the items to be completed for Substantial Completion as circumstances dictate.
4. Failure by the County to include any items does not alter the responsibility of the Contractor to complete or correct the Work in accordance with the Contract.

5. When the County determines that the items necessary to achieve Substantial Completion, Partial Substantial Completion or milestone Substantial Completion have been completed or corrected by the Contractor, the County shall make a determination that the Work, sub-system or Milestone is Substantially Complete. The County will issue the Notice of Substantial Completion, which shall establish the date of Substantial Completion.

B. **Punch List After Notice of Substantial Completion**. The Notice of Substantial Completion to the Contractor shall identify Punch List items to be completed or corrected by the Contractor prior to Completion/Final Acceptance and will include the date by which the Punch List items are to be completed.

7.5 PUNCH LIST AND FINAL INSPECTION

A. When the Contractor considers that all Punch List items and Contract Work are ready for final inspection, the Contractor shall give written Notice to the County.

B. County shall promptly perform a final inspection of the Work and shall inform the Contractor of incomplete Punch List Work.

C. The Contractor shall complete or correct the items identified in the Punch List within the time period for Final Acceptance as established in the Notice of Substantial Completion.

7.6 APPLICATION FOR FINAL PAYMENT

A. Prior to the submittal of the Application for Final Payment the Contractor shall have completed or corrected the items identified in the Punch List and all other requirements of the Contract.

B. Prior to the submittal of the Application for Final Payment the Contactor shall complete final data entry and document upload into the Diversity Compliance Management System in accordance with Section 00120.

C. In addition to any other requirement identified in the Contract Documents, the Application for Final Payment shall include the following documents:

1. Washington State Labor and Industries approved Affidavit of Wages Paid for Contractor and all Subcontractors in accordance with state law;

2. Contractor’s release of claims against the County, except for any pending Request for Change Order or Claims properly submitted in accordance with the Contract; and,

3. Right of way, easement and property releases.

7.7 COMPLETION/FINAL ACCEPTANCE

A. Completion/Final Acceptance shall be achieved when all the obligations of the Contract have been successfully performed by the Contractor in accordance with the Contract and accepted by the County.

B. Neither Completion/Final Acceptance, nor Final Payment, shall release Contractor or its sureties from any obligations under this Contract, the retainage bond, or the performance and payment bonds, or constitute a waiver of any claims by the County arising from or related to Contractor’s performance or failure to perform the Work and all Contractual obligations in accordance with the Contract, including but not limited to:

1. Unsettled liens, security interests or encumbrances;

2. Damaged, non-conforming, or defective Work discovered by the County;

3. Terms of any warranties or guarantees required by the Contract; and

4. Payments made in error.

C. Except for any Requests for Change Order and Claims properly submitted in accordance with the Contract, acceptance of Payment on the Final Application for Payment by the Contractor shall, on behalf of itself and its Subcontractors and Suppliers, forever and unconditionally release and fully discharge, the County, its officers, agents, and employees, from any and all disputes, claims, demands, asserted rights, or causes of actions including, but not limited to, those for damages, fines, interest, taxes, attorney fees, costs, liabilities, or obligations, known or unknown, directly or indirectly arising out of or related to the Contract and/or Project.

7.8 PRIOR OCCUPATION

A. County shall have the right to occupy such part or parts of the Project in or upon which the Work is being done, as it may see fit, and such occupation shall not be construed as acceptance by the County of the Work or constitute Substantial Completion or Completion/Final Acceptance of the Work.

7.9 RETAINAGE

A. Concerning the rights and responsibilities of Contractor and County with regard to retainage, chapter 60.28 RCW and as it may be amended, is made a part of the contract by reference as though fully set forth herein.

B. Pursuant to RCW 60.28.011, claims or “liens” by Subcontractors and Suppliers against the retained fund or the retainage bond must be in writing and submitted to the Project Representative at the address given for notices in this Contract. The Project Representative will maintain a copy of all claims or “liens” against the retainage in the Contract document files.

7.10 WARRANTY AND GUARANTY

A. In addition to any special warranties provided elsewhere in the Contract, Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers.

B. The warranty period shall be for the longer period of: one year from the date of Substantial Completion of the entire Project or the duration of any special extended warranty offered by a Subcontractor or Supplier.

C. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the Supplier and/or manufacturer;

2. Prior to Completion/Final Acceptance, require all warranties be executed, in writing, for the benefit of the County; and

3. Enforce all warranties for the benefit of the County including any warranty of a Subcontractor manufacturer, or Supplier.

D. If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written Notice from the County to do so. In the event the County determines that Contractor corrective action is not satisfactory and/or timely performed, then the County has the right to remedy the problem. All damages incurred by the County and all costs for the County’s remedy may be withheld or shall be reimbursed by the Contractor.

E. The warranty provided in this provision shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

ARTICLE 8: TERMINATION

8.0 COUNTY'S RIGHT TO TERMINATE CONTRACT

A. **Termination for Default**

1. County may terminate the Work, or any part of it, for cause upon the occurrence of any one or more of the following events, each of which shall be considered a default:
   a. Contractor prosecutes the Work or fails to prosecute the Work or any portion thereof so that Substantial Completion of the Work will not be achieved within the Contract Time;
   b. Following Substantial Completion, Contractor prosecutes or fails to prosecute the Work or any portion thereof so that Completion/Final Acceptance of the Work will not be achieved within the specified times;
   c. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
   d. Contractor fails to repair, replace or correct Work not in conformance with the Contract;
   e. Contractor fails to supply skilled workers or proper materials or equipment;
   f. Contractor fails to make prompt payment to its employees or Subcontractors;
   g. Contractor disregards or fails to comply with laws, ordinances, rules, regulations, permits, easements or orders of any public authority having jurisdiction;
   h. Contractor fails to comply with Contract safety requirements; or,
   i. Contractor is otherwise in material breach of any provision of the Contract.
2. Any such termination is without prejudice to any other right or remedy of the County.
3. If one of the aforementioned events has occurred, and the County at its option intends to terminate the Contract in whole or in part for default, the County will provide the Contractor with written Notice of its intent to terminate the Contractor for default, specifying in the Notice the ground(s) for such termination. In the Notice, the County, at its option, shall require the Contractor to either: i) promptly correct the deficiencies noted; or ii) provide the County with a corrective action plan as to how such deficiencies will be remedied or cured and indicate the timeframe for completion of the corrective action plan. However, if after receipt of the proposed remedy, the County has a reasonable basis for concluding that the Contractor has (a) failed or is unwilling to repair, replace or correct the deficiencies within the Contract Time, or (b) failed or is unwilling to provide a reasonable and satisfactory corrective action plan, the County shall thereafter have the right to terminate this Contract for default. While sending a Notice of intent to terminate is a necessary condition for the County's right to terminate the Contract, in whole or in part, for a default, it is not a necessary condition as to the County's right to seek damages for Contractor's default or other breach of contract.

4. Upon termination, the County may at its option:

    a. Take possession of the Site and possession of or use of all materials, temporary buildings, utilities, equipment, tools, and construction equipment and machinery owned by Contractor for the purpose of completing the work; and/or,

    b. Finish the Work by whatever other reasonable method it deems expedient; or

    c. Call upon the surety to perform its obligations under the performance and payment bonds.

5. If the County terminates the Contractor for default, the Contractor and its sureties shall be liable for all damages and costs that result or arise from Contractor's breach or default, including but not limited to: (1) compensation for architect and engineering services and expenses made necessary thereby; (2) any other costs or damages incurred by the County in completing and/or correcting the Work; and (3) any other special, incidental or consequential damages incurred by the County.

6. In the event of termination for default the County shall pay the Contractor only for Work successfully completed and accepted by the County prior to the date of termination. The County shall not be responsible for any other Contractor costs, expenses, or damages including any consequential, special, or incidental damages or lost profits associated with this Contract. In no event shall the County reimburse the Contractor for any costs directly or indirectly related to the cause of the termination for default.

7. If, after termination for default, it is determined that the Contractor was not in default, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the County.

8. The rights and remedies of the County in this provision are in addition to any other rights and remedies provided by law or under this Contract.

B. **Termination for Convenience**

1. Upon written Notice the County may terminate the Work, or any part of it, without prejudice to any right or remedy of the County, for the convenience of the County.

2. If the County terminates the Work or any portion thereof for convenience, Contractor may make a request for a final payment which may include:

    a. An amount in accordance with the terms of this Contract for Work performed prior to the effective date of termination and not previously paid for by the County;

    b. Actually incurred reasonable costs directly caused by the termination for convenience, such as, restocking fees, penalties for early termination of equipment leases, and 'termination of subcontracts', at commercially reasonable rates for such expenditures / a [rate not to exceed 5%] of what the Contractor has been actually paid prior to the date of termination.

3. The Contractor shall not be entitled to any other costs or damages, whatsoever. The total sum payable upon termination shall not exceed the Contract Price reduced by prior payments. Contractor shall be required to make its request for adjustment in accordance with Article 5, *Changes to the Contract*, and Article 6, *Time and Price Adjustments*.

4. If it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, the County shall not reimburse Contractor any profit for the Work completed and shall reduce the Change Order issued upon termination to reflect the indicated loss.

C. **Termination for Nonappropriation**

1. Funding of this Contract beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.
2. If expected or actual funding is withdrawn, reduced or limited in any way prior to Completion/Final Acceptance of the Project, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part for lack of appropriation. Such termination shall be in addition to the County's rights to terminate for convenience or default.
3. In the event of termination under this section the following shall apply:
    a. Subject to subsection b. (below), the County will be liable only for payment in accordance with the terms of this Contract for Work performed prior to the effective date of termination; and
    b. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs.

D. **Contractor's Obligations During Termination**

1. Unless the County directs otherwise, after receipt of a written Notice of termination for default, convenience, or non-appropriation Contractor shall promptly:
    a. Stop performing Work on the date, and as specified, in the Notice of termination;
    b. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work not terminated;
    c. Cancel all orders and subcontracts, upon terms acceptable to the County, to the extent that they relate to the performance of Work terminated;
    d. Assign, as specifically requested by the County, all of the rights, title, and interest of Contractor in all orders and subcontracts;
    e. Take such action as may be necessary or as directed by the County to preserve and protect the Work, Site, and any other property related to this Project in the possession of Contractor in which the County has an interest;
    f. Continue performance of Work only to the extent not terminated; and
    g. Take any other steps required by the County with respect to this Project.

E. **Contractor's Obligations for Default Without Termination**

1. Even if the County does not terminate the Contractor for default, the Contractor and its sureties shall be liable for all damages and costs which result or arise from Contractor's default, including but not limited to: (1) compensation for architect and engineering services and expenses made necessary thereby; (2) any other costs or damages incurred by the County in completing and/or

correcting the Work; and (3) any other special, incidental or consequential damages incurred by the County.

8.1 COUNTY'S RIGHT TO STOP THE WORK FOR CAUSE

A. If Contractor fails or refuses to perform its obligations in accordance with the Contract, the County may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.

B. Contractor shall not be entitled to any adjustment in the Contract Time and/or Contract Price for any increased cost or time of performance attributable to Contractor's failure or refusal to perform its obligations under the Contract.

ARTICLE 9: CLAIMS AND LITIGATION

9.0 CONTRACTOR CLAIMS

A. **Condition Precedent to Filing a Claim**.

1. The following actions are a condition precedent to filing a Claim:

   a. A Request for Change Order is denied or deemed denied by the County; or

   b. A Unilateral Change Order is issued by the County.

2. If the Contractor disagrees with the denial or deemed denial of a Request for a Change Order or issuance of a Unilateral Change Order, the Contractor's sole remedy shall be to file a fully documented Claim in accordance with the provisions of this Article 9.

B. **Timeframe for Filing a Claim**.

1. Unless otherwise agreed to in writing by the Project Representative, a fully documented Claim shall be received by the Project Representative within thirty (30) Days after:

   a. Denial or deemed denial of a Request for Change Order; or

   b. Contractor's receipt of an executed unilateral Change Order.

2. At least seven (7) Days prior to the time to file a Claim, the Contractor may request an extension of time for filing its Claim. The Contractor shall state the reasons for the request. The Contractor shall provide a fully documented Claim pursuant to the extension specified by the Project Representative.

3. Failure to comply with the time requirements set for filing a Claim shall constitute acceptance by the Contractor, on behalf of itself and its Subcontractors and Suppliers, of the unilateral Change Order and/or the County's denial or deemed denial of a Request for Change Order. Such acceptance shall be considered complete, full, and final settlement of all costs, damages, and Claims related to or arising from the Request for Change Order and/or unilateral Change Order.

C. **Contractor's Obligation to Continue to Work.** Pending final decision on a Claim, the Contractor shall proceed diligently with the performance of the Work associated with the Claim and all other Contract Work and maintain the progress of the Work within the Contract Time.

D. **Information required in a Fully Documented Claim**. Every Claim must be submitted by the Contractor, in writing and clearly designated by the Contractor as a fully documented Claim. At a minimum, a fully documented Claim must contain the following information:

1. A detailed factual statement of the Claim providing the locations and activities or elements of Contract Work impacted by the claimed event or condition, explaining entitlement to a change in Contract Time or Price;
2. The date on which facts arose that gave rise to the Claim;
3. The name of each person employed or associated with the Contractor, Subcontractor, Supplier, and/or the County with knowledge about the event or condition which gave rise to the Claim;
4. Copies of all related documents and a written description of the substance of any oral communications that concern or relate to the Claim;
5. The specific provisions of the Contract Documents on which the Claim is based;
6. If an adjustment in the Contract Price is sought, the exact amount sought, calculated in accordance with the Contract and accompanied by (a) all records supporting the Claim including those records identified in provision, 3.11 *Cost Records*;
7. If an adjustment in the Contract Time is sought, it shall be based on the Project Schedule and updated Project Schedules as required by provision 4.3, Project Schedule and in accordance with provision 6.0, *Change in the Contract Time*; and shall include:
    a. the specific number of Days requested;
    b. the specific reason an adjustment in the Contract Time should be granted; and
    c. an analysis of the Project Schedule and all of its applicable updates as required by the Contract Documents, or if none is specified, an analysis of the Project Schedule and its updates, for the purpose of demonstrating the basis for the requested adjustment in Contract Time.
8. A statement certifying that:
    a. the Contractor has exercised reasonable diligence in investigating the Claim, and after its investigation, it has determined that the Claim is made in good faith;
    b. the supporting cost and pricing data are true and accurate;
    c. the Claim is fully supported by the accompanying data; and
    d. the amount requested accurately reflects the adjustment in the Contract Price or Contract Time to which the Contractor believes it is entitled; and
    e. that includes the following:

    I declare under penalty of perjury, under the laws of the State of Washington that the following claim is true and correct,

    _____
    (Signature of Contractor's Representative)

    Dated: _____ at _____, Washington.
    (City)

E. The Contractor shall not be allowed to change the alleged basis for a Claim or to increase the amount of money, time or other relief requested after the applicable time period for bringing a Claim, except if the change is based upon data or information that a reasonable and diligent investigation could not have uncovered prior to making the Claim.

F. Contractor's Duty to Cooperate. The Contractor shall cooperate with the County or its designee in the evaluation of its Claim and provide all information and documentation requested by the County or its designee.

G. The County's Evaluation of the Claim.

1. To assist the County in the review of the Contractor's Claim, the County or its designee may visit the Site, request additional information and/or documentation in order to fully evaluate the issues raised in the Claim and/or audit the Claim.

2. After the Contractor has submitted a fully documented Claim that complies with this provision, the County shall respond, in writing, to the Contractor within thirty (30) Days from the date the fully documented Claim is received with either:

   a. a decision regarding the Claim; or

   b. a Notice extending for another thirty (30) Days the County's time to respond to the Claim.

3. The Claim shall be deemed denied:

   a. absent a thirty (30) Day extension, upon the thirty-first (31st) Day following receipt of the Claim by the County.

   b. If the County has extended its response due date by thirty (30) Days, the Claim shall be deemed denied upon the sixty-first (61st) Day following receipt of the Claim by the County.

4. The County will identify the Appeal Officer for each Claim within fifteen (15) Days of the County's receipt of a Claim.

5. The County has the right to deny a Claim even if the reason for denying the Claim is different from the County's stated reason(s) for denying a Request for Change Order or from its stated reason, if any, for issuing a unilateral Change Order.

H. Appeal Process of a Denial or Deemed Denial of the Claim.

1. Contractor shall notify the County of its disagreement with the denial or deemed denial of the Contractor's Claim and file a fully documented Appeal to the Appeal Officer within twenty-one (21) Days after the deemed denial or receipt of the denial.

2. Failure to timely notify the County and file a fully documented Appeal constitutes acceptance of the denial or deemed denial of the Claim, and the Contractor waives any right to any adjustment in Contract Price and/or Contract Time with respect to the Claim.

3. A fully documented Appeal shall contain the following information:

   a. All documentation and information previously provided to the County in support of the Contractor's Claim including but not limited to the documentation identified in provision 9.0, *Contractor Claims*, paragraph D;

   b. A copy of the County's denial of the Claim;

c. A detailed explanation why the Contractor believes the County's decision is incorrect and why the Claim should be granted; and

d. Any technical data or additional documentation supporting the Contractor's position.

4. At the discretion of the Appeal Officer, the Appeal Officer may request additional information or a meeting with the Contractor.

5. After the Contractor has submitted a fully documented Appeal that complies with this provision, the Appeal Officer shall respond, in writing, to the Contractor within sixty (60) Days from the date the Appeal is received. Absent a written response by the Appeal Officer, the Appeal shall be deemed denied upon the sixty-first (61st) Day following receipt of the Appeal by the Appeal Officer.

6. Contractor shall notify the County of its disagreement with the denial or deemed denial of the Contractor's Appeal within twenty-one (21) Days after the deemed denial or receipt of the denial. Failure to notify the County constitutes acceptance of the denial or deemed denial and waiver of the Contractor's right to any adjustment in Contract Price and/or Contract Time with respect to the Appeal.

9.1 CONTRACTOR'S BURDEN OF PROOF ON CLAIM

A. The Contractor shall have the burden of proof to demonstrate entitlement and damages.

B. If the Contractor, on behalf of itself or its Subcontractors and Suppliers seeks an adjustment in the Contract Price or Contract Time not supported by Project cost records meeting the requirements of provision, 3.11 *Cost Records*, the Claim is waived.

C. Compliance with the record keeping requirements set forth in this Contract is a condition precedent to recovery of any costs, damages, or Claim related to or arising from performance of the Contract Work. If the County determines that the Contractor has failed materially to comply with the record-keeping requirement set forth in Article 3, Cost Records, no adjustment shall be made to the Contract Price and/or Contract Time with respect to that Claim.

D. No Claim submitted to Alternate Dispute Resolution (ADR) or pursued by the Contractor in litigation shall seek damages or a total number of days of delay greater than those set forth in the Contractor's Claim, except for accrual of any interest owing under applicable law. No Claim submitted to ADR or pursued by the Contractor in litigation shall seek specific days or dates of claimed delay different from those days or dates set forth in the Contractor's Claim.

9.2 LITIGATION

A. The Contractor shall have the burden of proof to demonstrate entitlement and damages.

1. Comply with all Claim requirement provisions set forth in this Contract;

2. Complete all Work required for, and request the County issue a Notice of Substantial Completion of the Work and have received a Notice of achievement of Substantial Completion;

3. Request initiation of an Alternate Dispute Resolution (ADR) process agreeable to both Parties no later than ninety (90) Days after the Contractor submits its final Application for Payment, or, if the dispute arises out of an event that occurs after the final Application for Payment, within ninety (90) Days after such event; and

4. Participate in an effort to complete the ADR process within ninety (90) Days after Contractor requests initiation of the ADR process.

B. Any litigation brought against the County shall be filed and served on the County within 365 Days after Contractor submits its final Application for Payment, or if the dispute arises out of an event that occurs after the final Application for Payment, within 365 Days after such event. The requirement that the Parties participate in ADR does not waive the requirements of this subparagraph.

C. Failure to comply with these mandatory conditions precedent shall constitute a waiver of the Contractor's right to pursue judicial relief for any Claim arising from Work performed under this Contract.

ARTICLE 10: MISCELLANEOUS

10.0 CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

A. The Contractor shall execute and deliver to the County a Performance and Payment Bond, as required in Section 00420, for 100% of the Contract Price, with an approved surety company and in compliance with Chapter 39.08 RCW.

B. Contractor shall notify surety of any changes in the work. The Contractor shall be responsible for additional bond security to protect the County and persons supplying labor or materials required by the Contract if the Contract Price increases beyond the bond amount.

10.1 INDEMNIFICATION/HOLD HARMLESS

A. The Contractor shall protect , defend, indemnify and hold harmless the County, its officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever arising out of or in any way resulting from the Contractor's, its officers, employees, agents, or subcontractors of all tiers acts or omissions or performance or failure to perform this Contract to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereinafter amended.

B. The Contractor's obligations under this section shall include, but not be limited to:

1. The duty to promptly accept tender of defense and provide defense to the County at the Contractor's own expense

2. The duty to defend and indemnify the County from any claims, demands, or suits brought by, or on behalf of, Contractor's employees and agents. To the extent necessary to carry out this obligation, Contractor hereby specifically waives its immunity under Washington's Industrial Insurance Act, RCW Title 51. The Parties acknowledge that this provision was mutually negotiated.

3. To the maximum extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County from, and be liable for, all damages and injury, which shall be caused to owners of property on, or in the vicinity of, the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence of the Contractor or caused by the inherent nature of the work specified.

C. King County may, in its sole discretion, withhold amounts sufficient to pay the amount of any claim for damages or injury arising out of the Contractor's performance of this Contract.

D. Any amount withheld from the Contractor may be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim.

E. In the event the County incurs any costs, expenses, or fees including attorneys' fees, to enforce the provisions of this subsection, all such costs, expenses, and fees shall be recoverable from the Contractor.

10.2 COMPENSATION, WAGES, BENEFITS AND TAXES

A. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the County, its officers, officials, agents, and employees harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

10.3 ASSIGNMENTS

A. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to it hereunder, without the previous written consent of the County.

10.4 NONWAIVER OF BREACH

A. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of or acquiescence in any breach hereunder, except as may be specifically stated by the County in writing.

10.5 NOTICE TO THE COUNTY OF LABOR DISPUTES

A. If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract, Contractor shall immediately give Notice, including all relevant information, to the County.

B. Contractor agrees to insert a provision in its subcontracts and to require the insertion of the provision in subcontracts and supply contracts of all tiers, that in the event timely performance of any such contract is delayed or threatened by any actual or potential labor dispute, all Subcontractors or lower-tiered Subcontractors or suppliers shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

10.6 LIQUIDATED DAMAGES AGAINST CONTRACTOR

A. Timely performance and completion of the Work is essential to the County and the time limits stated in the Contract are of the essence. The County will incur serious and substantial damages if the time deadlines specified in the Contract are not met.

B. The liquidated damage amounts, if set forth elsewhere in the Contract Documents, may be assessed for Contractor's failure to achieve milestones, Substantial Completion and Completion/Final Acceptance or other deadlines within the Contract specified time frames. These Liquidated Damages are not a penalty, but will be assessed against the Contractor for failure to achieve these Contract requirements. These Liquidated Damage amounts are fixed and agreed upon by and between the Contractor and the County because of the impracticability and difficulty of fixing and ascertaining the actual damages the County would sustain in such events. These amounts may be deducted from payments to the Contractor and retained by the County.

C. Assessment of Liquidated Damages shall not release the Contractor from its obligations and duties pursuant to the Contract Work.

D. If the Contractor is in default under Article 8, *Termination*, whether or not the County elects to terminate for cause, the County may impose actual damages for delay and all other losses, as allowed by law. The County will not be entitled to recover both actual damages and Liquidated Damages for the same delay.

10.7 HEADINGS

A. The headings used in the Contract are for convenience only and shall not be considered a part of or affect the construction or interpretation of any contractual provision therein.

10.8 CHOICE OF LAW

A. This Contract shall be governed by, and construed and enforced in accordance with the laws of the State of Washington.

10.9 SEVERABILITY

A. The provisions of this Contract shall be effective in all cases unless otherwise prohibited by Washington law or applicable federal law. The provisions of this Contract are separate and severable. The invalidity of any sentence, paragraph, provision, section, Article, or portion of this Contract shall not affect the validity of the remainder of this Contract.

10.10 NOTICE

A. Notices to King County shall be directed to the Project Representative identified in Section 00500, Agreement.

B. Notices to the Contractor shall be directed to the Contractor's Representative identified in Section 00500, Agreement.

C. Either Party may change its address for receipt of Notices by sending a Notice to the other Party.

D. Notices directed pursuant to this provision shall be deemed received as follows:

1. If delivered by email, the Notice shall be effective as of the date and time received by the receiving Party.
2. If the Contract provides for an electronic document sharing system, Notice shall be deemed received upon the electronic date stamp provided by the Contract document sharing system.
3. If delivered using a method that collects a signature or stamp from the receiving party (such as hand delivery or registered mail), the Notice shall be deemed received on the date of the signature or stamp;
4. If delivered by first class U.S. Mail, the Notice shall be deemed received on the third day after sending (not counting days on which no mail is delivered), or;
5. If delivered by fax, the Notice shall be effective upon the date of the fax receipt if received before 4:30 p.m., otherwise on the next day.

END OF SECTION

SECTION 00800

SUPPLEMENTAL TERMS AND CONDITIONS

If any of the provisions in Section 00800, Supplemental Terms and Conditions conflict with the provisions found in Section 00700, *General Terms and Conditions*, the provisions set forth here in Section 00800 control and supersede the portions of Section 00700, *General Terms and Conditions* of the Contract Documents. Where any provision of Section 00700 is modified or deleted by these Supplemental Terms and Conditions, the unaltered portions of the provision remain in full force and effect.

1. **DELETE paragraph C. from Provision 3.9 SCHEDULE OF WORKING HOURS, OVERTIME, SHIFT AND TIDE WORK in its entirety and REPLACE with the following:**

   "C. The Contractor shall provide written notice to perform any Work outside the regular working hours specified in this Contract. The written notice must be received by the Project Representative a minimum of 48 hours in advance of the proposed Work. The revised working hours must be approved by the Project Representative prior to proceeding with any Work outside the regular working hours. Any Work performed outside regular working hours, shall be performed without additional expense to the County, except as otherwise provided in the Contract Documents."

2. **DELETE paragraph B. from Provision 7.10 WARRANTY AND GUARANTY in its entirety and REPLACE with the following:**

   "B. Unless there are specified interim milestones as identified in Section 01 14 00, the warranty for all work shall commence with the issuance of a Certificate of Substantial Completion for the Project. If there are interim milestones the warranty period shall start as specified in Section 01 78 36. The warranty duration shall be the longer period of; one year from the issuance of Substantial Completion, or the duration of any special extended warranties required elsewhere in the Contract, or the duration offered by a supplier or common to the trade."

3. **DELETE Paragraph 9.2 A. 3, in its entirety, and REPLACE with the following:**

   "3. Provide the Project Representative written notice of intent to participate in an Alternate Dispute Resolution (ADR) process agreeable to both parties within twenty-one (21) days from the date the Contractor received a written determination from the Appeal Officer on a submitted Appeal; or absent a written response by the Appeal Office, within eighty-one (81) days following the receipt of the Appeal by the Appeal Officer. The ADR process may be postponed by the County for the purpose of administrative efficiency to allow for all RCOs, Claims and Appeals to be processed pursuant to the Contract as provided in Articles 5, 6, and 9 of Section 00700, so that all disputed Appeal determinations can be addressed in one ADR process. The ADR process must be initiated for all disputed Appeals within 300 days after issuance of the Certificate of Substantial Completion for the entire Project."

4. ADD the following provision to Article 10: MISCELLANEOUS:
"10.11 SHAREPOINT CONTRACT DOCUMENT MANAGEMENT

A. SUMMARY

1. This Section provides the requirements for transmitting all Contract Administrative Records, as defined in this Section, and documents to the County using the Contract SharePoint Site.
2. The requirements of this Section are applicable to all Sections of the Contract.

B. SUBMITTALS

1. Procedures: Section 01 33 00.
2. Any updates as to user information for the Contractor Representative identified in Section 00500.
3. Proposed schedule of attendance for SharePoint system training sessions.
4. Signed verification of training attendance for all users.

C. DEFINITIONS

1. Contract Administrative Records: All documentation and communications required by the Contract including, but not limited to; correspondence, reports, notices, submittals, transmittals, Requests for Information, Request for Change Order, payment applications, claims, requests for change proposals, Field Directives, meeting agendas, meeting minutes, Requests for Change Orders, substitution requests, test reports, monitoring reports, punch lists, and all other Contract communications.
2. Contract SharePoint Site: Is a SharePoint Site hosted by the County for this Contract.
3. SharePoint: Is a Microsoft Office web application platform. The County will develop, manage and host a SharePoint site for this Contract.

D. USER IDENTIFICATION INFORMATION

1. A single user account shall be established for transmittal of all Contract Administrative Records and communications from the Contractor's Representative as identified in Section 00500 of the Contract. The user account shall be established with an e-mail account associated with a "Microsoft account." A Microsoft account is the combination of an email address and a password that is used to sign in to services, for example Hotmail, Messenger, SkyDrive, Windows Phone, Xbox LIVE, or Outlook.com.

E. CONTRACT DOCUMENTATION

1. The Contractor's Representative shall be responsible for the content of all Contract Administrative Records and communications and the transmittal of Contract Administrative Records submitted by the Contractor using the Contract SharePoint Site.
2. Unless otherwise specified, all Contract Administrative Records transmitted from the Contractor's Representative shall be submitted and processed using the Contract SharePoint Site. Unless otherwise

indicated, in writing, no other form of Contract Administrative Records or contractually required written communication will be recognized.

3. Contract Administrative Records that are not to be transmitted through the Contract SharePoint Site include the following:
    a. Executed Change Orders to the Contract must be transmitted as paper copies.
    b. As-Built drawings as specified in Section 01 78 39.
    c. Product samples
    d. Color samples
    e. Full size shop drawings
    f. Certified Payroll reports

F. ACCESS REQUIREMENTS

1. The County will maintain user access for the Contractor's Representative.
2. The Contractor and all agents of the Contractor's Representative shall protect the security of the Contract SharePoint Site.
3. Access will only be permitted to certain modules, in accordance with permission levels configured by the County. The Contract Representative will be granted read and write access to necessary modules. Agents to the Contractor's Representative that are approved by the County, will only be provided 'read only' access to necessary modules of the Contract SharePoint Site.

G. USE REQUIREMENTS

1. Use the Contract SharePoint Site as the Contract document file storage system according to the file structure provided by the County.
2. Abide by all policies, procedures, and standards established by the County for the use and application of the Contract SharePoint Site.

H. DOWNTIME

1. In the event that the Contract SharePoint Site is temporarily unavailable, continue with contract document communications utilizing other electronic means (email) or hard copies to transmit and receive Contract Administrative Records.
2. Retain all Contract Administrative Records during the Contract SharePoint Site downtime and upload the documents to SharePoint when it is operational.
3. Immediately notify the County by telephone or email when the Contract SharePoint Site is not functional.

I. TRAINING

1. Submit a proposed schedule of attendance for the SharePoint training sessions that may be needed to use the Contract SharePoint Site.
2. The County provided training shall be completed by the Contract Representative and any 'read only' agents of the Contractor's Representative within 10 days following the County's issuance of the Notice to Proceed.
3. The County training is expected to be about two hours in duration.

J. CONTRACT DOCUMENT MANAGEMENT SYSTEM REQUIREMENTS

1. The County may implement minor modifications to the format of the Contract SharePoint Site during the time of this Contract.
2. Software, Hardware, and Internet Access: The Contractor shall be responsible for providing access for their use and all costs to provide the necessary software, hardware and Internet access. At a minimum the following shall be provided at all locations needed for the execution of the Contract Work.
    a. Minimum software requirements are as follows:
        1) A 32-bit operating system such as Windows 7 second edition or later.
        2) An Internet browser Explorer Version 9 or later.
    b. Minimum hardware requirements are as follows:
        1) Intel Core based (or equivalent) workstation or laptop with a minimum of 4 GB of RAM.
        2) A scanning device capable of scanning a minimum of 11-inch x 17-inch color document into electronic Portable Document Format (PDF) with a minimum density of 300 dpi.
    c. Minimum access requirements are as follows:
        1) Broadband data connection.
        2) For remote locations, a 4G based connection is acceptable only with the written approval of the County Project Representative.
    d. Software necessary to create documents in format compatible with SharePoint or to convert non-electronic documents to such formats. Compatible formats include: Word, Excel, AutoCAD, and PDF.

K. RESTRICTIONS AND LIMITATIONS

1. All Contract Administrative Records submitted to the County through SharePoint after 3:00 PM, Monday through Friday, will be acknowledged no earlier than the following business day.
2. For Contract document management purposes, business days and hours are defined as Monday through Friday, 8:00 AM to 5:00 PM, Pacific Time, excluding the County's holidays.

L. COUNTY RESPONSIBILITY

1. Provide the Contract Representative necessary user access to the SharePoint Site for the duration of the Contract.
2. Manage the permission levels for all users of the system.
3. Provide training for personnel using the system for the Contractor's Representatives and County approved agents of the Contractor's Representative. The training will include guidelines regarding the organization and format of the SharePoint modules and the access permission requirements for each module or element thereof.

4. Allow the Contractor's Representative to upload, download, view, and markup files, based on the County's assigned permission levels.
5. Track history of revisions and activities with respect to each document submitted or managed within SharePoint."

END OF SECTION

SOUTH TREATMENT PLANT
DAFT CARBON ORT
CARBON REPLACEMENT- Rebid

CONTRACT NUMBER: C01400C19

TECHNICAL SPECIFICATIONS

Division 1 through 44

October 2019

King County
Department of Natural Resources and Parks
Wastewater Treatment Division

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For the

South Treatment Plant

DAFT CARBON ORT CARBON REPLACEMENT - Rebid

Contract: C01400C19

October 2019

SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. This Section contains a summary of the work in this Contract and other known work in the vicinity of the Contract work.

B. The work to be performed under this Contract consists of furnishing all tools, equipment, materials, supplies, and manufactured articles; furnishing all labor, transportation, and services, including fuel, power, water, and essential communications; and performing all work or other operations required for the fulfillment of the Contract, in strict accordance with the Contract Documents. Provide work complete. Provide all work, materials, and services not expressly indicated in the Contract Documents that may be necessary for the complete and proper construction of the work and administration of the contract.

C. The project work is located at South Treatment Plant, 1200 Monster Road SW, Renton WA, 98057. This project removes and replaces the activated carbon from the Carbon Odor Reduction Tower (ORT), using fresh activated carbon provided by the County. This project also includes modifications to improve the performance of the ORT.
   1. The ORT is a reinforced concrete structure approximately 40 ft high, used to treat 33,000 cfm of odorous air from solids thickening process units nearby.
   2. The ORT structure is divided into two halves (east and west). Each half contains four vertically-stacked carbon beds (8 ft x 12 ft x 3 ft deep) for a total of 8 beds (and approximately 37 tons) of activated carbon.
   3. One half of the Carbon ORT shall remain in service at all times, to provide a reduced level of odor treatment while the other half of the ORT is isolated for carbon replacement.
   4. The County will be responsible for performing the steps necessary to isolate half of the Carbon ORT for carbon removal, as well as for putting the half of the Carbon ORT back into service after the carbon has been replaced.

D. Accessing the carbon beds is via 24-inch access ports on the side of the ORT, ranging from 9 to 34 ft above grade level.
   1. Accessing these ports will require the Contractor to provide temporary access (scaffolding, mechanical lift, etc.).
   2. Due to the configuration of the Carbon ORT, specialized equipment may be required during the carbon removal and replacement.

E. In addition to carbon replacement, this project includes the following improvements to the carbon beds to improve the performance of the Carbon ORT (See Section 44 31 20):
   1. Fabricate and install stainless steel (SST) sealing angles for the carbon support mesh around the perimeter of the carbon bed, to secure the carbon support mesh to the wall directly above the FRP grating. The carbon support mesh is to be laid over the existing fiberglass grating to retain the carbon. Install threaded anchor bolts in the concrete wall to mount the SST sealing angle (See Dwg MP1-102).
   2. Fabricate and install SST bed limiters downstream of the supply inlet opening to Carbon Beds #1 and #3 to prevent movement of the carbon due to the high velocity of the foul air entering the bed. Bed limiters consist of fixed and hinged panels of SST wire mesh screen to hold the carbon in place while still allowing airflow to the carbon bed below (See Dwg MP1-101).

1.02 WORK OF THIS CONTRACT

A. A summary of the work included in this Contract is as follows:
   1. Provide submittals including (but not limited to) the following:

a. General description of proposed methods for removing and replacing the existing carbon in the Carbon ORT (See Section 44 31 16, Activated Carbon Replacement).
b. Health and Safety Plan (HASP), per Section 01 35 29.
c. Environmental Mitigation Binder (EMB), per Section 01 35 43.
d. Shop drawings of the bed limiters showing field-verified bed limiters panel lengths
    1) The Contractor is to schedule an inspection of the existing carbon beds to confirm the length required for the bed limiter panels, prior to the final shop drawing submittal.
    2) See Section 44 31 20, Carbon Bed Improvements, for more detail.

2. Following authorization by the Project Representative, provide temporary access (scaffolding, mechanical lifts, etc.) to the access ports for the four beds in the half of the Carbon ORT that has been isolated.
3. Arrange with the County's Biosolids Transportation Specialist, and the Project Representative to have the County's Solid Waste Hauler deliver a waste container trailer to the west side of the DAFT Carbon ORT.
4. Remove the existing carbon from the four beds and deposit the carbon and the existing carbon support mesh and other debris in the waste container trailer.
    a. Coordinate with the County's Biosolids Transportation Specialist to have the County's Solid Waste Hauler pick up the trailer and dispose of the waste at the Cedar Hills landfill, and deliver an empty trailer to the project site if needed. See Section 01 74 19, Construction and Demolition Materials Management for more detail.
5. Provide the County inspector access to the empty beds to inspect the condition of the fiberglass beams and grating that support the carbon beds. Provide lighting and ventilation of the bed areas during the inspection (See Section 01 14 00, Work Restrictions).
6. Following authorization by the Project Representative, construct the carbon bed improvements:
    a. Install the stainless steel (SST) threaded anchor bolts around the perimeter of the carbon beds for mounting the SST sealing angles for the carbon support mesh.
    b. Install the SST supports for supporting the bed limiters in the lowest and third highest bed (Beds No. 1 and No. 3 respectively).
7. Install new carbon support mesh over the fiberglass grating of each bed, and install the sealing angle for the carbon support mesh to secure and seal the mesh.
8. Complete the installation of the SST bed limiters downstream of the supply inlet opening to Carbon Beds #1 and #3.
9. Load fresh carbon into the beds to provide a 3 ft depth.
10. After final inspection and closing of all access ports, County operating staff will turn on the blower and put the half of the ORT that has been replenished back into service.
11. After notification from the Project Representative, the Contractor is to remove the temporary access facilities and equipment from the replenished half of the Carbon ORT and position these facilities to serve the remaining half of the ORT.
12. After County operating staff have isolated the other half of the Carbon ORT, Performs steps 2 through 9 on the four beds on the other half of the ORT.
13. Provide required documentation.
14. And all other work as defined in the Contract Documents.

B. Accomplishment of work in the Contract Documents shall meet all requirements of the Contract including timeframes specified by Section 01 14 00, Work Restrictions.

C. The above description is not intended to be complete. The work to be completed is provided for in the Contract Documents. The summary in this Section is not intended to relieve the Contractor of the responsibility for reading and understanding the Contract Documents.

D. Federal, State and Local Laws, Statutes and Regulations are not individually referenced. This provision incorporates by reference the latest version of statutes, laws and regulations. In case of conflict between the requirements of the specifications and requirements of the statutes and regulations, the contractor shall bring them to the attention of the Project Representative. Lacking a specific response, the more stringent shall control. In no case can this contract be interpreted to override statutes and regulations of governing authorities.

1.03 WORK UNDER OTHER COUNTY CONTRACTS OR BY COUNTY STAFF [NOT USED]

1.04 SPECIFICATION LANGUAGE

A. Specifications are written mostly in imperative and streamlined form. Unless indicated otherwise, this imperative language is directed to the Contractor. Additionally, the words "shall be" shall be included by inference where a colon (:) is used within sentences or phrases.
   1. Examples:
      a. Aggregate: ASTM C33.
      b. Adhesive: spread with notched trowel.

B. Individual Specification sections may include a reference to other sections. Specification sections referenced are intended only to assist in identifying associated work and are not intended and shall not be considered to be all inclusive. The Contractor is responsible for performing all the work in the Contract Documents whether referenced in the specific specifications or not.

C. Whenever there is wording stating that an item is “as specified”, “as shown”, or “as indicated”, the reference is to all the Contract Documents. Stating “as specified”, “as shown”, or “as indicated” does not refer necessarily to a Drawing or Specification, but it refers to either.

D. Furnish, Install, Perform, Provide:
   1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
   2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
   3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
   4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

E. Unless otherwise indicated, all materials and equipment incorporated into the Work shall be as specified and shall be new and free of defects.

1.05 REFERENCES

A. References to industry, association and governing codes and standards are to be interpreted as reference to the version current at the date of submission of the contract bids.

END OF SECTION

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies completion times, constraints, hours of work, and liquidated damages.

B. Schedule and conduct all work in a manner consistent with the Contract, and comply with the construction scheduling requirements and constraints on the Work as specified.

1.02 COMPLETION TIMES

A. Achieve Substantial Completion within 180 days after the effective date of Notice to Proceed.

B. Achieve Final Acceptance within the time specified by the Project Representative and stated in the Certificate of Substantial Completion per Section 00700.

1.03 MILESTONES [NOT USED]

1.04 CONSTRAINTS

A. The carbon beds are classified as NEC Class 1, Div 2, as indicated in the Contract Drawings.
   1. The carbon beds are confined spaces per WAC 296-809.

B. A County inspector will inspect the condition of the fiberglass grating and beams supporting the carbon beds after the Contractor has removed the existing carbon from the inactive half of the Carbon ORT. The inspection is expected to require two days for each half of the carbon ORT. The Contractor shall assist the County inspector as follows:
   1. Provide full use of the temporary access to the ports on the side of the Carbon ORT that has been isolated.
   2. Provide temporary lighting to illuminate the entire bed.
   3. Provide temporary ventilation to provide the required air changes per hour in the bed area being inspected.

C. After receiving authorization from the Project Representative, the Contractor shall proceed with the carbon replacement (Section 44 31 16, Activated Carbon Replacement), and carbon bed improvements (Section 44 31 20).

D. After the carbon replacement and carbon bed improvements have been completed on the isolated half of the Carbon ORT, including final inspection and the closing of all access ports, County operating staff will do the following:
   1. Turn on the blower and put the half of the ORT that has been replenished back into service.

E. The Contractor shall not remove the temporary access serving the replenished bed until receiving authorization from the Project Representative.

F. The area surrounding the DAFT Carbon ORT, including to the north of the Carbon ORT (for accessing the carbon beds) is located over gallery spaces. The roof slabs of these spaces have been designed for HS-20 loading. Loading of construction equipment and materials in these areas shall not exceed 250 lbs/sf.

1.05 HOURS OF WORK

A. Contractor is to provide 24 hour, seven day contact information, back-up contact information, and on-call availability to mitigate problems with new construction overnight, weekends, and holidays.

B. Hours of work at the South Plant are usually 6 AM to 4 PM, Monday through Friday.
   1. Scheduled hours of work will be discussed at the Preconstruction Meeting (See Section 01 31 19). Variations to the scheduled hours of work stated above may be considered at that time.
   2. Work outside of the scheduled work hours shall be submitted and requires approval by the Project Representative 48 hours prior to the start of such work.
   3. If the Contractor works unscheduled hours and/or if the Contractor has not obtained Project Representative's approval at least 48 hours prior to the start of unscheduled work, the contractor shall be liable for the costs of King County's overtime inspection at the rate of $107 for each hour for each person performing such inspection for the County.

C. Submit a schedule of working hours in accordance with Section 00700.

1.06 LIQUIDATED DAMAGES

A. Liquidated damages for failure to achieve Substantial Completion: $1,290 per day.

B. Liquidated damages for failure to achieve Final Acceptance: $680 per day.

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION [NOT USED]

END OF SECTION

SECTION 01 14 30

USE OF COUNTY FACILITIES AND EQUIPMENT

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies the requirements for working in County facilities and use of County facilities and equipment.

1.02 COUNTY RESPONSIBILITIES

A. Only County personnel will operate the existing DAFT Carbon ORT facility.

B. Contact between County operating personnel and the Contractor shall be through the Project Representative.

1.03 SUBMITTALS

A. Procedures: Section 01 33 00.

B. Documentation meeting the requirements for Contractor use of County equipment and special tools.

1.04 CONSTRAINTS

A. Per Section 01 14 00.

1.05 USE OF EXISTING PROCESS SYSTEM AND UTILITIES

A. No existing process or utility services shall be used without written permission from the Project Representative unless specified for Contractor use.

B. Equipment presently installed in the facility shall be available to County personnel at all times.

C. Locate all Contractor equipment and materials in an area that does not interfere with facility operation: coordinate with Project Representative.

D. If necessary to complete the work, coordinate and receive approval for all shutdowns of systems or equipment from the Project Representative. Provide a minimum of two weeks prior notice for coordination.

E. Provide lockout/tagout for energy systems using energy isolating devices, i.e., electrical, mechanical, pneumatic, hydraulic, thermal. Coordinate Contractor lockout/tagout procedure for each specific type of device with County procedure prior to implementation of the lockout/tagout. County will perform lockout/tagout for existing operating facilities.

F. Do not adjust or operate County equipment or systems except as specifically required by this Contract then do so only after approval of Project Representative.

1.06 USE OF COUNTY EQUIPMENT [NOT USED]

1.07 SPACE CLASSIFICATION AND OCCUPANCY LIMITATIONS

A. Be responsible for compliance with regulations regarding classifications of areas and spaces in facilities. These may include:
   1. Classified areas, as defined by the NFPA.
      a. All carbon bed areas within the DAFT Carbon ORT are Class 1, Division 2 areas.
   2. Areas where there may be insufficient oxygen to sustain life.
   3. Areas defined as confined spaces in WAC Title 296-809.
      a. All carbon bed areas within the DAFT Carbon ORT are confined spaces.
   4. Hazardous areas as defined by the International Fire Code (IFC) and National Fire Protection Association (NFPA) where substances including, but not limited to, methane, chlorine, propane, hydrogen sulfide, and corrosive chemicals may be present.
   5. Areas of high noise exposure
   6. Other restricted or specially classified areas.

B. Conduct work using means and methods that are allowable and compatible with space classifications, occupancy limitations, WAC requirements, and all other health, safety, and hazard risks.

C. Work within this Contract and other contracts may involve areas with health and safety limitations. Notify the Project Representative of limitations at least 10 days before they are created. Indicate the type, extent, duration, and other pertinent information regarding each limitation.

D. Ventilate and monitor all enclosed spaces, including the carbon bed areas in the DAFT Carbon ORT, in accordance with WAC 296-809. Ensure that no spaces present a hazard, including, but not limited to:
   1. Deficiency of oxygen.
   2. Methane, carbon dioxide, and hydrogen sulfide poisoning.
   3. Explosive gasses.

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION

3.01 PROTECTION OF EQUIPMENT

A. Take precautions to protect County operating equipment, power supplies, distribution equipment, and instrumentation equipment from physical damage, and from exposure to weather, concrete dust, debris, dirt, and water.

3.02 SIGN-IN/SIGN-OUT REQUIREMENTS

A. Each day upon arrival at the Facility, report to the Administration Building and Operations Control room to sign-in on the Contractors Sign-in/Sign-out Sheet. Sign-in is required for all Contractors and subcontractors.

B. Upon departure from the Facilities, Contractor and subcontractor personnel report to the Operations Control room and sign-out on the Contractors Sign-in/Sign-out Sheet. Sign-out is required for all Contractors and subcontractors.

END OF SECTION

SECTION 01 17 00

ENVIRONMENTAL CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

A. This Section describes the environmental conditions which may reasonably be anticipated for the site

1.02 SITE CONDITIONS

A. The site of the work is at an approximate elevation of 25 feet above mean sea level (MSL). The climate conditions are expected to be in the following ranges:

Description	Range of Conditions
Air Temperature, degrees F	
Outdoors, Winter	10 – 50
Outdoors, Summer	40 – 90
Indoors	50 – 90
Relative Humidity, percent	
Outdoors	10 – 100
Indoors	30 – 80
Barometric Pressure, inches mercury	29.5 – 30.5

B. Additional conditions which may be applicable are specified in other sections.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 29 00

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SUMMARY

A. Measurement is described under each bid item in this Section.

B. Payment for the various items on the Bidding Schedule, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto and including all costs of compliance with the regulations of public agencies having jurisdiction, including safety and health requirements of the Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bidding Schedule, and all costs therefore shall be included in the prices named in the Bidding Schedule for the various appurtenant items of work.

C. Indirect costs, such as supervision and overheads, profit, the general conditions specified in the Contract, all shall be allocated to each bid item as applicable for work defined in the bid item. No separate payment will be made to the Contractor for these items.

1.02 BID ITEM MEASUREMENT AND PAYMENT

A. The Bidding Schedule consists of a single bid item for this lump sum contract. Bid Item No. 1 represents the entire scope of work covered by the Contract Documents.

B. Bid Item No. 1:
   1. All work in the Contract Documents inclusive of, but not limited to, replacing the activated carbon and installing carbon bed improvements in the DAFT Carbon ORT per the Contract Documents.

C. Payment will be based on the percentage of completion of each item in the Schedule of Values.

PART 2 MATERIALS [NOT USED]

PART 3 EXECUTION [NOT USED]

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies Contract meetings prior to and during construction.

1.02 PRECONSTRUCTION CONFERENCE

A. The Project Representative will chair a meeting of representatives of the Contractor, County staff, and other affected agencies prior to beginning construction. The purpose of the meeting will be to:
   1. Establish lines of authority and communication within the Contract team.
   2. To discuss the administrative requirements of the Contract.
   3. Address project issues if needed.
   4. To define the duties and responsibilities of all parties.

B. Location:
   1. Santler Building, 1520 SW Grady Wy, Renton, WA 98057-2962

C. Agenda:
   1. Schedules.
   2. Health and safety
   3. Mobilization plans.
   4. Equal employment regulations.
   5. Apprenticeship programs.
   6. Administrative procedures of the Contract.
   7. Permits, easements, community relations
   8. Other issues agreed between Contractor and County

D. Ensure that the Contractor's Representative, superintendent, Safety Officer, and representatives of all major subcontractors are present at the meeting.

1.03 PROGRESS MEETINGS

A. General
   1. Attend weekly progress meetings to discuss the issues and progress of the project. Meetings may be more or less frequent depending on the progress and status of the work.
   2. Arrange for attendance of subcontractors as necessary to discuss job progress.
   3. Meeting time to be mutually agreed to between the Project Representative and Contractor Representative.
   4. The location of the meeting will be the same as the Preconstruction Conference stated above.

B. Attendance at Progress Meetings
   1. Attendance may be required from:
      a. Project Representative and other County staff.
      b. Contractor's representative and other Contractor staff.
      c. Other contractors, as pertinent to agenda.
      d. Subcontractors, as pertinent to agenda.
      e. Contractor Safety Officer.
      f. Representatives of governmental agencies, other regulatory agencies, or utilities.

C. Agenda for Progress Meetings
   1. In general, the agenda for each meeting is to be agreed by Contractor and Project Representative and may include items such as:

a. Review progress on action items from prior meetings.
b. Review work progress since last meeting compared to the 3-week look ahead schedule.
c. 3-week look ahead schedule for upcoming period.
d. Identification of problems that might impede planned progress.
e. Construction deficiencies.
f. Contract administrative deficiencies including:
    1) RFI status
    2) submittal status
    3) RCO status
    4) RCP status
    5) As-built status
g. Coordination of projected work with other contractors.
h. Project Safety.
i. Other items as required by the Project Representative or the Contractor.

PART 2 PRODUCTS

2.01 MEETING RECORD

A. The Project Representative will record
    1. List of issues discussed
    2. Agreements
    3. Follow-on action items required by either the Contractor or the County
    4. Construction deficiencies noted
    5. Contract administrative deficiencies noted
    6. Project safety issues

PART 3 EXECUTION [NOT USED]

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies requirements and procedures for preparing construction schedules, schedule of values, and reports.

B. The purpose of the construction schedules, schedule of values and reports are to ensure adequate planning and execution of the work by the Contractor, to establish the standard against which satisfactory completion of the work shall be judged, to assist in monitoring progress, to determine progress payments and to assess the impact of Change Orders on the construction schedule.

C. Schedules to show dependency relationships between tasks.

1.02 SUBMITTALS

A. Procedures: Section 01 33 00.

B. Draft construction schedule: Submit for review at the pre-construction conference.

C. Construction schedule: Submit within 15 days of the Draft Construction Schedule submitted at the Preconstruction Conference identified in Section 01 31 19.

D. Weekly progress reports: During the work, submit no later than during the weekly Contract meetings.

E. Monthly report: Submit with Application for Payment.

F. Schedule of Values

1.03 CONSTRUCTION SCHEDULES

A. Draft construction schedule: Include material and equipment procurement, temporary construction, and carbon removal and replacement work. Clearly indicate major milestones and the time(s) for completion which are required to be met under the terms of the Contract. Include the bar chart and a draft schedule of values.

B. Construction schedule: Include the bar chart, schedule of values, and cash flow projection. The schedule submitted shall be considered the Baseline Schedule.

C. Time scaled bar chart based on the construction schedule prepared on 11-inch x 17-inch sheets. Band by activities, indicated in the schedule of values, or as approved by the Project Representative.

D. Activities: Show on construction bar charts at their early start/finish period.

E. In preparing the schedule of values, break up the work into construction activities such that the duration of each activity shall not exceed 15 days and construction activity values not to exceed the larger of $10,000 or one percent of the contract value unless approved by the Project Representative. Non-construction activities, such as submittals and material or equipment fabrication, may have durations in excess of 15 days.

F. Submittal and procurement activities shall include preparation and submittal of shop drawings, product data, samples, fabrication, delivery, as-built drawings.

G. Include in the construction schedule owner operator training, O&M manuals and milestone dates as specified in other Sections of the Contract.

H. Dates indicated on the schedule by the Contractor shall not be binding on the Project Representative.

I. Failure of the Contractor to include an element of work required for the performance of this Contract shall not excuse the Contractor from completing the work as described in the Contract.

J. Provide a list of the holidays and non-work days applicable to the schedule.

1.04 SCHEDULE OF VALUES

A. Submit a balanced schedule of values. At a minimum, break up the work into units corresponding to each Section of Divisions 01 through 44 of the Specifications and the task activities identified in the construction schedule. The total value of the activities shall equal the Contract amount. Overhead and profit shall be prorated to the activities. Activity values shall be rounded to the nearest dollar.

B. Schedule of Values shall be linked to the construction schedule activities.

C. The value to be allocated to the mobilization/demobilization activity shall not exceed 5 percent of the original Contract Price. A maximum of 70% of the 5 percent shall be allocated to mobilization.

D. If, in the opinion of the Project Representative, the schedule of values is unbalanced, present documentation substantiating the cost allocations of those activities believed to be unbalanced.

E. Include all values as required by other sections in the Specifications.

1.05 WEEKLY PROGRESS REPORT

A. Include work accomplished in the completed last seven calendar days.

B. Include a 2-week look-ahead schedule showing what work the Contractor anticipates working on. This schedule should provide greater detail than the construction schedule.

1.06 MONTHLY REPORT

A. Include an updated construction bar chart, schedule of values, cash flow projection and narrative summary.

B. The narrative summary briefly describes the progress of the project. The report will describe how the project is progressing towards its completion. It shall identify milestones completed, major equipment deliveries and problems arising during the month. The report should project the work anticipated during the coming month, including major deliveries and submittals.

1.07 CASH FLOW REPORT

A. Include a forecast, by month, based on the current schedule, of cash requirements to complete the Contract.

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION

3.01 GENERAL

A. Provide a statused construction schedule and narrative summary so the Project Representative may use them as a basis for determining the Contractor's compliance with the Contract regarding progress payments, Contract Time extensions, change order prices and impacts, and the overall progress of the

work. Failure to comply with the requirements of this Section will be a cause for delay in the review and acceptance of the progress payment requests.

3.02 UPDATES

A. If actual progress is observed to deviate from the construction schedule by 2 weeks behind or 4 weeks ahead, update and submit a revised construction schedule. In the case of the work being behind schedule, submit, along with the revised construction schedule, a written plan for completing the work within the milestone and Contract Time.

B. Requests for extensions in time resulting from changes issued by the County shall be accompanied by a narrative report explaining the impacts and costs associated with the extension. This request shall be submitted in accordance with Section 00700.

C. On approval of a change order by the County, the approved change shall be reflected in both time and value in the next submission of progress reports and schedule updates. Contract Time extensions and schedule revisions shall be incorporated into the monthly updated construction schedule and schedule of values.

END OF SECTION

SECTION 01 33 00

SUBMITTALS PROCEDURE

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies procedures and requirements for all submittals, substitutions, deviations, and the master submittal list required by the Specifications.

B. In addition to submittals required by individual Section specifications, submit information on items shown on the Drawings but not specified; and include proof of Professional Liability insurance for Work, which requires, either by Law or by Contract, the Submittal to be stamped by a licensed professional.

C. Submit information on all repair and corrective work required of or generated by the Contractor such that the acceptability of the quality of the repair or correction can be assessed before it is performed.

D. Submit descriptive information that will enable the Project Representative to assess whether the proposed materials, equipment, or methods of work are in general conformance with the work and in compliance with the Contract.

E. Specifically identify and annotate any deviation or substitutions in the submittal. If deviations or substitutions are not clearly identified or annotated, the original contract provisions shall prevail; if the item has been installed without specific acceptance of the deviation or substitution it shall be removed and the contract required item installed in its place.

F. No fabrication or construction work shall occur on a specific submittal item without a submittal Review Action of “1” NO EXCEPTIONS TAKEN or “2” NOTE MARKINGS. Any procurement or construction activity undertaken by the Contactor absent such a submittal Review Action will not be progress on project schedule or schedule of values.

G. Unless specified otherwise in this Contract, preparation, and revisions of submittals is to be an incidental expense and not a pay item.

1.02 MASTER SUBMITTAL LIST

A. Prepare and submit within 20 days after the effective date of the Notice-to-Proceed, a Master Submittal List listing of all items for which submittals are required by the Specifications. Organize the Master Submittal List by Specification Section number and include the following information for all listed items:
   1. Item identification.
   2. Specification Section number.
   3. Planned submittal date
   4. Identification of those items that are substitutions or contain deviations from the Specifications.
   5. Identification of those items that require other jurisdictional agency review and approval.
   6. the List shall include columns for future use as information becomes available shall be provided for the following items:
      a. Trade name, model, and catalog designation.
      b. The scheduled need dates for control purposes.
      c. Date submitted.
      d. The date approval is needed.
      e. The date on which material is needed.

1.03 CONTRACTOR RESPONSIBILITIES

A. Be responsible for the accuracy and completeness of the information contained in each submittal. The cost to review the initial submittal and the first revised submittal shall be borne by the County. The cost to review all additional revised submittals shall be charged to the Contractor.

B. Verify that the material and equipment described in each submittal conforms to the requirements of the Contract prior to submittal.

C. Ensure that the material, equipment and methods of work used are described in the submittal.

D. Coordinate and integrate all submittal dates with the Baseline Schedule.

E. Annotate on the Submittal Transmittal Form 01 33 00-A if the submittal conflicts or may affect the work with other submittals.

F. Ensure coordination of submittals among the suppliers, related crafts, subcontractors, and with the planned work. The Contractor will be held responsible for any cost or schedule impact caused by a submittal coordination failure.

G. Submit a request for all substitutions using Form 01 33 00-B received from the Project Representative.

H. Call out all deviations from the Contract on the Submittal Form 01 33 00-A transmitted to Project Representative and note where applicable in the body of the submittal.

1.04 SUBMITTALS ON ITEMS DIFFERING FROM THAT REQUIRED BY THE CONTRACT DOCUMENTS

A. Approved Equal
   1. Definition: An item of material or equipment proposed by the Contractor that has the same function, quality, durability, appearance, strength, and design characteristics equal to that named, that meets the requirements of the Specification, and is sufficiently similar so that no change in related work is required. The item of material or equipment shall reliably perform at least equally well for the function imposed by the design concept of the completed work as a functioning whole. In general, approved equal applies to manufactured items.
   2. Clearly note on the submittal Form 01 33 00-A if any items are submitted as an equal
   3. Acceptance is at the Project Representative's sole discretion and the decision regarding acceptance or rejection shall be final. If the Contractor disagrees, a Request for a Change Order shall be filed in accordance with contract provisions. Do not assume acceptance at any time prior to the rendering of decision by the Project Representative.

B. Substitution
   1. Definition: An item of difference in materials, equipment, means, method, technique, dimension, sequence, or procedure which functionally meets the Contract requirements, but does not meet the Specification(s) and is equal to or better than the specified item.
   2. Substitutions requested by the Contractor shall conform to the requirements of Section 00700. A submittal shall be provided for each substitution request, must be submitted using Form 01 33 00-B, and shall address all items on the form. The request shall include complete specifications or means and methods for the item including procurement, operational and maintenance cost data. Substitution Request forms shall be numbered sequentially beginning with the number No. 1.
   3. Any Substitution not identified on a submittal is not accepted or approved regardless of any action taken on the submittal by the County. Action taken by the County on the submittal shall not relieve the Contractor from complying with the original Contract requirements.
   4. Acceptance is at the Project Representative's sole discretion and the decision regarding acceptance or rejection of the substitution shall be final. If the substitution is rejected, proceed with the contract specifications without delay. Do not assume acceptance at any time prior to the rendering of a written decision by the Project Representative.

C. Deviations
   1. Definition: A minor change or omission to a specified material, procedure or product proposed by the Contractor that does not fully conform to the requirements specified, but conforms to dimensional, operational, and maintenance requirements and can be shown to accomplish the functional and operational and maintenance performance of the specified item.
   2. Annotate in the submittal all deviations from stated requirements in the Contract. Any deviation not identified on the submittal is not accepted or approved regardless of any subsequent action on the submittal by the County. Failure of the County to comment on the deviation shall not relieve the Contractor from complying with the original Contract requirements.
   3. Acceptance is at the Project Representative's sole discretion and the decision regarding acceptance or rejection shall be final. Do not assume acceptance at any time prior to the rendering of a decision by the Project Representative.

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION

3.01 TRANSMITTAL PROCEDURE

A. General:
   1. Submittals shall be accompanied by Submittal/Transmittal Form 01 33 00-A. An electronic blank copy of this form will be provided by the Project Representative. Equipment numbers shall be listed on Form 01 33 00-A for items being submitted. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections for which a submittal is required. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package, or are so functionally related that expediency indicates checking or review the group or package as a whole. No multiple-Section submittals will be allowed except where previously approved by the Project Representative.
   2. A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: “XXX”; where “XXX” is the sequential number assigned by the Contractor. Resubmittals shall have the following format: “XXX-Y”; where “XXX” is the originally assigned submittal number and “Y” is a sequential letter assigned for re submittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of Submittal 25.3.
   3. Submit all proposed approved equals as a part of the submittal process.
   4. Submittals are to be transmitted via the Contract SharePoint Site in accordance with Section 00800, Supplemental Terms and Conditions. The Contract SharePoint site is a Microsoft Office web application platform developed and managed by the County for this Contract. The Project Representative will provide instructions to the Contractor’s representative on the use of the Contract SharePoint site for Contract document file storage, including submittals. See Section 00800 for further details.

B. Samples: Submit the number requested in the Specification Section with the submittal form. Product samples and color samples shall not be transmitted electronically.

C. Certificates: Will be considered as information. No copy will be returned.

D. “Submit for information only”: No copy will be returned

3.02 REVIEW PROCEDURE

A. Refer to Section 00700 for the number of days after receipt of each submittal or resubmittal that will be allotted to transfer the County’s review comments to the Contractor.

B. The returned submittal will indicate one of the following actions:

1. If the review indicates that the submittal is in general conformance with the Contract, the submittal copies shall be marked "No Exceptions Taken" and given a Review Action of "1." In this case, implement the work covered in the submittal.
2. If the review indicates that the submittal requires limited corrections, the submittal copies will be marked "Note Markings" and given a Review Action of "2." In this case, begin to implement the work covered in the submittal in accordance with the markings noted. Where submittal information is to be incorporated in O&M data, a corrected copy shall be resubmitted; otherwise, no further action is required.
3. If the review reveals the submittal is insufficient and contains incorrect data and the comments are of a nature that can be confirmed, the submittal copies shall be marked "Comments Attached -- Confirm" and given a Review Action of "3". A Review Action “3” does not allow implementation of the work covered by the submittal until the information requested to be confirmed in the submittal has been revised, submitted, and returned to the Contractor with a Review Action of either "1" or "2.”
4. If the review reveals the submittal is insufficient or contains incorrect data and the comments require that the submittal be revised and resubmitted, the submittal copies shall be marked "Comments Attached --Resubmit" and given a Review Action of "4”. A Review Action “4” does not allow implementation of the work covered by the submittal until the information in the submittal has been revised, resubmitted, and returned to the Contractor with a Review Action of either "1" or "2.”
5. If the review reveals that the submittal is not in general conformance with the Contract, or if the submittal is incomplete, the submittal copies shall be marked "Rejected" and given a Review Action of "5." Submittals containing deviations or substitutions from Contract which have not been clearly identified by the Contractor fall into this category. A Review Action “5” does not allow implementation of the work covered by the submittal until the information in the submittal has been revised, resubmitted, and returned with a Review Action of either "1" or "2.”

3.03 EFFECT OF REVIEW OF SUBMITTALS

A. Review of submittals shall not relieve the Contractor of its responsibility for errors or omission therein and shall not be regarded as an assumption of risks or liability by the County.

B. Unless Contractor specifically identifies and the County accepts a Deviation or Substitution on the submittal, no disposition of the submittal by the County changes the requirements of the Specification and Drawings.

END OF SECTION

SECTION 01 33 10

STANDARD FORMS

PART 1 GENERAL

1.01 SCOPE

A. Be responsible for completing the documentation forms for tests and evaluations required of the Contract.

B. Contractor-generated forms as otherwise required to document the work shall follow the format established on Form 01 33 10-A.

C. Electronic versions of some of the forms listed below will be provided during construction.

1.02 SUBMITTALS

A. Procedures: Section 01 33 00.

B. Completed forms as required.

PART 2 PRODUCTS

2.01 FORMS

A. The following forms are included at the end of this Section.

Form No.	Title
01 33 00-A	Submittal/Transmittal Form
01 33 10-A	Standard Form Format
01 35 29-A	Monthly Contractor Injury Summary Report
01 80 00-E	System Punchlist Documentation Form

B. The following forms are included following Section 01 74 19, Construction and Demolition Material Management:

Form No.	Title
01 74 19-A	Construction and Demolition Material Diversion Plan
01 74 19-B	Construction and Demolition Material Diversion Report

PART 3 EXECUTION [NOT USED]

END OF SECTION

01 33 00-A SUBMITTAL/TRANSMITTAL FORM

KING COUNTY
WASTEWATER
TREATMENT DIVISION

Date Stamp

Contract Number: C_____C

Submittal No. _____
Date _____

Is this a Resubmittal? YES ☐ NO ☐
If resubmittal, prior submittal number _____

Does Submittal contain deviations from the specifications? YES ☐ NO ☐

CONTRACTOR _____

Subcontractor or Supplier: _____

						This Section to Be Completed By King County	
Item No.	**P/C**	**Spec. Paragraph**	**Contractor's Cat. or Dwg. No.**	**Description of Item**	**Copies Submit**	**Review Action**	**Contractor Deviation**

Contractor certifies to review of submittal, verification of field measurements, and compliance with Contract Document unless noted otherwise in the submittal.

By: Date:

Reviewer Remarks

Legend-Review Action

1 No exceptions taken
2 Note Markings
3 Comments Attached-Confirm
4 Comments Attached-Resubmit
5 Rejected

P – Partial

C – Complete

Distribution:	**By (Print)**	**Date**
Initial Review Completed		
Project Representative		
Returned To Contractor		

01 33 00-A SUBMITTAL / TRANSMITTAL FORM (continued)

Project Representative's review is for general conformance with the Contract. Markings or comments not specifically addressed in writing by the Contractor and accepted by the Project Representative in writing, shall not relieve the Contractor from compliance with the Contract. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly and for performing its work in a safe manner.				
Project Representative Review	Routing	Initial	Date	
No Exceptions Taken ☐				
Note Markings ☐				
Comments Attached-Confirm ☐				
Comments Attached-Resubmit ☐				
Rejected ☐				
Response Required of Contractor	Construction Division Use Only			
Confirm Resubmit	Reviewed Copies To:		Date	
	Constr. Division Files			
	Project Representative			
	Contractor Proj. Eng.			

Contract Name: _____

Contract No: _____ Date: _____

Form Title: _____

NOTE TO CONTRACTOR:

USE THE FOLLOWING SIGNATURE FORMATS AS APPROPRIATE

OR AS REQUIRED BY THE SPECIFICATION OR THE PROJECT REPRESENTATIVE.

SIGNATURE FORMAT A:

_____ _____
Signature of Manufacturer's Representative Date

_____ _____
Signature of Contractor Representative Date

_____ _____
Signature of Project Representative Date

SIGNATURE FORMAT B:

CERTIFIED _____ _____
Signature of Contractor Representative Date

WITNESSED _____ _____
Signature of Project Representative Date

01 35 29-A MONTHLY CONTRACTOR INJURY SUMMARY REPORT

Contract Name: _____
Contract No: _____ Month: _____
Contractor: _____

OSHA RECORDABLE CASES

WORK GROUP	NUMBER OF CASES	
	Reporting Month	Year-to-Date
Hourly Employees		
Supervisory Personnel		
TOTAL		

LOST TIME ACCIDENTS

WORK GROUP	NUMBER OF CASES		LOST WORKDAYS	
	Reporting Month	Year-to-Date	Reporting Month	Year-to-Date
Hourly Employees				
Supervisory Personnel				
TOTAL				

TOTAL HOURS WORKED AT CONTRACT SITE

Reporting Month	
Year-to-Date	

INCIDENT AND SEVERITY RATE

Date of last lost-time accident: _____
Number of hours worked since last lost-time accident: _____

$$\text{Incident Rate} = \frac{\text{Total Number of OSHA Recordable Cases x 200,000}}{\text{Total Hours Worked at King County Project Site}}$$

$$\text{Severity Rate} = \frac{\text{Total Number of Lost Workdays x 200,000}}{\text{Total Hours Worked at King County Project Site}}$$

RATES	Reporting Month	Year-to-Date
Incident Rate		
Severity Rate		

Monthly Incident Summary

DATE	NAME	TRADE	COMPANY	INCIDENT	Contributors and Preventive Measures

01 80 00-E SYSTEM PUNCHLIST DOCUMENTATION FORM Page ______ of ______

Contract Name: ____

Contract No: ______________________________ Date: ___________________________

Title: ____

Item No.	Date	Location	Description	King County Acceptance	Date

SECTION 01 35 29

HEALTH AND SAFETY

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies procedures for complying with applicable laws and regulations related to worker safety and health. Adhere to applicable federal, state and local safety and health standards

B. It is not the intent of the County to develop, manage, direct, and administer the safety and health programs of contractors or in any way assume the responsibility for the safety and health of their employees.

C. It is not the intent of the County to list and identify applicable safety codes, standards, and regulations requiring compliance by contractor and subcontractor groups. Contractor shall be solely responsible for identifying and determining all safety codes, standards, and regulations that are applicable to the work.

D. Wastewater conveyance and treatment systems are comprised of a vast array of structures and pipelines that carry a wide spectrum of residential and industrial waste substances and materials. As such, the Contractor's personnel may potentially be exposed to various hazards associated with wastewater sewerage systems and structures, including, but not limited to: active sewer flows, confined spaces, hazardous energy sources, fall hazards, flammable/explosive, toxic and suffocating gases; petroleum vapors; industrial discharges, rodents, insects and infectious biological organisms. Contractor and subcontractors shall inform and educate all personnel as to the hazards and shall require the necessary personal safety precautions associated with construction around live sewer systems and structures.

E. This Section addresses the Accident Prevention Program (APP) required in Chapter 296-800 WAC.

F. This Section describes the requirements for submittal of the Contractor's Site Specific Health and Safety Plan (HASP). A HASP is a supplement to a Contractor’s APP, however, it need not duplicate material in the APP. The HASP identifies all real and potential hazards during each phase of execution of the Work and provides a specific plan to deal with each hazard. Essentially, a HASP is a Job Hazard Analysis (JHA) of the entire project. A JHA is sometimes referred to as Job Safety Analysis (JSA) or Activity Hazard Analysis (AHA). The HASP shall clearly define responsibilities for Contractor and subcontractor employees per Chapter 296-155 WAC and WRD 27.00.

1.02 REFERENCED STANDARDS

A. This Section incorporates by reference the latest revisions of the embedded standard referenced herein. In case of conflict between the requirements of this Section and those of a listed document, the requirements of this Section shall prevail.

Reference	Title
29 CFR 1910.146	Permit Required Confined Spaces
29 CFR 1910.147	Control of Hazardous Energy (lockout/tagout)
29 CFR 1926	Safety and Health Regulations for Construction (OSHA)
Chapter 49.17 RCW	Washington Industrial Safety and Health Act (WISHA)
Chapter 296-24 WAC	DOSH / WISHA General Safety and Health Standards
Chapter 296-37 WAC	DOSH / WISHA Safety Standards for Commercial Diving
Chapter 296-65 WAC	DOSH / WISHA Asbestos Removal & Encapsulation
Chapter 296-67 WAC	DOSH / WISHA Process Safety Management Standards
Chapter 296-155 WAC	DOSH / WISHA Construction Safety

Reference	Title
Chapter 296-800 WAC	DOSH / WISHA Safety and Health Core Rules
Chapter 296-803 WAC	DOSH / WISHA Lockout Tagout (Hazardous Energy Control)
Chapter 296-809 WAC	DOSH / WISHA Permit Required Confined Spaces
Chapter 296-823 WAC	DOSH / WISHA Bloodborne Pathogens
WRD 27.00	DOSH / WISHA Regional Directive
NFPA 70E	Standards for Electrical Safety in the Workplace
NFPA 820	Fire Protection in Wastewater Treatment and Collection Facilities
NFPA 51B	Standard for Fire Prevention during Welding, Cutting, and Other Hot Work
RCW 39.04.180	Trench Safety Systems, Safety Systems Required

1.03 SUBMITTALS

A. Procedures: Section 01 33 00.

B. Qualifications.

C. Company Accident Prevention Plan (APP):
   1. Update to reflect responses to Section 00440 review comments in the bid evaluation.
   2. Submit within five days of the effective date of the NTP.
   3. Submit revisions during the execution of the work.

D. Site Specific Health and Safety Plan (HASP):
   1. Submit specific to the scope of work prior to starting the related work.
   2. Revised HASP that addresses changes in the Work.

E. Accident/Incident Report(s): provide within 24 hours.

F. Minutes and list of attendees of the pre-job safety meeting: provide within three days of the meeting.

G. Minutes and list of attendees of weekly safety tailgate meeting: provide within three days of the meeting.

H. Monthly Contractor Injury Summary Report: provide each month on Form 01 35 29-A within ten days of the end of each month.

I. Weekly summary of the daily site safety walk-through

J. Notice and listing of flammable liquids and liquefied petroleum gases when they are planned to be used on the Site.

1.04 QUALITY ASSURANCE

A. Qualifications:
   1. Site Health and Safety Officer:
      a. Possess a minimum of five years progressive safety experience on projects similar in nature to the work to be done on this Contract.
      b. Be knowledgeable concerning all Federal and State regulations applicable to safety.
      c. Completed the OSHA 40-hour Safety and Health Course (OSHA 500).
      d. Possess competent person certification in construction safety disciplines related to the work to be performed and be able to identify competent persons required by State and Federal safety standards for which they are not certified.
      e. Training and current certification for CPR and First Aid.
      f. Possess training and be capable of performing accident investigations and developing a concise report.
      g. Possess training in the development and presentation of safety training meetings.

2. Shift Safety Officers:
    a. Possess a minimum of three years progressive safety experience on projects similar in nature to the work to be done on this Contract.
    b. Be knowledgeable concerning all Federal and State regulations applicable to safety.
    c. Completed the OSHA 10-hour Safety and Health Course.
    d. Possess competent person certification in construction safety disciplines related to the work to be performed and be able to identify competent persons required by State and Federal safety standards for which they are not certified.
    e. Trained in and possess current certification for CPR and First Aid.
3. Although not required, the following qualifications may be considered as contributing to the relevant experience required.
    a. Certified Safety Professional (CSP) certification from the American Society of Safety Engineers.
    b. Degree from an institution of higher learning in Occupational Safety and Health.
    c. ASSE Certified Safety Technician (CST).
    d. Qualification as an instructor in CPR/First Aid or the OSHA 30 hour program.

B. Work shall meet the requirements of:
1. 29 CFR 1926
2. Chapter 49.17 RCW

1.05 SITE SPECIFIC HEALTH AND SAFETY PLAN (HASP)

A. A comprehensive HASP covers all aspects of the Contractor's work activities related specifically and distinctly to the Work and site conditions. The HASP shall be based on a site specific hazard analysis and shall explain how the APP elements and site specific safety procedures shall be applied to the identified hazards in the work.

B. At a minimum, provide the HASP detailing the safe work procedures and the safety preventive measures to be taken to provide an appropriate work environment for its employees, as well as County staff on site.

C. The HASP shall be descriptive in nature, to provide the appropriate level of understanding for the potential hazards associated with the work to be performed at all stages and phases.

D. The HASP shall provide an appropriate work environment for all persons on Site including Contractor and subcontractor employees, County staff, and authorized individuals.

E. The HASP shall address all necessary personal protective equipment (PPE), atmospheric/air monitoring, safety equipment and tools, safety planning and coordination necessary to perform work safely.

F. During the work, update as an addendum to the HASP, changes in conditions or scope of work before continuing work.

G. Before beginning the work addressed in the HASP, meet the requirements of Section 01 33 00 that indicate a marking of a “1” or a “2”.

H. HASP organization:
1. Organized and bound to readily accept revisions and additions.
2. Outline form.
3. Table of contents.
4. Numbered pages.

I. Contractor and subcontractors are encouraged to use the consulting services of the State of Washington's Department of Labor and Industries (WISHA). The Seattle Field Office is located at:
315 5th Avenue South, Suite 200
Seattle, WA 98104-2607
(206) 515-2800

http://www.lni.wa.gov/wisha/
Call or write for assistance with the requirements of this Section.

1.06 CONTRACTOR SAFETY QUALITY ASSURANCE

A. Review the entire scope of work and applicable Contract requirements.

B. Inspect the work site location and adjacent structures and systems to ensure that all safety considerations and requirements are addressed and planned prior to the start of work in the site specific HASP.

C. Ensure that all Contractor and subcontractor employees comply with the APP and HASP.

D. Designate a Site Health and Safety Officer on site with appropriate training, responsibility, and full authority to coordinate, implement, and enforce the Contractor's APP and HASP for the duration of the Work.

E. In the APP and HASP, provide the name and telephone number of the Site Health and Safety Officer and the resume reflecting experience and training for the position. If there will be an alternate or additional staff with safety responsibilities, provide name and telephone number and qualifications in the APP and HASP.

F. Ensure that safe work principles and practices are followed in completing work tasks.

G. Document a daily site safety walk-through noting observations and corrective actions.

H. If the Health and Safety Officer is to be changed during the Contract, submit Qualifications per this Section of the proposed officer prior to implementation on the Contract.

I. Be responsible to correct hazardous conditions and practices. When more than one contractor is working within a given area, identify which personnel have the authority to take action to prevent physical harm and property damage.

1.07 HASP CONTENT

A. The following describes certain minimum precautions for consideration in developing a HASP. Include in the HASP all of the items which may apply to the work. There may be other items not indicated below which shall be addressed in the HASP. The items indicated below do not cover every possible situation or hazard. Items that are not needed shall be noted in the HASP as not applicable (N/A).

B. Hazard Communication (Chapter 296-800 WAC):
   1. Contaminant gases that may be encountered include, but are not limited to: hydrogen sulfide, methane, carbon monoxide, and carbon dioxide.
   2. Provide a written Hazard Communication Program and emergency management plan addressing these and other potential hazardous substances that may exist and be brought on site during the work.
   3. For work requiring use of hazardous materials and chemicals, provide a list and corresponding Material Safety Data Sheets (MSDS)/Safety Data Sheets (SDS) for hazardous chemicals to be used on site. If no hazardous chemicals are to be used, provide statement to that effect.

C. Confined Space (Chapter 296-809 WAC):
   1. All confined spaces identified in WTD wastewater treatment facilities, and in WTD structures and conveyance lines, are designated and classified as Permit Required Confined Spaces.
   2. The nature of the work may expose workers to permit required confined spaces having possible explosive, toxic, and oxygen deficient atmospheric conditions.
   3. Provide a written Permit Required Confined Space Safety Program that meets the requirements of Chapter 296-809 WAC (Feb. 5, 2018 version).
   4. Identify the trained and certified PRCS Program Administrator by name and title.

5. Identify the trained and certified PRCS Program Competent Person(s) by name and title.
6. Identify the trained and certified PRCS Program Qualified Person(s) by name and title.
7. Identify the trained and certified PRCS Program Authorized Entrants, Authorized Attendants and Authorized Entry Supervisors by name and title.
8. Identify the trained and certified PRCS Rescue Team or Rescue Service to be utilized for Entry Rescue when Non-Entry Rescue is not feasible.

D. Lockout Tagout (Hazardous Energy Control) (Chapter 296-803 WAC):
   1. The nature of the work may expose workers to hazardous energy sources that include, but are not limited to, electrical, mechanical, pneumatic, hydraulic, thermal, and computerized systems.
   2. Provide a written plan outlining safe work practices addressing hazardous energy control procedures that meet the requirements of 29 CFR 1910.147 and Chapter 296-803 WAC.
   3. When working in existing WTD facilities, the written plan shall be coordinated and be compatible with WTD's existing program for Lockout Tagout (Hazardous Energy Control).

E. Fall Prevention and Protection (Chapter 296-24 WAC Part J-1 and Chapter 296-155 WAC Part C-1):
   1. The nature of the work may expose workers to fall hazards.
   2. Provide a written Fall Prevention and Protection plan outlining safe work practices addressing fall hazards that meet the requirements of Chapter 296-24 WAC Part J-1 and Chapter 296-155 WAC Part C-1.

F. Personal Protective Equipment (PPE) (Chapter 296-800 WAC):
   1. The nature of the work may expose workers to miscellaneous injury hazards that include, but are not limited to: head, hands, feet, body, eyes, and ears.
   2. Provide a written PPE plan outlining safe work practices addressing the use of PPE and clothing that meet the requirements of Chapter 296-800 WAC.

G. Biological Hazards and Bloodborne Pathogens (Chapter 296-823 WAC):
   1. Wastewater systems carry a wide spectrum of disease-producing organisms.
   2. Provide a written hazard communication and biological/bloodborne pathogen program detailing the preventive measures to be taken to provide an appropriate work environment for all site employees as well as County staff on site. These may include, but are not limited to:
      a. Instruction in appropriate measures to avoid contamination.
      b. A preventative inoculation program (tetanus/diphtheria, etc.) available to all employees.
      c. PPE and clothing to protect against infection, including rubber boots with full sole and heel steel insert-liners, safety glasses or goggles, and gloves.
      d. Facilities for workers to clean up, wash, and maintain good personal hygiene practices.

H. Fire Protection - Hot Work and Hot Work Permits (HWP):
   1. NFPA 51B - Standard for Fire Prevention During Welding, Cutting, and Other Hot Work shall be followed unless it does not meet the requirements of this section.
   2. A HWP shall be utilized in all WTD facilities and on construction sites where the potential for the ignition of explosive gases, liquids and flammable/combustible materials, and oxygen enriched atmospheres may potentially exist.
   3. Identify any type of work that produces a possible source of ignition in the presence of a fuel and oxygen (Fire Triangle) including, but not limited to: sparks, static electricity, welding, torch cutting, flame heating, brazing, grinding, sanding, and drilling. These activities are considered extremely dangerous in areas where the potential for a Lower Explosive Limit (LEL) above 10% or oxygen-enriched atmosphere above 23% could be encountered.
   4. A HWP is required for areas that are classified per the WAC or NFPA 820, as applicable.
   5. Permit-Required Confined Spaces.
   6. Process Safety Management (PSM) system areas.
   7. Class 1 Division 1/Division 2 hazardous locations.
   8. All other areas where the hot work would be in close proximity to combustibles or flammables.
   9. All sites under contractor control.
   10. Document how contractor HWP is established.
   11. Employ a system for issuing and monitoring HWP use.
   12. A HWP is valid only for:

a. The parties performing the work.
b. The work shift when the work is conducted.
c. Only for the conditions observed and evaluated when the permit is issued.

13. If a HWP is required by the local Fire Department/ Fire Marshall Jurisdiction Having Authority (JHA) the contractor shall be required to obtain a HWP. If not required by the JHA then the contractor shall use their own corporate HWP.
13. Torch applied roofing requires a HWP and a fire watch.
    a. Regular fire-watch inspections should be done throughout the day by a competent person and for a minimum of two hours starting when the last torch is extinguished on a roof. Inspections should include the roof's entire field, flashings and the underside of the roof deck.

I. Process Safety Management (PSM) of Highly Hazardous Chemical Systems (Chapter 296-67 WAC):
1. Where the Contractor's work involves modifications to the digester gas systems, provide detailed Management of Change (WAC 296-67-045) documentation, drawings and operating procedures. This will be reviewed by WTD – Process Safety Management (PSM) Committee at the affected treatment plant.
2. The County generates digester gas (methane) at the wastewater treatment plants. This potentially explosive gas is generated by anaerobic digestion of organic wastewater material and is lighter than air.
3. Work performed that involves working within a wastewater digester gas system area that is specifically classified as a PSM Area regulated under Chapter 296-67 requires the Contractor's compliance with the safe work provisions outlined under WAC 296-67-029.
4. For PSM work, be responsible shall specifically include, but are not be limited to, the following per the Chapter 296-67 WAC requirements:
    a. Ensure that each employee is trained in the work practices necessary to safely perform their job within areas regulated under Chapter 296-67 WAC.
    b. Ensure that each employee is instructed in the known potential fire, explosion, and toxic release hazards associated with digester gas/methane gas systems, as related to their job and the process, and the applicable provisions of the emergency action plan.
    c. Document that each employee has received and understood the PSM training required by this Section. Prepare a record which contains the identity of the employee, the date of training, and the means used to verify that the employee understood the training.
    d. Ensure that each employee follows the safety rules of the facility including the safe work practices for working with digester gas/methane gas systems required by WAC 296-67-021.
    e. Advise the Project Representative of any unique hazards presented by the Contractor's work or of any hazards found by its employees work.

J. Underground Construction (Chapter 296-155 WAC Part Q):
1. Requirements apply to all construction of underground tunnels, shafts, chambers, and passageways, as well as cut-and-cover excavations that are physically connected to ongoing underground construction operations which are covered in such a manner as to create conditions characteristic of underground construction.
2. This subparagraph does not apply to excavation and trenching operations covered by Chapter 296-155 WAC Part N, such as foundation operations for aboveground structures that are not physically connected to underground construction operations, and surface excavation.
3. Provide a written program detailing how employees and County staff on the site will be protected from the dangers of underground construction. At a minimum, the program shall include the following where applicable to the work:
    a. Air Monitoring
    b. Emergency Procedures, including evacuation procedures and Check-in/check-out systems
    c. Ventilation
    d. Hazardous classification
    e. Illumination
    f. Haulage
    g. Communications
    h. Electrical safety
    i. Flood control
    j. Hoisting
    k. Mechanical equipment

l. Designated person
m. PPE
n. Emergency lighting
o. Use of explosives
p. Ground support
q. Fire prevention and protection
r. Pneumatic and hydraulic safety
s. Access and egress
t. Rescue

K. Commercial Diving Operations (Chapter 296-37 WAC):
1. Due to the hazards associated with commercial diving operations, specific safety protocols and procedures are required to ensure worker and diver safety.
2. Provide a comprehensive Safe Practices Manual for Diving Operations that complies with Chapter 296-37 WAC.

L. Flammable Liquids and Liquefied Petroleum Gases (LPG):
1. No propane, propylene, butane, isobutane, and butylenes shall be stored inside buildings.
2. Provide a written list of any of these materials that will be used on Site.

M. Excavation, Trenching and Shoring (Chapter 296-155 WAC Part N):
1. Due to the hazards associated with excavation, trenching and shoring, specific safety protocols and procedures are required to ensure worker safety.
2. Each worker in a trench shall be protected from a cave-in by an adequate protective system.
3. A trench that is four feet or more in depth shall have a safe means for workers to get in and out of the trench. A means of egress is required to be within 25 feet of lateral travel.
4. When excavation operations approach the location of underground installations, the exact location of the installations shall be determined by safe and acceptable means.
5. Follow the requirements in Chapter 296-155 WAC Part N in developing an excavation, trenching and shoring plan.

N. Heavy Equipment Operations, Staging:
1. All vehicles shall have a service brake system, an emergency brake system, and a parking brake system. These systems shall be maintained in operable condition and may use common components.
2. Before leaving a motor vehicle unattended the motor shall be stopped. The parking brake shall be engaged and the wheels turned into curb or berm when parked on an incline. If parking on an incline and there is no curb or berm, the wheels shall be chocked or otherwise secured.

O. Suspect Material:
1. Unless otherwise indicated, promptly suspend work and notify the Project Representative of unusual conditions, including oily soil found on the Site. Work shall remain suspended until the Project Representative authorizes, in writing that the work may resume.

P. Traffic Control Plan:
1. The needs and control of all road users (motorists, bicyclists, and pedestrians) within the highway, or on private roads open to public travel, including persons with disabilities, through a temporary Traffic Control zone shall be an essential part of highway construction, utility work, maintenance operations, and the management of traffic incidents.
2. When the work requires the occupation of traffic lanes, parking lanes, parkways, or other public right-of way closures, it shall be per the Local Authority Having Jurisdiction. See Section 01 55 26 for requirements.

Q. Electrical Safety:
1. Use either ground-fault circuit interrupters or assured equipment grounding conductor program to protect employees on construction sites covering all cord sets, receptacles which are not a part of the building or structure, and equipment connected by cord and plug which are available for use or used by employees. These requirements are in addition to any other requirements for equipment grounding conductors per WAC 296-155-447.

2. In work areas where the exact location of underground electric power lines is unknown, no activity that may bring employees into contact with those power lines shall begin until the power lines have been positively and unmistakably de-energized and grounded.
3. Where overhead electric conductors are encountered in proximity to a work area be responsible for ascertaining the voltage and minimum clearance distance required and maintaining the minimum clearance distance per WAC 296-155-428.
4. Do not permit an employee to work in such proximity to any part of an electric power circuit that the employee could contact the electric power circuit in the course of work, unless the employee is protected against electric shock by de-energizing the circuit and grounding it or by guarding it effectively by insulation or other means.
5. Work on energized equipment:
    a. Only qualified persons shall work on electric circuit parts of equipment that have not been de-energized under the procedures of WAC 296-155-429(4). Such persons shall be capable of working safely on energized circuits and shall be familiar with the proper use of special precautionary techniques, PPE, insulating and shielding materials, and insulated tools.
    b. Use of an Energized Electrical Work Permit shall be required to ensure all shock and arc flash hazard have been considered.

1.08 UTILITIES

A. Call the Utilities Underground Location Center (UULC) before you dig, phone number 811.

B. During the performance of the work, take appropriate precautions when working near, around, and with utilities, in order to protect the health and safety of the worker, the public, property, and the environment.

C. Provide a flagged warning line for all work conducted in proximity to power lines. Coordinate and meet the requirements of the utility owner for this work.

D. Coordinate and meet the requirements of the utility owner and the Project Representative to obtain approval to disconnect or reconnect utilities.

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION

3.01 SAFETY AND HEALTH COMPLIANCE

A. Implement the written APP as required by Chapter 296-800 WAC, submitted in the bid evaluation per Section 00440 and accepted at the conclusion of the bid evaluation.

B. The Project Representative reserves the right to audit the Contractor's APP and implementation of the HASP.

C. Ongoing work and hazardous situations that are considered a health and safety risk by the Project Representative shall be corrected immediately.

D. Be responsible to stop that portion of the work that is determined to be an imminent or immediate threat to worker health and safety.

E. Ensure that necessary air monitoring, ventilation equipment; protective clothing, hazardous energy control devices, fall prevention, and other specified supplies and equipment are made readily available to employees to facilitate implementation of the APP and the HASP.

F. WTD facility entry:
    1. Protocols shall be followed.
    2. Enter all facilities in teams of two or more.

3. With written approval of the Project Representative, Contractor may enter alone only for short-term walk through inspections that do not involve working on ladders, with electrical equipment, or entering confined spaces.
4. Any work beyond short-term work that involves Contractor working alone requires written approval of the Project Representative.

G. Incidents:
1. Notify the Project Representative immediately of all near miss incidents and all incident accidents involving personal injury and property damage.
2. Provide a written report known as the Incident Report within 24 hours of any incident. Report for each incident occurrence shall include:
   a. Description of the event.
   b. Names of personnel involved.
   c. Description of injuries and treatment required (short term and long term).
   d. Description of property damage.
   e. Site visits and inspections of other agencies as a result of an incident. Include names of the persons, purpose of the visit, and any other pertinent information.

H. Conduct a pre-job safety meeting with Contractor staff and with all subcontractor staff. Submit list of attendees and minutes of pre-job safety meeting.

I. Conduct all weekly safety tailgate meetings. Submit list of attendees and minutes of weekly safety tailgate meetings.

J. Submit a Monthly Contractor Injury Report on Form 01 35 29-A in Section 01 33 10 consisting of a summary of the current month's injury accidents.

K. Use of intoxicants or of illegal or debilitating drugs while working on a County contract is prohibited.

L. Failure to comply with safety and health regulations may result in work suspension until adequate safety and health measures are implemented.

M. No Safety Officer shall be assigned that does not meet the requirements of this section.

N. Submit all safety related citations received for Contract work immediately upon receipt. If appealed to the state of Washington, notify the Project Representative a minimum of every month updating the status of the appeal until resolved. Submit documentation of the findings when resolved.

3.02 SITE SPECIFIC HEALTH AND SAFETY PLAN REVISIONS

A. In the event that the Project Representative, regulatory agencies, or jurisdictions determine the HASP, associated documents, or organizational structure to be inadequate to protect employees and the public:
1. Modify the APP and HASP to meet the requirements of said regulatory agencies, jurisdictions, and the Project Representative.
2. Provide submittal for revisions to the APP and HASP within seven days of the notice of a required modification.

3.03 POSTING

A. Provide and maintain a copy of the most up to date APP and the HASP at the Contractor's site office and at each of the subcontractors' offices.

3.04 COMPLIANCE

A. Failure to comply with this Section will result in work suspension until adequate safety and health measures are implemented.

3.05 TECHNICAL ASSISTANCE

A. Technical assistance is available from:
   Wastewater Treatment Division
   Safety and Hazardous Materials Program Office
   201 South Jackson St.
   Mail Stop: KSC-NR-0515
   Seattle WA 98104
   1. Contacts:
      a. Jim Faccone – WTD Safety and Hazardous Materials Program Manager
         1) Phone (206) 477-5379
      b. Terry Fiber – WTD Construction Safety Coordinator
         1) Phone (206) 477-5383

END OF SECTION

SECTION 01 35 43

ENVIRONMENTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies environmental controls and requires plans that describe how the Contractor will manage environmental mitigation and controls during the Work.

1.02 REFERENCED STANDARDS

A. This Section incorporates by reference the latest revisions of the following embedded standards referenced herein. In case of conflict between the requirements of this Section and those of the listed documents, the requirements of this Section shall prevail.

Reference	Title
Chapter 173-201A WAC	Water Quality Standards for Surface Waters of the State of Washington
Chapter 173-60 WAC	Noise Levels
Chapter 173-303 WAC	Dangerous Waste Regulations
RMC 4-6-030	Drainage (Surface Water) Standards
RMC 8-7	Noise Level Regulations

1.03 SUBMITTALS

A. Procedures: Section 01 33 00.

B. Environmental Mitigation Binder (EMB) and its revisions.

1.04 ENVIRONMENTAL MITIGATION BINDER (EMB)

A. Develop and maintain for the duration of the Contract an EMB that comprehensively incorporates plans for implementing all required environmental controls, including but not limited to the requirements of this Section and other referenced Sections.

B. The EMB specified in this section shall constitute the “Environmental Mitigation Plan” required in Section 00700, Article 3.26.

C. The following plans and subsequent revisions shall be submitted as a part of the EMB.
   1. Spill Prevention and Spill Response Plan
   2. Construction and Demolition Material Management Plan (Section 01 74 19)

D. Appoint a person who is qualified, authorized, and available 24 hours per day to supervise and enforce compliance with the Plans. Provide the person’s name, affiliation, and 24-hour-access phone number. Coordinate with the Project Representative to designate a temporary substitute if required.

E. Unless otherwise specified, complete the entire EMB prior to initiating the work.

F. In the event that the County, regulatory agencies, or jurisdictions determine any of the Plans in the EMB or the Contractor's activities to be inadequate to protect the environment:
   1. Stop the work in progress until adequate environmental protection measures are implemented.
   2. Modify the Plans to meet the requirements of regulatory agencies, jurisdictions, and the County.
   3. Submit and receive acceptance of modifications to the Plans prior to restarting the work.

1.05 SPILL PREVENTION AND SPILL RESPONSE PLAN (SPILL PLAN)

A. Prepare and submit a specific Spill Plan as a part of the EMB, to be used for the duration of the Work. The Spill Plan shall address the following requirements:
   1. Spill Prevention:
      a. Identify personnel responsible for managing and implementing the spill plan.
      b. Provide a site plan showing:
         1) Staging areas, spent carbon storage container area, fuel tanks, and refueling locations, and their relationship to drainage pathways, waterways, and other sensitive areas.
      c. Identify spill prevention and containment methods to be used.
      d. Identify inspection procedures and personnel training procedures as they relate to spill prevention, containment, response, management, and cleanup.
      e. Address: equipment maintenance, refueling, and cleaning activities and on site storage areas for hazardous materials.
   2. Spill Response:
      a. Outline spill response procedures including assessment of the hazard, securing spill response and personal protective equipment, containing and eliminating the spill source, and mitigation, removal, and disposal of the material.
      b. Include the following:
         1) Methods for immediately containing all visible floating oils with booms, dikes, or other appropriate means.
         2) Methods for immediately containing all visible oils on land using dikes, straw bales, or other appropriate means.
         3) Identification of the equipment and materials to be maintained on each Site to carry out the responsive measures.
         4) Location of disposal of waste materials at a legal site that accepts the waste.
         5) List of 24-hour response numbers for agency notification in the event of any oil or product discharges into public water, or onto land with a potential for entry into public waters.

1.06 CONSTRUCTION AND DEMOLITION MATERIAL MANAGEMENT PLAN

A. Include the accepted C&D Material Management Plan submitted per Section 01 74 19, and subsequent updates, in the EMB.

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION

3.01 PERSON RESPONSIBLE

A. The person responsible for implementation of the plans in the EMB shall be given the authority to take appropriate actions to safeguard the environment during the work. The materials, equipment, and supplies necessary to implement the plans shall be readily available at all times.

3.02 SITE MAINTENANCE

A. In addition to the requirements of this Section, comply with the requirements of Section 00700 regarding site maintenance, site cleanup, the lawful handling of Hazardous Materials, and Contractor responsibilities.

B. Maintain lids on all refuse containers.

C. Handle paints, solvents, fuel, oil, and other construction materials with care to prevent entry of contaminants into storm drains, surface waters, or soils.

D. Remove materials and equipment from the site when they are no longer necessary. Do not allow waste material to remain on or adjacent to the site. Collect, carry off the site, and legally dispose of such materials as specified in Section 01 74 19.

E. Potentially contaminated soils (suspect soils) which require further analysis may be temporarily stockpiled on the site per the Project Representative's requirements.

F. Be responsible for obtaining necessary permits or approval for the Contractor's disposal sites.

G. Unless otherwise indicated, restore ground surface to its pre-construction condition. Restore disturbed areas by replanting or repaving as soon as practical after construction.

3.03 CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT

A. Comply with the requirements of Section 01 74 19.

3.04 STREET CLEANING

A. All paved surfaces in the construction area used by the Contractor's trucks or any other equipment hauling material to and from the area, whether within the Contract limits or adjacent thereto, shall be kept clean.

B. Prevent dirt and dust from escaping trucks departing the work site by covering dusty loads, washing truck tires before leaving the site, using crushed rock at entrances, or other reasonable methods.

C. Prevent carbon particles from escaping trucks and containers departing the work site by covering the spent carbon before the truck leaves the work site.

D. Use sealed trucks for the removal of contaminated or flowing running spoils from the Site.

E. Any spent carbon that escapes from the trucks and containers departing the work site shall be cleaned with push brooms. Depending on the amount and location of the spill, the area may require cleaning using a vacuum sweeping truck. Cleaning equipment shall be available 24 hours per day, while haul routes are in use.

F. Contractor may use power washing trucks to clean paved surfaces only after receiving approval from the Project Representative and only if following the best management practices to prevent exceedance of state or local Water Quality Standards.

G. Flush no untreated solid material or soils or water containing solid material or soils into receiving waters including catch basins, ditches, streams, lakes, or wetlands.

H. Violations of the above requirements are sufficient grounds for the Project Representative to order the surfaces in question to be cleaned by others with all cost withheld from the Application for Payment.

3.05 WATER QUALITY PROTECTION

A. Conform to the regulations and requirements of legally authorized surface water management agencies. Do not allow water discharges to exceed the state or local Water Quality Standards.

B. If water quality standards or permit conditions are violated, shut down work causing the violation until protection and remediation is completed. Be responsible for all associated impacts.

C. Be responsible for the overflow of any storm drains resulting from the addition of flow from Contractor's activities and any damages associated with such overflow.

D. Conduct operations in such a manner as to prevent carbon sediment, construction equipment wash water, and other pollutants from reaching existing sewers, storm drains, process drains, and surface waters.

E. Prevent additional construction wastes such as paper, wood, garbage, fresh or spent activated carbon, or other debris from leaving the site. Dispose of all debris on land in such a manner that it cannot enter a waterway or cause water quality degradation.

3.06 AIR POLLUTION CONTROL

A. Do not discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of the authorities having jurisdiction. Prevent smoke, dust, engine exhaust fumes, and other contaminants from entering building spaces by directing them away from building intake plenums, building doors, or openings.

B. Maintain construction vehicles and equipment in good repair. When exhaust emissions are determined to be excessive, repair or replace equipment.

C. Do not allow internal combustion engines to idle for prolonged periods of time. Unless otherwise needed for functioning of equipment, the Contractor shall not allow gasoline or diesel powered machines or equipment to idle longer than five minutes. Examples of this exception may include; testing, servicing, repairing, and reaching operating temperatures and safe operational conditions.
   1. Communicate this restriction to employees on a regular basis.

D. Use electrically-powered equipment where practical.

E. Minimize dust nuisance by cleaning, sweeping, sprinkling with water, or other means. The use of water in amounts which result in mud on public streets is not acceptable as a substitute for sweeping or other methods. Make equipment for this operation available at all times.

F. Protect existing facilities and equipment from dust generated from the Contractor's activities.

3.07 TREE AND VEGETATION PROTECTION

A. Unless otherwise specified, protect existing trees and vegetation from damage by construction activities. Comply with the tree and vegetation protection requirements and standards of the local authority with jurisdiction, or the tree protection specifications in this section, whichever are more protective.

B. Unless otherwise specified, protect trees greater than six inches in diameter, measured 4.5 feet above ground surface, within and adjacent to the site including staging areas:
   1. The tree protection zone shall be a circular area to be protected around each tree calculated as one foot of radius for every one inch of diameter, or at least six feet, whichever is greater.
   2. Install tree protection fencing around the tree protection zone. At minimum, tree protection fencing shall consist of high density polyethylene, four-foot high, oval mesh. Maintain fencing vertical. Post signs on tree protection fencing clearly stating: "WARNING: Tree Protection Zone. This fence shall not be removed."
   3. Unless approved by a professional arborist, do not use the area within the tree protection fencing for the work.
   4. Do not discharge exhaust into tree foliage.

C. Unless otherwise specified, if a tree is damaged or destroyed by the work, replace in species, size, and grade with a healthy tree. Should it not be practical to replace the tree, pay for damages to trees in accordance with requirements of the owner or the County, as required by the Project Representative.

D. Unless otherwise specified, restore damaged landscaped and naturally vegetated areas as nearly as possible to their original condition.

E. Restore landscaped and vegetated areas promptly.

3.08 SPILL PREVENTION AND SPILL RESPONSE

A. Implement the Spill Plan as accepted. Modify as required.

B. All pollutants that occur on-site during construction shall be handled and disposed of in a manner that does not cause contamination of storm water or ground water.

C. Prevent, contain, and be responsible for spill clean-up of pollutants. Pollutant discharge into state waters or onto adjacent land is not permitted and violates state Water Quality Standards.

D. Store spent activated carbon, petroleum products, and all waste materials to prevent entry of contaminants into all waters including groundwater.

E. Spill prevention:
   1. Store liquid and solid Hazardous Materials and other pollutants on durable impervious surfaces and within manufactured secondary containment vessels capable of containing 110 percent of the largest single container stored in the containment vessel. Plastic sheeting is not an acceptable product for use in a containment system for long term storage of chemicals or equipment with fuel tanks.
   2. Store waste liquids under cover, such as tarpaulins or roofed structures, to prevent entry of rainwater into the containment vessel.
   3. Place equipment with fuel tanks in secondary containment vessels, or if the equipment is moved often, attach spill pads under the fuel tank.
   4. Segregate non-compatible or reactive chemicals to prevent possibility of mixing.
   5. Clearly designate all waste storage areas, whether for spent activated carbon or other hazardous waste, as such and keep segregated from new product storage.
   6. Label all containers with the type of material being stored and post Material Data Sheets (MDS) near the storage areas.
   7. Store all “empty” containers not cleaned in an upright secure manner. Label the containers: “Empty.”
   8. Locate materials, refueling locations, and equipment away from drainage pathways, waterways, and other sensitive areas to the maximum extent possible.
   9. Identify and implement reasonable steps to be taken to prevent releases of liquid products from malicious tampering or vandalism.
   10. Inspect secondary containment vessels, fuel hoses, lubrication equipment, hydraulically-operated equipment, oil drums, and other equipment and facilities regularly for drips, leaks, or signs of damage, and maintain and store properly to prevent spills.

F. Spill response:
   1. Maintain at each work site, and restock as necessary to ensure an adequate and continuous supply, a spill kit containing the following materials at a minimum:
      a. Oil-absorbent booms: Four each, five feet long
      b. Oil-absorbent pads or bulk material, adequate for coverage of 200 square feet of surface area
      c. Sand bags
      d. Oil absorbent material, such as kitty litter or sawdust, for material spills on land
      e. Gloves for use when performing the work
      f. Plastic bags to collect the used material
   2. Place spill kits near locations of chemical storage, fuel tanks, and fuel refilling stations.
   3. In the event of a spill: Immediately contain all visible pollutants on the water with booms, or other appropriate means.
   4. In the event of a spill: Immediately contain all visible pollutants on land using dikes, sand bags, or other appropriate means and remove using sand, ground clay, kitty litter, sawdust, or other absorbent material.
   5. Temporarily store cleaned up waste materials in drums or other leak-proof containers after clean-up and during transport to disposal. Dispose of waste materials properly at a legal site.
   6. In the event of any oil or other chemical discharges into public waters, or onto land with a potential for entry into public waters, immediately notify the following agencies at their listed 24-hour response numbers:
      a. Washington Department of Emergency Management: (800) 645-7911

b. U.S. Coast Guard National Response Center: (800) 424-8802

3.09 NOISE CONTROL

A. Unless otherwise indicated through a noise variance, comply with local controls and noise level rules, regulations and ordinances, which apply to work performed.

B. Schedule noisy activities to minimize their duration.

C. Each internal combustion engine, used on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

D. Provide notification of special circumstances or emergency conditions that require work beyond the hours specified as follows:
   1. Notify the Project Representative and local authority in advance of any proposed extended work hours for preauthorization. Include a written request for authorization per Section 01 14 00 to perform work specified and the circumstances that warrant this request. Include any additional measures to mitigate noise generated by this construction activity if deemed necessary by the Project Representative.
   2. If an emergency situation occurs that warrants extended hours, notify the Project Representative immediately upon determining the need for this work.

E. Noise complaints received by the Project Representative during the work will be shared with the contractor. Work with the Project Representative, as required, to resolve noise related complaints.

3.10 LIGHT CONTROL

A. Minimize light cast beyond the site by focusing existing and temporary site lighting on construction activity, providing shielding, or other appropriate means.

3.11 FINES

A. Be responsible for all fines incurred from non-compliance with regulations of governing authorities.

END OF SECTION

SECTION 01 41 26

PERMITS AND EASEMENTS

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies permit, easement and right-of-entry agreements requirements.

1.02 PERMITS

A. The County has acquired the following permits:
   1. None

B. The Contractor shall obtain from the Authority Having Jurisdiction all other permits including electrical, mechanical, or plumbing permits required to perform the Contract Work. The Contractor shall obtain the needed permits in accordance with Section 00700.

C. The Contractor must include the in the Baseline Schedule (as required in Section 01 32 16) a dedicated activity for the Contractor to obtain each of the permits required to perform the Contract Work.

1.03 EASEMENTS AND RIGHT-OF-ENTRY AGREEMENTS [NOT USED]

1.04 PERMITS OBTAINED BY CONTRACTOR

A. Prepare and submit to the proper authority or owner all information required for the issuance of such permit, easement, or right-of entry agreement. Pay all costs thereof including agency inspections and easement costs unless specifically provided otherwise in the Contract.

B. Provide a copy of each permit, permit applications, easement and right of entry agreement to the Project Representative prior to pursuing any Work covered by the permit or easement.

C. When required by the permit and during work progress covered by the permit, the Work shall be inspected as required by the issuing agency.

D. Provide a copy of the completed permit with the issuing agency acceptance or easement owner release.

E. Include in the Baseline Schedule the time to prepare, submit and obtain all Contractor obtained permits, easements and right-of-entry agreements.

1.05 SUBMITTALS

A. Procedures: Section 01 33 00.

B. Permits, permit applications, obtained by the Contractor.

C. All permit agreement compliance reports.

D. Approvals when work is complete for permits obtained by the Contractor.

1.06 POSTING PERMITS

A. Permits shall be posted at the site of the Work.

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION [NOT USED]

END OF SECTION

SECTION 01 52 00

CONSTRUCTION FACILITIES

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies the following Contractor temporary construction facilities and construction requirements:
   1. Utilities: power, heating, ventilation, telephone, water, sanitary facilities and lighting.
   2. Work site access control: concrete barriers, fencing, and security.
   3. Miscellaneous items: parking, staging, cleaning, project signage, and Contractor office.
   4. Access roads.

B. Unless otherwise noted, be responsible for all costs for utility usage and permitting associated with the requirements of this Section.

C. Unless otherwise noted, the County will not furnish any materials, facilities, utilities, or services.

1.02 SUBMITTALS [NOT USED]

1.03 POWER

A. Coordinate with the Project Representative to connect Contractor office to existing County-owned power service.

1.04 HEATING

A. Provide temporary heating of the Contractor’s Office as necessary. Supply the fuel, equipment, and materials required for temporary heating.

1.05 TELEPHONE

A. Provide cell phone contact information for the Contractor’s key individuals (Project Manager, Superintendent, Foreman).
   1. Providing a land line telephone in the Contractors office is not required.

B. Water service is not available for the Contractors office.

1.06 SANITARY FACILITIES

A. Provide toilet and wash-up facilities for the work force at the site. Comply with applicable laws, ordinances, and regulations pertaining to the public health and sanitation of dwellings and camps.

1.07 CONCRETE BARRIERS [NOT USED]

1.08 CONTRACTOR'S SECURITY

A. Provide security and facilities to protect the work, all temporary and existing facilities from unauthorized entry, vandalism, or theft.

1.09 MAINTENANCE OF TRAFFIC

A. Conduct the work to interfere minimally with public travel, whether vehicular or pedestrian.

1.10 PARKING AND STAGING AREA

A. The South Treatment Plant Site Plan included in the Contract Drawings shows the staging area for this project.
   1. The County-provided carbon shall be stored in this location.
   2. This area shall also be used for Contractor parking.

1.11 CONTRACTOR'S OFFICE

A. Maintain a suitable office near the site of the work to be the headquarters of the representative authorized to receive drawings, instructions, or other communication or articles.

B. Communications given by the Project Representative or delivered at the site office in the Contractor's absence shall be deemed to have been delivered to the Contractor.

C. Copies of the Drawings, Specifications, permits, APP and HASP per Section 01 35 29, regulatory required items, and other Contract Documents shall be kept at the site office and available for use at all times.

D. Use double sided copying as standard practice in the Contractor’s office.

1.12 TRANSPORTATION ROUTE

A. The access route to the work site at the South Treatment Plant is shown in the Contract Drawings

1.13 CONSTRUCTION SIGNS

A. Commercial or advertising signs shall not be allowed on the site.

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION [NOT USED]

END OF SECTION

SECTION 01 64 00

COUNTY SUPPLIED MATERIALS

PART 1 GENERAL

1.01 SUMMARY

A. This Section contains a listing of the materials to be supplied by the County for this Contract. All Contractor requirements for possession and requirements of the material are located in the individual Section.

1.02 COUNTY SUPPLIED MATERIALS

A. Heavy duty trailer for spent activated carbon disposal
   1. Quantity of trailers provided: 2
   2. Trailer characteristics are noted in Section 01 74 19 Construction and Demolition Materials.

B. Fresh activated carbon in one-ton “supersacks.”
   1. Outer dimensions: 3 ft W x 3 ft L x 3 ft H
   2. Estimated quantity required: 70
   3. Characteristics of the carbon are listed in Section 44 31 16 Activated Carbon Replacement.

1.03 INSURANCE

A. Once the material/equipment is turned over to the Contractor for installation, Contractor assumes all liability.

PART 2 MATERIALS [NOT USED]

PART 3 EXECUTION

3.01 GENERAL

A. Prior to transfer to the Contractor, the Contractor and Project Representative shall jointly inspect the activated carbon to confirm the amount, and the condition of the carbon “supersacks” delivered to the work site.

B. Install the material and equipment per the recommendations of the Manufacturer, as well as per Section 44 31 16.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION AND DEMOLITION MATERIAL MANAGEMENT

PART 1 GENERAL

1.01 SUMMARY

A. The Section specifies the County's requirements to divert recyclable Construction and Demolition (C&D) material from landfill disposal, and dispose of all other C&D material at the Cedar Hills Landfill.

B. Resources: King County Solid Waste Division Construction & Demolition Recycling website: http://your.kingcounty.gov/solidwaste/greenbuilding/construction-demolition.asp for general information on King County's construction recycling program, program contact and online resources.

1.02 DEFINITIONS

A. Construction and Demolition (C&D) Material: Includes all non-hazardous solid materials resulting from construction, renovation, alterations, repair, and demolition activities. Includes packaging, construction office materials, and materials that are recycled, reused, salvaged, or disposed of as nonrecyclable C&D waste.

B. C&D Material Management Plan (Standard Form 01 74 19-A): Project specific plan for the collection/handling, disposition, transportation and tracking of C&D material (attached at the end of this section).

C. C&D Material Diversion Report (Standard Form 01 74 19-B): Report documenting execution and status of C&D material included in the C&D Material Management Plan (attached at the end of this section).

D. Comingled C&D Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a Designated C&D Material Recovery Facility where materials are separated for recycling. Diversion rate varies by facility and reporting period. Comingled C&D recycling containers shall not include items for which current recycling markets do not exist. Non-recyclable materials shall be placed into a separate Nonrecyclable C&D Waste container and disposed of at a Designated C&D Waste Transfer Facility as Nonrecyclable C&D Waste.

E. Dangerous Waste: Any solid waste designated as dangerous waste by the Washington state Department of Ecology under chapter 173-303 WAC, Dangerous waste regulations. This includes adhesives, aerosol cans, paint, solvents, solvent-soiled rags, asbestos, mercury-containing thermostats or switches, cleaners, thinners, treated wood.

F. Disposal: Removal of C&D Material to a Designated C&D Waste Transfer Facility (WTF), or to the Cedar Hills Landfill.

G. Disposition: Specific diversion method or disposal of the C&D Material.

H. Diversion: Consisting of reuse, recycling and salvage of C&D Material.

I. Designated C&D Material Recovery Facility (MRF): Commingled/mixed C&D Material processing facilities that comply with King County Ordinance 18166. An updated list for King County is available at: http://your.kingcounty.gov/solidwaste/greenbuilding/rates.asp.

J. Designated C&D Waste Transfer Facility (WTF): Non-recyclable C&D waste processing facilities that comply with King County Ordinance 18166. An updated list for King County is available at: http://your.kingcounty.gov/solidwaste/greenbuilding/rates.asp.

K. Nonrecyclable C&D Waste: Any C&D waste that is not recyclable C&D waste. For the purpose of this Section, nonrecyclable C&D waste does not include excess material from vegetative land clearing or earthwork.

L. Recycle: To remove a C&D material from the site for repurposed use or for use in the manufacture of a new product.

M. Reuse: Making use of a C&D material without altering its form to be used on-site.

N. Salvage: Not Used.

O. Universal Waste: Batteries, lights and lamps, and mercury-containing equipment as defined in WAC 173-303.

1.03 REFERENCED STANDARDS

A. This Section incorporates by reference the latest revisions of the embedded standard referenced herein. In case of conflict between the requirements of this Section and those of a listed document, the requirements of this Section shall prevail.

Reference	Title
KCC 18.17	Green Building Program
King County Ordinance 18166	King County Construction and Demolition Recycling Ordinance
Chapter 173-303 WAC	Dangerous Waste Regulations
Chapter 173-345 WAC	Recyclable Materials – Transporter and Facility Requirements

1.04 SUBMITTALS

A. Procedure: 01 33 00

B. C&D Material Management Plan (Standard Form 01 74 19-A): Submit and receive a submittal review disposition of “1” or “2” per Section 01 33 00 within 30 days after pre-construction meeting or prior to demolition and/or clearing activity.

C. C&D Material Diversion Report(s) (Standard Form 01 74 19-B): Submit monthly with application for payment (or as required by the Project Representative). Submit final report prior to Final Acceptance.

1.05 PACKAGING FOR CONSTRUCTION MATERIALS AND EQUIPMENT [NOT USED]

1.06 CONSTRUCTION AND DEMOLITION MATERIAL MANAGEMENT PLAN (PLAN)

A. King County will provide waste hauling and disposal services on this project at no cost to the Contractor, unless otherwise indicated.
   1. Coordinate with King County staff as specified in this section to arrange for the drop-off and pick-up of waste trailers.
   2. This does not apply to recycling waste disposal.

B. General: Use the C&D Diversion Plan, Standard Form 01 74 19-A located in 01 33 10.

C. C&D Material Identification and Disposition: List each type of C&D Material and indicate disposal in a Waste Transfer Facility (WTF), or to the Cedar Hills Landfill.

D. Salvaged Materials: Not Used.

E. Recycled Materials: Include list of facilities likely to be used and type of recycled materials each will accept. Include names, addresses, and telephone numbers. This may be the Designated Facility, specific recycler(s) of source separated materials, or combination thereof.

F. Reused Materials: Not Used.

G. Disposed Materials: Spent carbon shall be considered non-hazardous non-recyclable C&D waste and disposed of under an existing King County Contract to Cedar Hills Landfill (16645 228th Ave SE, Maple Valley, WA, 98038; Monday through Friday 8:00am to 3:00pm).
   1. Spent carbon waste shall be placed in County-provided, Contractor-lined trailers that shall be picked up by King County's waste hauler for this Contract and transported directly to Cedar Hills Landfill. Trailers must be covered using the attached tarp prior to transport to minimize spreading of dust.
   2. All drop off and pick-up of trailers holding non-hazardous spent carbon waste shall be coordinated through King County Wastewater Treatment Division Resource Recovery section, Biosolids Transportation Specialist.

      Tony Chiras, Biosolids Transportation Specialist
      King County Wastewater Treatment Division
      Resource Recovery Section
      (206) 477 2664
      tony.chiras@kingcounty.gov

   3. Contact information for King County's waste hauler for this Contract:

      Jim McSpadden, VP Operations
      Skagit Transportation
      (206) 948 - 5588
      jimm@skagittrans.com

   4. Placement and scheduling of trailer used for carbon disposal shall be coordinated with the Biosolids Transportation Specialist, and the Project Representative.
      a. Trailers are stored at the Grit Bay at South Treatment Plant. The Contractor is to notify the Biosolids Transportation Specialist two weeks in advance of when an empty trailer is required, or when a trailer is ready for hauling to the landfill.
      b. Contractor to provide liner for the inside of the trailer and be responsible for cleaning trailer after use. The liner shall prevent the leakage of any liquids or fine material from the trailer.
      c. The trailers will be delivered to and picked up on the west side of the DAFT Carbon ORT. The Contractor is responsible for moving the trailer to the north side of the DAFT Carbon ORT, if so desired. Should the trailer be moved, the Contractor is responsible for moving the trailer back into position for pick up.
      d. A cut sheet for the trailer is provided at the end of this specification. Details of the trailer are as follows:

Parameter	Value	Unit
Trailer dimensions	7 ft W x 28 ft L x 10.25 ft H	ft
Trailer shape	Elliptical bed	
Empty trailer weight	14,000	lbs
Trailer capacity	25.3	cu.yd
Dump type	End dump, rear airlift tailgate	
Wheels	8	
Axles	2 rear axles	

   5. The trailer shall not be hauled from the site by King County's waste hauler without Project Representative notification and approval.
   6. King County has tested the spent activated carbon to confirm that it can be disposed at the Cedar Hills Landfill. Selected parameters from this testing for the Contractor's general information are listed below.

Parameter	Value	Unit
pH	4.5 – 4.86	-
Total Solids	88 - 95	%
Nitrogen-Ammonia	<0.1	mg/kg
Chloride	12,400 – 23,400	mg/kg
Sulfate	88,100 – 112,000	mg/kg
Total Cyanide	0.33 – 0.43	mg/kg
Total Sulfide	1.5 – 4.3	mg/kg

a. A copy of the King County Solid Waste Division Waste Clearance Decision form granting approval for disposal at Cedar Hills Landfill can be found at the end of this section.

1.07 CONSTRUCTION AND DEMOLITION MATERIAL DIVERSION REPORT (REPORT)

A. General: Use the C&D Diversion Report template 01 74 19-B (attached at the end of this section) or Project Representative approved equivalent.

B. The Report shall include the following for each material:
   1. The total amount of the material, in tons or cubic yards.
   2. The receiving party.
   3. Manifests, weight tickets, receipts and invoices, including:
      a. Disposal Receipts: Copy of receipts issued by a WTF for C&D waste that is disposed in that WTF.
      b. Recycling Receipts: Copy of receipts issued by recycling facilities or Designated Facilities for commingled materials. Include weight tickets from the recycling hauler or material recovery facility and verification of the recycling rate for commingled loads at the facility.

C. Diversions rates and tonnage:
   1. Total tons of material.
   2. Total tons of diverted material.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CONSTRUCTION AND DEMOLITION MATERIAL MANAGEMENT

A. General: Provide handling instructions, containers, storage, signage, transportation, and other items as required to implement C&D Material Management Plan during the entire duration of the Contract.

B. Designate a C&D material diversion management coordinator to be responsible for implementing, monitoring, and reporting status of the Plan and Diversion Report(s).

C. Containers for C&D Materials to be recycled clearly labeled with a list of acceptable and unacceptable materials:
   1. The list of acceptable materials must be the same as the materials recycled at the recycling processor or Designated Facility.
   2. Container labels, including list of acceptable and unacceptable materials shall be in language(s) and/or pictures understood by all the Contractor's and Subcontractors' workers.
   3. Protect and manage containers and their contents in accordance with the requirements of the MRF, WTF, or recycling processor.
   4. Commingled materials must only be those intended for recycle.
   5. All non-recyclable C&D materials must be placed in the County-provided trailer for disposal at the Cedar Hills Landfill.

D. Training:
   1. Train employees, subcontractors, and suppliers on proper C&D Material Management procedures.

2. Distribute C&D Material Management Plan to all on-site employees, subcontractors and suppliers before starting the Work. Review Plan procedures and locations established for salvage, recycling, reuse and disposal with new employees.

E. Conduct regular visual inspections of recycle containers, and remove any Nonrecyclable C&D Waste, Dangerous Waste, or Universal Waste.

F. Transport materials and legally recycle or dispose of offsite.

END OF SECTION

King County
Department of
Natural Resources and Parks
Solid Waste Division

KING COUNTY SOLID WASTE DIVISION
WASTE CLEARANCE DECISION

Waste Clearance Number: I0921

Special Waste Rate

GENERATOR

Name and address:

King County WTD South Treatment Plant

1200 Monster Road SW
Renton, WA 98057

Samayyah Williams
206-477-0650
samayyah.williams@kingcounty.gov

Source:

Same

WASTE APPROVED FOR DISPOSAL

Waste type: Industrial waste

SPENT GRANULAR ACTIVATED CARBON

Quantity approved for disposal: 74,000 lbs.

CONDITIONS OF DISPOSAL

- Material must be disposed directly at the CEDAR HILLS LANDFILL. NO transfer station may be used.
- Appointments made Monday - Friday, 8:00 a.m. - 3:00 p.m. (Closed on federal holidays and the Friday after Thanksgiving.)
- CALL SPECIAL WASTE UNIT AT 206-263-1091 TO SCHEDULE AN APPOINTMENT PRIOR TO DELIVERY.
- Must control dust during transport and unloading.
- Minimize free liquids.
- Must be able to unload without assistance from landfill personnel.

CLEARANCE SCHEDULE

Clearance is valid from: 1/4/2019 through **1/4/2020**

Clearance issued by: Delivery frequency: Several trips

Peggy Wolf

Peggy Wolf. Environmental Scientist

A copy of this Waste Clearance Decision and payment by cash, check, credit/debit using VISA/Mastercard or Solid Waste charge account MUST accompany each vehicle at the time of disposal. Payment by Comchek will NOT be accepted.

Health Department Approval # / Expiration Date: **SR1420885** / **7/2/2021**

Safety First! What You Should Know Before You Go To the Landfill

Because your safety comes first, the following items are recommended while you or your employees are out of your vehicle in the active dumping area:

-- High visibility clothing, such as a safety vest

~ To enhance your visibility when on the ground

-- Work boots with puncture-resistant soles

~ To prevent puncture-type injuries and slips, trips and falls

-- Fall protection is suggetsed when dumping next to tippers directly in refuse pit or into the special waste pit

~ Fall protection consists of a safety belt and lanyard

-- Eye protection: safety glasses are strongly recommended

COPY DISTRIBUTION LIST FOR WASTE CLEARANCE NUMBER I0921

King County Distribution

Eyasu Ayalew, Environmental Health Specialist, Health Department

Scott Barden, Assistant Operations Manager

Mark Hammer, Assistant Operations Manager

Kris Beatty, Special Waste Supervisor Special Waste

Technicians

Generator, hauler and other distribution

Samayyah Williams

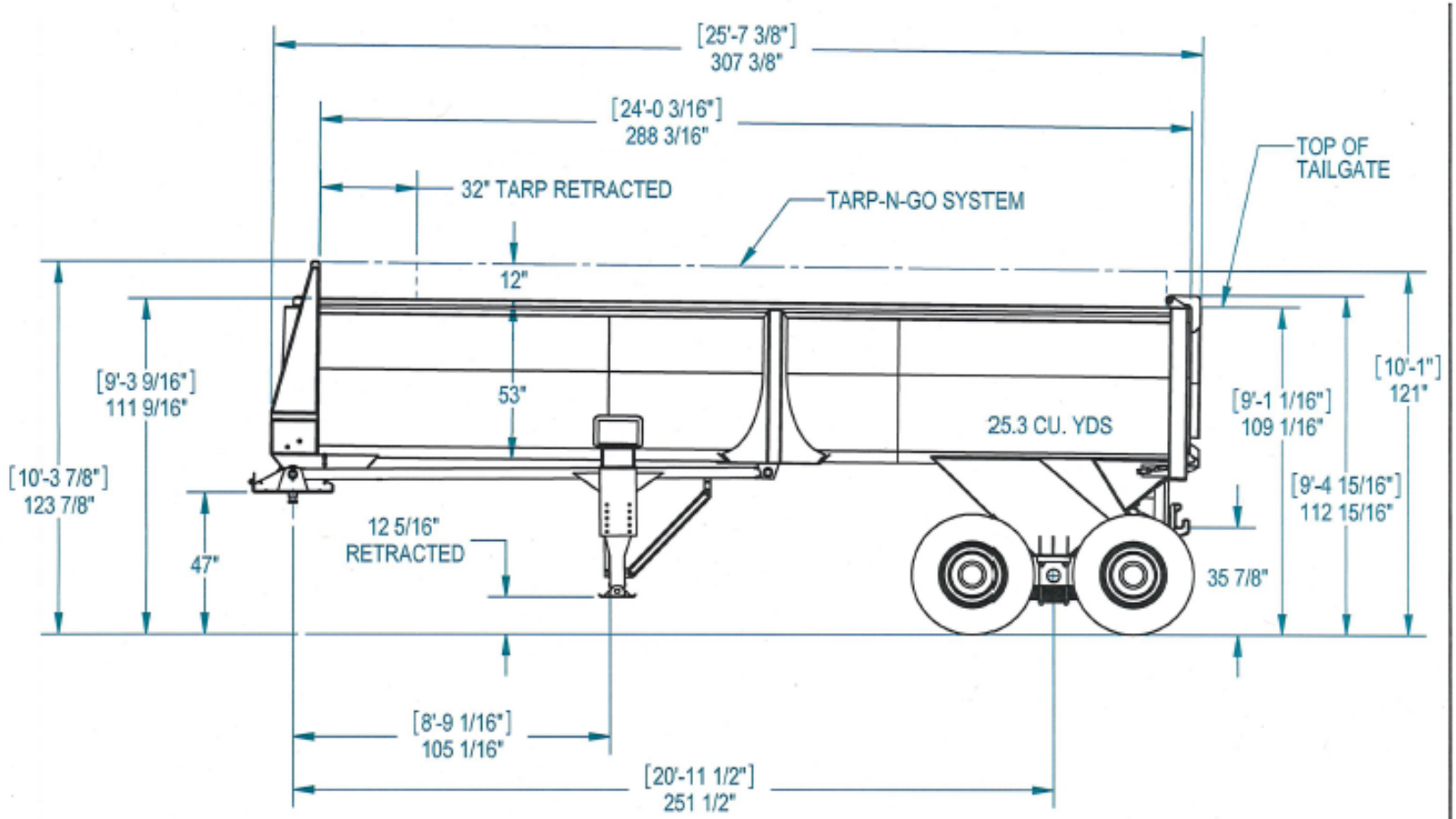
King County WTD South Treatment Plant

1200 Monster Road SW Renton, WA
98057

Jim McSpadden

Skagit Transportation

For more information or to request
this material in alternate formats contact:
King County Solid Waste Division
206-477-4466; 1-800-325-6165, ext. 7-4466
TTY Relay: 711



DRAWING IS NOT TO SCALE - DIMENSIONS ARE IN INCHES UNLESS NOTED. ALL CUT AREAS MUST BE SMOOTH AND FREE OF NICKS AND GOUGES. FINISHED PIECES MUST BE STRAIGHT, TRUE AND WITHOUT TWIST THRU-OUT ENTIRE LENGTH. FORMING CRACKS NOT ACCEPTABLE.			THIS DRAWING IS FURNISHED AS A COURTESY AND REMAINS THE PROPERTY OF RELIANCE TRAILER MANUFACTURING. NO INFORMATION GIVEN HEREIN MAY BE USED OR COPIED WITHOUT THE WRITTEN PERMISSION OF RELIANCE TRAILER MFG.		THIRD ANGLE	UNLESS NOTED TOLERANCES ARE: FRACTIONS: ±1/16", ANGLES: ±1° .XXX - ±.010, .XX - ±.030, .X - ±.050
DRAWN: JIM C	RAW MAT:	CUT SIZE:	FT/LF:	Reliance HEAVY DUTY TRAILERS RELIANCE TRAILER CO., LLC 3025 S. GEIGER BLVD SPOKANE, WA 99224		DESCRIPTION: +12 LAYOUT
DATE: 10/9/08	RAW MAT CODE:	DWG REF #'S: -	(A)			DWG NO: SHEET: 1 OF 1
CHECKED:	ROUTER:	STATION STORE:	WT. REF:			KING COUNTY LAYOUT

Construction & Demolition Diversion Plan

Department: DNRP

Division: WTD

Project Name: STP Odor Control at Primary, Secondary, and DAFT

Project Number: 1134813

Location: South Treatment Plant

Project Manager: Rowena Johnson

Material Type		N/A	Reuse on site	Salvage off site	Recycle Source Separated	Recycle Commingled	Disposal	Hauler	Receiving Facility	Comments
Asphalt Paving *		☐	☐	☐	☐	☐	☐	Other	Other	
Asphalt Shingles		☐	☐	☐	☐	☐	☐			
Brick *		☐	☐	☐	☐	☐	☐			
Carpet/padding		☐	☐	☐	☐	☐	☐			
Concrete *		☐	☐	☐	☐	☐	☐			
Cardboard *		☐	☐	☐	☐	☐	☐			
Glass		☐	☐	☐	☐	☐	☐			
Gypsum/Drywall **		☐	☐	☐	☐	☐	☐			
Land Clearing †		☐	☐	☐	☐	☐	☐			
Metals *		☐	☐	☐	☐	☐	☐			
Plastics		☐	☐	☐	☐	☐	☐			
Plastic Film Wrap		☐	☐	☐	☐	☐	☐			
Rock/Gravel †		☐	☐	☐	☐	☐	☐			
Soil/Sand †		☐	☐	☐	☐	☐	☐			
Wood		☐	☐	☐	☐	☐	☐			
Hazardous Waste †		☐	☐	☐	☐	☐	☐			
Commingled Recycling		☐	☐	☐	☐	☐	☐			
Garbage		☐	☐	☐	☐	☐	☐			
Other	Spent activated carbon, polypropylene mesh, carbon sacks	☐	☐	☐	☐	☐	☑	Other	Other	Skagit Transportation/Cedar Hills Landfill
Other		☐	☐	☐	☐	☐	☐			

** May not be taken for disposal within the City of Seattle*

*** Clean gypsum may not be taken for disposal within the City of Seattle*

† *Must be tracked and reported, but do not count toward C&D diversion rate*

01 74 19-B CONSTRUCTION AND DEMOLITION MATERIAL DIVERSION REPORT

Instructions

Please complete this report for your construction or demolition project prior to Final Inspection Approval from the applicable permitting department.

Hover over cells that have **red comment triangles** in the upper right corner to view additional information and instructions.

Construction & Demolition Diversion Report

Department:	DNRP	Division:	WTD
Project Name:	DAFT Carbon ORT Carbon Replacement	Project Number:	1134813
Location:	South Treatment Plant	Project Manager:	Rowena Johnson
Asbestos Abatement Performed?:	No		

Diversion Records: Recyclable Materials

	Material Type	Diversion Method	Tons:	Hauler:	Receiving Facility:
1					
	If Other Material Type:	If Other Diversion Method:		If Other Hauler:	If Other Receiving Facility:
2					
3					
4					
5					
6					

Diversion Records: Garbage

	Material Type	Diversion Method	Tons:	Hauler:	Receiving Facility:
7	Garbage	Disposal	37	Other	Other
				If "Other" specify Hauler:	If "Other" specify Receiving Facility:
				Skagit Transportation	Cedar Hills Landfill

Diversion Records: Site Specifc Materials

	Material Type	Diversion Method	Tons:	Hauler:	Receiving Facility:
8	Land Clearing Debris				
		If Other Diversion Method:		If Other Hauler:	If Other Receiving Facility:
9	Rock and Gravel				
		If Other Diversion Method:		If Other Hauler:	If Other Receiving Facility:
10	Soil or Sand				
		If Other Diversion Method:		If Other Hauler:	If Other Receiving Facility:

Diversion Rates and Tonnage

Total Tons of Material: (Excluding site-specific materials)	37	**Diversion Percentage**	**0%**
Total Tons of Diverted Material: (Excluding garbage and site-specific materials)	0		
Total Tons of Site-Specific Materials:	0		

SECTION 01 74 23

FINAL CLEANING

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies the final cleaning on the work performed or areas affected during performance of the work prior to completion of punch list items.

1.02 PURPOSE

A. The purpose of the cleaning is to clean up from the construction which occurred during the work of this Contract.

B. The site shall be maintained at the highest level of readiness and cleanliness. Take due care that materials purchased under this contract remain undamaged and free of dust and dirt at all times.

1.03 CLEANING REQUIREMENTS

A. Clean all items affected by the work and ensure they are free of litter, trash, carbon dust, dirt, stains, damage, or defects.

B. Sweep paved areas to remove all spilled carbon and carbon dust.

C. Replace damaged, defaced, or marred items.

PART 2 PRODUCTS

2.01 CLEANING MATERIALS

A. Use cleaning materials and processes recommended by the manufacturers of the surfaces to be cleaned.

B. Use non-toxic clean agents when possible.

PART 3 EXECUTION

3.01 TIMING

A. Upon approval of schedule by the Project Representative, clean all areas impacted by the carbon replacement activities.

3.02 CLEANING

A. Use experienced workers or professional cleaners.

B. Remove dirt, carbon, and foreign materials from the impacted areas.
   1. Do not wash spilled activated carbon into floor drains as this will eventually plug the drain.

C. Repair and touch-up marred areas.

END OF SECTION

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies providing as-built drawings and other record documents and information.

B. For this Contract, the terms as-built documents and record documents are considered interchangeable and synonymous.

C. As-built or Record documents refer to the sum of all drawings, documents, and information specified.

1.02 SUBMITTALS

A. Procedures: Section 01 33 00.

B. As specified:
   1. For manually produced drawings: Full size 22x34 As-Built drawings;
   2. Portable Document Format (PDF);
   3. Electronic files distributed through a web link, FTP site, or cloud-based file sharing site.

PART 2 PRODUCTS

2.01 GENERAL

A. Marked-up Contract Documents: Continuously maintain, update and correct mark-up information per 3.01.A on full sized Contract Documents to reflect the "as constructed" conditions. As-Built documents and information shall be continuously updated to show:
   1. Work accomplished in the prior month to verify payment due.
   2. Field changes of dimensions and details made by contractor.
   3. Changes made by Change Order, responses to Request for Information or Field Directives.

2.02 SUPPLEMENTAL CONTRACTOR PRODUCED DOCUMENTS [NOT USED]

PART 3 EXECUTION

3.01 MARKING DEVICES

A. For mark-ups to the Contract set of Documents use waterproof felt tip pens as required to maintain as-built drawings described in this section using the following color coding:
   1. Red: Document changes
   2. Blue: Dimensional and other notations
   3. Green: Work deleted

3.02 ELECTRONIC MEDIA DRAWINGS

A. Drawings may be provided in hard copy, or “PDF” format.
   1. If PDF files are provided, these shall be uploaded to a Sharepoint site as directed by the Project Representative.

3.03 RECORDING

A. Record information concurrently with construction progress. No work shall be concealed until the required information is recorded.

B. As discussed in Section 44 31 16, Activated Carbon Installation, after the carbon beds have been emptied, the Contractor is to allow the County to inspect the condition of the support system for the carbon beds.
   1. The County is responsible for recording the results of these inspections.

3.04 DELIVERY TO PROJECT REPRESENTATIVE

A. As-Built drawings will be used to verify and document progress as stated in progress payment request per Section 01 32 16. Work not included in the As-Built drawings is not documented as performed and will not be included for payment in progress payment requests.

B. Prior to request for notice for substantial completion of any area or system on the project, transmit document including Contract title, date, Contractor's name and address, index with title and number of each record document, statement indicating completion of record information for specific areas or, if for project close-out, that the documentation is completed and in compliance with Contract requirements attested by the signature of the Contractor or the Contractor's authorized representative.

3.05 RECORD DOCUMENTS PAYMENT

A. Two percent of the awarded Contract Price shall be assigned for preparation and submittal of As-built documents. A maximum of one percent of the awarded Contact Price shall be progressed if the As-Built and information is up to date. The remaining one percent of the awarded Contract Price shall be retained and progressed only after all required documents are submitted to the Project Representative and are determined to be accurate and complete.

END OF SECTION

SECTION 02 26 00

HAZARDOUS MATERIAL ASSESSMENT

PART 1 GENERAL

1.01 SUMMARY

A. This Section provides information pursuant to 29 CFR 1926.1101, WAC 296-62-077, WAC 296-65, WAC 296-155-176 and to all other applicable requirements concerning working on, working around and reporting on asbestos and lead containing materials.

B. The information in this Section is based on the results of a good faith review of the Contract Work requirements and a site inspection of the proposed work areas to determine the presence of asbestos or lead containing materials. This review and inspection were performed by King County's AHERA Certified Building Inspector in strict accordance with 29 CFR 1926, WAC 296-62-077, WAC 296-65, WAC 296-155-176, and with the accepted principles and protocol mandated by AHERA.

C. The reports are of investigations of piping, painted surfaces, building and structural materials. The reports do not apply to lead or asbestos which may be found in soils, vegetation or other environments.

D. Notify all employees and subcontractors who are on site or perform work subject to this Section of the contents of this Section.

1.02 QUALITY ASSURANCE

A. Referenced Standards: This Section incorporates by reference the latest revisions of the following documents. They are part of this Section insofar as specified and modified herein. In case of conflict between the requirements of this Section and those of the listed documents, the requirements of this Section shall prevail.

Reference	Title
AHERA	Federal) Asbestos Hazard Emergency Response Act
29 CFR 1926.1101	Safety and Health Regulations for Construction: Asbestos
WAC 296-62-077	Occupational Health Standards: Asbestos, Tremolite, Anthrophyllite and Actinolite
Chapter 296-65 WAC	WISHA Asbestos Standards
WAC 296-155-176	Safety Standards for Construction Work - Lead

1.03 ASBESTOS INSPECTION

A. The County's Inspection has determined to the best of its ability that the proposed construction areas under this Contract and the materials therein, do not contain asbestos.

B. A copy of the report documenting the review and inspection and the findings is located at the end of this Section.

1.04 LEAD INSPECTION

A. The County's Inspection has determined to the best of its ability that the proposed construction areas, under this Contract and the materials therein, do not contain lead based paint.

B. A copy of the report documenting the review and inspection and the findings is included at the end of this Section.

1.05 CONTRACTOR'S RESPONSIBILITIES

A. Should suspect material not identified in this Section be encountered, immediately suspend all work that could disturb said material and notify the Project Representative who will implement the proper action. Do not proceed with work that could disturb the material until authorized by the Project Representative, in writing, to do so.

B. Take the necessary precautions for compliance with Local, State and Federal regulations.

C. When regulated substances are present, submit an abatement and disposal plan for review and approval by the Project Representative.

D. Comply with Section 01 35 29.

E. Fully inform workers of the presence of hazardous materials.

1.06 COUNTY'S RESPONSIBILITIES

A. Upon notification by the Contractor of the existence of suspect material not identified in this Section, the Project Representative will have said material inspected and analyzed for the presence of asbestos or lead, as required.

B. If the results of the inspection and analysis confirm the presence of asbestos in the suspect material, the County will take the necessary actions for compliance with 29 CFR 1926.1101 and WAC 296-62-077. After compliance is obtained, the Project Representative will notify the Contractor in writing so that work suspended can proceed.

C. If the results of the inspection and analysis confirm the presence of lead in the suspect material, the County will take the necessary actions for compliance with WAC 296-155-176. After compliance is obtained, the Project Representative will notify the Contractor in writing so that work under this Contract can proceed.

D. If the results of the inspection and analysis confirm the presence of other dangerous, hazardous or regulated substances in the suspect material, the County will take the necessary actions for compliance with State and Federal regulations. After compliance is obtained, the Project Representative will notify the Contractor in writing so that work under this Contract can proceed.

E. If the results of the inspection and analysis confirm that the suspect material is free of asbestos, lead, or other regulated substances, the Project Representative will notify the Contractor in writing so that work suspended can proceed.

PART 2 PRODUCTS

2.01 NOT USED.

PART 3 EXECUTION

3.01 HEALTH AND SAFETY

A. Comply with Section 01 35 29.

3.02 PART 4 INSPECTION REPORTS

3.03 NOT USED

3.04 NOT USED

END OF SECTION

King County

Wastewater Treatment Division
KSC-NR-0509
201 S. Jackson St.
Seattle, WA. 98104-3855

March 4, 2019

TO: Rowena Johnson

FROM: Darrell Myers

SUBJECT: Inspection Report: Asbestos and Lead
STP ORT Carbon Replacement
C01355C19

This project has been reviewed by Darrell Myers, AHERA Building Inspector Certificate #170802, (expires December 19, 2019). A good faith review of the drawings and site visit have indicated no asbestos or lead based paint.

SECTION 05 05 19

POST-INSTALLED CONCRETE ANCHORS

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies post-installed anchorage to concrete, complete with washers and nuts.

B. Post-installed concrete anchorage systems required to secure the various parts together and provide a complete installation are generally indicated on the Drawings. Where the anchorage design is absent, or insufficiently detailed to complete the installation, provide the anchorage design and submit for approval.

C. The tabulation of items herein is not intended to be all inclusive, and it shall be the Contractor's responsibility to provide all metalwork and castings shown, specified, or which can reasonably be inferred as necessary to complete the project.

1.02 REFERENCED STANDARDS

A. This Section incorporates by reference the latest revisions of the embedded standard referenced herein. In case of conflict between the requirements of this Section and those of a listed document, the requirements of this Section shall prevail.

Reference	Title
ASTM C881	Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
ASTM C882	Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete By Slant Shear
ASTM D648	Standard Test Method for Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position
ASTM D695	Standard Test Method for Compressive Properties of Rigid Plastics
ASTM A194	Standard Specification for Carbon Steel, Alloy Steel, Stainless Steel Nuts for Bolts for High Pressure and High Temperature Service, or Both
ASTM F593	Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs
ASTM F594	Standard Specification for Stainless Steel Nuts
SSPC SP-1	Solvent Cleaning
SSPC SP-2	Hand Tool Cleaning
SSPC SP-3	Power Tool Cleaning
AC 193	Acceptance Criteria for Mechanical Anchors in Concrete Elements
AC 308	Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete Elements
ACI 355.2	Qualification of Post-Installed Mechanical Anchors in Concrete and Commentary
ACI 355.4	Qualification of Post-Installed Adhesive Anchors in Concrete and Commentary
IBC	International Building Code, Current Edition

1.03 SUBMITTALS

A. Procedures: Section 01 33 00.

B. Manufacturer's product data.

C. Manufacturer's information showing the recommended installation equipment and procedures for the following:
   1. Mechanical anchors (expansion, undercut, screw etc.).

2. Adhesive anchors.

PART 2 PRODUCTS

2.01 MATERIALS

A. Unless otherwise specified, materials shall conform to the following:
   1. Anchor bolts and anchor rods:
      a. Stainless steel: ASTM F593 Alloy Group 2 (AISI 316), Condition CW1 or CW2 as appropriate.
   2. Threaded rod:
      a. Stainless steel: ASTM F593 Alloy Group 2 (AISI 316), Condition CW1 or CW2 as appropriate.
   3. Nuts: (Heavy Hex)
      a. Stainless steel: ASTM F594 Alloy Group 2 (AISI 316), Condition CW1 or CW2 as appropriate.
   4. Washers:
      a. Stainless steel: ASTM A194 Type 316, factory coated with “Dacromet 320” corrosion resistant coating.

B. Fasteners: all components of mating fasteners, bolts, nuts and washers, of the same material and coated by the same process.

2.02 CONCRETE ANCHORS

A. Mechanical anchors:
   1. Mechanical anchors shall have an ICC Evaluation Service Report (ESR) indicating compliance with the requirements of IBC for use in cracked and uncracked concrete for the anchor type and concrete strength conditions for which the anchor will be used. The ESR shall indicate IBC compliance for use under seismic loading conditions. The basis of the ESR shall be Acceptance Criteria for Mechanical Anchors in Concrete Elements (AC193)
   2. Acceptable Manufacturers
      a. Simpson Strong-Tie Company, Inc., “STRONG-BOLT 2” (expansion), and Torq-Cut (undercut)
      b. Hilti, Inc., Kwik-Bolt KB-TZ (expansion), and HAD (undercut)
      c. Powers Fasteners, Inc., “Power-Stud+ SD6” stainless steel anchors (expansion), and Atomic+Undercut
      d. Approved Equal

B. Adhesive Anchors:
   1. Adhesive anchors shall have an ICC Evaluation Service Report (ESR) indicating compliance with the requirements of IBC for use in cracked and uncracked concrete for the anchor type and concrete strength conditions for which the anchor will be used. The basis of the ESR shall be Post-Installed Adhesive Anchors in Concrete Elements (AC308)
   2. Do not use where fire or elevated temperatures exceeding 150 degrees F can occur, unless specifically shown otherwise.
   3. Adhesive anchors installed horizontally or upwardly inclined shall be qualified in accordance with ACI 355.4 requirements for sensitivity to installation direction.
   4. Epoxy Adhesive:
      a. Meet ASTM C881, Type 1, Grade 3, Class A, B, or C.
      b. Two-component, 100 percent solids, non-sag, paste, insensitive to moisture, designed to be used in adverse freeze/thaw environments, and gray in color. Cure Temperature, Pot Life, and Workability: Compatible for intended use and environmental conditions.
   5. Mixed Epoxy Adhesive: Non-sag paste consistency holding the following properties:
      a. Slant Shear Strength, ASTM C881 and ASTM C882, No Failure in Bond Line, Dry/Moist Conditions: 5,000 psi.
      b. Compressive Strength, ASTM D695: 14,000 psi minimum.
      c. Tensile Strength, ASTM D695: 4,500 psi.
      d. Heat Deflection Temperature, ASTM D648: 135 degrees F, minimum.
   6. Epoxy Adhesive Packaging:
      a. Disposable, self-contained cartridge system capable of dispensing both epoxy components in the proper mixing ratio and fit into a manually or pneumatically operated caulking gun.

b. Dispense components through a mixing nozzle that thoroughly mixes components and places epoxy at base of predrilled hole.
c. Mixing Nozzles: Disposable, manufactured in several sizes to accommodate sizes of anchor rods.
d. Cartridge Markings: Include manufacturer's name, batch number, mix ratio by volume, product expiration date, ANSI hazard classification, and appropriate ANSI handling precautions.

7. Storage of Epoxy adhesive:
   a. Store epoxy cartridges on pallets or shelving in a covered storage area.
   b. Control temperature above 60 degrees F and dispose of cartridges if shelf life has expired. If stored at temperatures below 60 degrees F, test adhesive prior to use to determine if adhesive meets specified requirements.
8. Acceptable manufacturers:
   a. Simpson Strong Tie, “Set-XP”
   b. Hilti, "HIT-RE 500 V3”
   c. Powers Fasteners, Inc., "PE1000+"
   d. Approved Equal

C. Post-installed anchors shall be qualified for earthquake loading in accordance with ACI 355.2 or ACI 355.4.

2.03 STAINLESS STEEL FASTENER LUBRICANT (ANTI-SEIZING)

A. Where stainless steel nuts and threaded fasteners are used, apply anti-seizing lubricant to the threads prior to making up the connections. Lubricant shall be manufactured and labeled for use with stainless steel and shall contain substantial amounts of molybdenum disulfide, graphite, mica, talc, or copper.

PART 3 EXECUTION

3.01 GENERAL

A. Install per manufacturer's recommendations.

B. All machinery or equipment with moving parts and all structural steel shall be anchored using adhesive or cast-in anchor bolts.

C. Cutting and welding: not permitted.

D. Protect dissimilar metals from galvanic corrosion by means of pressure tapes, coatings, or isolators.

E. Provide beveled washers where mating surface is not square with the anchor bolt.

3.02 ANCHOR INSTALLATION

A. Install in strict conformance with manufacturer's written instructions.

B. Use manufacturer's recommended drills and equipment.

C. Unless otherwise specified, embedded length shall not include housekeeping pads or fill grout.

D. Adhesive anchors shall not be installed when the temperature of the concrete is below 35 degrees F or above 110 degrees F.

E. Installation of adhesive anchors horizontally or upwardly inclined to support sustained tension loads shall be performed by personnel certified by an applicable certification program.

F. Furnish manufacturer's representative, for each type of concrete anchor used, to the jobsite to conduct jobsite training for proper installation, handling, and storage of each anchor system for personnel as required. Notify Project Representative of training session schedule.

END OF SECTION

SECTION 05 50 00

METAL FABRICATIONS

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies fabricated stainless steel metal items.

1.02 REFERENCED STANDARDS

A. This Section incorporates by reference the latest revisions of the embedded standard referenced herein. In case of conflict between the requirements of this Section and those of a listed document, the requirements of this Section shall prevail.

Reference	Title
NAAMM MBG 531-00	Metal Bar Grating Manual
ASTM A193	Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service
ASTM A194	Carbon and Alloy Steel Nuts for Bolts for High-Pressure and High-Temperature Service, or Both
ASTM A240	Heat-Resisting Chromium-Nickel Stainless Steel Plate, Sheet and Strip for Pressure Vessels
ASTM A312	Seamless and Welded Austenitic Stainless steel Pipes
ASTM A320	Alloy Steel Bolting Materials for Low Temperature Service
ASTM F593	Stainless Steel Bolts, Hex Cap Screws, and Studs
AWS D1.6	Stainless Steel, Structural Welding Code of the American Welding Society
SSPS SP-5	White Metal Blast Cleaning

1.03 SUBMITTALS

A. Procedures: Section 01 33 00.

B. Manufacturer's product data showing conformance to the specifications.

C. Detailed shop drawings.

D. Welding/welding operator ASME Section IX and WABO certificates and qualifications for the work being performed.

E. Welding procedures.

1.04 QUALITY ASSURANCE

A. Shop and field welding shall conform to the requirements of:
   1. Stainless Steel: AWS D1.6.

B. The use of salvaged, reprocessed or scrap materials will not be permitted.

C. All welding: by: ASME Section IX or WABO certified welders.

D. Observation of Work: The Project Representative shall have access to any fabrication site or shop for the purpose of observing fabrication of items, structures, equipment, piping, electrical and other components which will be used in or incorporated in the work.

PART 2 PRODUCTS

2.01 MATERIALS

A. Stainless Steel:
   1. Sheets and plates: ASTM A240, Type 316 or 316L
   2. Shapes, bars, and similar items: ASTM A479, Type 316 or 316L
   3. Pipe: ASTM A312, Type 316 or 316L
   4. Headed Anchor Studs: ASTM A193 or A320, Type 316

B. Welding Materials: E316 or E308Mo Electrode for Stainless steel,

2.02 ANCHORAGE

A. Anchorage to concrete: in accordance with Section 05 05 19.

2.03 FASTENERS

A. Fastener materials:
   1. Bolts: ASTM F593, Type 316, Condition CW
   2. Nuts: ASTM A194, Type 316
   3. Washers: Type 316

B. Thread lubricant for stainless steel fasteners: where stainless steel bolts and threaded fasteners are used, apply anti-seizing lubricant to the threads prior to making up the connections. Lubricant: manufactured and labeled for use with stainless steel and shall contain substantial amounts of molybdenum disulfide, graphite, mica, talc or copper.

2.04 FINISH [NOT USED]

PART 3 EXECUTION

3.01 FABRICATION

A. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt-tight, flush, and hairline. Remove all burrs and weld splatter. Ease exposed edges to small uniform radius.

B. Punch holes 1/16-inch larger than the nominal size of the bolts, unless otherwise indicated. Whenever needed because of the thickness of the metal, subpunch and ream or drill holes.

3.02 INSTALLATION

A. Install items plumb, level and square, accurately fitted, and free from distortion or defects.

B. Allow for erection loads and provide temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.

C. Drilling of bolts or enlargement of holes to correct misalignment will not be allowed.

END OF SECTION

SECTION 44 31 16

ACTIVATED CARBON REPLACEMENT

PART 1 GENERAL

1.01 SUMMARY

A. This section specifies County-supplied granular activated carbon (AC) for odor reduction.
   1. This section also specifies carbon support mesh to be installed over the fiberglass grating of each bed (Contractor-provided).

B. County-supplied carbon is virgin, non-impregnated, high surface area, granular type, specifically manufactured to absorb vapor phase organic and malodorous compounds of the type typically generated from municipal wastewater.
   1. Carbon shall be supplied in 1100 lbs super sacks, each approximately 3 ft x 3 ft x 3 ft.

1.02 REFERENCED STANDARDS

A. This Section incorporates by reference the latest revisions of the embedded standard referenced herein. In case of conflict between the requirements of this Section and those of a listed document, the requirements of this Section shall prevail.

Reference	Title
ASTM D2854	Standard Test Method for Apparent Density of Activated Carbon
ASTM D2862	Standard Test Method for Particle Size Distribution of Granular Activated Carbon
ASTM D2867	Standard Test Methods for Moisture in Activated Carbon
ASTM D3467	Standard Test Method for Carbon Tetrachloride Activity of Activated Carbon
ASTM D3802	Standard Test Method for Ball-Pan Hardness of Activated Carbon

1.03 SYSTEM DESCRIPTION

A. County Supplied Activated Carbon:
   1. Activated carbon supplied is vapor phase coconut shell carbon specifically designed for use in odor control and vapor phase applications. The carbon maintains a high pore volume that allows for high adsorption capacity. Supplied activated carbon will be used to treat foul air from the DAFT system that contains concentrations of hydrogen sulfide as well as other malodorous compounds of municipal sewage origin such as ammonia, organic sulfides, indoles, skatoles, aldehydes, and mercaptans.

   2. Supplied activated carbon meets the following requirements:

Substrate	Bituminous
Coal or coconut shell particle size (U.S. Sieve)	4x8
Mean particle diameter, millimeters (per ASTM D2862)	3.4-3.8
CCl4 number percent by weight minimum (per ASTM D3467)	60
Hardness number minimum (per ASTM D3802)	95
Maximum moisture content percent by weight (per ASTM D2867)	2
Apparent density, minimum gms/cc (per ASTM D2854)	0.45-0.52

B. Carbon Bed Design Parameters:

Parameter	Value
Bed dimensions, ft	8 ft W x 12 ft L
Bed thickness, ft	3
Number of carbon beds	8
Bed volume, ft^3/bed	288
Total bed volume, ft^3	2,304
Weight of carbon per bed, lbs/bed	9,250
Total weight of carbon, lbs	74,000
Quantity of super sacks required, sacks	70

1.04 SUBMITTALS

A. Procedures: Section 01 33 00.

B. Provide the following submittals:
1. A general description of the proposed procedure for the removal of existing spent carbon and the installation of new activated carbon. The description shall include:
   a. Specialized equipment that may be required for the removal and installation of carbon.
      1) Include equipment data, photos, etc.
   b. Description of temporary access (scaffolding, mechanical lifts, etc.) methods used to access the ports on the ORT.
2. Planned method of dust control if proposed method used generates dust.
3. Product literature of carbon support mesh.

1.05 QUALITY ASSURANCE

A. Not Used.

1.06 ACTIVATED CARBON DELIVERY, PROTECTION, AND STORAGE

A. Activated carbon will be transported by the County from Brightwater Treatment Plant to the Contractor Staging area shown on the Treatment Plant Site Plan. Carbon will be contained in super sacks stored on wooden pallets and shall not be removed from the pallets until time for installation. The Contractor shall provide no less than 7 days' notice to the Project Representative if more carbon is required and detail how much additional carbon will be required.

B. During the interval between the delivery of carbon to the site and installation, all carbon shall be stored in a manner such that it is protected from damage. Carbon super sacks delivered to the designated location at the project site shall be stored outside and covered with tarp until time for installation.

C. Activated carbon shall be transported, handled, and installed in ways that will prevent damage to the super sacks and the carbon therein.

PART 2 PRODUCTS

2.01 MANUFACTURERS

D. Carbon Support Mesh
1. Acceptable manufacturers:
   a. Sefar Propyltex
   b. Approved Equal.

2.02 MATERIALS

A. Carbon Support Mesh Requirements:
   1. Support mesh material shall be polypropylene and have sufficient strength to hold carbon without tearing.
   2. Mesh opening shall be 2000 micron.
   3. Mesh thickness shall be no less than 1300 micron.
   4. The open area of the mesh shall be no less than 50%. The weight of the mesh shall be 9.2 oz/yd^2.

PART 3 EXECUTION

3.01 CARBON REMOVAL

A. See Section 01 11 00 1.02 for requirements to take one half of the DAFT Carbon ORT out of service at a time for carbon removal and replacement.

B. See Section 01 74 19 for required procedures for the disposal of the spent activated carbon.
   1. All facilities for the collection of spent carbon, screen mesh, and other debris shall be in place prior to initiating carbon removal.

3.02 COUNTY STRUCTURAL INSPECTION

A. Provide the County inspector access to the empty beds to inspect the condition of the fiberglass beams and grating that support the carbon beds. Provide lighting and ventilation of the bed areas during the inspection (See Section 01 14 00, Work Restrictions).

3.03 CARBON SUPPORT MESH INSTALLATION

A. Install the threaded rod anchors for the carbon support mesh sealing angles (See Section 44 31 20 for details).
   1. Install the carbon support mesh over the existing FRP grating per the manufacturer's instructions, and as shown in the Drawings.
      a. Provide a minimum 1-inch overlap at joints.
      b. Mechanically fasten the joint with plastic zip-ties, or other approved method on one-foot centers, minimum.
      c. Cut holes in the carbon support mesh along the perimeter to fit the mesh over the threaded rod anchors and hold the mesh in place while the sealing angles are installed.

3.04 INSTALL BED LIMITERS

A. Install the bed limiters above Beds 1 and 3 (See Section 44 31 20 for details). The bed limiters are to be installed prior to the installation of the new carbon media.

3.05 CARBON INSTALLATION

A. The carbon shall be installed evenly over the entire area of the bed. Each bed shall be loosely packed to provide adequate air flow. The packed bed shall contain no void pockets including bed areas around the sampling probes, sample ports, grounding rods, sampling points, below the bed limiters, and near the walls of the carbon bed structure. Each bed shall have a smooth surface with uniform bed height throughout.

3.06 FIELD QUALITY CONTROL

A. The Contractor shall not begin to fill an empty bed with new activated carbon until the installation of the carbon support mesh on the existing fiberglass grating has been inspected and the Project Representative has authorized the installation of the new carbon.

B. The method of installing the new activated carbon is not to disturb the placement of the carbon support mesh.

C. The supply or exhaust air openings above the carbon beds shall be temporarily blocked to prevent new carbon from exiting the bed via these openings.
   1. The Contractor shall be responsible for removing any carbon that exits the bed and falls into the supply or exhaust plenums.

D. Carbon, including carbon dust, shall not be allowed to spill out of the carbon bed access port during the filling of the bed.
   1. The Contractor shall collect and dispose of all carbon that falls to the ground and not allow the carbon to be blown by the wind, or otherwise exposed to the environment.

3.07 COMMISSIONING [NOT USED]

END OF SECTION

SECTION 44 31 20

CARBON BED IMPROVEMENTS

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies improvements for improving the performance of the carbon beds, including bed limiters and sealing angles for the carbon support mesh.
   1. Bed limiters prevent the movement of activated carbon on the surface of the carbon beds in the DAFT Carbon Odor Reduction Treatment facility (Carbon ORT) due to high velocity airflow over the bed.
      a. Bed limiters are to be installed above the lowest bed (Bed #1) and the third highest bed (Bed #3).
   2. Sealing angles for the carbon support mesh are to be installed in all the carbon beds, to hold the carbon support mesh in place, and prevent odorous air from short circuiting between the wall and the carbon support mesh.

1.02 SUBMITTALS

A. Procedures: Section 01 33 00.

B. Provide the following for the bed limiter:
   1. Dimensioned drawings of assembled bed limiter, per the layout shown in the Contract Drawings.
      a. Confirm that the panel length(s) shown in the submittal have been field-verified.
   2. Cross sections and details of the fixed bed limiter panels, as well the hinged bed limiter access panels.
   3. Provide details of the following:
      a. Hinges and handles
      b. Wedge wire screen/panel frame details.
      c. Supports for the bed limiter panels, including anchor bolt details.
   4. Drawings shall clearly indicate that the bed limiter panels can pass through the 24-inch diameter access port on the side of the Carbon ORT structure, and be fully installed inside the carbon bed.
   5. Any other manufacturer's catalog and/or other data confirming conformance to specified design and material requirements.

C. Provide the following for the sealing angle:
   1. Dimensions and mounting details of the sealing angle

1.03 OPERATING CONDITIONS

A. Bed limiter components shall be designed and selected for continuous exposure to corrosive gasses generated from the treatment and conveyance of municipal wastewater.

B. Temperatures are expected to vary between 40 degrees and 95 degrees.

PART 2 PRODUCTS

2.01 GENERAL

A. Acceptable Manufacturers:
   1. AMACS
   2. Koch-Glitsch.
   3. Approved Equal.

2.02 DESIGN

A. Bed Limiter:
   1. Confirm Panel Length:
      a. The Record Drawings for the existing DAFT Carbon ORT show that the width of the carbon beds are 8'-0". This dimension has not been field verified.
      b. Prior to releasing the bed limiters for fabrication, the Contractor shall perform a field inspection to confirm the desired length of the bed limiters to fit into the existing carbon beds.
         1) The Contractor shall coordinate the field visit with the Project Representative.
         2) The Contractor is responsible for providing a boom lift to access the maintenance ports located on the side of the Carbon ORT, as shown in the Contract Drawings.
         3) The gaps between the existing walls of the Carbon ORT and the ends of the bed limiter shall not be less than ¼", nor more than ¾".
   2. General Design Requirements:
      a. All bed limiter components and panels shall be sized to fit through the 24-inch ID maintenance ports located on the side of the Carbon ORT as shown in the Contract Drawings.
      b. The top of the bed limiter is to be one-inch below the bottom of the air inlet opening to the bed.
      c. The maximum deflection of the bed limiter shall be L/360, assuming a 300 lb concentrated load applied at the center of the assembled bed limiter.
   3. Hinged Panels:
      a. Hinged panels for the Bed Limiter shall be designed to be easily opened and closed with a pole mechanism without the need for personnel to enter the vessel.
      b. Each hinged panel shall have its own handle, located at the mid-point of the panel length.
   4. Wedge Wire Screen:
      a. Screen shall be wedge wire permanently and individually fixed to the bottom of each frame panel.
      b. Wedge wire to be constructed of a series of parallel "V" resistance welded cold drawn wire, welded on perpendicular support rods.
      c. The wedge wire shall be oriented in the long dimension for each bed limiter panel.
      d. Slot width between V-wires is to be a maximum of 4 mm.

B. Sealing Angle for Carbon Support Mesh:
   1. A sealing angle shall be installed along the perimeter of the carbon beds to hold the carbon support mesh in place and to prevent foul air from short-circuiting around the edges of the support mesh (mesh is specified in Section 44 31 16, Activated Carbon Replacement).
   2. Threaded anchor bolts are to be installed in the concrete walls for attaching the sealing angle as shown in the Contract Drawings, and as specified in Section 05 05 19, Post-Installed Concrete Anchors.
   3. Confirm the dimensions of the sealing angle:
      a. The Contract Drawings show the dimensions of the sealing angle based on the Record Drawings for the DAFT Carbon ORT.

b. The Contractor is to field-verfiy the carbon bed dimensions prior to fabricating the sealing angles.
c. The gaps at the corners of the sealing angles shall not exceed ½”

2.03 MATERIALS

A. Bed Limiter:
   1. Wedge Wire Screen: 316 Stainless Steel.
   2. Hinges, handles: 316 Stainless Steel
   3. Support angles: 316 Stainless Steel.
   4. Frame: 316 Stainless Steel.

B. Sealing Angle for Carbon Support Mesh:
   1. 316 Stainless Steel.

C. Threaded anchor rod, and hardware
   1. 316 Stainless Steel
   2. See Sections 05 05 19, Post-Installed Concrete Anchors

PART 3 EXECUTION

3.01 INSTALLATION

A. Following the County structural inspection of the existing Carbon ORT, construct the carbon bed improvements:
   1. Install the stainless steel (SST) threaded anchor bolts around the perimeter of the carbon beds for mounting the SST sealing angles.
   2. Install the SST bed limiters in the lowest and third highest bed (Beds No. 1 and No. 3 respectively).
   3. Install new carbon support mesh over the fiberglass grating of each bed, and install the sealing angle for the carbon support mesh to secure and seal the mesh.

A. Following County inspection of the above work, install the new carbon in the carbon beds per Section 44 31 16.

END OF SECTION

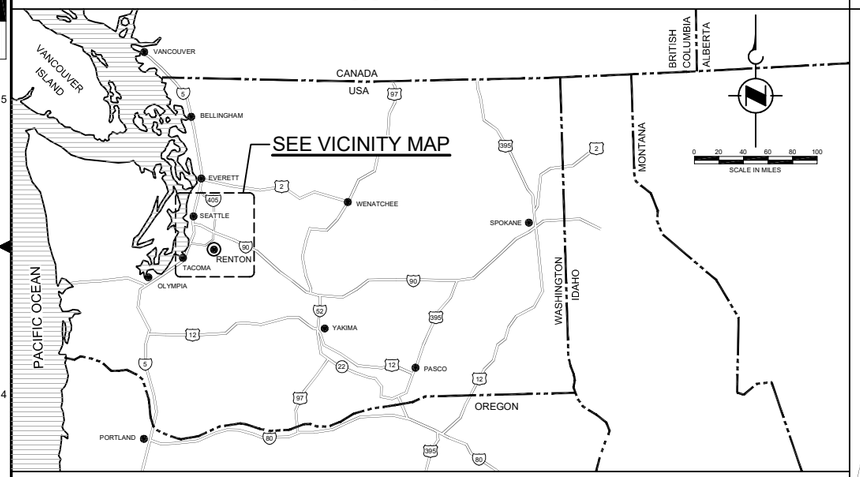
SOUTH TREATMENT PLANT
DAFT CARBON ORT CARBON REPLACEMENT-REBID

CONTRACT NO. C01400C19

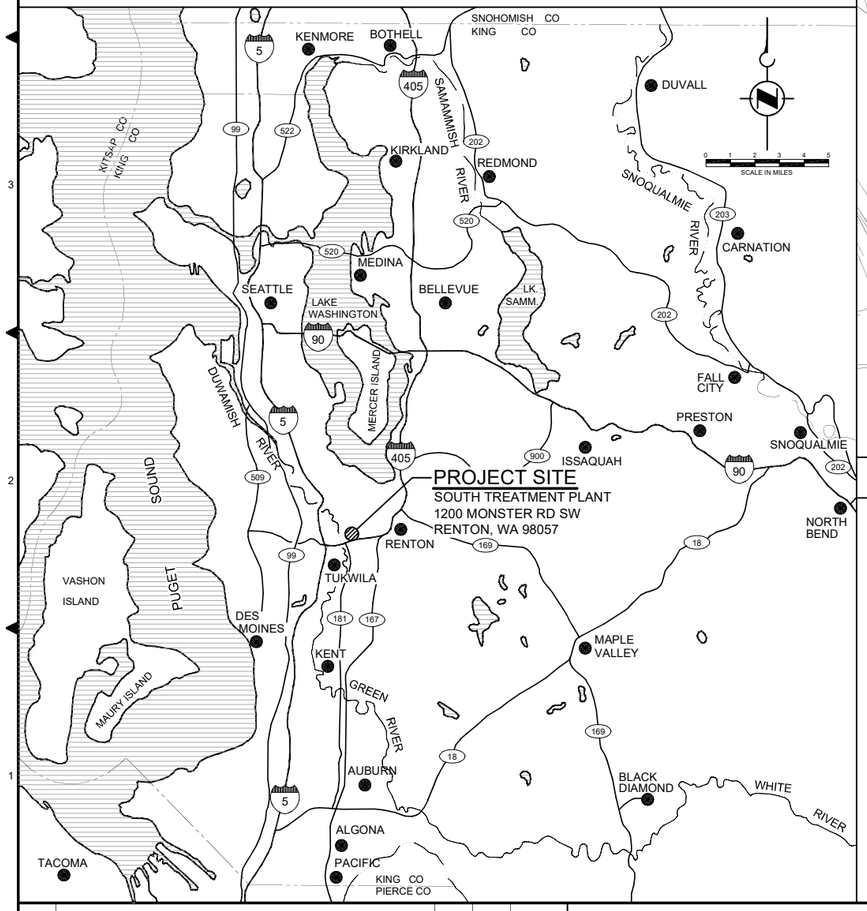
OCTOBER 2019

KING COUNTY
Department of
Natural Resources and Parks
Wastewater Treatment Division

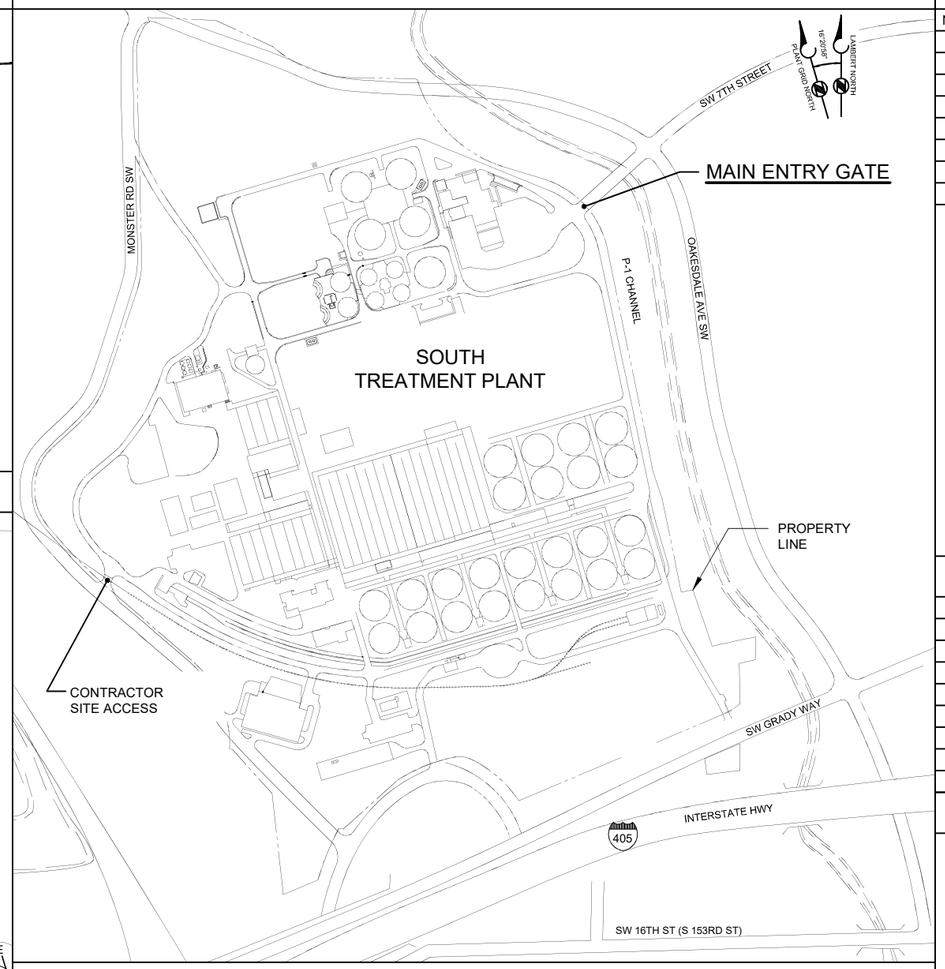
LOCATION MAP



VICINITY MAP



SITE MAP



REFERENCE SYMBOLS

1. SECTION CUTS:
   - 1 / C101 — SECTION NUMBER; DRAWING ON WHICH SECTION APPEARS. "-" INDICATES THE DRAWING IS ON THE SAME SHEET
2. ELEVATIONS:
   - A1 / C101 — ELEVATION NUMBER; DRAWING ON WHICH ELEVATION APPEARS. "-" INDICATES THE DRAWING IS ON THE SAME SHEET
3. DETAILS:
   - 1 / C101 — DETAIL NUMBER; DRAWING ON WHICH DETAIL APPEARS. "-" INDICATES THE DRAWING IS ON THE SAME SHEET
4. VIEW TITLE CROSS REFERENCING:
   - DESCRIPTION / SECTION / SCALE: NTS — 1 / C101 — SECTION, ELEVATION, OR DETAIL NUMBER; DRAWING ON WHICH VIEW WAS TAKEN. "-" INDICATES THE DRAWING IS ON THE SAME SHEET

DRAWING INDEX

NO.	DWG NO.	DRAWING TITLE
-	SP-202G0-COV	COVER
1	SP-202G0-001	LOCATION MAP, VICINITY MAP, AND SITE MAP
2	SP-202G0-002	TREATMENT PLANT SITE PLAN AND SITE DETAIL
3	SP-202G0-003	PHOTO DETAILS
4	SP-202MP1-101	ODOR REDUCTION TOWER STRUCTURAL PLANS
5	SP-202MP1-102	ODOR REDUCTION TOWER ROOF PLAN
6	SP-202MP3-103	TOWER SECTIONS
7	SP-202MP2-104	TOWER ELEVATION AND SECTION

CARBON BED DESIGNATION

DESIGNATION	DESCRIPTION, LOCATION
B1E	BED 1, EAST
B1W	BED 1, WEST
B2E	BED 2, EAST
B2W	BED 2, WEST
B3E	BED 3, EAST
B3W	BED 3, WEST
B4E	BED 4, EAST
B4W	BED 4, WEST

DRAWING NUMBERING

FACILITY NUMBER
FACILITY DESIGNATION
DISCIPLINE DESIGNATOR(S)
SHEET TYPE
SHEET NUMBER

SP-202G0-001

LOCATION CODE
SHEET DESIGNATOR

DISCIPLINE DESIGNATIONS

CODE	DISCIPLINE
G	GENERAL
H	HAZARDOUS MATERIALS
V	SURVEY/MAPPING
B	GEOTECHNICAL
C	CIVIL
L	LANDSCAPING
S	STRUCTURAL
A	ARCHITECTURAL
I	INTERIORS
Q	EQUIPMENT
F	FIRE PROTECTION
P	PLUMBING
D	PROCESS
M	MECHANICAL
E	ELECTRICAL
W	DISTRIBUTED ENERGY
T	TELECOMMUNICATIONS
R	RESOURCE
X	OTHER DISCIPLINES
Z	CONTRACTOR/SHOP DRAWINGS
O	OPERATIONS

SHEET TYPES

CODE	DISCIPLINE
0	GENERAL
1	PLANS
2	ELEVATIONS & PROFILES
3	SECTIONS
4	LARGE-SCALE VIEWS
5	DETAILS
6	SCHEDULES & DIAGRAMS
7	USER DEFINED
8	USER DEFINED
9	3D REPRESENTATIONS

NO	REVISION DESCRIPTION	BY	APVD	DATE
0	INITIAL ISSUE			

Contract # C01400C19

BRUCE R. GRAVETTE — STATE OF WASHINGTON — 23364 — REGISTERED PROFESSIONAL ENGINEER

DESIGNED/DRAWN: B. HOKENSON	CHECKED: K. MARTINEZ
PROJECT ENGINEER: S. WILLIAMS	SCALE: AS NOTED
DESIGN APPROVAL: B. GRAVETTE	PROJECT FILE NO: 18-1134813
PROJECT ACCEPTANCE:	CONTRACT NO: C01400C19

King County

DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION
SOUTH TREATMENT PLANT
DAFT CARBON ORT CARBON REPLACEMENT-REBID

LOCATION MAP, VICINITY MAP, AND SITE MAP

DATE: OCTOBER 2019
DRAWING NO: SP-202 G0-001
SHT NO 1 / TOTAL 7
REV NO: 0

BORDER FILE EDITION: KCWTD-2015R0-Dsize-TB-Border
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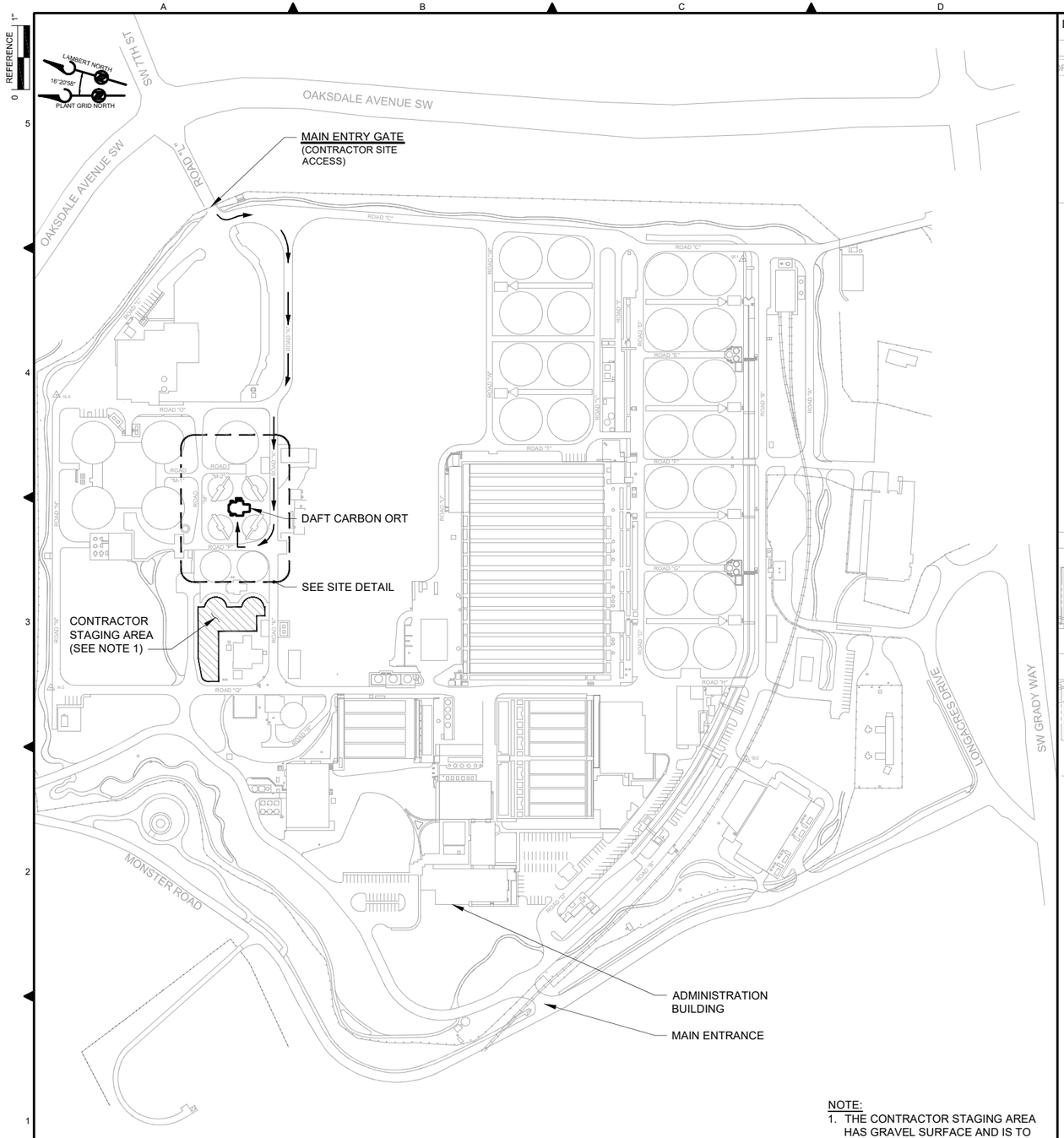
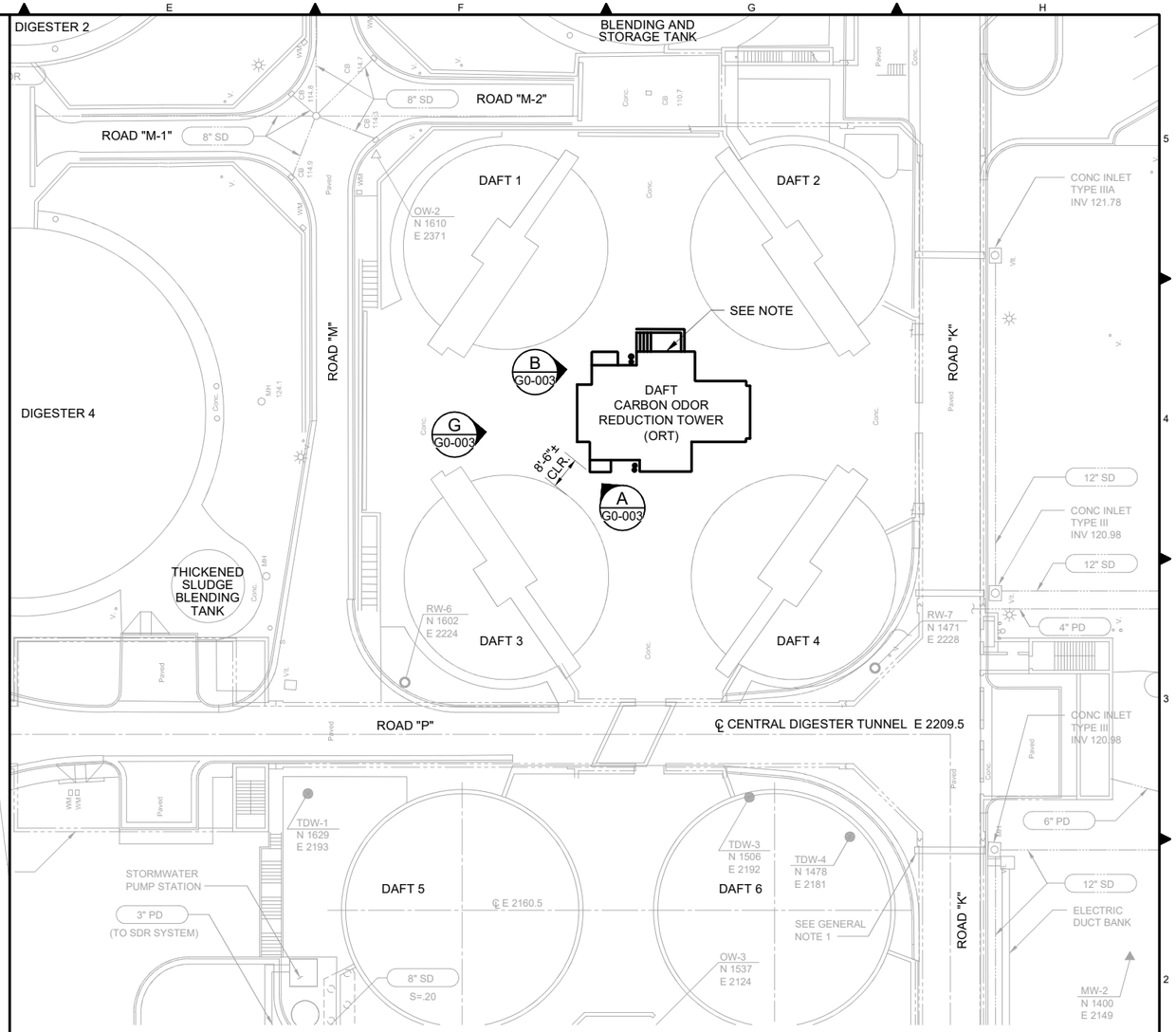


TREATMENT PLANT SITE PLAN

SCALE: 1"=150'-0"

NOTE:
1. THE CONTRACTOR STAGING AREA HAS GRAVEL SURFACE AND IS TO BE USED FOR STORING THE COUNTY PROVIDED ACTIVATED CARBON, OTHER CONSTRUCTION MATERIALS AND EQUIPMENT.



TREATMENT PLANT SITE PLAN

SCALE: 1"=20'-0"

NOTE:
1. CONTRACTOR AUTHORIZED TO USE 115V OUTLETS IN CAROBN TOWER BLOWER ROOM.

NO	REVISION DESCRIPTION	BY	APVD	DATE
0	INITIAL ISSUE			

Contract # C01400C19

DESIGNED/DRAWN: B. HOKENSON	CHECKED: K. MARTINEZ
PROJECT ENGINEER: S. WILLIAMS	SCALE: AS NOTED
DESIGN APPROVAL: B. GRAVETTE	PROJECT FILE NO: 18-1134813
PROJECT ACCEPTANCE:	CONTRACT NO: C01400C19

BALANCE IN GIGA WATER — STATE OF WASHINGTON — 23364 — REGISTERED PROFESSIONAL ENGINEER

King County

DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION
SOUTH TREATMENT PLANT
DAFT CARBON ORT CARBON REPLACEMENT-REBID

TREATMENT PLANT SITE PLAN AND SITE DETAIL

DATE: OCTOBER 2019
DRAWING NO: SP-202 G0-002
SHT NO 2 / TOTAL 7 | REV NO: 0

BORDER FILE EDITION: KCWTD-2015R0-Dsize-TB-Border
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G0-002

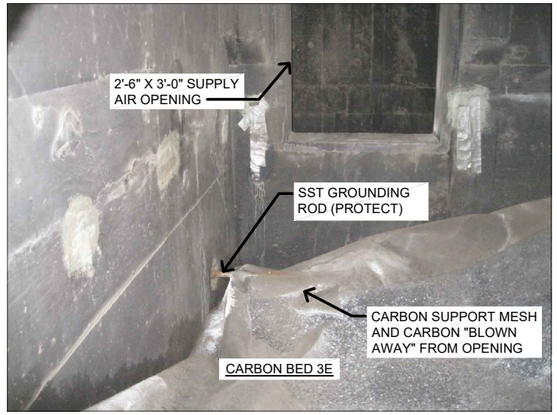

PHOTO D
SCALE: NONE
MP3-103

PHOTO G
SCALE: NONE
G0-002

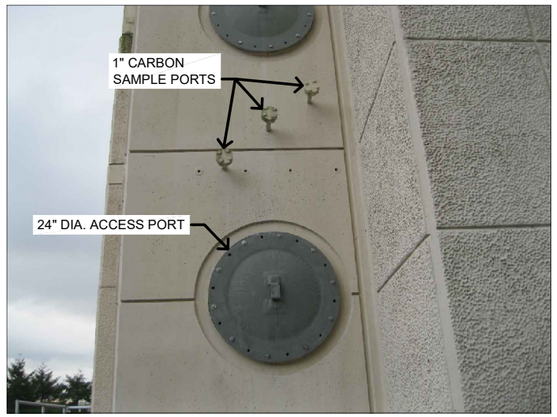

PHOTO B
SCALE: NONE
G0-002,
MP2-104

PHOTO E
SCALE: NONE
MP3-103

PHOTO C
SCALE: NONE
MP3-103

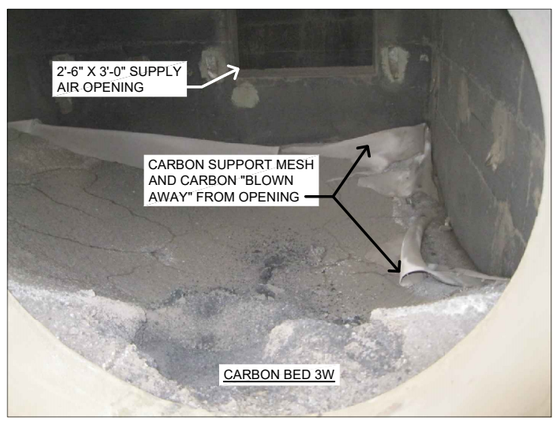

PHOTO F
SCALE: NONE
MP3-103

NO	REVISION DESCRIPTION	BY	APVD	DATE
0	INITIAL ISSUE			

COLOR IMAGE

THIS DRAWING IS COMPOSED USING COLOR IMAGES OR PHOTOGRAPHS AND MUST BE PLOTTED, PRINTED, AND REPRODUCED IN COLOR TO BE VIEWED ACCURATELY.

Contract # C01400C19

BRUCE R. GRAVETTE — STATE OF WASHINGTON — 23364 — REGISTERED PROFESSIONAL ENGINEER

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PROJECT ENGINEER: S. WILLIAMS	SCALE: AS NOTED
DESIGN APPROVAL: B. GRAVETTE	PROJECT FILE NO: 18-1134813
PROJECT ACCEPTANCE:	CONTRACT NO: C01400C19

King County

DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION
SOUTH TREATMENT PLANT
DAFT CARBON ORT CARBON REPLACEMENT-REBID

PHOTO DETAILS

DATE: OCTOBER 2019
DRAWING NO: SP-202 G0-003
SHT NO 3 / TOTAL 7
REV NO: 0

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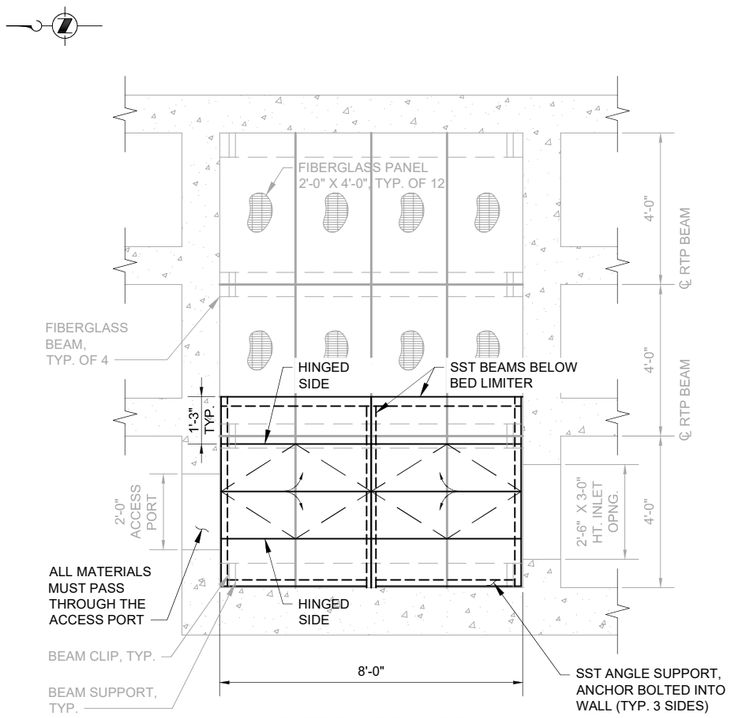
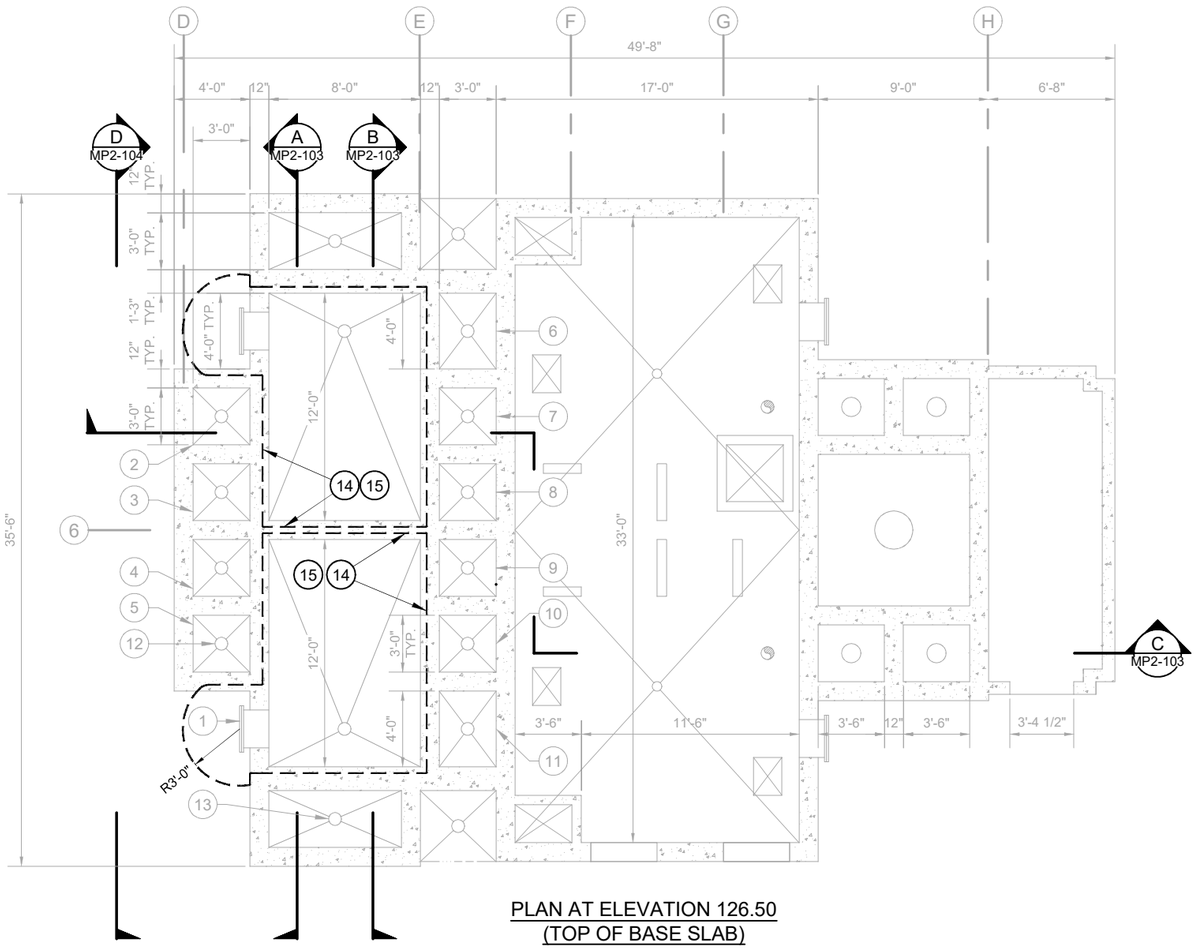


DAFT CARBON ORT
BED LIMITER

DETAIL 1/- SCALE: 1/2"=1'-0"



PLAN AT ELEVATION 126.50
(TOP OF BASE SLAB)

PARTIAL PLAN 2/- SCALE: 1/4"=1'-0"

NOTES:

1. DETAILS OF THE FABRICATION AND INSTALLATION OF THE BED LIMITERS ARE THE RESPONSIBILITY OF THE CONTRACTOR. SEE SECTION 44 31 20

KEY NOTES:

1. 24" DIA. FRP ACCESS PORT, TYP. OF 2. SEE DETAIL U, REFERENCE DRAWING S1017
2. EXHAUST PLENUM, B4E
3. EXHAUST PLENUM, B3E
4. EXHAUST PLENUM, B3W
5. EXHAUST PLENUM, B4W
6. SUPPLY PLENUM, EAST BEDS
7. EXHAUST PLENUM, B2E
8. EXHAUST PLENUM, B1E
9. EXHAUST PLENUM, B1W
10. EXHAUST PLENUM, B2W
11. SUPPLY PLENUM, WEST BEDS
12. 3" CD, TYP. FOR PLENUMS AND FOR CARBON BEDS
13. 4" CD, TYP. OF 2
14. ALL CARBON BED AREAS, AS WELL AS SUPPLY AND EXHAUST PLENUMS ARE NEC CLASS 1, DIV. 2 AREA CLASSIFICATION.
15. ALL AREAS WITHIN THE DAFT CARBON ORT ARE CONFINED SPACE PER WAC 296-809

WF5-84 IIC	S1010	PLANS & SECTIONS
CONTRACT NO.	DRAWING NO.	DRAWING TITLE

ORIGINAL CONTRACT DRAWING INFORMATION

NO	REVISION DESCRIPTION	BY	APVD	DATE
0	INITIAL ISSUE			

Contract # C01400C19

BRUCE R. GRAVETTE — STATE OF WASHINGTON — 23364 — REGISTERED PROFESSIONAL ENGINEER

DESIGNED/DRAWN:	CHECKED:
B. HOKENSON	K. MARTINEZ
PROJECT ENGINEER:	SCALE:
S. WILLIAMS	AS NOTED
DESIGN APPROVAL:	PROJECT FILE NO:
B. GRAVETTE	18-1134813
PROJECT ACCEPTANCE:	CONTRACT NO:
	C01400C19

King County

DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION
SOUTH TREATMENT PLANT
DAFT CARBON ORT CARBON REPLACEMENT-REBID

ODOR REDUCTION TOWER STRUCTURAL PLANS

DATE: OCTOBER 2019
DRAWING NO: SP-202 MP1-101
SHT NO 4 / TOTAL 7 | REV NO: 0

BORDER FILE EDITION: KCWTD-2015R0-Dsize-TB-Border
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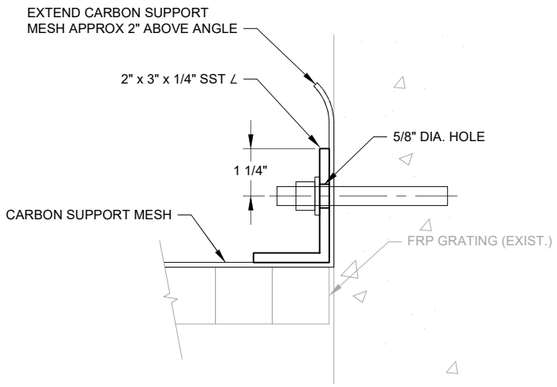
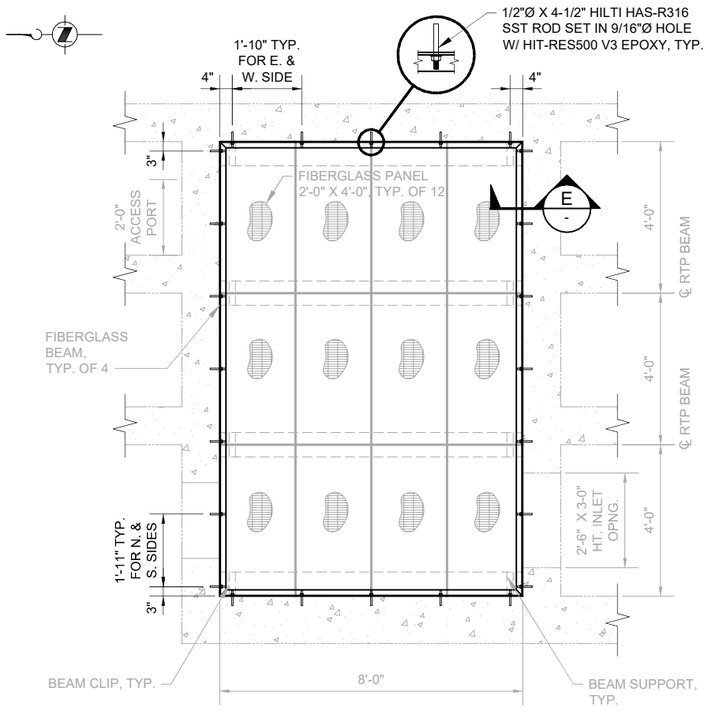
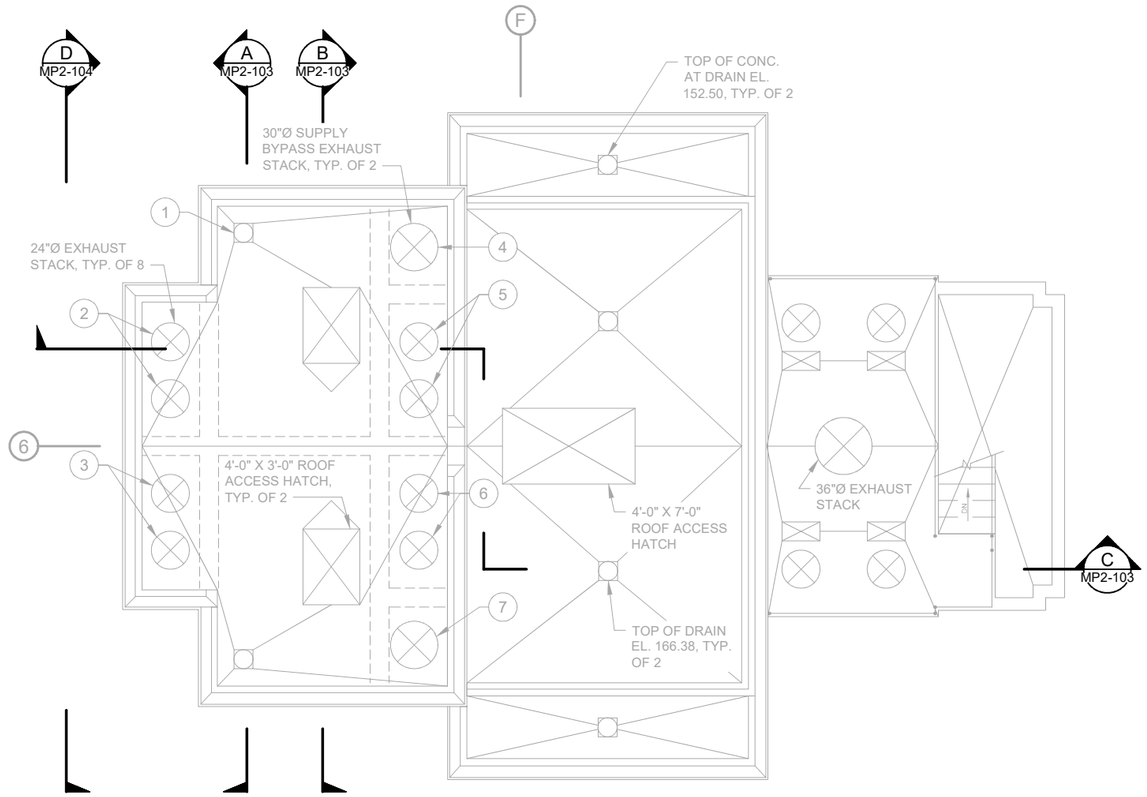


SECTION E
SCALE: 1/2"=1"



DAFT CARBON ORT
CARBON SUPPORT MESH SEALING ANGLES

DETAIL 4
SCALE: 1/2"=1'-0"



ROOF PLAN 3
SCALE: 1/4"=1'-0"

KEY NOTES:

1. 2" ROOF DRAIN, TYP. OF 6
2. EXHAUST STACKS, B3E & B4E
3. EXHAUST STACKS, B3W & B4W
4. SUPPLY PLENUM BYPASS, EAST BEDS
5. EXHAUST STACKS, B1E & B2E
6. EXHAUST STACKS, B1W & B2W
7. SUPPLY PLENUM BYPASS, WEST BEDS

WF5-84 IIC	S1012	ROOF PLAN
CONTRACT NO.	DRAWING NO.	DRAWING TITLE

ORIGINAL CONTRACT DRAWING INFORMATION

NO	REVISION DESCRIPTION	BY	APVD	DATE
0	INITIAL ISSUE			

Contract # C01400C19

BRUCE R. GNATZIG — STATE OF WASHINGTON — 23364 — REGISTERED PROFESSIONAL ENGINEER

DESIGNED/DRAWN: B. HOKENSON	CHECKED: K. MARTINEZ
PROJECT ENGINEER: S. WILLIAMS	SCALE: AS NOTED
DESIGN APPROVAL: B. GRAVETTE	PROJECT FILE NO: 18-1134813
PROJECT ACCEPTANCE:	CONTRACT NO: C01400C19

King County

DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION
SOUTH TREATMENT PLANT
DAFT CARBON ORT CARBON REPLACEMENT-REBID

ODOR REDUCTION TOWER ROOF PLAN

DATE: OCTOBER 2019
DRAWING NO: SP-202 MP1-102
SHT NO 5 / TOTAL 7 | REV NO: 0

BORDER FILE EDITION: KCWTD-2015R0-Dsize-TB-Border
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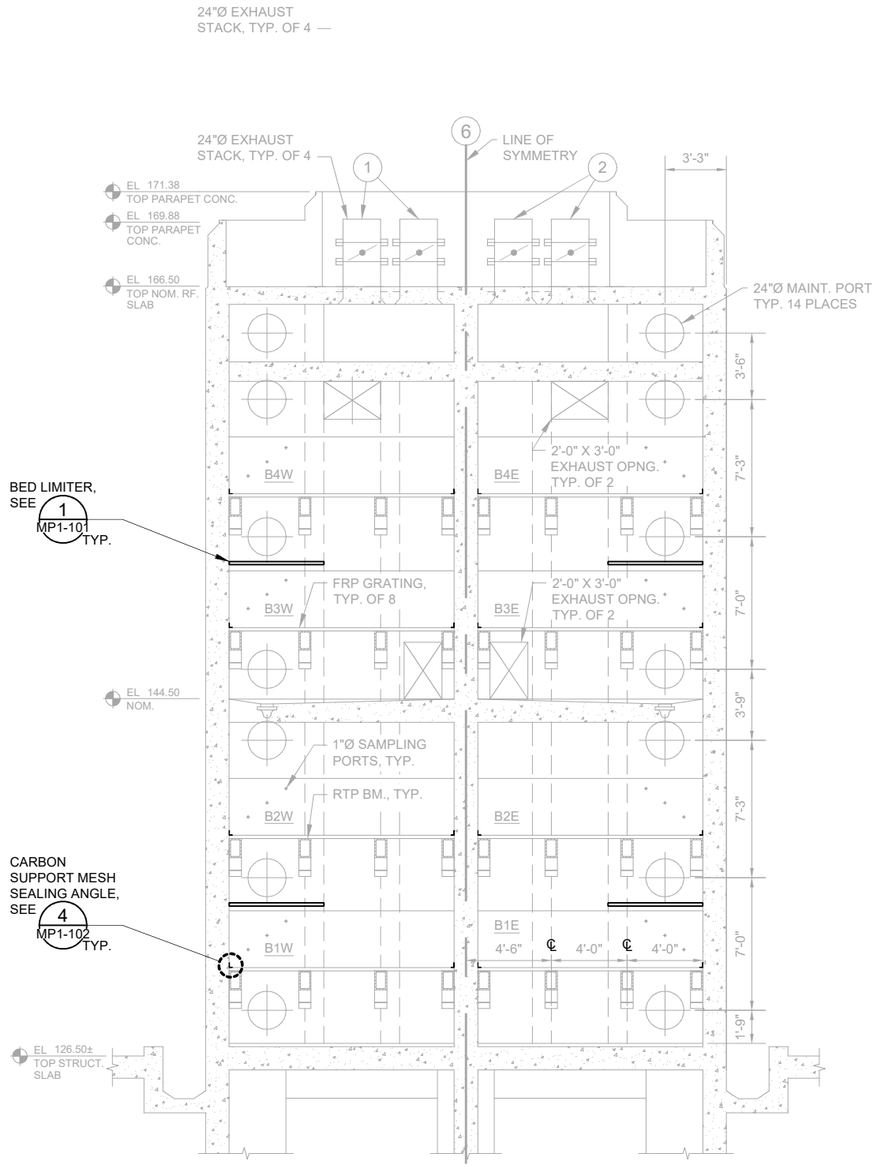
PLOTTED: Oct 07, 2019-12:29:29pm By HokensoB
XREFS: KCWTD-2018R0-Dsize-TB-Border.dwg
IMAGES:

KEY NOTES:

1. EXHAUST STACK, B3W & B4W
2. EXHAUST STACK, B3E & B4E
3. SUPPLY PLENUM BYPASS, EAST BEDS
4. EXHAUST STACK, B1E & B2E
5. EXHAUST STACK, B1W & B2W
6. SUPPLY PLENUM BYPASS, WEST BEDS

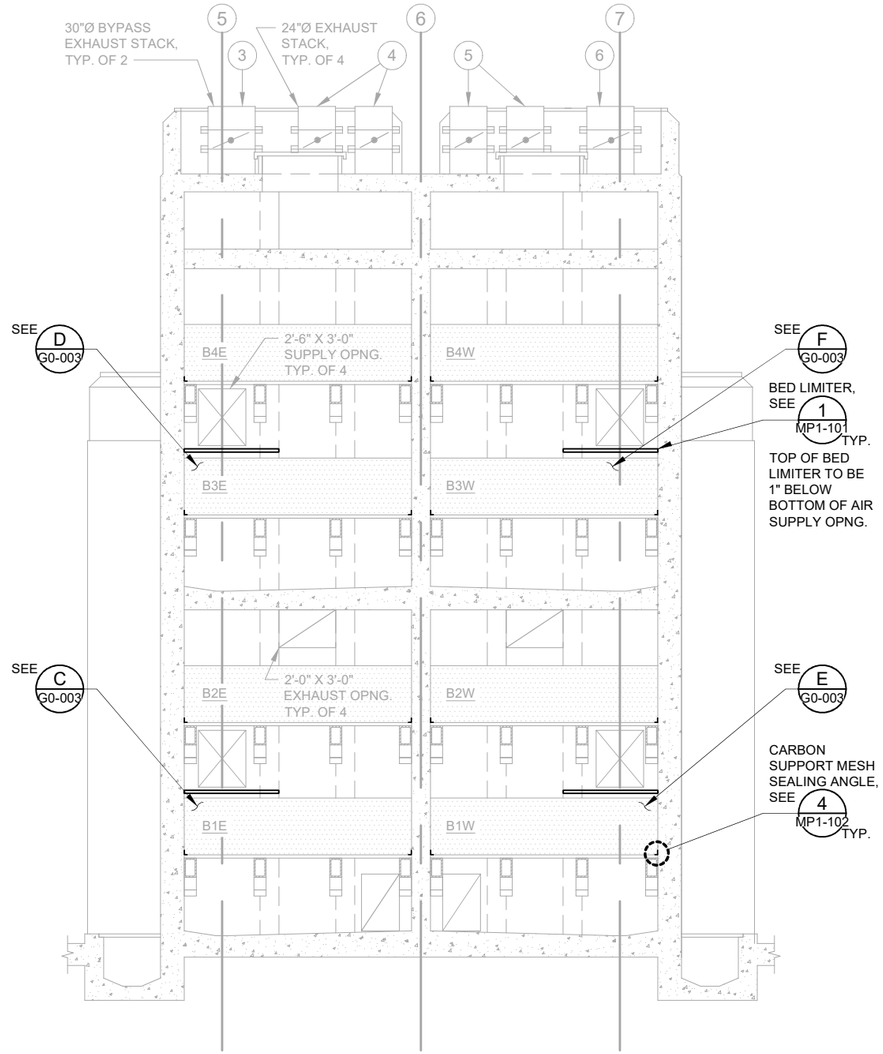
NOTES:

1. FIBERGLASS SUPPORT STRUCTURE SHALL BE INSPECTED FOR DAMAGE PRIOR TO THE INSTALLATION OF POLYPROPYLENE MESH OVER THE EXISTING FRP GRATING.



ODOR REDUCTION TOWER

SECTION A — SCALE: 1/4"=1'-0" — MP1-101,MP1-102



ODOR REDUCTION TOWER NORTH

SECTION B — SCALE: 1/4"=1'-0" — MP1-101,MP1-102

WF5-84 IIC	S1013	PLANS & SECTIONS
W/F44-93	M31031	ODOR REDUCTION TOWERS PLAN & SECTION
CONTRACT NO.	DRAWING NO.	DRAWING TITLE

ORIGINAL CONTRACT DRAWING INFORMATION

NO	REVISION DESCRIPTION	BY	APVD	DATE
0	INITIAL ISSUE			

Contract # C01400C19

BRUCE R. GRAVETTE — STATE OF WASHINGTON — 23364 — REGISTERED PROFESSIONAL ENGINEER

DESIGNED/DRAWN: B. HOKENSON	CHECKED: K. MARTINEZ
PROJECT ENGINEER: S. WILLIAMS	SCALE: AS NOTED
DESIGN APPROVAL: B. GRAVETTE	PROJECT FILE NO: 18-1134813
PROJECT ACCEPTANCE:	CONTRACT NO: C01400C19

King County

DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION
SOUTH TREATMENT PLANT
DAFT CARBON ORT CARBON REPLACEMENT-REBID

ODOR REDUCTION TOWER SECTIONS

DATE: OCTOBER 2019
DRAWING NO: SP-202 MP3-103
SHT NO 6 / TOTAL 7
REV NO: 0

BORDER FILE EDITION: KCWTD-2015R0-Dsize-TB-Border
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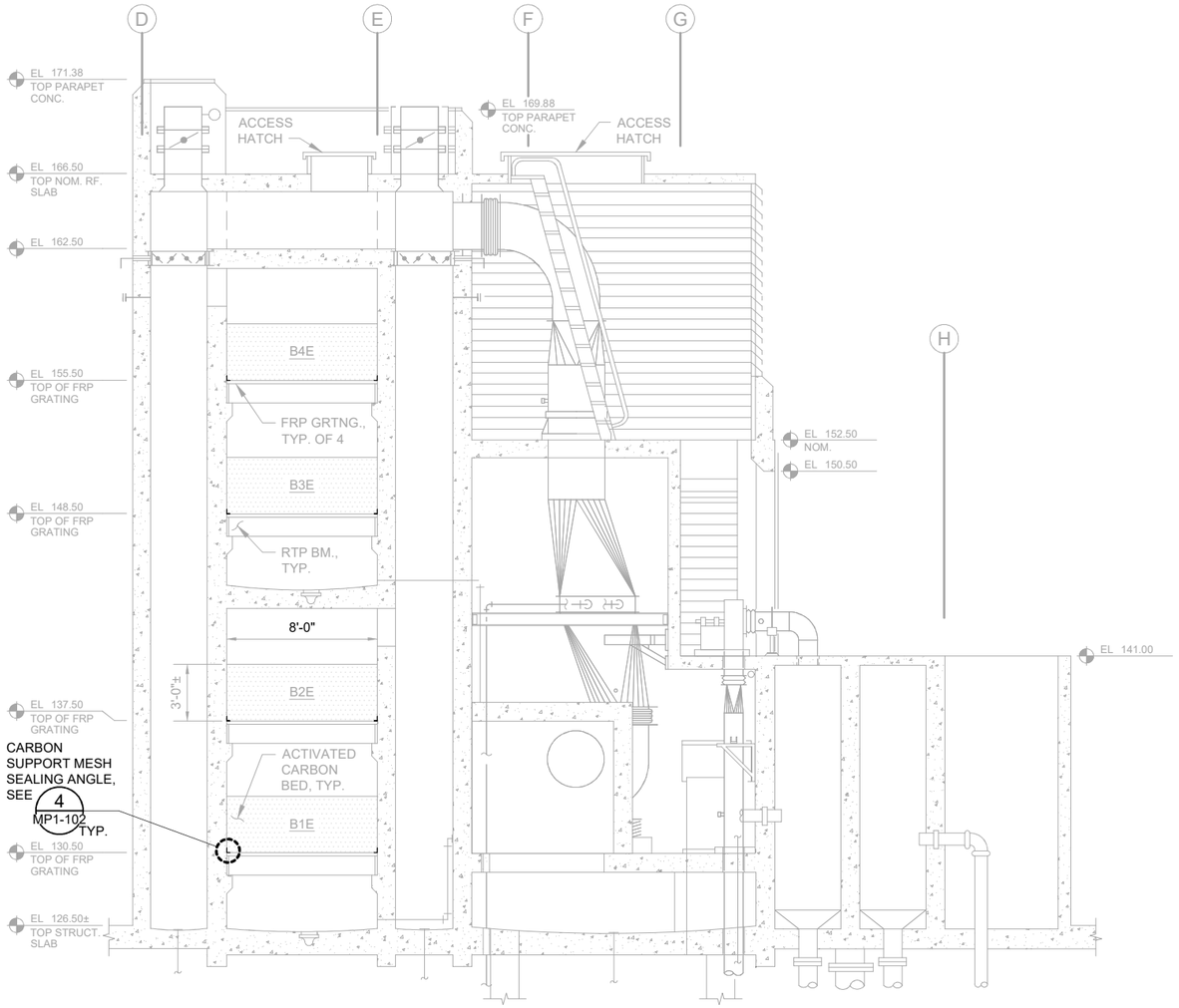
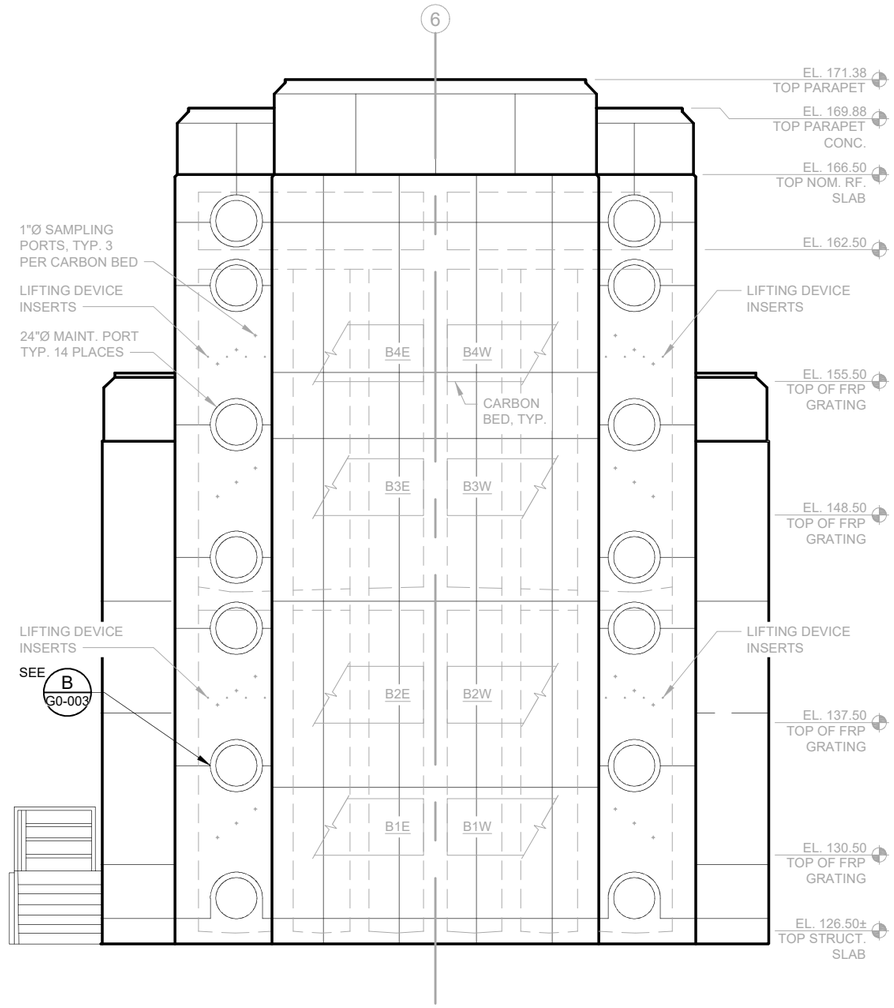
XREFS: KCWTD-2018R0-Dsize-TB-Border.dwg
IMAGES:

NOTES:
1. FIBERGLASS SUPPORT STRUCTURE SHALL BE INSPECTED FOR DAMAGE PRIOR TO THE INSTALLATION OF POLYPROPYLENE MESH OVER THE EXISTING FRP GRATING. SEE SECTION 01 14 00.



ODOR REDUCTION TOWER
SECTION C
SCALE: 1/4"=1'-0" MP1-101,MP1-102



ODOR REDUCTION TOWER NORTH
ELEVATION D
SCALE: 1/4"=1'-0" MP1-101

NO	REVISION DESCRIPTION	BY	APVD	DATE
0	INITIAL ISSUE			

Contract # C01400C19

BRUCE R. GRAVETTE — STATE OF WASHINGTON — 23364 — REGISTERED PROFESSIONAL ENGINEER

DESIGNED/DRAWN: B. HOKENSON	CHECKED: K. MARTINEZ
PROJECT ENGINEER: S. WILLIAMS	SCALE: AS NOTED
DESIGN APPROVAL: B. GRAVETTE	PROJECT FILE NO: 18-1134813
PROJECT ACCEPTANCE:	CONTRACT NO: C01400C19

King County

DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION
SOUTH TREATMENT PLANT
DAFT CARBON ORT CARBON REPLACEMENT-REBID

ODOR REDUCTION TOWER ELEVATION AND SECTION

DATE: OCTOBER 2019
DRAWING NO: SP-202 MP2-104
SHT NO 7 / TOTAL 7
REV NO: 0

BORDER FILE EDITION: KCWTD-2015R0-Dsize-TB-Border
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