

Executed Counterparts Counterpart No. \_\_\_\_\_ of \_\_\_\_\_

Including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_

CPA No. \_\_\_\_\_

# **Georgetown Wet Weather Treatment Station - Outfall**

## **Contract C01072C17**

### **Funded in part by the Washington State Department of Ecology**

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**Volume 1 of 5**

**Bidding Requirements and Forms  
General Terms and Conditions**

**September 2017**



**King County**

Department of Natural Resources and Parks  
**Wastewater Treatment Division**

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**SECTION 00020**  
**KING COUNTY INVITATION TO BID**

Advertisement Date: 9/28/2017

Invitation To Bid (ITB) Title: Georgetown Wet Weather Treatment Station - Outfall

ITB Number C01072C17

Sealed Bid Time/Date: 1:30 p.m., 10/26/2017

Location Due: King County Procurement & Payables Section, Contracts Counter, 3rd Floor, 401 Fifth Avenue, Seattle, WA 98104

Contract Specialist Mark Hoge, mark.hoge@kingcounty.gov, 206-263-9325

Alternate Contract Specialist Darren Chernick, darren.chernick@kingcounty.gov, 206-263-9321

Engineer's Estimate: \$4,621,902.

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

**Scope of Work:**

The project work is located in the City of Seattle near the SR 99/509 Bridge (also known as First Avenue South Bridge) over the Duwamish Waterway. This project is part of King County's Georgetown Wet Weather Treatment Station project, which will reduce the discharge of untreated combined sewer overflows to the Lower Duwamish Waterway during wet weather.

The work of this Contract consists of the construction of:

1. Outfall:
  - a. Approximately 306 lineal feet of 54-inch-diameter high density polyethylene (HDPE) outfall pipe into the Lower Duwamish Waterway (LDW).
    - 1) Approximately 106 lineal feet constructed within a shored trench.
    - 2) Approximately 200 lineal feet constructed with shallow burial or laid existing grade.
  - b. Last 50 feet of outfall to include eight 20-inch elastometric duckbill valves for diffusion of effluent to the LDW.
  - c. Precast concrete anchors bolted onto the pipe to provide weight and stability to the pipe.
  - d. Removal and disposal of steel and creosote pilings and other debris on the shoreline.
  - e. Post-construction restoration of the shoreline armoring.
  - f. Post-construction restoration of an existing upper-intertidal swale, including plantings.
2. Effluent Conveyance:
  - a. Approximately 19 lineal feet of 60-inch-diameter effluent conveyance pipe.
3. Drop Structure:
  - a. Cast-in-place concrete structure within a shored and dewatered excavation.
  - b. Pipe spools cast into structure walls for connection to effluent conveyance and outfall pipes.

- c. Flap gate check valve on entrance to drop structure.
  - d. Miscellaneous appurtenances.
  - e. All other work as defined in the Contract Documents.
4. ecoStorm Plus® stormwater treatment system.

**MANDATORY Pre-Bid / Site Tour:**

A site tour will be conducted immediately following the conference. Hardhats, safety vests and boots are required for site tour. FAILURE OF PRIME BIDDERS TO ATTEND AT LEAST ONE OF THE MANDATORY MEETINGS AND SITE TOUR WILL RESULT IN A NON-RESPONSIVE BID DETERMINATION. A sign in sheet will provide evidence of attendance. It is your responsibility to sign in and out.

Pre-bid dates and times:

- 1. October 3, 2017, 8:00 a.m.
- 2. October 4, 2017, 1:00 p.m.

Meet at 6521 5<sup>th</sup> Ave S, Seattle, WA 98108 (King County project office). Limited parking at the office so bidders must find street parking; carpooling recommended. We will drive to the outfall site for the tour which is under the 1<sup>st</sup> Ave South Bridge on S River St, west of the S River St/Occidental Ave S intersection; about a 5 minute drive or ½ mile. Mandatory sign-out will occur at the final Site Tour stop.

**Subcontracting Opportunities:** Shoring and trestle; CIP concrete; Marine/pipeline; Diving; Landscaping.

**Apprenticeship Requirements:** 10% minimum Apprentice Utilization Requirement.

**Community Workforce Agreement (CWA):** King County reviewed this Project and determined that a CWA will apply, due to the nature of the work and the estimated labor costs. See Section 00800.

**Applicable Federal Provisions:** Executive Order 11246, Equal Employment Opportunity, Federal Labor Provisions and Davis Bacon (Federal) Wage Rates

**MWBE Fair Share Goals:** It is anticipated this project will be funded in part by State Revolving Funds ("SRF") which may contain funds from the U.S. Environmental Protection Agency (EPA). In accordance with EPA's policy on the utilization of socially and economically disadvantaged individuals and disadvantaged business enterprises in procurement, the Contractor shall make Good Faith Efforts as required in 40 CFR 33 Part C to ensure to the fullest extent possible that it subcontracts the Fair Share Goals of:

**Minority Business Enterprise (MBE):** 10% of the Contract Price

**Women Business Enterprise (WBE):** 6% of the Contract Price.

See Section 00120 of the Contract Documents for more detailed information.

**Bid Guaranty:** Not less than five percent (5%) of the Total Bid Price.

**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. Printed documents may be ordered from United Reprographics at 206-382-1177. Copies of documents are not available for purchase from King County, but are available for review 8:00 a.m. – 5:00 p.m. M thru F at the Contracts Counter: Chinook Bldg, 3rd Floor, 401 Fifth Avenue Seattle, WA 98104.

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/login.aspx?ReturnUrl=%2fprocurement\\_ovr%2fdefault.aspx](https://procurement.kingcounty.gov/procurement_ovr/login.aspx?ReturnUrl=%2fprocurement_ovr%2fdefault.aspx)

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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**SECTION 00100**  
**INSTRUCTIONS TO BIDDERS**

**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, the qualification requirements other requirements, and if any drawings or addenda which are contained in 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 King 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 which is 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 identified in §00020 at least seven (7) days prior to the bid opening date. King County may not respond to requests for clarifications that are received outside of this timeframe.

B. Clarifications by King County will be in the form of addenda to the Contract Documents. Upon issuance, such addenda for this solicitation will be posted on the Solicitation Details page, at the website following paragraph E below, and are part of the Contract Documents.

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

D. 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 website following paragraph E below. Only registered planholders will be notified by email that an addendum has been issued.

E. 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. Failure to so notify the County prior to the bid opening of any such facts or conditions shall result in a waiver of any and all rights of the Bidder to claim additional time or compensation, if the Contract is executed, relating to or arising from such facts or conditions.

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 King 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 the Davis-Bacon Act as well as 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. For the convenience of Bidders, a copy of the most recent prevailing wage and federal wage schedules are found in §00130. Bidders must comply with most current prevailing wage rates.

### **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 King County to provide equal employment opportunities and an equal opportunity for all businesses to participate in providing goods and services to King County.

B. King 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 PLANHOLDER LIST AND ELECTRONIC DOCUMENTS**

A. Updated planholder lists may be obtained online. **Interested parties must self-register on the County's On-Line Vendor Registration to add themselves to the Holders List.**

B. Electronic copies of the ITB package, reference documents, and any addenda for this solicitation are available online at:

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

## **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. King County is not responsible for any cost incurred in response to this Invitation to Bid.

D. Upon request of King 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 – RULE 171**

A. King County has determined that the Work to be performed under this Contract is exempt from the retail sales taxes pursuant to RCW 82.04.050 and WAC 458.20.171 ("Rule 171"). Therefore, retail sales taxes (state and local) will not be paid by King County on the Contract Price. Bidders are advised that they may be considered the consumers of all materials, equipment, and supplies, including prefabricated and precast items, used or consumed by them in performing the Work and would be responsible for paying the retail sales/use tax to their materialmen and suppliers. Bidders shall include an amount equal to such taxes, if applicable, in their bids. If a Bidder has questions regarding the application of Rule 171, the Bidder should contact the Washington State Department of Revenue.

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 King 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. Should the Washington State Department of Revenue determine portions or all of the Work do not qualify for the exemption, the Contract will be amended to add any retail sales tax and deduct or otherwise adjust for retail sales/use taxes calculated by the successful Bidder as part of its bid price to be paid to materialmen/suppliers in performance of the Contract.

D. No increase will be made in the amount to be paid by King County under this Contract because of any misunderstanding by or lack of knowledge of the Contractor as to liability for, or the amount of any taxes for which the Contractor is liable or responsible by law or under this Contract or because of any increases in tax rates imposed by any federal, state or local government.

### **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 King 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 King 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 King County in case of a failure or neglect of the Bidder to furnish, execute and deliver to King 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. King 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.

### **2.05 ANTI-LOBBYING AMENDMENT**

A. The Bidder, submitting a bid on a solicitation valued at \$100,000 or more, shall complete the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." The Certification regarding lobbying for the Contractor and all subcontractors to complete is located in §00410. See also §00800 for the contract provision governing this requirement.

### **2.06 PARTICIPATION BY EPA AND WSDOE**

A. King County anticipates being eligible to receive State Revolving Funds ("SRF") which may contain U. S. Environmental Protection Agency ("EPA") money administered by Washington State Department of Ecology ("WSDOE").

B. Neither the United States nor any of its departments, the State of Washington nor any of its departments or employees are, or shall be, a party to this Invitation to Bid or any

resulting contract. This procurement is subject to federal regulations contained in 40 Code of Federal Regulations (CFR) Part 31 as published in the Federal Register.

## **2.07 BIDDER'S CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION**

A. Pursuant to Executive Order 12549 and federal regulations contained in 40 CFR 32, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this Contract. To assure that such entities and individuals are not involved as participants on this EPA financed project, each Bidder shall complete and submit the Certification, located in the Form of Bid, §00300. A Bidder that is unable to provide a positive Certification as set forth in §00300, Form of Bid, must submit a complete explanation, attached to the Certification form, explaining why it cannot provide the certification. Failure to submit a certification or explanation will be cause for bid rejection. King County, in conjunction with EPA, will consider the certification or explanation in determining bid responsiveness.

B. The Certification is a material representation of fact upon which reliance is placed in determination of award of contract. If at any time the Bidder learns that its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to King County. If it is later determined that the Bidder knowingly rendered an erroneous Certification, King County may terminate the Contract for cause of default, in addition to other remedies available including EPA suspension and/or debarment.

C. By submitting a bid for this Contract, the Bidder agrees that, should it be awarded the Contract, it shall not knowingly enter into any subcontract in excess of \$100,000 with an entity or person who is debarred, suspended, or has been declared ineligible from obtaining federal assistance funds. Pursuant to the §00300, Form of Bid, the Bidder, if awarded the Contract, agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the County upon request. Contractor must run a search in [www.sam.gov](http://www.sam.gov) and print a copy of completed searches to document proof of compliance.

## **2.08 CERTIFICATION OF NON-SEGREGATED FACILITIES**

A. The Bidder shall complete and submit the Certification of Non-Segregated Facilities, located in the Form of Bid, §00300.

## **2.09 CONTRACTOR'S COMPLIANCE STATEMENT WITH EXECUTIVE ORDER NO. 11246**

A. The Bidder shall complete and submit the Contractor's Compliance Statement, located in the Form of Bid, §00300.

## **2.10 LOBBYING DISCLOSURE**

A. Pursuant to 40 CFR Part 34 (which is by this reference incorporated herein), the bidder to whom King County awards this Contract shall execute and return the Disclosure of Lobbying Activities form, within the number of days specified in §00410, following the issuance of the Notice of Selection.

# **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. King 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.

### **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 modifications or withdrawals must be made in writing, over the signature of the Bidder.

### **3.03 BID EXTENSION**

A. King 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 King County for mathematical accuracy.

B. King 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 King County supporting evidence for such claim including cost breakdown sheets. King County reserves the right to require the submittal of other bid records or information as King County may deem necessary to evaluate the Bidder's claim of error, or any error as may be identified by King County during its review of the bid.

F. Any review by King County of a bid and/or any review of such a claim of bid error (including supporting evidence) creates no duty or liability on King 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 King 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, King 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 US mail or email, will evidence the selection of the lowest responsive and responsible bid.

C. Bid results will be posted on the P&P website, generally within 24 hours of bid submission, at [https://procurement.kingcounty.gov/procurement\\_ovr/login.aspx](https://procurement.kingcounty.gov/procurement_ovr/login.aspx)

#### D. Reciprocal Preference for Resident Contractors

1. In accordance with RCW 39.04.380, King 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
<hr/>	
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 King 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 completed by the time of bid submittal. §00440 of the Contract Documents contains the mandatory and supplemental criteria, if any, for Bidder responsibility. The Bidder shall promptly prepare, complete, and submit the required information to King County within the time specified. In the event a Bidder fails to provide qualification information as required in §00440, or other information requested by King 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).
  - (a) Form located at:  
<http://www.kingcounty.gov/depts/finance-business-operations/procurement/for-business/forms.aspx>
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. Electronic Funds Transfer 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**.
  - (a) Form 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 King County, the low responsive Bidder shall attend bid evaluation conference(s). King County will hold a bid evaluation conference only if King County deems it is necessary. The Bidder shall bring to the conference any documents or information required by King County as necessary for review.

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

### **3.08 SINGLE BID RECEIVED**

A. If King County receives a single responsive, responsible bid, King County shall have the right, in 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 King County to assist in cost and price analysis. By conducting such analysis, King County shall not be obligated to accept the single bid; King 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 King County reserves the right to reject any and all bids at any time. King County also reserves the right to not execute the Contract even after the Notice of Selection has been issued.

B. King 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 King County; any bid accompanied by insufficient or irregular bid guaranty; any bid found non-responsive by King County; any Bidder found by King 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 King 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 King County's review and evaluation of its bid, the Bidder waives and releases any claims against King 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 King County determines that collusion has occurred among the Bidders, none of the bids of the participants in such collusion will be considered. King County's determination of collusion shall be conclusive.

### **3.11 PROTEST PROCEDURES**

A. Form of Protest: In order to be considered, a Protest shall be in writing, addressed to the Chief Procurement Officer of the King County Procurement & Payables Section of the Department of Executive Services ("CPO"). A copy of the Protest shall be provided to the Contract Specialist identified in §00020. The protest shall include the following:

1. The name, address, and phone number of the Bidder protesting, or the authorized representative of the Bidder;

2. The Solicitation Number and Title under which the Protest is submitted;
  3. A detailed description of the specific grounds for Protest and any supporting documentation. It is the responsibility of the Protesting Bidder to supplement its Protest with any subsequently discovered documents prior to the CPO's decision; and
  4. The specific ruling or relief requested.
- B. Who May Protest.
1. Protests pertaining to the bid documents prior to the bid opening: Any prospective Bidder.
  2. Protests following the bid opening: Any Bidder who submitted a Bid to the County.
- C. Time to Protest.
1. Protests Prior to the bid opening: Protests pertaining to the bid documents must be received by the County no later than ten (10) calendar days prior to the date established for submittal of Bids; provided however, if the tenth calendar day is a weekend or County holiday, the Protest must be received by noon the following business day.
  2. Protests Following bid opening: The County must receive protests based on all other circumstances within five (5) calendar days after the protesting Bidder knows or should have known of the facts and circumstances upon which the Protest is based; provided however, if the fifth calendar day is a weekend or County holiday, the Protest must be received by noon the following business day.
  3. In no event shall a Protest be considered if all bids are rejected or after Contract Execution.
- D. Determination of Protest. Upon receipt of a timely written Protest, the CPO shall investigate the Protest and shall respond in writing to the Protest prior to Contract Execution. Except as provided below, the decision of the CPO shall be final.
- E. Reconsideration of CPO's Decision. The Protester may request that a CPO 's decision be reviewed by the Finance and Business Operations Division Director of the King County Department of Executive Services ("Finance Director") on a reconsideration basis only. The only justifications for reconsideration are (1) new data, relevant to the underlying grounds for the Protest and unavailable at the time of the Protest to the CPO; or (2) the CPO made an error of law or regulation. The following procedures shall be followed for a reconsideration of the CPO 's decision:
1. Form of Request for Reconsideration. In order to be considered, a Request for Reconsideration must be filed with the Finance Director in writing, with copies provided to the CPO and Contract Specialist, and include:
    - (a) Name, address, and telephone number of the person protesting or their authorized representative;
    - (b) A copy of the original Protest, including supporting documents;
    - (c) A copy of the written decision of the CPO; and
    - (d) Include all pertinent facts and law on which the Protester is relying.

2. Time for filing Request for Reconsideration. The Protester seeking Reconsideration must file its Request no later than two (2) business days after receiving the CPO's written decision.
3. Review of CPO's Decision. Upon receipt of a Request for Reconsideration, the Finance Director or his/her designee shall review all information submitted with the Request and issue a final written determination.
4. Contract Execution. If a timely Request for Reconsideration is filed, the County will not execute a contract any sooner than two (2) business days after issuance of the final determination regarding the Request for Reconsideration.

F. Failure To Comply. Failure to comply with the procedures set forth herein may render a Protest or Request for Reconsideration untimely or inadequate and may result in the denial of the Protest or Request for Reconsideration by the County.

G. Exhaustion of Administrative Remedies. As a mandatory condition precedent to initiating a lawsuit against the County, a Protester shall comply with the Protest and Reconsideration Procedures defined herein.

H. Venue. By submitting a bid in response to the Invitation to Bid and for the convenience of the parties, the Bidder/Protester acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in accordance with State law.

## **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, King County will accept a bid, reject all bids, or take such other action as may be in its best interest. King 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 King 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. King 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, one copy of the fully executed Contract Documents will be provided to the Contractor.

### **4.02 PERFORMANCE AND PAYMENT BONDS**

A. The Bidder to whom King County issues the Notice of Selection for this Contract shall furnish Performance and Payment Bonds, 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 King County under the terms of the Contract Documents. King County may require the surety(ies) to appear and qualify themselves upon the bond. If at any time King County determines, in its sole judgment, that the surety(ies) are insufficient, King County may require the Contractor to furnish additional surety in form and arrangement satisfactory to King 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**

King County has established certain insurance requirements set forth in §00430. The Bidder to whom King County issues the Notice of Selection shall file with King 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 King County upholds a Bidder's claim of error, the Bidder's bid guaranty will be returned with King County's final determination on the claim of error. King 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 King 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 King 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 King 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 King 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, MINORITY AND WOMEN**  
**BUSINESS ENTERPRISES UTILIZATION, AND APPRENTICESHIP REQUIREMENTS**

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## **1.01 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

A. The Contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

B. **State Revolving Funds ("SRF").** King County may be eligible to obtain State Revolving Funds ("SRF") for this Project. These funds may contain United State Environmental Protection Agency ("EPA") money administrated by Washington State Department of Ecology ("WSDOE").

C. This Contract and any resulting contract or subcontract is subject to applicable EPA procurement regulations contained in 40 CFR Part 31 and Part 33. Neither the United States nor any of its departments, agencies, or employees is, or will be, a party to this Contract or any lower tier contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this Contract or other legally available remedies.

D. **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.

E. **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.

F. **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.

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

H. **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.

**I. 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.

**J. 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.

**K. 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.

**L. 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.

**M. 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://www.kingcounty.gov/council/legislation/kc\\_code/15\\_Title\\_12.aspx](http://www.kingcounty.gov/council/legislation/kc_code/15_Title_12.aspx)

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 MINORITY AND WOMEN BUSINESS ENTERPRISES UTILIZATION REQUIREMENTS**

A. Consistent with the current United States Environmental Protection Agency's Procurement Under Assistance Agreements Regulation, Participation by Disadvantaged Business Enterprises (DBE) in the United States(40 CFR Part 33), all Bidders shall be required to comply fully with EPA these bid specifications toward the goal of equitable utilization of Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE").

B. Such utilization may be through the Contractor, subcontractor(s), joint-venture, procurement of supplies, material, or equipment, or other business participation utilized in performing this project. In this regard, all Bidders shall take all necessary and reasonable steps to ensure MBE(s) and WBE(s) have the maximum opportunity to compete for and/or perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this Contract.

C. **Acceptance of Certification.** For the purposes of this section, King County will only accept any Minority Business Enterprise or Woman Business Enterprise that is certified by the Washington State Office of Minority and Women's Business Enterprise ("OMWBE") as defined below.

D. **Definitions.** The following definitions shall apply throughout this Section.

1. **Minority Business Enterprise (MBE)** is a business concern that is:
  - a. At least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively;
  - b. Who is a citizen of the United States, and
  - c. Certified as a Minority Business Enterprise (MBE) by the Washington State Office of Minority and Women's Business Enterprise ("OMWBE").

2. **Women's Business Enterprise (WBE)** is a business concern that is:
  - a. At least 51% owned and controlled by a woman or women;
  - b. Who is a citizen of the United States, and
  - c. Certified as a Women Owned Business Enterprise (WBE) by the OMWBE.
3. **Supplier.** For purposes of this Section 00120, a supplier is a business that acts as a distributor of materials or equipment and provides a commercially useful function when such activity is traditional in the industry manufacturing the material or equipment supplied. In order to perform a commercially useful function, the firm will normally perform the following functions:
  - a. Provide technical assistance to the purchaser prior to the purchase, during installation and after the supplies or equipment are placed in service;
  - b. Manufacture or being first tier below manufacturer of the supplies or equipment supplied;
  - c. Provide functions other than just accepting and referring request for supplies or equipment to another party for direct shipment to a contractor.

### **1.03 CONTRACTOR FAIR SHARE GOALS, GOOD FAITH EFFORT DOCUMENTATION, AND OTHER SUBMITTALS**

A. **Fair Share Goals.** To ensure that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) receive a "fair share" of procurement opportunities funded by the Environmental Protection Agency (EPA), the EPA and the State of Washington have established the following Fair Share goals for MBE participation and for WBE participation on construction / public work. The Bidder shall ensure to the fullest extent possible that the following goals are met:

#### **10% of the Contract Price to MBEs and 6% of the Contract Price to WBEs**

B. **Good Faith Efforts ("GFE").** In order to meet the Fair Share Goals and ensure, when possible, the participation of MBE and WBE firms, collectively referred to as DBEs. The Bidder shall retain records documenting compliance with the following "Good Faith Efforts" as required in 40 CFR 33 Part C in awarding subcontracts for supplies, construction or services and equipment.

1. Ensure DBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBE firms on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at [www.omwbe.wa.gov](http://www.omwbe.wa.gov) or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.
2. Make information on forthcoming opportunities available to DBE firms and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBE firms in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBE firms. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible

into smaller tasks or quantities to permit maximum participation by DBE firms in the competitive process.

4. Encourage contracting with a consortium of DBE firms when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the U.S. Office of Small Business Administration (SBA), the Washington State Office of Minority and Women Business Enterprises (OMWBE) and the Minority Business Development Agency of the Department of Commerce.
6. If a prime Bidder awards subcontracts, require the subcontractors to take the above GFE steps.

**C. Contractor's Compliance with Fair Share Goals and GFE Requirements and Required Forms and Submittals**

1. Completion and submittal of all forms in Section 00300, Form of Bid, in accordance with the instructions on the forms, shall be reviewed as a matter of responsiveness.
2. A Bidder's commitment to subcontract at least the specified Fair Share goals shall be documented on the Women, and Minority Business Enterprises Utilization Form in Section 00300, Form of Bid.
3. If a Bidder does not demonstrate a commitment to subcontract at least the specified Fair Share goals at the time of the Bid Opening, the Bidder shall provide a written description of the Good Faith Efforts made to comply with the Fair Share goals as identified herein and 40 CFR 33 Subpart C and submit the Good Faith Effort documentation either with the bid at the time set forth for opening of bids or no later than one (1) hour after the time and date set forth for opening of bids. The contractor / bidder shall retain records documenting compliance with the GFE requirements.
  - a. The County shall evaluate the quantity, quality and intensity of the Bidder's Good Faith Efforts to meet the Fair Share Goals to subcontract with MBE and WBE firms to determine the Bidder's responsiveness.
  - b. In the event the County finds the Bidder's documentation does not demonstrate Good Faith Efforts or if the documentation is incomplete or lacking, the County may reject the Bidder as not responsive.
4. Determination concerning the sufficiency of good faith efforts is ultimately an informed judgment call, not a strict mechanical formula. When making its judgment, the County will consider two broad categories of actions by the Bidder: (1) the process of soliciting qualified MBE/WBE firms; and (2) the process of creating meaningful contract opportunities for MBE/WBE firms. Within these two categories, the County will be looking for documentation to demonstrate that the Bidder has made good faith efforts.
5. The County has developed a GFE Workbook and a GFE Guidance Document as optional tools to assist Bidders with documenting GFE. Use of these tools is not required and is voluntary. These tools are available on King County's website on the Solicitation Details Page for this project at: [https://procurement.kingcounty.gov/procurement\\_ovr/login.aspx](https://procurement.kingcounty.gov/procurement_ovr/login.aspx)

#### **D. Calculating MBE/WBE Subcontractor/Supplier Participation**

1. **Classification.** For purposes of calculating the Bidder's documented intent to subcontract at least the Fair Share goals, the County will count the Bidder's identified subcontractor/supplier participation as follows:
  - a. **Classification as an MBE, WBE or MBE/WBE.** Whether a certified firm's utilization will be counted towards the fair share goals is determined by the certified firm's classification as an MBE, WBE, or MBE/WBE. The following classifications shall be counted toward the following goals:
    - (1) Participation by firm that is certified by OMWBE as a MBE will be counted only toward the MBE goal.
    - (2) Participation by firm that is certified by OMWBE as a WBE will be counted only toward the WBE goal.
    - (3) Participation by firm that is certified by OMWBE as a MBE/WBE will be counted only towards either the MBE or the WBE goal, but not to both; the Bidder shall designate the goal to which the dollar value is applied with the bid.
  - b. **Percentage of Total Bid Price.** The Bidder's MBE/WBE subcontractor participation shall be calculated as a percentage of the Bidder's total bid price. For example, a Bidder's total bid price is \$100,000 and that Bidder identifies that an MBE/WBE firm will do the mechanical work for a total value of \$10,000. The Bidder's MBE/WBE participation is 10%.
    - (1) For purposes of calculating MBE/WBE participation if the Bidder is an MBE/WBE firm, 100% of the Total Bid Price shall be considered MBE/WBE only if the MBE/WBE Bidder (prime contractor) performs at least 51% of the work and proposes to subcontract work totaling 49% or less of the bid price. If an MBE/WBE firm proposes to subcontract work totaling more than 49% of the total bid price, only the value of the work subcontracted to MBE/WBE firms shall be calculated towards meeting the good faith MBE/WBE participation goals. The Bidder shall comply with all requirements in this Section 00120.
  - c. **Commercially Useful Function.** MBE/WBE participation shall be counted only for MBE/WBE firms performing a commercially useful function according to custom and practice in the industry. A commercially useful function includes, but is not limited to the performance of a distinct element of work by a firm which has the skill and expertise as well as the responsibility of actually performing, managing and supervising the work using, its own work force and resources. No credit will accrue for an MBE/WBE acting merely as a passive conduit of funds to some other non-MBE/WBE firm. An MBE/WBE firm may further subcontract a portion of the work provided that the majority of work (at least 51% of the subcontract amount) is actually being performed by the MBE/WBE firm having the contract. MBE/WBE firms that act as a broker in a transaction shall not count towards the Bidder's good faith MBE/WBE participation.
  - d. **Brokers.** MBE/WBE firms that act as a broker in a transaction shall not count towards the Proposer's good faith MBE/WBE participation. A broker is a firm that does not, itself, perform, manage, or supervise the work of its contract or subcontract in a manner consistent with the standard and customary business practices for contractors or subcontractors in its line of business. An

MBE/WBE firm will be considered a broker if it subcontracts more than 49% of its work.

- e. **Joint Ventures.** Joint ventures shall be counted towards the Bidder's percentage of MBE/WBE participation by crediting the MBE/WBE partner's portion of the dollar amount of the joint venture. For purposes of calculating MBE/WBE participation, if the Bidder is a joint venture, 100% of the total bid price shall be considered MBE/WBE only if the MBE/WBE firm that is participating in the joint venture will perform 51% or more of the work and only proposes to subcontract 49% or less of the work. If the joint venture proposes to subcontract work totaling more than 49% of the total bid price, only the value of the work subcontracted to MBE/WBE firms shall be calculated towards meeting the good faith participation goals.
- f. **Suppliers.** A Bidder will receive 60% credit towards its MBE/WBE participation of the subcontract value for a Supplier who provides supplies. A Bidder will receive 100% credit for the subcontract value towards its MBE/WBE participation of the subcontract value for a Supplier who manufactures or fabricates supply item or hauls their supplied material, equipment or supplies to the Project Site. For purposes of this Civil Rights Compliance section, a supplier is a business that acts as a distributor of materials or equipment, and provides a commercially useful function when such activity is traditional in the industry manufacturing the material or equipment supplied.

#### **E. Evaluating Commercially Useful Function for a Bidder's MBE and/or WBE Subcontractor/Supplier Participation**

- 1. **Commercially Useful Function.** A commercially useful function includes, but is not limited to the performance of a distinct element of work by a firm that has the skill and expertise and the responsibility of actually performing, managing, and supervising the work using, its own work force and resources. No credit will accrue for a MBE/WBE firm acting merely as a passive conduit of funds to some other non-certified firm. An MBE/WBE firm may further subcontract a portion of the work provided that the MBE/WBE firm having the contract is actually performing the majority of work (at least 51% of the subcontract amount).
- 2. **Evaluating Commercially Useful Function.** For purposes of evaluating commercially useful function for a Bidder's MBE/WBE participation, and to verify that firm(s) identified as MBE/WBE firm(s) qualify as a MBE/WBE firm(s), the County may, at its discretion, perform verification or request supporting information.

#### **1.04 SUBSTITUTION OF SUBCONTRACTORS AND/OR SUPPLIERS BEFORE AWARD**

A. **Substitution of Subcontractors before Contract Award.** If the Bidder determines, before award, that it is necessary to substitute a subcontractor identified on the Women, and Minority Business Enterprises Utilization Form, the Bidder shall notify the County of such intent to substitute. For all substitutions, the Bidder shall explain in detail the reasons for the substitution. Every effort shall be made to meet the Fair Share Goals. The Good Faith Efforts identified herein and in 40 CFR 33 Part C shall be documented and provided. The County may investigate such substitution and make a determination of whether the Bidder is responsive.

## **1.05 REQUIREMENTS DURING CONTRACT PERFORMANCE**

### **A. Substitution of Subcontractors after Contract Award.**

1. The Contractor may substitute subcontractors after award of the contract only with the written consent of the County.
2. If the Contractor proposes to substitute any subcontractor with MBE/WBE firms, the County may verify the proposed subcontractor's MBE/WBE status. If the Contractor proposes to substitute any subcontractor with a non-MBE/WBE firm, the Contractor shall demonstrate the Good Faith Efforts it took to comply with the Fair Share Goals in this Section.
3. The Contractor's compliance with the EPA requirements is an essential part of the Contract and a material condition and requirement of the Contract. Failure of the successful Bidder to comply with such requirements could cause the County to forfeit or lose funding. Accordingly, the Contractor's failure to demonstrate the affirmative measures that it took to comply with the good faith requirements shall be considered reasonable grounds for the County to deny the Contractor's request for substitution. The Contractor's non-compliance with these requirements shall constitute grounds to terminate the Contract for Default.
4. The County shall not be responsible or liable for any costs, delays, and/or damages resulting from the County denial or acceptance of the proposed substitution.

### **B. Contractor's Obligations to Comply with SRF Loan Requirements during Contract Performance.**

1. The Contractor and its subcontractors shall take Good Faith Efforts to ensure the maximum practicable opportunity for MBE/WBE firms to participate in the work under this Contract. During performance of the Contract, if the Contract Price is increased, the Contractor shall demonstrate the Good Faith Efforts taken to ensure that MBE/WBE firms were given an opportunity to compete and participate in the increased work.
2. Submit Standard Form 100 (EEO-1) to the US Equal Employment Opportunity Commission (EEOC) within 30 days of contract award, unless such a report has been filed within 12 months preceding the contract award date. The EEO-1 report is to be submitted annually during the life of the project (41 CFR 50-1.7(a)).
3. State clearly and expressly in solicitations and advertisements for employees that all qualified applicants receive consideration for employment without regard to race, color, religion, sex, age, or physical handicap.
4. Executive Order 11246 must be complied with in the hiring of minorities and women on the construction project. Goals are established for the purpose. (Please contact Office of Federal Contract Compliance Programs for the goals in your area.)
5. Submit MBE/WBE subcontracts and supply contracts within 15 days of Notice to Proceed.
6. Notice to labor unions or other organization of worker's non-discrimination in employment (41 CFR 50-1.4(3)).

## 1.06 REQUIRED SUBMITTALS DURING WORK

A. The Contractor shall collect, submit and update the submittals listed below for itself, all Subcontractors and Suppliers by the 10th of each month for previous month. Subcontractor information shall be submitted prior to the county processing and paying any progress payment that includes such subcontractor work. **The Contract and Apprenticeship Report Tracking System (CARTS) Website is located at <http://www.kingcounty.gov/bdcc> Telephone 206-263-9745 if you require assistance. Report forms are available on the CARTS Reporting Website.**

1. **Updated Subcontractors and Suppliers List.** The Contractor shall update its Subcontractor and Supplier Lists with any changes on the Contract electronically using the CARTS Reporting Website.
2. **Contractor Payment Reports.** The Contractor shall enter and submit the amount received from the County for itself and the amounts paid to **all** subcontractors and suppliers. Entries shall be entered in CARTS on a monthly basis
3. **Monthly Utilization Reports.** Labor hours (EEO Monthly Reports) for both Journey Level workers and Apprentices shall also be submitted monthly and electronically by the Contractor, using the CARTS Reporting Website, for itself and every subcontractor who performed work during the report period.
4. **Apprenticeship Utilization Reports.** When applicable, the Contractor shall submit all apprenticeship reports electronically using the CARTS Reporting Website.
5. **Affidavits of Amounts Paid.** The Contractor shall submit with each progress payment request, an affidavit identifying amounts earned to all subcontractors and suppliers who performed work during the period for which payment is requested, Project Representative.
6. **Final Affidavits of Amounts Paid.** Upon completion of all work and as a condition precedent to final payment, the Contractor shall upload a final Affidavit of Amounts Paid electronically using the CARTS Reporting Website. Identify all amounts actually paid, and all amounts earned, for every subcontractor and supplier for all work performed and/or supplies obtained on this Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. King County will provide affidavit forms.
7. **Reporting Requirements (EEO-1)** On or before September 30 of each year, a contractor that is subject to Title VII of the Civil Rights Act of 1964, as amended, and that has 100 or more employees, shall file with the EEOC or its delegate an "Employer Information Report EEO-1."

Instructions on how to file are available on the EEOC's website at <http://www.eeoc.gov/employers/eeo1survey/howtofile.cfm>. The contractor shall retain a copy of the most recent report filed.

8. The contractor shall provide DBE Subcontractor Participation Form (6100-2) to all MWBE subcontractors. These subcontractors may submit Subcontractor Participation Form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract. This form is available at:  
<http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/CWSRFres.html>

## 1.07 WORKFORCE REQUIREMENTS

### A. Definitions

**“Administrator”** means the Director of King County Office of Business Relations and Economic Development.

**“Apprentice”** means a person who has signed a written Apprenticeship Agreement with and enrolled in a training program approved by the Washington State Apprenticeship and Training Council, hereinafter referred to as SAC, to learn a skilled craft or trade as an Apprentice.

**“Apprentice Hiring Goal(s)”** means the specific goals established by the County for qualified disabled persons, economically disadvantaged youth, minorities, and women to participate as Apprentices on County public work contracts. These goals shall be expressed as an overall annual goal for all projects subject to the apprenticeship requirements.

**“Apprenticeship Program”** means the County’s plan for administering King County Code 12.16.150-180 and setting forth compliance requirements for apprentice utilization on selected County public work contracts.

**“Apprentice Utilization Requirement”** means the overall percentage of Labor Hours established for the Contract to be worked by Apprentices. This requirement is expressed as a percentage of the total Labor Hours for the Contract.

**“Apprenticeship Utilization Plan”** means a plan submitted to the County by the contractor that outlines how the Apprentice Utilization Requirement will be met.

**“Best Efforts” or “Good Faith Efforts”** means the strongest possible efforts that Contractors can reasonably make to meet the Apprentice Utilization Requirement established for each public work contract selected for participation in the Apprenticeship Program.

**“Disability”** means any physical or mental impairment that substantially limits one or more major life activities.

**“Community Workforce Agreement (CWA)”** The CWA is the agreement executed between King County and labor unions that represent the trades and crafts that have workers who typically perform on County public works projects.

**“Economically Disadvantaged Youth”** means a person 18-24 years old whose annual family income is at or below the income guidelines for Federal Free or Reduced Lunch Programs, and who have significant barriers to employment, as defined by the Federal Workforce Investment Act.

**“Journey-Level Worker”** means an individual who has sufficient skills and knowledge of an occupation, either through a formal Apprentice Training Program or through practical on-the-job work experience, to be recognized by a state or federal registration agency and/or an industry as being fully qualified to perform the work of the occupation. Practical experience must be equal to or greater than the term of apprenticeship.

**“Labor Hours”** means the total number of projected hours or actual hours to be worked or that have been worked by workers receiving an hourly wage who are directly employed on the site of the public works project. Labor Hours shall also include hours worked by workers employed by subcontractors on the project. Labor Hours shall not include hours worked by supervisors, professionals, or clerical workers.

**“Minority or Minorities”** means a person who is a citizen of the United States and who is a member of one or more of the following historically disadvantaged racial groups:

1. Black or African American: Having origins in any of the Black racial groups of Africa;
2. Hispanic: Of Mexican, Puerto Rican, Cuban, or Central or South American culture or origin;
3. Asian American: Having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; or
4. American Indian or Alaskan Native: Having origins in any of the original peoples of North America.

**“Priority Hire”** The Priority Hire Pilot Program prioritizes workers living in economically-distressed ZIP codes, women, people of color and preferred entry candidates for hire on King County Covered Projects.

**“Priority Worker(s)”** means an individual prioritized for recruitment, training, and employment opportunities because the individual is a Resident in an Economically Distressed Area.

**“Qualified Disabled Person”** means a person with a disability that, with reasonable accommodation, can perform the essential functions of the job in question.

**B. Policy and General Requirements.** In accordance with King County Code 12.16.150-180, which is incorporated herein by this reference, King County has established certain Apprentice Utilization Requirements for this Contract.

1. Specifically, the Contractor shall:
  - a. Utilize apprenticeship training programs registered with the Washington State Apprenticeship Training Council (“SAC”).
  - b. Meet the overall Apprentice Utilization Requirement established for this Contract unless reduced pursuant to King County Code 12.16.160.
  - c. Encourage participation by all subcontractors working on the project, with distribution across trade/craft where feasible, and where approved by the County.
  - d. Ensure that Best Efforts are made to meet the specific Apprentice Utilization Requirement.
2. If the Contractor is failing to meet the Apprentice Utilization Requirement during the term of the Contract, the Contractor shall work with resource-based organizations such as the Seattle/King County Building and Construction Trades Council to identify additional sources of Apprentices.
3. Questions concerning compliance with these requirements, including utilization goals, bidding and submittal requirements shall be directed in writing to Procurement & Payables at 401 Fifth Avenue, Third Floor, M/S CNK-ES-0340, Seattle, Washington 98104. If appropriate, such questions may be treated as requests for interpretation and answered by addenda to the Solicitation Document.

#### **1.08 COMMUNITY WORKFORCE AGREEMENT AND PRIORITY HIRE REQUIREMENTS**

The requirements of the Community Workforce Agreement (CWA) and Priority Hire shall apply. King County is implementing a new Priority Hire Pilot Program to prioritize workers living

in economically-distressed ZIP codes, women, people of color and preferred entry candidates for hire on King County Covered Projects. The BDCC section administers and enforces Priority Hire and assists Contractors during Bid and after Award to comply with Priority Hire and the related CWA provisions. Additional Contractor responsibilities and forms can be found in the Section 00800, CWA.

Contractors interested in obtaining assistance or information may contact BDCC at (206) 263-1870.

The following workforce diversity requirements and aspirational goals to meet the intent of Priority Hire Pilot Program shall apply. For additional details on Priority Workers see Section 00800, CWA, 9.3, Par 1. The table below identifies separate required percentages for apprentice and journey-level Priority Workers from King County designated priority ZIP codes. For a list of King County priority ZIP codes see Section 00800, CWA, Exhibit 5

<b>Apprenticeship Utilization and Priority Hire Requirements</b>	
Apprenticeship Utilization	15%
Apprentice – Preferred Entry	1:5
Priority Worker Requirements	5% Apprentice Level
	12% Journey-level Workers

#### **A. Apprentice Utilization Requirement.**

1. Pursuant to King County Code 12.16. 150-180, King County has established a minimum **Apprentice Utilization Requirement** of 15% for this Contract. (Apprentices shall work 15% of the Labor Hours for this Project). The Contractor and Subcontractors shall use Apprentices at every opportunity.
2. See Section 00800, CWA 11.4 Par 1. The Contractor's Subcontractors shall prepare and submit a plan for the participation of SAC-registered apprentices to the Owner at the pre-job conference. The Contractor and each Subcontractor shall estimate the total contract labor hours to be worked on the construction contract awarded to it and shall establish the anticipated apprenticeship participation by craft and hours. Diversity goals for the use of apprentices are identified below.
3. The Contractor shall ensure compliance with the apprenticeship training standards for each trade or craft that is utilized, as set forth by the Washington State Apprenticeship and Training Council (SAC).

See Section 00800, CWA 11.5 Par. 3 Overall the Contractor would need to demonstrate how one (1) of each five (5) Apprentices would come from Pre-Apprenticeship programs including Apprenticeship and Non-Traditional Employment Program for Women and Men (ANEW), YouthBuild, Helmets to Hardhats Program or others serving primarily low-income communities of color or women or any other program that is mutually agreed to by the parties in a future date.

#### **B. Apprentice Hiring Goals.**

1. Based on the degree of evidenced underrepresentation within the trades, and in accordance with the standards set forth in King County Code Section 12.16.160

(C) the County has established the following overall annual individual Apprentice Hiring Goals for qualified disabled persons, economically disadvantaged youth, minorities and women:

- |               |  |
|---------------|--|
| a. Minorities | 21% of the Apprentice Utilization Goal |
| b. Women      | 12% of the Apprentice Utilization Goal |

**C. Reporting Requirements.**

**1. Apprenticeship Utilization Plan.**

- a. The Contractor shall submit an Apprenticeship Utilization Plan to the County for approval, upon request, but no later than five (5) days following Notice of Selection. The Apprenticeship Utilization Plan submitted by the Contractor shall demonstrate the distribution of Apprentices across the trades and crafts wherever feasible. King County may withhold progress payment from the Contractor if the plan is not approved. The Plan shall include the following elements:
- (1) An estimate of the total contract Labor Hours by trade and craft to be worked by the Contractor and all subcontractors.
  - (2) An estimate of the total Labor Hours in each trade or craft to be worked by Apprentices and journey workers, and the anticipated dates when the work will start.
  - (3) A list that contains the names of all proposed subcontractors who will perform work on this Contract.
  - (4) Specific efforts proposed by the Contractor and all subcontractors to achieve the Apprentice Utilization Requirement.
  - (5) A rate of participation in each trade and/or craft, and an overall rate of participation that is not less than the Apprentice Utilization Requirement.
  - (6) King County encourages the Contractor to include in the Apprenticeship Utilization Plan an estimate of the projected labor hours that will be performed by qualified disabled persons, economically disadvantaged youth, minorities, and women as Apprentices.
- b. King County reserves the right to request revisions to the Contractor's Apprenticeship Utilization Plan and to withhold final approval of the plan until such time as the information contained in the plan meets the requirements of this section.

**2. Apprentice Utilization Report (AUR).**

- a. The Contractor shall submit to the County an AUR on a monthly basis. The Contractor shall submit the AUR by the 10<sup>th</sup> of each month to report Apprentice utilization for the previous month. The Contractor shall also submit AURs for all its sub-contractors by the 10<sup>th</sup> of the month. The County may withhold progress payments to the Contractor for failure to provide AURs as specified in this section. The Contractor shall submit all AURs electronically using King County Business Development and Contract Compliance CARTS Reporting Website. Contact the Business Development and Contract Compliance Section at 206-263-9745 for assistance with the reporting website.

- b. King County may visit at any time the work site(s) to determine the actual employment levels of Apprentices. The Contractor and the subcontractors shall provide every assistance requested by King County during such visits.
- 3. **Changes in the Apprenticeship Utilization Plan or Apprentice Utilization Requirement.** If, during the term of the Contract, the Contractor determines that it will be unable to comply with the Apprenticeship Utilization Plan or the Apprentice Utilization Requirement, the Contractor shall make a written request for a reduction or modification of the Requirement to the County consistent with King County Code Section 12.16.160(B). To the extent that the request is based upon King County Code Section 12.16.160(B) (1), the request shall include written documentation of the Contractor's Best Efforts and inability to utilize Apprentices registered with SAC. Documentation provided by the Contractor must clearly demonstrate that the requested numbers of Apprentices or candidates for apprenticeship are not available to meet the Apprentice utilization percentages.
- 4. **Best efforts.**
  - a. The Contractor shall ensure that Best Efforts are made to meet the Apprentice Utilization Requirement. In fulfilling the Best Efforts requirement, the Contractor shall, at a minimum, take (or, where appropriate, require its subcontractors to take) the following steps:
    - (1) If Apprentices are not available through SAC approved program sponsors, contact other recruitment/referral agencies, including, but not limited to the Apprenticeship Opportunities Project and Seattle Vocational Institute, Apprenticeship and Nontraditional Employment for Women and Men (ANEW), Youth Build, and Helmets to Hardhats, and request such candidates for the SAC apprenticeship program. If Apprentice candidates are available through these agencies, request preferred entry into the SAC approved apprentice program and, proceed with the hiring process, and provide appropriate documentation to King County.
    - (2) If preferred entry of the candidate(s) into the SAC approved apprentice program is denied, request documentation of the denial from the SAC approved program. Forward this documentation to King County.
    - (3) See Section 00800, CWA 11.5 Par 4 The Unions and the Contractors agree to hire preferred entry apprentices as early as possible in the Project. The provisions of this agreement will include Preferred Entry qualified applicants hired from Local Pre Apprenticeship Training Programs. To give preferred entry apprentices an opportunity to become established in their apprenticeship training, Contractors are required to provide a minimum of 700 hours of work, after hiring, unless terminated for cause. Contractors will provide a minimum of 700 hours of work for all preferred entry apprentices.
    - (4) See Section 00800, CWA 11.5 Par 5 If preferred entry apprentices are available, proceed with the hiring process and provide appropriate documentation to King County.

**D. Failure to Comply with the Apprenticeship Requirements.**

1. Unless otherwise determined by the Administrator, in accordance with the standards established in King County Code 12.16.150-180, failure by a Contractor to comply with the Apprenticeship Program requirements shall be deemed a breach of Contract for which the County shall be entitled to all remedies allowed by law and under this contract. In the event the Contractor and/or its subcontractors fail to comply with the Apprenticeship Program requirements, King County may withhold progress payments, assess liquidated damages, and seek any other remedy allowed by law. Failure to comply with the apprenticeship utilization requirements may be considered evidence bearing on a contractor's qualification for award of future Contracts. The Contractor may be debarred from being awarded King County contracts for a period not to exceed two years from the date of the Notice of Completion and Final Acceptance of this contract. The debarment procedures shall ensue as specified in King County Code 12.16.115. The following shall be considered in any debarment proceedings:
  - a. The Contractor's degree of compliance with the apprenticeship requirements of current and previous King County contracts.
  - b. The Contractor's Best Efforts to meet the apprenticeship requirement.
  - c. The Contractor's contacts with approved apprenticeship training programs, such as ANEW, Apprenticeship Opportunities Project, the Seattle Vocational Institute, Youthbuild, Helmets to Hardhats and the Washington State Apprenticeship and Training Council.
  - d. Neither the provisions of any collective bargaining agreement, nor the failure by a labor union or referral agency with whom the contractor or subcontractor have a collective bargaining agreement, to refer workers shall excuse the contractor's obligation to comply with the Apprentice requirements established for this contract in accordance with King County Code 12.16.150-180.

**E. Liquidated Damages.** This Contract hereby incorporates by reference King County Code 12.16 150-180 (King County Apprenticeship Program). The unexcused failure of the Contractor or any subcontractor to comply with any of the requirements of K.C.C. 12.16 150-180 shall be a breach of contract. The purpose of King County's Apprenticeship Program is to provide the region with a well-trained work force. King County in general, and its Apprenticeship Program in particular, are damaged when Apprentice participation and training does not occur at the required levels. Because the actual amount of such damage is not reasonably calculable, the parties agree and stipulate that liquidated damages equal to the prevailing wage rate, including benefits, for 1<sup>st</sup> year general laborer Apprentice at the time of contract execution shall exist, for every short fall hour of Apprentice participation, as provided in Section 00700. This will fairly compensate King County for resulting delays in carrying out the purpose of the Apprenticeship Program, the costs of meeting utilization Requirements through additional contracts, the administrative costs of investigation and enforcement, and other damages and costs caused by the violation. The following example is for informational purposes only:

For this example assume the labor rate is \$20.98

Total labor hours subject the apprenticeship requirement 10,000

Total labor hours to meet the apprenticeship requirement 1,500 (10,000 X 15% = 1,500)

Actual Apprentice hours reported: 1,000.

Shortfall in Apprentice hours: 500

Liquidated damages: \$10,490.00 (500 hours X \$20.98 = \$10,490.00)

## **1.09 ENVIRONMENTAL PROTECTION AGENCY REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS**

### **A. Equal Employment Opportunity ("EEO")**

1. The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
2. Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

### **B. Equal Opportunity Clause (41 CFR part 60-1.4(b))**

1. During the performance of this Contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action 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 apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
  - c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County, EPA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and

such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include this nondiscrimination clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County or EPA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County or EPA, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**C. Federal Equal Employment Opportunity Construction Contract Specifications  
(Executive Order 11246 and 41 CFR part 60-4.3)**

1. As used in paragraph 1.08 of this Section:
  - a. **"Covered Area"** means the geographical area described in the solicitation from which this Contract resulted.
  - b. **"Director"** means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
  - c. **"Employer Identification Number"** means the Federal social security number used on the employer's quarterly Federal tax return, U. S. Treasury Form 941.
  - d. **"Minority"** includes:
    - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any time, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of section Equal Employment Opportunity -- Nondiscrimination and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a hometown plan approved by the U. S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on work in the plan area (including goals and timetables) shall be in accordance with that

plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such hometown plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's failure to make good faith efforts to achieve the plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided below in Subparagraph 7, items a through p, of this Paragraph. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Federal Contract Compliance Program office or from Federal Procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under this Paragraph, Executive Orders 11246 and 11375, nor the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these requirements shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority and female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions

have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral service from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area, which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under item 2 above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these requirements with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or training by any recruitment source, the Contractor shall send written

notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these requirements are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations set forth in Subparagraph 7, items a through p, above. The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Subparagraph 7, items a through p, above of these requirements, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goal for women generally, the Contractor may be in

violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables for affirmative action to discriminate against any person because of race, color, religion, sex, age, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246, as amended by Executive Order 11375.
12. The Contractor shall carry out such sanctions and penalties for violation of these requirements and of the equal employment opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these requirements and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these requirements, shall implement specific affirmative action steps, at least as extensive as those standards prescribed above, to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions herein as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractor shall not be required to maintain separate records.
15. Nothing herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**D. Segregated Facilities (41 CFR part 60-1.8)**

1. The contractor shall ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas,

restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

**E. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)**

**1. EEO Goals**

- a. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<u>Timetable</u>	<u>Goals for Minority Participation for Each Trade (%)</u>	<u>Goals for Female Participation for Each Trade (%)</u>
Until further notice	7.25	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. As used in this Contract, 'covered area' is defined as Seattle, King County, Washington.

- b. The Contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals for the geographical area where the Contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

**END OF SECTION**

**SECTION 00130  
WAGE RATES**

**FEDERAL WAGE DETERMINATIONS ESTABLISHED BY THE DEPARTMENT OF LABOR  
FOR THE STATE OF WASHINGTON**

**AND**

**PREVAILING MINIMUM HOURLY WAGE RATES ESTABLISHED BY THE WASHINGTON  
STATE DEPARTMENT OF LABOR AND INDUSTRIES**

1. The following pages contain BOTH the federal wage determinations as well as the Washington State Prevailing wage rates.
2. In the event of a difference between federal and state rates and requirements, the Contractor shall pay the higher rate(s) and the cost of such compliance shall be deemed included in the Contract Price.
3. Any questions regarding the applicable wage determinations should be addressed to: Administrator of the Wage and Hour Division, Branch of Construction Contract Wage Determination, Employment Standards Administration, Washington, D.C. 20210.
4. Refer to the Supplemental Terms and Conditions, Section 00800 for additional information.
5. In accordance with Section 00700, the Contractor shall indemnify and hold King County harmless from any claims related to the payment or non-payment of such wages by the Contractor.

**Obtain Davis Bacon rates at the hyperlink: <http://www.wdol.gov/dba.aspx>**

**END OF SECTION**

General Decision Number: WA170095 09/15/2017 WA95

Superseded General Decision Number: WA20160095

State: Washington

Construction Type: Heavy

including water and sewer line construction

County: King County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date

0	01/06/2017
1	02/03/2017
2	02/17/2017
3	03/03/2017
4	06/02/2017
5	06/16/2017
6	09/01/2017
7	09/15/2017

\* ASBE0007-001 06/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST		
INSULATOR (Pipe and Duct		
Insulation).....	\$ 50.56	17.37

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CARP0770-030 06/01/2016

	Rates	Fringes
CARPENTER (Including Formwork)...	\$ 40.92	14.59
MILLWRIGHT.....	\$ 42.42	14.59
PILEDRIVERMAN.....	\$ 41.17	14.59

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL  
CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIERS

Hourly Zone Pay shall be paid on jobs located outside of the  
free zone computed from the city center of the following  
listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT

AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall,  
Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles     Free

26-45 radius miles     \$ .70/hour

Over 45 radius miles     \$1.50/hour

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ELEC0046-006 02/06/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 47.56	3%+19.31

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ELEC0077-001 02/01/2013

	Rates	Fringes
Line Construction:		
LINEMEN.....	\$ 45.62	4%+12.90

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ENGI0302-026 06/01/2017

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 41.90	19.20
Group 1AA.....	\$ 42.52	19.20
Group 1AAA.....	\$ 43.13	19.20
Group 1.....	\$ 41.29	19.20
Group 2.....	\$ 40.76	19.20
Group 3.....	\$ 40.29	19.20
Group 4.....	\$ 37.70	19.20

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent,  
Mount Vernon, Port Angeles, Port Townsend, Seattle,  
Shelton, Wenatchee, Yakima

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom  
(including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom  
(including jib with attachments); Tower crane over 175 ft in  
height, base to boom; Excavator/Trackhoe: Over 90 metric  
tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom  
(including jib with attachments); Crane-overhead, bridge  
type, 100 tons and over; Tower crane up to 175 ft in height  
base to boom; Loaders-overhead, 8 yards and over;  
excavator/Trackhoe: over 50 metric tons to 90 metric tons;  
Backhoe- 6 yards and over with attachments

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom  
(including jib with attachments); Crane-overhead, bridge  
type, 45 tons thru 99 tons; Derricks on building work;  
Excavator/Trackhoe: over 30 metric tons to 50 metric tons;  
Loader- overhead 6 yards to, but not including 8 yards;  
Dozer D-10; Screedman; Scrapers: 45 yards and over;  
Grader/Blade; Paver

GROUP 2 - Cranes, 20 tons thru 44 tons with  
attachments; Crane-overhead, bridge type-20 tons through 44  
tons; Drilling machine; Excavator/Trackhoe: 15 to 30 metric  
tons; Horizontal/directional drill operator;  
Loaders-overhead under 6 yards; Crane Oiler-100 Tons and  
Over; Scraper: under 45 tons; Backhoe- 3 yards and under;

Mechanic; Piledriver; Boring Machine

GROUP 3 - Cranes-thru 19 tons with attachments;A-frame crane  
over 10 tons; Dozers-D-9 and under; Motor patrol  
grader-nonfinishing; Roller-Plant Mix; Crane Oiler under  
100 tons; Excavator/Trackhoe: under 15 metric tons; Service  
Oiler; Conveyors; Backhoe 75 hp and under; Boom Truck over  
10 tons

GROUP 4 - Cranes-A frame-10 tons and under; Roller-other than  
plant mix; Rigger/Bellman; Grade Checker; Drill Assistant;  
Boom Truck 10 tons and under

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IRON0086-010 07/01/2016

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 40.52	24.71

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LABO0440-002 06/01/2017

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 28.45	10.99
GROUP 3.....	\$ 35.54	10.99
GROUP 4.....	\$ 36.41	10.99
GROUP 5.....	\$ 36.99	10.99

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,  
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.

TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective

city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

## LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: General Laborer; Mason Tender-Cement/Concrete; Form Stripping; Sign Erector/Installer

GROUP 4: Grade Checker; Pipe Layer; Handheld Drill; High Scaler; Jackhammer

GROUP 5: Mason Tender-Brick

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PAIN0005-008 07/01/2015

	Rates	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 23.05	10.85

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PLAS0528-004 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 40.52	16.54

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PLUM0032-011 01/01/2017

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 53.06	23.03

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\* TEAM0174-003 01/01/2017

	Rates	Fringes
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Truck drivers:

ZONE A:

GROUP 1:.....	\$ 33.29	18.57
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GROUP 2:.....\$ 34.13          18.57

ZONE B (25-45 miles from center of listed cities\*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities\*): Add \$1.00 per hour to Zone A rates.

\*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM    CENTRALIA    RAYMOND    OLYMPIA  
EVERETT    SHELTON    ANACORTES    BELLEVUE  
SEATTLE    PORT ANGELES    MT. VERNON    KENT  
TACOMA    PORT TOWNSEND    ABERDEEN    BREMERTON

#### TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment.; Water Truck-3,000 gallons and over; Semi-Trailer Truck

GROUP 2 - Dump trucks, side, end and bottom dump, including  
semi-trucks and trains or combinations thereof with less  
than 16 yards capacity; Water Truck- less than 3,000 gallons

#### HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as

Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully- encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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SUWA2009-061 08/07/2009

Rates          Fringes

LABORER: Landscape &

Irrigation.....\$ 8.77          1.80

OPERATOR: Asphalt Plant.....\$ 34.14          0.68

OPERATOR: Bobcat/Skid

Steer/Skid Loader.....\$ 10.63          0.00

OPERATOR: Broom/Sweeper.....\$ 30.39	3.77
OPERATOR: Forklift.....\$ 28.03	7.28
OPERATOR: Power Shovel.....\$ 25.12	7.83
TRUCK DRIVER: Flatbed Truck.....\$ 22.74	6.29
TRUCK DRIVER: Lowboy Truck.....\$ 22.89	5.72

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:  
Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:  
Wage and Hour Administrator

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**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.

Prevailing Wage Rates published on: 8/1/2017  
**Effective Date: 8/31/2017**

Trade	Job Classification	Wage	Holiday	Overtime	Note
Asbestos Abatement Workers	Journey Level	\$46.57	<u>5D</u>	<u>1H</u>	
Boilermakers	Journey Level	\$64.54	<u>5N</u>	<u>1C</u>	
Brick Mason	Journey Level	\$55.82	<u>5A</u>	<u>1M</u>	
Brick Mason	Pointer-Caulker-Cleaner	\$55.82	<u>5A</u>	<u>1M</u>	
Building Service Employees	Janitor	\$23.73	<u>5S</u>	<u>2F</u>	
Building Service Employees	Traveling Waxer/Shampooer	\$24.18	<u>5S</u>	<u>2F</u>	
Building Service Employees	Window Cleaner (Non-Scaffold)	\$27.23	<u>5S</u>	<u>2F</u>	
Building Service Employees	Window Cleaner (Scaffold)	\$28.13	<u>5S</u>	<u>2F</u>	
Cabinet Makers (In Shop)	Journey Level	\$22.74		<u>1</u>	
Carpenters	Acoustical Worker	\$57.18	<u>5D</u>	<u>4C</u>	
Carpenters	Bridge, Dock And Wharf Carpenters	\$57.18	<u>5D</u>	<u>4C</u>	
Carpenters	Carpenter	\$57.18	<u>5D</u>	<u>4C</u>	
Carpenters	Carpenters on Stationary Tools	\$57.31	<u>5D</u>	<u>4C</u>	
Carpenters	Creosoted Material	\$57.28	<u>5D</u>	<u>4C</u>	
Carpenters	Floor Finisher	\$57.18	<u>5D</u>	<u>4C</u>	
Carpenters	Floor Layer	\$57.18	<u>5D</u>	<u>4C</u>	
Carpenters	Scaffold Erector	\$57.18	<u>5D</u>	<u>4C</u>	
Cement Masons	Journey Level	\$55.56	<u>7A</u>	<u>1M</u>	
Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$110.54	<u>5D</u>	<u>4C</u>	
Divers & Tenders	Dive Supervisor/Master	\$72.97	<u>5D</u>	<u>4C</u>	
Divers & Tenders	Diver	\$110.54	<u>5D</u>	<u>4C</u>	<u>8V</u>
Divers & Tenders	Diver On Standby	\$67.97	<u>5D</u>	<u>4C</u>	
Divers & Tenders	Diver Tender	\$61.65	<u>5D</u>	<u>4C</u>	
Divers & Tenders	Manifold Operator	\$61.65	<u>5D</u>	<u>4C</u>	
Divers & Tenders	Manifold Operator Mixed Gas	\$66.65	<u>5D</u>	<u>4C</u>	
Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$61.65	<u>5D</u>	<u>4C</u>	
Divers & Tenders	Remote Operated Vehicle Tender	\$57.43	<u>5A</u>	<u>4C</u>	
Dredge Workers	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>	
Dredge Workers	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>	
Dredge Workers	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>	
Dredge Workers	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>	
Dredge Workers	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>	
Dredge Workers	Mates	\$56.44	<u>5D</u>	<u>3F</u>	

Trade	Job Classification	Wage	Holiday	Overtime	Note
Dredge Workers	Oiler	\$56.00	<u>5D</u>	<u>3F</u>	
Drywall Applicator	Journey Level	\$56.78	<u>5D</u>	<u>1H</u>	
Drywall Tapers	Journey Level	\$57.43	<u>5P</u>	<u>1E</u>	
Electrical Fixture Maintenance Workers	Journey Level	\$27.99	<u>5L</u>	<u>1E</u>	
Electricians - Inside	Cable Splicer	\$73.20	<u>7C</u>	<u>4E</u>	
Electricians - Inside	Cable Splicer (tunnel)	\$78.59	<u>7C</u>	<u>4E</u>	
Electricians - Inside	Certified Welder	\$70.75	<u>7C</u>	<u>4E</u>	
Electricians - Inside	Certified Welder (tunnel)	\$75.89	<u>7C</u>	<u>4E</u>	
Electricians - Inside	Construction Stock Person	\$38.69	<u>7C</u>	<u>4E</u>	
Electricians - Inside	Journey Level	\$68.30	<u>7C</u>	<u>4E</u>	
Electricians - Inside	Journey Level (tunnel)	\$73.20	<u>7C</u>	<u>4E</u>	
Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>	
Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>	
Electricians - Powerline Construction	Cable Splicer	\$73.93	<u>5A</u>	<u>4D</u>	
Electricians - Powerline Construction	Certified Line Welder	\$67.60	<u>5A</u>	<u>4D</u>	
Electricians - Powerline Construction	Groundperson	\$45.49	<u>5A</u>	<u>4D</u>	
Electricians - Powerline Construction	Heavy Line Equipment Operator	\$67.60	<u>5A</u>	<u>4D</u>	
Electricians - Powerline Construction	Journey Level Lineperson	\$67.60	<u>5A</u>	<u>4D</u>	
Electricians - Powerline Construction	Line Equipment Operator	\$57.02	<u>5A</u>	<u>4D</u>	
Electricians - Powerline Construction	Pole Sprayer	\$67.60	<u>5A</u>	<u>4D</u>	
Electricians - Powerline Construction	Powderperson	\$50.76	<u>5A</u>	<u>4D</u>	
Electronic Technicians	Journey Level	\$31.00		<u>1</u>	
Elevator Constructors	Mechanic	\$90.39	<u>7D</u>	<u>4A</u>	
Elevator Constructors	Mechanic In Charge	\$100.22	<u>7D</u>	<u>4A</u>	
Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$17.20	<u>5B</u>	<u>1R</u>	
Fence Erectors	Fence Erector	\$15.18		<u>1</u>	
Flaggers	Journey Level	\$39.48	<u>7A</u>	<u>3I</u>	
Glaziers	Journey Level	\$60.56	<u>7L</u>	<u>1Y</u>	
Heat & Frost Insulators And Asbestos Workers	Journeyman	\$67.93	<u>5J</u>	<u>4H</u>	
Heating Equipment Mechanics	Journey Level	\$78.17	<u>7F</u>	<u>1E</u>	
Hod Carriers & Mason Tenders	Journey Level	\$48.02	<u>7A</u>	<u>3I</u>	
Industrial Power Vacuum Cleaner	Journey Level	\$11.00		<u>1</u>	
Inland Boatmen	Boat Operator	\$59.86	<u>5B</u>	<u>1K</u>	
Inland Boatmen	Cook	\$56.18	<u>5B</u>	<u>1K</u>	
Inland Boatmen	Deckhand	\$56.18	<u>5B</u>	<u>1K</u>	
Inland Boatmen	Deckhand Engineer	\$57.26	<u>5B</u>	<u>1K</u>	
Inland Boatmen	Launch Operator	\$58.59	<u>5B</u>	<u>1K</u>	
Inland Boatmen	Mate	\$58.59	<u>5B</u>	<u>1K</u>	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$31.49		<u>1</u>	

Trade	Job Classification	Wage	Holiday	Overtime	Note
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.48		<u>1</u>	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$24.91		<u>1</u>	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$19.33		<u>1</u>	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$20.45		<u>1</u>	
Insulation Applicators	Journey Level	\$57.18	<u>5D</u>	<u>4C</u>	
Ironworkers	Journeyman	\$66.68	<u>7N</u>	<u>10</u>	
Laborers	Air, Gas Or Electric Vibrating Screed	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Airtrac Drill Operator	\$48.02	<u>7A</u>	<u>3I</u>	
Laborers	Ballast Regular Machine	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Batch Weighman	\$39.48	<u>7A</u>	<u>3I</u>	
Laborers	Brick Pavers	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Brush Cutter	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Brush Hog Feeder	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Burner	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Caisson Worker	\$48.02	<u>7A</u>	<u>3I</u>	
Laborers	Carpenter Tender	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Caulker	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Cement Dumper-paving	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Cement Finisher Tender	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Change House Or Dry Shack	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Chipping Gun (under 30 Lbs.)	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Chipping Gun(30 Lbs. And Over)	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Choker Setter	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Chuck Tender	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Clary Power Spreader	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Clean-up Laborer	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Concrete Dumper/chute Operator	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Concrete Form Stripper	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Concrete Placement Crew	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Concrete Saw Operator/core Driller	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Crusher Feeder	\$39.48	<u>7A</u>	<u>3I</u>	
Laborers	Curing Laborer	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Demolition: Wrecking & Moving (incl. Charred Material)	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Ditch Digger	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Diver	\$48.02	<u>7A</u>	<u>3I</u>	
Laborers	Drill Operator (hydraulic,diamond)	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Dry Stack Walls	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Dump Person	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Epoxy Technician	\$46.57	<u>7A</u>	<u>3I</u>	

Trade	Job Classification	Wage	Holiday	Overtime	Note
Laborers	Erosion Control Worker	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Faller & Bucker Chain Saw	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Fine Graders	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Firewatch	\$39.48	<u>7A</u>	<u>3I</u>	
Laborers	Form Setter	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Gabian Basket Builders	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	General Laborer	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Grade Checker & Transit Person	\$48.02	<u>7A</u>	<u>3I</u>	
Laborers	Grinders	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Grout Machine Tender	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Groutmen (pressure)including Post Tension Beams	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Guardrail Erector	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Hazardous Waste Worker (level A)	\$48.02	<u>7A</u>	<u>3I</u>	
Laborers	Hazardous Waste Worker (level B)	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Hazardous Waste Worker (level C)	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	High Scaler	\$48.02	<u>7A</u>	<u>3I</u>	
Laborers	Jackhammer	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Laserbeam Operator	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Maintenance Person	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Manhole Builder-mudman	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Material Yard Person	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Motorman-dinky Locomotive	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunit, Shotcrete, Water Bla	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Pavement Breaker	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Pilot Car	\$39.48	<u>7A</u>	<u>3I</u>	
Laborers	Pipe Layer Lead	\$48.02	<u>7A</u>	<u>3I</u>	
Laborers	Pipe Layer/tailor	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Pipe Pot Tender	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Pipe Reliner	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Pipe Wrapper	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Pot Tender	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Powderman	\$48.02	<u>7A</u>	<u>3I</u>	
Laborers	Powderman's Helper	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Power Jacks	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Railroad Spike Puller - Power	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Raker - Asphalt	\$48.02	<u>7A</u>	<u>3I</u>	
Laborers	Re-timberman	\$48.02	<u>7A</u>	<u>3I</u>	
Laborers	Remote Equipment Operator	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Rigger/signal Person	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Rip Rap Person	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Rivet Buster	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Rodder	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Scaffold Erector	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Scale Person	\$46.57	<u>7A</u>	<u>3I</u>	

Trade	Job Classification	Wage	Holiday	Overtime	Note
Laborers	Sloper (over 20")	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Sloper Sprayer	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Spreader (concrete)	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Stake Hopper	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Stock Piler	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Tamper (multiple & Self-propelled)	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Timber Person - Sewer (lagger, Shorer & Cribber)	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Toolroom Person (at Jobsite)	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Topper	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Track Laborer	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Track Liner (power)	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Traffic Control Laborer	\$42.22	<u>7A</u>	<u>3I</u>	<u>8R</u>
Laborers	Traffic Control Supervisor	\$42.22	<u>7A</u>	<u>3I</u>	<u>8R</u>
Laborers	Truck Spotter	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Tugger Operator	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$92.60	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$97.63	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$101.31	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$107.01	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$109.13	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$114.23	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$116.13	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$118.13	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$120.13	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Laborers	Tunnel Work-Guage and Lock Tender	\$48.12	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Laborers	Tunnel Work-Miner	\$48.12	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Laborers	Vibrator	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Vinyl Seamer	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers	Watchman	\$35.88	<u>7A</u>	<u>3I</u>	
Laborers	Welder	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Well Point Laborer	\$47.44	<u>7A</u>	<u>3I</u>	
Laborers	Window Washer/cleaner	\$35.88	<u>7A</u>	<u>3I</u>	
Laborers - Underground Sewer & Water	General Laborer & Topman	\$46.57	<u>7A</u>	<u>3I</u>	
Laborers - Underground Sewer & Water	Pipe Layer	\$47.44	<u>7A</u>	<u>3I</u>	
Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$13.56		<u>1</u>	

Trade	Job Classification	Wage	Holiday	Overtime	Note
Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$28.17		<u>1</u>	
Landscape Construction	Landscaping or Planting Laborers	\$17.87		<u>1</u>	
Lathers	Journey Level	\$56.78	<u>5D</u>	<u>1H</u>	
Marble Setters	Journey Level	\$55.82	<u>5A</u>	<u>1M</u>	
Metal Fabrication (In Shop)	Fitter	\$15.86		<u>1</u>	
Metal Fabrication (In Shop)	Laborer	\$11.00		<u>1</u>	
Metal Fabrication (In Shop)	Machine Operator	\$13.04		<u>1</u>	
Metal Fabrication (In Shop)	Painter	\$11.10		<u>1</u>	
Metal Fabrication (In Shop)	Welder	\$15.48		<u>1</u>	
Millwright	Journey Level	\$58.68	<u>5D</u>	<u>4C</u>	
Modular Buildings	Cabinet Assembly	\$11.56		<u>1</u>	
Modular Buildings	Electrician	\$11.56		<u>1</u>	
Modular Buildings	Equipment Maintenance	\$11.56		<u>1</u>	
Modular Buildings	Plumber	\$11.56		<u>1</u>	
Modular Buildings	Production Worker	\$11.00		<u>1</u>	
Modular Buildings	Tool Maintenance	\$11.56		<u>1</u>	
Modular Buildings	Utility Person	\$11.56		<u>1</u>	
Modular Buildings	Welder	\$11.56		<u>1</u>	
Painters	Journey Level	\$41.60	<u>6Z</u>	<u>2B</u>	
Pile Driver	Crew Tender	\$52.37	<u>5D</u>	<u>4C</u>	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$71.35	<u>5D</u>	<u>4C</u>	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$76.35	<u>5D</u>	<u>4C</u>	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$80.35	<u>5D</u>	<u>4C</u>	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$85.35	<u>5D</u>	<u>4C</u>	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$87.85	<u>5D</u>	<u>4C</u>	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$92.85	<u>5D</u>	<u>4C</u>	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$94.85	<u>5D</u>	<u>4C</u>	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$96.85	<u>5D</u>	<u>4C</u>	
Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$98.85	<u>5D</u>	<u>4C</u>	
Pile Driver	Journey Level	\$57.43	<u>5D</u>	<u>4C</u>	
Plasterers	Journey Level	\$53.20	<u>7Q</u>	<u>1R</u>	
Playground & Park Equipment Installers	Journey Level	\$11.00		<u>1</u>	
Plumbers & Pipefitters	Journey Level	\$79.69	<u>6Z</u>	<u>1G</u>	
Power Equipment Operators	Asphalt Plant Operators	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Assistant Engineer	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Barrier Machine (zipper)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Batch Plant Operator, Concrete	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Bobcat	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Brokk - Remote Demolition Equipment	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>

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

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

Trade	Job Classification	Wage	Holiday	Overtime	Note
Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Rigger And Bellman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Rollagon	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Roller, Other Than Plant Mix	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Roto-mill, Roto-grinder	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Saws - Concrete	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Scrapers - Concrete & Carry All	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Service Engineers - Equipment	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Shotcrete/gunite Equipment	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Slipform Pavers	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Spreader, Toppers & Screedman	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Subgrader Trimmer	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Tower Bucket Elevators	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Transporters, All Track Or Truck Type	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Trenching Machines	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Truck Mount Portable Conveyor	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Welder	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Wheel Tractors, Farmall Type	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators	Yo Yo Pay Dozer	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>

Trade	Job Classification	Wage	Holiday	Overtime	Note
Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Bobcat	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Brooms	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Cableways	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Chipper	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Compressor	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine -laser Screed	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Conveyors	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>

Trade	Job Classification	Wage	Holiday	Overtime	Note
Power Equipment Operators-Underground Sewer & Water	Crusher	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Gradechecker/stakeman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Locator	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Operator	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom Trucks Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Under	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>

Trade	Job Classification	Wage	Holiday	Overtime	Note
Power Equipment Operators-Underground Sewer & Water	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Power Plant	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Rigger And Bellman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Rollagon	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>

Trade	Job Classification	Wage	Holiday	Overtime	Note
Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Service Engineers - Equipment	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Shotcrete/gunite Equipment	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Welder	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Power Line Clearance Tree Trimmers	Journey Level In Charge	\$48.54	<u>5A</u>	<u>4A</u>	
Power Line Clearance Tree Trimmers	Spray Person	\$46.03	<u>5A</u>	<u>4A</u>	
Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$48.54	<u>5A</u>	<u>4A</u>	

Trade	Job Classification	Wage	Holiday	Overtime	Note
Power Line Clearance Tree Trimmers	Tree Trimmer	\$43.32	<u>5A</u>	<u>4A</u>	
Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$32.68	<u>5A</u>	<u>4A</u>	
Refrigeration & Air Conditioning Mechanics	Journey Level	\$75.36	<u>6Z</u>	<u>1G</u>	
Residential Brick Mason	Journey Level	\$55.82	<u>5A</u>	<u>1M</u>	
Residential Carpenters	Journey Level	\$28.20		<u>1</u>	
Residential Cement Masons	Journey Level	\$22.64		<u>1</u>	
Residential Drywall Applicators	Journey Level	\$42.86	<u>5D</u>	<u>4C</u>	
Residential Drywall Tapers	Journey Level	\$57.43	<u>5P</u>	<u>1E</u>	
Residential Electricians	Journey Level	\$30.44		<u>1</u>	
Residential Glaziers	Journey Level	\$40.25	<u>7L</u>	<u>1H</u>	
Residential Insulation Applicators	Journey Level	\$26.28		<u>1</u>	
Residential Laborers	Journey Level	\$23.03		<u>1</u>	
Residential Marble Setters	Journey Level	\$24.09		<u>1</u>	
Residential Painters	Journey Level	\$24.46		<u>1</u>	
Residential Plumbers & Pipefitters	Journey Level	\$34.69		<u>1</u>	
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$75.36	<u>6Z</u>	<u>1G</u>	
Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$44.56	<u>7F</u>	<u>1R</u>	
Residential Soft Floor Layers	Journey Level	\$47.61	<u>5A</u>	<u>3D</u>	
Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$44.98	<u>5C</u>	<u>2R</u>	
Residential Stone Masons	Journey Level	\$55.82	<u>5A</u>	<u>1M</u>	
Residential Terrazzo Workers	Journey Level	\$51.36	<u>5A</u>	<u>1M</u>	
Residential Terrazzo/Tile Finishers	Journey Level	\$21.46		<u>1</u>	
Residential Tile Setters	Journey Level	\$20.00		<u>1</u>	
Roofers	Journey Level	\$49.27	<u>5A</u>	<u>3H</u>	
Roofers	Using Irritable Bituminous Materials	\$52.27	<u>5A</u>	<u>3H</u>	
Sheet Metal Workers	Journey Level (Field or Shop)	\$78.17	<u>7F</u>	<u>1E</u>	
Shipbuilding & Ship Repair	Boilermaker	\$43.31	<u>7M</u>	<u>1H</u>	
Shipbuilding & Ship Repair	Carpenter	\$41.06	<u>7T</u>	<u>2B</u>	
Shipbuilding & Ship Repair	Electrician	\$42.07	<u>7T</u>	<u>4B</u>	
Shipbuilding & Ship Repair	Heat & Frost Insulator	\$67.93	<u>5J</u>	<u>4H</u>	
Shipbuilding & Ship Repair	Laborer	\$41.99	<u>7T</u>	<u>4B</u>	
Shipbuilding & Ship Repair	Machinist	\$42.00	<u>7T</u>	<u>4B</u>	
Shipbuilding & Ship Repair	Operator	\$41.95	<u>7T</u>	<u>4B</u>	
Shipbuilding & Ship Repair	Painter	\$42.00	<u>7T</u>	<u>4B</u>	
Shipbuilding & Ship Repair	Pipefitter	\$41.96	<u>7T</u>	<u>4B</u>	
Shipbuilding & Ship Repair	Rigger	\$42.05	<u>7T</u>	<u>4B</u>	
Shipbuilding & Ship Repair	Sheet Metal	\$41.98	<u>7T</u>	<u>4B</u>	
Shipbuilding & Ship Repair	Shipfitter	\$42.05	<u>7T</u>	<u>4B</u>	
Shipbuilding & Ship Repair	Trucker	\$41.91	<u>7T</u>	<u>4B</u>	
Shipbuilding & Ship Repair	Warehouse	\$41.94	<u>7T</u>	<u>4B</u>	
Shipbuilding & Ship Repair	Welder/Burner	\$42.05	<u>7T</u>	<u>4B</u>	
Sign Makers & Installers (Electrical)	Sign Installer	\$22.92		<u>1</u>	

Trade	Job Classification	Wage	Holiday	Overtime	Note
Sign Makers & Installers (Electrical)	Sign Maker	\$21.36		<u>1</u>	
Sign Makers & Installers (Non-Electrical)	Sign Installer	\$27.28		<u>1</u>	
Sign Makers & Installers (Non-Electrical)	Sign Maker	\$33.25		<u>1</u>	
Soft Floor Layers	Journey Level	\$47.61	<u>5A</u>	<u>3D</u>	
Solar Controls For Windows	Journey Level	\$12.44		<u>1</u>	
Sprinkler Fitters (Fire Protection)	Journey Level	\$74.49	<u>5C</u>	<u>1X</u>	
Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		<u>1</u>	
Stone Masons	Journey Level	\$55.82	<u>5A</u>	<u>1M</u>	
Street And Parking Lot Sweeper Workers	Journey Level	\$19.09		<u>1</u>	
Surveyors	Assistant Construction Site Surveyor	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Surveyors	Chainman	\$58.93	<u>7A</u>	<u>3C</u>	<u>8P</u>
Surveyors	Construction Site Surveyor	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Telecommunication Technicians	Journey Level	\$22.76		<u>1</u>	
Telephone Line Construction - Outside	Cable Splicer	\$38.84	<u>5A</u>	<u>2B</u>	
Telephone Line Construction - Outside	Hole Digger/Ground Person	\$21.45	<u>5A</u>	<u>2B</u>	
Telephone Line Construction - Outside	Installer (Repairer)	\$37.21	<u>5A</u>	<u>2B</u>	
Telephone Line Construction - Outside	Special Apparatus Installer I	\$38.84	<u>5A</u>	<u>2B</u>	
Telephone Line Construction - Outside	Special Apparatus Installer II	\$38.03	<u>5A</u>	<u>2B</u>	
Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$38.84	<u>5A</u>	<u>2B</u>	
Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$36.09	<u>5A</u>	<u>2B</u>	
Telephone Line Construction - Outside	Telephone Lineperson	\$36.09	<u>5A</u>	<u>2B</u>	
Telephone Line Construction - Outside	Television Groundperson	\$20.33	<u>5A</u>	<u>2B</u>	
Telephone Line Construction - Outside	Television Lineperson/Installer	\$27.21	<u>5A</u>	<u>2B</u>	
Telephone Line Construction - Outside	Television System Technician	\$32.55	<u>5A</u>	<u>2B</u>	
Telephone Line Construction - Outside	Television Technician	\$29.18	<u>5A</u>	<u>2B</u>	
Telephone Line Construction - Outside	Tree Trimmer	\$36.09	<u>5A</u>	<u>2B</u>	
Terrazzo Workers	Journey Level	\$51.36	<u>5A</u>	<u>1M</u>	
Tile Setters	Journey Level	\$51.36	<u>5A</u>	<u>1M</u>	
Tile, Marble & Terrazzo Finishers	Finisher	\$42.19	<u>5A</u>	<u>1B</u>	
Traffic Control Stripers	Journey Level	\$44.93	<u>7A</u>	<u>1K</u>	
Truck Drivers	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$52.70	<u>5D</u>	<u>3A</u>	<u>8L</u>
Truck Drivers	Asphalt Mix To 16 Yards (W. WA-Joint Council 28)	\$51.86	<u>5D</u>	<u>3A</u>	<u>8L</u>

Trade	Job Classification	Wage	Holiday	Overtime	Note
Truck Drivers	Dump Truck & Trailer	\$52.70	<u>5D</u>	<u>3A</u>	<u>8L</u>
Truck Drivers	Dump Truck (W. WA-Joint Council 28)	\$51.86	<u>5D</u>	<u>3A</u>	<u>8L</u>
Truck Drivers	Other Trucks (W. WA-Joint Council 28)	\$52.70	<u>5D</u>	<u>3A</u>	<u>8L</u>
Truck Drivers	Transit Mixer	\$43.23		<u>1</u>	
Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		<u>1</u>	
Well Drillers & Irrigation Pump Installers	Oiler	\$12.97		<u>1</u>	
Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>	

# 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.

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Prevailing Wage Rates published on: 9/19/2017

**Effective Date: 10/19/2017**

Trade	Corrected Job Classification	Corrected Wage	Incorrect Job Classification	Incorrect Wage
Cement Masons	Journey Level	\$57.21	Journey Level	\$55.56
Plasterers	Journey Level	\$54.89	Journey Level	\$53.20

## Benefit Code Key – Effective 8/31/2017 thru 3/2/2018

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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.
  - D. 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 15% over the hourly rate of wage. All other hours worked after 6:00 am 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.
  - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
  - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
  - I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
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.

- 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.

**Holiday Codes**

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

**Holiday Codes Continued**

5. D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).

**Holiday Codes Continued**

6. 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.

**Holiday Codes Continued**

7. 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.
- 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.

**Holiday Codes Continued**

- 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.

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

**Note Codes Continued**

8. 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'.

**SECTION 00300  
FORM OF BID**

Deliver to: King County Procurement & Payables Section  
M.S. CNK-ES-0340  
401 Fifth Avenue, 3<sup>rd</sup> 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: **GEORGETOWN WET WEATHER TREATMENT STATION - OUTFALL, CONTRACT C01072C17.**

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.

**BID PRICE**

The bid price shall include everything necessary for the prosecution and completion of the work and fulfillment of the Contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendents, labor and services, and field design, except as may be provided otherwise in the Contract Documents.

A Lump Sum Price shall be offered for each Bid Item; failure to do so shall render the Bid non-responsive. All prices shall be in legible figures written in ink or typed. Lump sum bid items shall be stated in United States of America dollars and cents omitting digits more than two places to

the right of the decimal point (e.g. \$720.74). The Bidder is required to complete the Bidding Schedule; failure to do so will render the bid non-responsive.

The work of each Bid Item in the following Bidding Schedule is specified or shown in the Contract Documents and described further in Section 01025, Measurement and Payment.

Having carefully examined the Contract Documents, 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 set forth in the Bidding Schedule.

### **BIDDING SCHEDULE**

The bidder is to provide the 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.

**Trench Excavation Safety System:** For lump sum prices the bidder shall provide, for trench excavations that exceed four feet, protective systems, including shoring, shielding, and support systems as defined in WAC 296-155-657, conforming to the requirements of RCW 39.04.180 (Trench Excavations – Safety systems required), Chapter 49.17 RCW (Washington Industrial Safety and Health Act), and WAC 296-155-650 (Excavation, Trenching, and Shoring) for the lump sum price as indicated. The costs of these safety systems shall not be considered as incidental to any other contract item and any attempt to include the trench safety systems as an incidental cost is prohibited.

<b>Bid Item</b>	<b>Item Description</b>	<b>Lump Sum</b>
1	Outfall Drop Structure	\$
2	Outfall Pipeline	\$
3	Provide a Trench Excavation Safety System in accordance with the Contract Documents. NOTE: Any attempt to include the trench excavation safety systems as an incidental cost is prohibited.	\$
4	Shoreline, Swale, and Landscape Restoration	\$
	<b>TOTAL BID PRICE</b> (Sum of Bid Items 1 through 4)	\$

### **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.

## SUBCONTRACTOR LISTING FORM

Pursuant to RCW 39.30.060, for every contract that is expected to cost **one million dollars or more** for the construction, alteration, or repair of any public building or public work, the Bidder shall list as part of its bid in the space provided below either itself or the names of the subcontractors with whom the Bidder, if awarded the contract, **will directly subcontract** (i.e., not 2<sup>nd</sup>/3<sup>rd</sup> tier subcontractor(s)) for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW.

The Bidder shall not list more than one subcontractor for each category of work, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate.

The Bidder's bid shall be **nonresponsive and rejected** for: (a) failure to submit the names of each HVAC, Plumbing or Electrical subcontractor or to name itself to perform such work; (b) naming two or more subcontractors to perform the same category of work; (c) failure to identify if the work is Not Applicable ("N/A") to this project or the work will not be directly subcontracted by the Bidder; or (d) failure to submit this Subcontractor Listing Form with its bid.

Trade	You must check one box for each trade. If you are directly subcontracting the work you must identify the name of the subcontractor. If subcontractors in a category of work will vary with bid alternates then you must indicate which subcontractor will be used for which alternate.
HVAC  (Heating, Ventilation, and Air Conditioning)	<input type="checkbox"/> Name of Subcontractor (If subcontractors will vary with bid alternates, indicate which subcontractor will be used for which alternate) ) <hr/> <hr/> <input type="checkbox"/> Bidder will self-perform this work <input type="checkbox"/> N/A (This project does not include this work or the Bidder will not directly subcontract this work)
Plumbing	<input type="checkbox"/> Name of Subcontractor (If subcontractors will vary with bid alternates, indicate which subcontractor will be used for which alternate) <hr/> <hr/> <input type="checkbox"/> Bidder will self-perform this work <input type="checkbox"/> N/A (This project does not include this work or the Bidder will not directly subcontract this work)
Electrical	<input type="checkbox"/> Name of Subcontractor (If subcontractors will vary with bid alternates, indicate which subcontractor will be used for which alternate) <hr/> <hr/> <input type="checkbox"/> Bidder will self-perform this work <input type="checkbox"/> N/A (This project does not include this work or the Bidder will not directly subcontract this work)

**WOMEN AND MINORITY BUSINESS ENTERPRISES TO BE UTILIZED  
TO MEET FAIR SHARE GOAL**

\*\*\*\*\*

Name of Firm: \_\_\_\_\_ ☐ MBE  
Name of Contact: \_\_\_\_\_ ☐ WBE  
Address: \_\_\_\_\_  
\_\_\_\_\_  
☐ Subcontractor  
Email: \_\_\_\_\_ ☐ Supplier  
Phone: \_\_\_\_\_ Joint Venture \_\_\_\_%  
OMWBE Certification No.: \_\_\_\_\_  
Description of Scope of Work or Supplies: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_

\*\*\*\*\*

Name of Firm: \_\_\_\_\_ ☐ MBE  
Name of Contact: \_\_\_\_\_ ☐ WBE  
Address: \_\_\_\_\_  
\_\_\_\_\_  
☐ Subcontractor  
Email: \_\_\_\_\_ ☐ Supplier  
Phone: \_\_\_\_\_ Joint Venture \_\_\_\_%  
OMWBE Certification No.: \_\_\_\_\_  
Description of Scope of Work or Supplies: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_

\*\*\*\*\*

Name of Firm: \_\_\_\_\_ ☐ MBE  
Name of Contact: \_\_\_\_\_ ☐ WBE  
Address: \_\_\_\_\_  
\_\_\_\_\_  
☐ Subcontractor  
Email: \_\_\_\_\_ ☐ Supplier  
Phone: \_\_\_\_\_ Joint Venture \_\_\_\_%  
OMWBE Certification No.: \_\_\_\_\_  
Description of Scope of Work or Supplies: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_

\*\*\*\*\*

*Use additional pages if necessary.*

### BIDDER'S LIST

Per 40 CFR Part 33 part 33.501 Bidder shall submit the following information for all firms that bid or quote on subcontracts (including both M/WBEs and non-M/WBE firms).

Firm Name / Point of Contact	Address / Phone / Email	Certification by OMWBE
		MBE <input type="checkbox"/>
		WBE <input type="checkbox"/>
		Neither <input type="checkbox"/>
Scope of Work Firm Bid:		Date Firm Submitted bid/quote:
		MBE <input type="checkbox"/>
		WBE <input type="checkbox"/>
		Neither <input type="checkbox"/>
Scope of Work Firm Bid:		Date Firm Submitted bid/quote:
		MBE <input type="checkbox"/>
		WBE <input type="checkbox"/>
		Neither <input type="checkbox"/>
Scope of Work Firm Bid:		Date Firm Submitted bid/quote:
		MBE <input type="checkbox"/>
		WBE <input type="checkbox"/>
		Neither <input type="checkbox"/>
Scope of Work Firm Bid:		Date Firm Submitted bid/quote:
		MBE <input type="checkbox"/>
		WBE <input type="checkbox"/>
		Neither <input type="checkbox"/>
Scope of Work Firm Bid:		Date Firm Submitted bid/quote:

*Use additional copies of this form if necessary*

**CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR  
VOLUNTARY EXCLUSION**

1. The Bidder, by signing this Form of Bid, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the Bidder is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The Bidder shall provide immediate written notice to the Department if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The Bidder agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The Bidder further agrees by signing this Form of Bid, that it will include this clause titled "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the Bidder is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. Bidder acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. Bidder agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the Department upon request. Contractor agrees to run a search in [www.sam.gov](http://www.sam.gov) and print a copy of completed searches to document proof of compliance.

## **CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies by signing this Bid that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

**CONTRACTOR'S COMPLIANCE STATEMENT  
(EXECUTIVE ORDER #11246)**

This statement relates to a proposed contract with King County (Grantee) for the **GEORGETOWN WET WEATHER TREATMENT STATION - OUTFALL, CONTRACT C01072C17**, who expects to finance the contract with assistance from the Environmental Protection Agency. I am the undersigned bidder or prospective contractor. I represent that:

I have \_\_\_\_\_ I have not \_\_\_\_\_ participated in a previous contract or subcontract subject to Executive Order 11246 of September 24, 1965 (regarding equal employment opportunity) or a preceding similar Executive Order. I agree to comply with all the provisions of this Executive Order and the rules, regulations and relevant orders of the Secretary of Labor. (60-1.4(b)(4))



Name of Firm Submitting Bid

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity <b>Department of Ecology</b>	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment, or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other:		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



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Name of Firm Submitting Bid

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>



Name of Firm Submitting Bid

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)		Point of Contact
Address			
Telephone No.		Email Address	
Issuing/Funding Entity <b>Department of Ecology</b>			

I have identified potential DBE certified subcontractors <input type="checkbox"/> YES <input type="checkbox"/> NO			
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Estimated Dollar Amount	Currently DBE Certified?

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



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**Name of Firm Submitting Bid**

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

## 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: \_\_\_\_\_

*State of Incorporation \**: \_\_\_\_\_

*UBI Number / WA State Department of Revenue State* \_\_\_\_\_

*Excise Tax Number \**: \_\_\_\_\_

*WA State Employment Security Department Number \**: \_\_\_\_\_

*WA State Workers Compensation Account Number \**: \_\_\_\_\_

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

Title: \_\_\_\_\_

*\* Please provide this information as an administrative convenience at the time of Bid. This information is required before Notice of Selection.*

### **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 **Georgetown Wet  
Weather Treatment Station - Outfall, Contract C01072C17**

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 DUE PRIOR TO CONTRACT EXECUTION BY KING COUNTY

Bidders are not required to submit the forms and documents listed below with their bid. All forms and documents listed below must be submitted to the Contract Specialist identified in §00020 Invitation To Bid in the formats specified below.

Forms 1 & 2 will be provided by King County.

Form 3 to be provided by Bidder's Insurance Broker.

Forms 4 - 10 are available for download at:

<http://www.kingcounty.gov/operations/procurement/Forms/Construction.aspx>

Form 11 is to be provided by Bidder.

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

1. Agreement, §00500 (4 hard copies and 1 electronic);
2. Performance and Payment Bond, §00420 (4 hard copies and 1 electronic);
3. Insurance Certificates, §00430 (1 electronic pdf);
4. Retained Percentage Option (1 electronic pdf)
5. W-9 Request for Taxpayer Identification Number (King County Substitute W-9) (1 electronic pdf);
6. List of Subcontractors, Subconsultants, Suppliers (1 electronic pdf);
7. Apprenticeship Utilization Plan (1 electronic pdf);
8. Disclosure of Lobbying Activities (1 electronic pdf);
9. Notice to Labor Unions or Other Organizations of Workers - Non-Discrimination in Employment (1 electronic pdf);
10. MBE/WBE Procurements Made During Reporting Period. (1 electronic pdf);
11. Equal Employment Opportunity Employer Information Report EEO-1 (*if required*) (1 electronic pdf).

**NOTE:** The selected Contractor shall be required to contact the Joint Reporting Committee to obtain current EEO reporting forms and instructions:

EEO-1 Joint Reporting Committee - Phone (toll free): 1-866-286-6440

P.O. Box 19100

TTY: 202-663-7184

Washington D.C. 20036-9100

Fax: 202-663-7185

**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 **Georgetown Wet Weather Treatment Station - Outfall, Contract C01072C17** 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: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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). 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. 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.

D. 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.

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

F. Renewals: Documentation of coverage, as specified below, shall be provided on each insurance renewal date. **All insurance renewal certificates shall be sent to the King County Project Representative.**

**1.02 WAIVER OF SUBROGATION**

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.**

The Contractor shall furnish the County with Certificates of Insurance and endorsements required by this Contract. 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 demand 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.

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.**

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 under this Contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. 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 years from the date of completion of the work which is the subject of this Contract. Insurance coverage shall be at least as broad as stated below and with limits no less than:

A. **General Liability.** Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering **COMMERCIAL GENERAL LIABILITY**. \$15,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$15,000,000 aggregate limit.

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. **Automobile Liability.** 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. \$5,000,000 combined single limit per accident.

D. **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.

E. **Employer's Liability or "Stop Gap".** Coverage 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.

F. **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, theft. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof and include earthquake and flood. 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.

**G. Professional Liability Errors and Omissions.** \$10,000,000 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.

**H. Pollution Liability.** Contractor shall provide Contractor's Pollution Liability coverage in the amount of \$10,000,000 per claim and in the 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.

**I. U.S. Longshoreman and Harbor Workers' coverage.** If this contract involves work on or adjacent to navigable water, as defined by the U.S. Department of Labor. This contract requires proof of insurance coverage in compliance with the statutory requirements of **Longshoreman and Harbor Workers' Compensation Act** (administered by the U.S. Department of Labor).

**J. Protection & Indemnity (to include Jones Act).** If this contract involves marine activities, or work from a boat, vessel, or floating platform, Contractor shall provide Protection & Indemnity coverage including injury to crew (Jones Act) and passengers; Protection & Indemnity, SP 38 or SP 23 for \$15,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$15,000,000 aggregate limit.

**K. Pollution Liability (OPA, CERCLA).** \$15,000,000 and statutory limits of liability as applicable. Whenever performance of this contract involves marine activities or work from boat, vessel or floating platform, Contractor shall provide Pollution insurance to satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990 and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended.

**L. Hull and Machinery.** Whenever performance of this contract involves marine activities or work from boat, vessel or floating platform, Contractor shall provide coverage at Market Value of vessel on American Institute Hull Clauses, 6/2/77 form.

**M. Maritime Employers Liability Coverage:** \$15,000,000 per claim/aggregate. If this Contract involves diving. Contractor shall provide Maritime Employers Liability coverage expressly including coverage for diving. Maritime Employers Liability coverage shall name King County as additional insured as outlined under paragraph 1.06 "Other Insurance Provisions".

#### **1.05 DEDUCTIBLES/SELF-INSURED RETENTIONS.**

Any deductibles or self-insured retention's must be declared to, and approved by, the County. The deductible and/or self-insured retention 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.

#### **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, and agents are to be covered as additional insureds 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 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.
  - (d) A Per Project Aggregate shall apply to the General Liability policy.
2. For Protection and Indemnity Insurance the Contractor shall waive all rights of subrogation against the County.

#### **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.**

The Contractor shall include all subcontractors as insured under its policies, or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors, as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

#### **1.09 JOB SITE SAFETY.**

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, 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 attached **Responsibility Detail & Attestation Form (Attachment 1)**.

**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 Responsibility Detail & Attestation Form (Attachment 1) for this Project and provide any additional required information within three (3) 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 & Attestation Form to help assess the qualifications of the Bidder, its subcontractors and/or project team members, or members of the joint venture. The County reserves the right to contact other references, including King County personnel not listed on the Responsibility Detail & Attestation 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, subcontractor(s) and/or project team members, or members of the joint venture 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. The County may at its sole discretion grant the Bidder additional time to complete the Responsibility Detail & Attestation Form if circumstances justify such extension.
- D. 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.
- E. **Attestation Requirement:** By completing the attached Responsibility Detail & Attestation Form (Attachment 1), the Bidder shall certify that the information contained within the Responsibility Detail & Attestation 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.
- 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 MANDATORY RESPONSIBILITY REQUIREMENTS.**

- A. 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 & Attestation Form. The Bidder shall be rejected as not responsible if it fails to meet any of these requirements.
- 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 may be rejected as not responsible if any of the following events has occurred. The Bidder shall be required to identify if within the past 5 years the Bidder has:
    - a. Had a contract terminated for cause or default;
    - b. Been found by the Department of Labor and Industries to have violated a state wage payment law, including willful violation of a wage payment requirement as defined in RCW 49.48.082, or had a civil judgment entered against it for violation of a state wage payment law;
    - c. 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;
    - d. 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;
    - e. Failed to meet mandatory King County Small Contractors and Suppliers ("SCS") Utilization Requirements on any public works project;
    - f. Been found to have violated ethical standards set forth in King County contracts (KCC 3.04);
    - g. Been in bankruptcy, reorganization and/or receivership;
    - h. Been disqualified by any federal, state or local agency from being awarded and/or participating in a public works project;
    - i. Required a surety to take over all, or a portion of a project to cure or respond to an asserted default or material breach on part of the Bidder;
    - j. Been terminated by a government or private entity prior to contract completion within the last 3 years;
    - k. Failed to meet apprenticeship utilization requirements on any public works project.
- C. Criminal History.
  - 1. The County will evaluate whether the Bidder's, or any of its corporate officers, or its subcontractor(s) criminal history demonstrates a lack of business integrity or business honesty. The Bidder may be rejected as not responsible if any of the following events has occurred. The Bidder shall be required to identify if within the past five (5) years the Bidder, or any of its corporate officers, or its subcontractor(s) has been:

- a. 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;
- b. 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;
- c. Convicted of a crime involving willful violation a federal or state environmental law or regulation while working on a project.
- d. Been found in violation of the Trafficking Victims Violence Prevention Act of 2000, within the last 3 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 following supplemental responsibility requirements outlined below and as more fully described within the Responsibility Detail & Attestation Form (Attachment 1):
  1. Experience of the Bidder (Prime Contractor);
  2. Experience of Subcontractors or Prime Contractor Performing Specific Work.
    - a. Underwater Pipeline Construction.
  3. Project Team Member's Experience:
    - a. Underwater Pipeline Supervisor.
- B. The Bidder shall demonstrate on the Responsibility Detail & Attestation Form how, with its own forces, it shall perform work equivalent to at least 25% of the Contract Price, excluding taxes, insurance and bonding. The Bidder shall demonstrate this by identifying the work using the specification divisions (Divisions 0 through 17) or sections within a division it intends to perform with its own forces and the estimated dollar amount and percentage of its overall bid amount this itemized work constitutes.
- C. **Organizational Chart.** The Bidder shall submit an organizational chart with the Responsibility Detail Form identifying the project team members and any other position the Bidder deems essential to demonstrate the organizational structure.
- D. **Schedule.** The Bidder shall submit with the Responsibility Detail & Attestation 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. Construction of the drop structure
3. Construction of the nearshore/intertidal portion of the outfall pipe
4. Construction of the offshore portion of the outfall pipe and diffuser
5. Site restoration
6. Construction of the Washington Department of Transportation stormwater treatment facility
7. Constraints
8. Substantial Completion
9. Punch list
10. Final Acceptance
11. Milestone 1.

E. **Accident Prevention Program.** The Bidder shall submit with the Responsibility Detail & Attestation Form, a copy of the Bidder's Accident Prevention Program "APP" that meets the requirements stated in Section 01062, 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 Contract Execution.
3. The following website provides additional information regarding the APP:  
<http://www.lni.wa.gov/Safety/Rules/Chapter/800/helpfultools/APPCoreRuleGuide.pdf>

#### 1.4 ADDITIONAL INFORMATION

- A. If the County finds that the Bidder's Responsibility Detail & Attestation 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, 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 & Attestation 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  
RESPONSIBILITY DETAIL FORM**

**Attachment 1**

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, Invitation to Bid.**

**Bidder's Company Name:** \_\_\_\_\_

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

**1.0 MANDATORY BIDDER RESPONSIBILITY CRITERIA**

A. The Bidder shall meet 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 5 is "No". If the answer to questions 2 through 5 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 5 below, prior to Notice of Selection. If the Bidder fails to meet the criteria 2 through 5 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 question 1 is "No" or the answer to questions 6, or 7 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?  
☐ Yes      ☐ 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      ☐ No (if No, attach explanation)
4. Does the Bidder have an Employment Security Department number as required in Title 50 RCW?  
☐ Yes      ☐ No (if No, attach explanation)
5. Does the Bidder have a Washington State Excise Tax Registration number as required in Title 82 RCW?  
☐ Yes      ☐ No (if No, attach explanation)
6. Is the Bidder disqualified for bidding on any public works project under RCW 39.06.010 or 39.12.065(3)?  
☐ Yes      ☐ No
7. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, has the Bidder been found to be out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW within the one year period immediately preceding advertisement of this project?  
☐ Yes      ☐ No

If the answer to question 1 is "No" or the answer to questions 6, or 7 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 11 below is "Yes".

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

☐ Yes ☐ No

If Yes, explain: \_\_\_\_\_

2. Has the Bidder been found by the Department of Labor and Industries to have violated a state wage payment law, including willful violation of a wage payment requirement as defined in RCW 49.48.082, or had a civil judgment entered against it for violation of a state wage payment law, in the last 5 years?

☐ Yes ☐ No

If Yes, explain: \_\_\_\_\_

3. Has the Bidder 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: \_\_\_\_\_

4. Has the Bidder 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: \_\_\_\_\_

5. Has the Bidder 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: \_\_\_\_\_

6. Has the Bidder 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: \_\_\_\_\_

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

☐ Yes ☐ No

If Yes, explain: \_\_\_\_\_

8. Has the Bidder 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: \_\_\_\_\_

9. Has the Bidder 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: \_\_\_\_\_

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

☐ Yes ☐ No

If Yes, explain: \_\_\_\_\_

11. Has the Bidder failed to meet apprenticeship utilization requirements on any public works project, in the last 5 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 WORK PERFORMED BY BIDDER

- A. The Bidder shall demonstrate how, with its own forces, it shall perform Contract Work equivalent to at least 25% of the Total Bid Price, excluding taxes, insurance and bonding. The Bidder may demonstrate this by identifying the work using the specification divisions (Divisions 0 through 17) or sections within a division it intends to perform with its own forces and the dollar amount and percentage to its Total Bid Price this itemized work constitutes. The Bidder may be rejected as not responsible if the appropriate percentage of self-performance is not demonstrated.

Division # / Section #	Dollar Amount for Contract Work Performed with Own Forces	Percent of Total Bid Price
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%

### 1.5 ORGANIZATIONAL CHART

A. Did the Bidder include an Organizational Chart with its submittal?

☐ Yes      ☐ No

If No, explain: \_\_\_\_\_

### 1.6 ACCIDENT PREVENTION PLAN

A. Did the Bidder include an Accident Prevention Plan with its submittal?

☐ Yes      ☐ No

If No, explain: \_\_\_\_\_

### 1.7 SCHEDULE

A. Did the Bidder include a Preliminary Schedule with its 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.

Project Example # \_\_\_\_\_

Bidder Company Name: \_\_\_\_\_

The Bidder shall demonstrate past experience in managing or performing two (2) civil construction projects, which have achieved substantial completion within the last ten (10) years, where the total contract price of each project was at least \$2,000,000 and the bidder was the prime contractor on the project. Such project experience shall also meet the following:

1. Bidder managed or performed work involving open trench construction methods for pipelines.
2. Bidder managed or performed work involving underwater pipeline construction.
3. Work was located with site constraints related to adjacent utilities and required coordination with public agencies, community and surrounding businesses.

For each identified project, the Bidder is not required to meet all of the criteria set forth above; however, the Bidder shall provide at least two (2) project examples which demonstrate their experience and competence with each of the identified criteria.

Project Information				
Project Name:				
Project Summary / Scope:				
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:		
Project Detail Information			Yes	No
For each of the criteria identified below, please check the appropriate box. If your answer is "No", the County may request additional information regarding the Bidder's response or reject the Bidder as being not responsible.				
Was the Bidder the prime contractor on this project?			<input type="checkbox"/>	<input type="checkbox"/>
Did the Bidder manage work involving open trench construction methods on this project?			<input type="checkbox"/>	<input type="checkbox"/>
Did the Bidder perform work involving open trench construction methods on this project?			<input type="checkbox"/>	<input type="checkbox"/>
Did the Bidder manage work involving underwater pipeline construction?			<input type="checkbox"/>	<input type="checkbox"/>
Did the Bidder perform work involving underwater pipeline construction?			<input type="checkbox"/>	<input type="checkbox"/>
Did the Bidder manage work located with site constraints related to adjacent utilities and required coordination with public agencies, community and surrounding businesses on this project?			<input type="checkbox"/>	<input type="checkbox"/>
Did the Bidder perform work located with site constraints related to adjacent utilities and required coordination with public agencies, community and surrounding businesses on this project?			<input type="checkbox"/>	<input type="checkbox"/>

# Project Example Sheet

# Underwater Pipeline Construction

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

Project Example # \_\_\_\_\_

Firm Performing Underwater Pipeline Construction: \_\_\_\_\_

Statement of Criteria: The Bidder shall demonstrate that the firm(s) responsible for performing the Underwater Pipeline Construction work has past experience in performing no less than two (2) construction project(s), where the Underwater Pipeline Construction portion(s) of the work achieved substantial completion within the last ten (10) years. Such project experience shall also meet the following:

1. HDPE pipeline of at least 16 inches diameter with attached precast concrete anchors installed in water using float-and-sink methods.
2. Trench shoring and excavation for pipeline construction through the intertidal or subtidal zone water.
3. Diver-assisted installation including joining, bedding and backfill of underwater pipelines.

For each identified project, the Bidder is not required to meet all of the criteria set forth above; however, the Bidder shall provide at least two (2) project examples which demonstrate their experience and competence with each of the identified criteria.

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

Project Detail Information		Yes	No
For each of the criteria identified below, please check the appropriate box. If your answer is "No", the County may request additional information regarding the Bidder's response or reject the Bidder as being not responsible.			
Did the Underwater Pipeline Contractor install the underwater pipeline on this project?		<input type="checkbox"/>	<input type="checkbox"/>
Did the Underwater pipeline have HDPE pipeline of at least 16 inches diameter with attached precast concrete anchors installed in water using float-and-sink methods on this project?		<input type="checkbox"/>	<input type="checkbox"/>
Did the Underwater Pipeline Contractor perform the trench shoring and excavation for pipeline construction through the intertidal or subtidal zone in water on this project?		<input type="checkbox"/>	<input type="checkbox"/>
Did the Underwater Pipeline Contractor perform diver-assisted installation including joining of underwater pipelines on this project?		<input type="checkbox"/>	<input type="checkbox"/>
Did the Underwater Pipeline Contractor perform diver-assisted installation including bedding of underwater pipelines on this project?		<input type="checkbox"/>	<input type="checkbox"/>
Did the Underwater Pipeline Contractor perform diver-assisted installation including backfill of underwater pipelines on this project?		<input type="checkbox"/>	<input type="checkbox"/>

# Project Example Sheet

# Underwater Pipeline Supervisor

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

Project Example # \_\_\_\_\_

Underwater Pipeline Supervisor's Name: \_\_\_\_\_

The Bidder shall demonstrate that the Underwater Pipeline Supervisor has past experience and competence managing underwater pipeline construction within the last 10 (ten) years. Such project experience shall also meet the following requirements:

1. HDPE pipeline of at least 16 inches diameter with attached precast concrete anchors installed in water using float-and-sink methods.
2. Trench shoring and excavation for pipeline construction through the intertidal or subtidal zone water.
3. Divers assisted installation including joining, bedding and backfill of underwater pipelines.

For each identified project, the Bidder is not required to meet all of the criteria set forth above; however, the Bidder shall provide a project example or examples which demonstrate their experience and competence with each of the identified criteria.

Project Information			
Project Name:			
Project Summary / Scope:			
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:	

Project Detail Information	Yes	No
For each of the criteria identified below, please check the appropriate box. If your answer is "No", the County may request additional information regarding the Bidder's response or reject the Bidder as being not responsible.		
Did the Underwater Pipeline Supervisor manage construction of the marine pipeline on this project?	<input type="checkbox"/>	<input type="checkbox"/>
Did the Underwater Pipeline Supervisor manage installation of an HDPE pipeline of at least 16 inches diameter with attached precast concrete anchors installed in water using float-and-sink methods on this project?	<input type="checkbox"/>	<input type="checkbox"/>
Did the Underwater Pipeline Supervisor manage the installation of the trench shoring and excavation for pipeline construction through the intertidal or subtidal zone in water on this project?	<input type="checkbox"/>	<input type="checkbox"/>
Did the Underwater Pipeline Supervisor manage the underwater pipeline placement using diver assisted installation including joining of underwater pipelines on this project?	<input type="checkbox"/>	<input type="checkbox"/>
Did the Underwater Pipeline Supervisor manage the underwater pipeline placement using diver assisted installation including bedding of underwater pipelines on this project?	<input type="checkbox"/>	<input type="checkbox"/>
Did the Underwater Pipeline Supervisor manage the underwater pipeline placement using diver assisted installation including backfill of underwater pipelines on this project?	<input type="checkbox"/>	<input type="checkbox"/>

**RESPONSIBILITY ATTESTATION**

**Attestation Requirement:** By completing and signing this Responsibility Attestation, the Bidder is certifying that the information contained within Responsibility Detail Form (Attachment 1), 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: Georgetown Wet Weather Treatment Station - Outfall, C01072C17**

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: \_\_\_\_\_

Legal Name and  
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:

**GEORGETOWN WET WEATHER TREATMENT STATION - OUTFALL,  
CONTRACT C01072C17**

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 and/or unit prices as stated in the Form of Bid, pursuant to the unit prices and mark-ups 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: \_\_\_\_\_

Mark Isaacson, Director  
Wastewater Treatment Division  
*For Dow Constantine, King County  
Executive*

Date \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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"** or **"Addenda"** means 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. **"Claim"** means a written demand by the Contractor seeking (1) a change to Contract Price; (2) a change of Contract Time; (3) a payment of money or damages; and/or, (4) any other relief arising out of or relating to this Contract.
- C. **"Change Order"** means a written instrument designated to be a Change Order which alters the Contract, and identifies the following: (1) a change in the Work; (2) a change in Contract Price; and/or (3) a change in Contract Time.
- D. **"Change Proposal"** means a document prepared by the Contractor at the request of the County, which proposes changes to the Work and/or changes to the Contract Price and/or Contract Time. County initiates all requests for Change Proposals.
- E. 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. The signed Agreement between King County and Contractor (the "Agreement Form");
  - 2. Division 0, and all documents required therein, including the Contractors completed Responsibility Detail Form and Responsibility Attestation Form;
  - 3. Technical Specifications (Divisions 1 through 17);
  - 4. Drawings;
  - 5. Addenda; and
  - 6. Any Change Orders.
- F. **"Contract Execution"** occurs when the County Executive or its designee signs the Contract, which shall only occur after the Contractor signs the Contract.
- G. **"Contract Price"** means the total amount payable by the County to the Contractor for performance of the Work in accordance with the Contract.
- H. **"Contractor's Representative"** is the individual who has authority to obligate the Contractor and is identified in the Agreement (§ 00500).
- I. **"Contract Time"** means the number of days or the specific date set forth in the Contract to achieve Substantial Completion of the Work.
- J. **"Contract Work"** or **"Work"** refers to the labor, materials, equipment, supplies, services, other items, and requirements of the Contract necessary for the execution, completion and performance of all work within the Contract by the Contractor to the satisfaction of King County.
- K. **"Contractor"** means the individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with King County to do the Contract Work.
- L. **"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. These activities are critical because delay to an activity on this path will extend Contract Time.

- M. **"Day"** means calendar day, unless otherwise specified.
- N. **"Differing Site Conditions"** are defined as: (1) Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents (Type I), or (2) 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 (Type II).
- O. **"Field Directive"** is a document, titled Field Directive, prepared by the County directing the Contractor to proceed promptly with specific work and shall not, in and of itself, constitute a Change Order or entitlement to an adjustment in Contract Time and/or Contract Price.
- P. **"Final Acceptance"** and/or **"Completion"** is written acceptance of the Project by the County.
- Q. **"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. Natural Disaster declared by Governor of Washington or President of the United States, 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.
- R. **"Hand and Other Small Tools"** means any tool, piece of communication equipment, or piece of equipment with a wholesale value of less than \$500.
- S. **"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.

- T. **"King County"** or **"County"** or **"Owner"** may be used interchangeably and refers to the County of King, a municipal corporation and a home rule charter county of the state of Washington.
- U. **"Notice"** means a written document issued by the Project Representative or Contractor's Representative which is submitted to the other party and delivered by:
1. Depositing in the U. S. Mail (or other method of commercial express mail), which notice shall be effective on the date of receipt;
  2. Service on the Parties' representative or at the Contractor's home office or field office, which notice shall be effective on the date of service; or,
  3. Facsimile to the Parties' representative or Contractor's home office or field office, which notice shall be effective upon receipt.
- V. **"Notice To Proceed"** is a written directive issued by the County authorizing the Contractor to perform some or all of the Work.
- W. **"Overhead"** shall mean charges 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 activity. Overhead includes Site or Field Overhead and Home Office Overhead.

1. **Site or Field Office Overhead**

Site or Field Overhead costs are typically those costs that are related to, but are not limited to supervision, including general foremen and their supervisors, planners, schedulers, engineers, managers, etc. and the direct payroll costs of their project-related service, clerical salaries and their direct payroll costs, the costs of all vehicles, travel, meal and lodging costs associated with those personnel, Site or Field office and utility expense, 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 items incidental to or integral in supporting the physical completion of the Work.

2. **Home Office Overhead**

Home office Overhead costs are typically those that include all general office expenses. Such costs include, but are not limited to those associated with officer and office salaries and related payroll taxes and benefits, costs of office occupancy and maintenance, all supporting services (such as utilities, office machines computers, and related items and support) related to the home office function, business taxes and licenses, and all such other costs necessary to operate the business entity. Home office overhead includes unabsorbed home office overhead.

3. In addition to the above, whether treated as Site or Field Overhead or as Home Office Overhead, costs of any and all bonds, insurance(s), and taxes 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. 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.

- X. **"Parties"** refers to the Contractor and King County.
- Y. **"Project"** refers to all activity relative to this Contract including activity of the Contractor, its Subcontractors, and the County.
- Z. **"Request for Change Order"** 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.
- AA. **"Request for Information"** is a request from the Contractor to the County seeking an interpretation or a clarification of some requirement of the Contract Documents.
- BB. **"Site"** or **"Project Site"** shall be understood to refer to the location at which construction, equipment or services furnished by the Contractor under the Contract will be performed, completed and/or delivered.
- CC. **"Subcontractor"** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Contract. When the County refers to Subcontractor(s) in this document, for purposes of this document and unless otherwise stated herein, the term Subcontractor(s) includes, at every level and/or tier, all subcontractors and subconsultants.
- DD. **"Supplier(s)"** The term Supplier(s) shall mean any person or firm who is not performing work or supplying labor on Site and is engaged in the business of supplying a manufactured product or resource to the County, Contractor, or Subcontractors. The term Suppliers includes materialmen, manufacturers, and fabricators.
- EE. **"Substantial Completion"** means that stage in the progress of the Work where:
1. The County has full and unrestricted use and benefit of the Project 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. At the County's option, the Contractor has provided all occupancy permits and easement releases.
- FF. **"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 at any time.
  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.

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.

#### **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," "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 may be extended to females also.

- E. The organization of the specifications into divisions, provisions 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 Document shall be resolved by the following descending order of precedence (with 1 taking precedence over 2, 3, 4, 5, 6 and 7; 2 taking precedence over 3, 4, 5, 6 and 7; and so forth):
  - 1. The signed Agreement (§00500);
  - 2. The Supplemental Terms and Conditions (§00800);
  - 3. The General Terms and Conditions (§00700);
  - 4. The Technical Specifications ("Specifications") as modified by Addenda or Change Orders, Divisions 1 through 17: provisions in Division 1 shall take precedence over provisions of any other Division;
  - 5. Detail drawings, as modified by Change Orders;
  - 6. Drawings, as modified by Change Orders;
  - 7. All other sections in Division 0 not specifically identified herein by Section including the Contractors completed Responsibility Detail Form and Responsibility Attestation Form; and
  - 8. Affidavits, Certifications and bonds (§00410; §00420).

## **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 by starting 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 Contract prior to Contract Execution.
  - 1. The Project Representative shall provide the Contractor with a written Notice of delegation of authority, which identifies the person who has authority to sign

Change Orders and/or bind the County to changes in Contract Work, Contract Price, and Contract Time.

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 request for Change Proposals;
  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. All correspondence, questions, and/or documentation shall be submitted to the Project Representative.
- E. The Project Representative may designate Technical Representatives 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 a written Notice of its designation to the Contractor. The designation letter will set forth the authority of the Technical Representatives under the Contract.
  2. The Project Representative may add to or modify in writing these designations from time to time.
  3. The Project Representative cannot grant a Technical Representative greater authority than the authority of the Project Representative.

## **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. The County shall furnish to the Contractor five copies of the Contract Documents (including half-size copies of the Contract drawings), one full-size set of Contract drawings, and one copy of any permits obtained by the County. The Contractor shall pay the County for any additional copies of Contract Documents.
- C. 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, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the 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;
  - 3. Become familiar with and satisfied itself as to the conditions bearing upon transportation, disposal, handling, and storage of materials; and
  - 4. 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 responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform 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; and
- 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.

### **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.
- C. The Contractor shall also provide sufficient staffing and supervision to process Requests for Information, Change Proposals, Submittals, Change Orders, 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.

### **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. Contractor will not be required to provide professional services which constitute the practice of architecture and engineering except to the extent provided for in the technical specifications and drawings.
- B. The Contractor shall immediately notify in writing the County of any:
  - 1. Error, inconsistency, or omission in the Contract Documents that a reasonable contractor knew or through the exercise of reasonable diligence should have discovered under the same and similar circumstances;
  - 2. Requirement in the Contract Documents that conflict with any local, state, and federal laws, regulations and/or permits, licenses, and easement conditions that a reasonable contractor knew or through the exercise of reasonable diligence should have discovered under the same and similar circumstances.
- 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 such reasonably ascertainable errors, inconsistencies, or omissions and conflicts in regulatory requirements, permits, license or easements to the County 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. The Contractor must designate, in writing, its Contractor's Representative who is responsible for administering the Contract and has the authority to bind and obligate the Contractor in the performance of the Work. The Contractor's Representative shall be identified in the Contract.
- B. Communication with the Contractor shall be through the Contractor's Representative.
- C. The Contractor shall notify the County immediately if the Contractor's Representative is changed and identify the name of the new Contractor's Representative and effective date of the change.

### **3.4 CONTRACTOR'S SUPERVISION AND EMPLOYEES**

- A. Contractor has an obligation to provide qualified and competent people to administer the contract and perform all the Work.
- B. During performance of the Work the Contractor shall have supervisory personnel on-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-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.
  1. 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. The County shall also have the right to order the Contractor to replace personnel who demonstrate unprofessional behavior.
  2. 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 CONTRACTOR'S DUTY WHEN COUNTY PERFORMS WORK ON-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 and give prompt written Notice 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 prompt Notice shall constitute acceptance of the prior work as fit for reception of its Work, except as to defects not then reasonably discovered.

### **3.6 MATERIALS AND EQUIPMENT FURNISHED BY COUNTY**

- A. Unless otherwise specifically provided in the Contract Documents, if the Contract requires that the Contractor install materials and 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 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.
- B. Unless otherwise specifically provided in the Contract Documents, materials and equipment furnished by the County, which are not of local origin, are considered to be Free On Board "FOB" to the point of destination which is the railroad, truck or port terminal nearest to the Site.
  - 1. The County shall inspect the equipment at the point of destination and notify the Contractor that the County-furnished material and equipment is available for immediate receipt, possession, and inspection at the point of destination.
  - 2. Upon such notice, the Contractor shall, within seven (7) days, inspect such County-furnished material and equipment at point of destination 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.
    - a. The Contractor shall identify the causes for its rejection, including but not limited to the specific defect or nonconformance with the Contract.
    - b. 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 discovered.
  - 3. After receipt by the Contractor at the point of destination all risk of loss and damage to such materials and equipment shall be borne by the Contractor. The

Contractor shall promptly unload, transport, store and/or protect such material and equipment from damage.

### **3.7 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 Subcontractor and Suppliers shall have no rights against King County by reason of its 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 in any case 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, 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.

### **3.8 SCHEDULE OF WORKING HOURS**

- A. As 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, unless amended to maintain Work progress.
- 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 or on Sundays or legal holidays. Any Work performed after regular working hours, or on Sundays or legal holidays, shall be performed without additional expense to the County, except as otherwise provided in the Contract Documents.

### **3.9 RECORD DOCUMENTS**

- A. The Contractor shall keep a copy of the Contract Documents on the Site.

- 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, 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. The technical specifications shall state the electronic format.
  - 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. Accurate measurements referenced to two permanent structures shall be recorded 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 set up-to-date shall be sufficient reason for the County to withhold payment in accordance with provision 7.2, *Payments Withheld*, until all such information is recorded.
- D. Record Documents may be used to assist the County to verify the appropriate progress payment.

### **3.10 COST RECORDS**

- A. The Contractor, Subcontractors, and Suppliers shall maintain Project cost records by cost codes and shall segregate and separately record at the time incurred all costs (1) directly associated with each work activity and (2) directly or indirectly resulting from any event or condition for which the Contractor seeks an adjustment in the Contract Price, Contract Time, and/or damages.
  - 1. Any costs claimed to result from any such event or condition, including, but not limited to, delay and impact costs, acceleration costs, loss of productivity or efficiency, and increased or extended overhead shall be recorded at the time incurred and be fairly and reasonably allocated to each such event or condition and to other causes of such costs.
  - 2. The County shall be provided with a detailed description of all such costs and the basis of allocation. The Contractor, Subcontractors, and Suppliers shall maintain a monthly summary of all costs and shall make all underlying cost records and

monthly summary of costs available for review, inspection, and copying by the County upon request.

3. Any work performed for which the Contractor intends to seek an adjustment in Contract Price and/or Contract Time shall be recorded on the same day the work is performed and kept separate so as to distinguish it from Contract Work.
- B. In addition to the requirements set forth in Articles 5, *Changes to the Contract*, and 6, *Time and Price Adjustments*, the Contractor shall be entitled to extra compensation for an event or condition and/or the recovery of damages only to the extent that the Project cost records are kept in full compliance with all Contract requirements and the cost allocations support entitlement to such compensation.

### **3.11 MAINTENANCE AND INSPECTIONS OF DOCUMENTS**

- A. All Contractor's, Subcontractors', and Suppliers' documents and records 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 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 records 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 records, 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 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 Subcontractor and Supplier 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, with Subcontractors and/or Suppliers;
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. Take off sheets, calculations, quotes, other financial data to support change proposals, request for change order and/or 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 3 years preceding execution of the Contract and 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. 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, all such other source documents;
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;
  29. All submittals; and,
  30. All other documents, including email, related to the Project, Claims, or Change Orders.
- H. The Contractor shall mark any documentation it considers proprietary or confidential accordingly. Such information will be treated as such by King County; however, the County cannot ensure that this information will not be subject to release pursuant to a public disclosure request. In the event the County receives a request for such information, the County will immediately advise the Contractor and will not release the requested information 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 information in response to the public disclosure request.

### **3.12 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.

### **3.13 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS**

- A. Contractor shall protect from damage all existing structures, curbs, gutters, sidewalks, equipment, improvements, utilities, trees, and vegetation not shown in the Contract Documents to be removed or modified at or near the Site. 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 and repairing the damages.

### **3.14 PERMITS, LAWS AND REGULATIONS**

- A. Except those permits, easements, and variances specified in the Contract as having been previously obtained by the County, all permits, licenses, easements and variances 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 and licenses at the earliest possible time so as to avoid any delay to the Contract Work arising from the permitting and/or licensing process. No actions taken by the County to aid the Contractor in securing any permit or license shall relieve the Contractor of any obligations to secure any such permit or license.
- B. The Contractor shall maintain all stamped permit sets of documents at the Site during construction, in good condition and as required by local ordinances.
- C. The Contractor shall perform all work hereunder in full compliance with local, state and federal laws, ordinances, resolutions and regulations, and with permit, license, easement, and variance conditions pertaining to the conduct of the Work. 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.
- D. Taxes. The Contractor is required to pay all applicable taxes. 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.

### **3.15 PATENTS AND ROYALTIES**

- A. The costs or fees relating to royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the Work under this Contract or with the use of completed Work by the County shall be paid by the Contractor. 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 the account of this Contract, the Contractor shall, if requested by the County, furnish acceptable proof of a proper release from all such fees or claims.

- B. Should the Contractor, its agent, representatives or employees, or any of them, be enjoined from furnishing or using any invention, article, material or appliances supplied or required to be supplied or used under the Contract, the Contractor shall promptly notify the County of the Contractor's intent to substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the County. In the event the County elects, in lieu of such substitution, to have supplied and to retain and use any such invention, article, material or appliances as may be required to be supplied by the Contract, the Contractor shall pay all royalties and secure such valid licenses as may be requisite and necessary for the County, its officers, agents, representatives and employees, or any of them to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then in that event the County shall have the right to make such substitution or the County may pay such royalties and secure such licenses and charge the Contractor, even though final payment under the Contract may have been made.

### **3.16 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 pecuniary 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. Contingent Fees and Gratuities**

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

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee may be paid; and,
2. 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 KCC 3.04.060 authorizes criminal liability, and civil penalties, including the cancellation of current contracts and disqualification from bidding for a two-year period, for any person who violates Chapter 3.04 KCC.

### **3.17 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. Any such alteration, variation, addition, deviation, or omission by the Contractor shall not result in any extra compensation or extension of time.
- C. 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.

### **3.18 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**

Temporary buildings (including storage sheds, shops, and offices) and utilities may be erected by Contractor on the Site only with the 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 its 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.

### **3.19 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. 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.
- D. The Contractor shall also be solely and completely responsible for damages arising from the Work that affect property adjacent to the Site.
- E. The Contractor shall repair or replace without cost to the County any damage or loss that may occur, except damages or loss caused by the acts or omissions of the County.
- F. 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.

### **3.20 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 of the Contractor and Subcontractors.
- B. Except as otherwise stated in the Contract, if the Contractor encounters, on the Site, material reasonably believed to be Hazardous Material including but not limited to asbestos, lead, or polychlorinated biphenyl (PCB), that 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 ensuring immediate removal to a hospital or a doctor's care, of persons 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 persons to a hospital or doctor's care. The Contractor shall ensure 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 be considered a breach of this Contract.

### **3.21 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.

### **3.22 STORAGE OF CONTRACTOR'S PROPERTY**

The Contractor's tools and equipment and building materials to be incorporated into the Project may be stored on the Site but 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.

### **3.23 ARCHAEOLOGICAL AND HISTORICAL PRESERVATION**

The Contractor shall comply fully with the requirements set forth in Chapter 27.53 RCW 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.

### **3.24 WATER POLLUTION CONTROL REQUIREMENTS**

The Contractor shall comply with and be liable for all penalties, damages and violations under Chapter 90.48 RCW in the performance of this 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 its 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.

### **3.25 RIGHTS OF WAY**

- A. All rights of way to be provided by King County for use by the Contractor and for the completed work 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 owing 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.
- 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.
- 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 or way, streets or highways; and its use of same shall not disturb the rights and property of adjacent landowners.

### **3.26 ENVIRONMENTAL MITIGATION PLAN**

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.

### **3.27 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. Have 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;
    - 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).
  5. The Contractor shall require its first tier subcontractors and subcontractor of any tier verify the responsibility criteria for each of its subcontractors it hires.

## **ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

### **4.0 TIME OF ESSENCE**

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

### **4.1 WORK PROGRESS**

- A. The Contractor shall be required to:
1. Prosecute the Work diligently with adequate forces;
  2. Plan, coordinate, and layout the Work in advance so as to avoid delay;
  3. Achieve Substantial Completion of the Work and Final Acceptance in accordance with the requirements of Contract Documents; and,

4. Complete all Contract close out requirements in accordance with all applicable Contract requirements within the time period established by the County in the Certificate of Substantial Completion.

#### **4.2 SCHEDULE OF VALUES**

- A. Unless otherwise specified, within fourteen (14) days after the date of Contract Execution, 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 Progress 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 was not acceptable. The County shall use reasonable efforts to review the Schedule of Values within thirty (30) 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 Contract Execution, 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 Final Acceptance, and meet all the requirements as maybe set forth more particularly in the Technical Specifications on Project Schedule.
- B. The Project Schedule shall be prepared in the format as specified in the Technical Specifications.
- C. Within thirty (30) 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 Owner may both utilize float to offset delays to the Project Work.
- G. The Contractor shall regularly enter the actual progress of the Work and Contract Time extensions approved by the County on the Project Schedule. Updated Project Schedules shall reflect actual progress and completion within the Contract Time and shall be provided to the County with each Application for Payment in format(s) as required by the Contract. Applications for Progress Payments will not be considered by the County and the Contractor will not be paid until the Contractor complies with these requirements. The updated Project Schedule shall be used to assist the County in verifying the appropriate payment.
- 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, and Suppliers, the Contractor shall take all necessary steps to improve its progress and bring its progress back in-line with the accepted Project Schedule, 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 submit for acceptance any supplementary schedule or schedules as the County deems necessary to demonstrate how the accepted rate of progress will be regained. 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 default termination.

#### **4.4 SUBMITTALS**

- A. Submittals include shop drawings, setting and erection drawings, schedules of materials, product data, samples, certificates and other information prepared for the Work by the Contractor or a Subcontractor as set forth in the Technical Specifications ("Submittals"). 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 the Submittals to the County, the Contractor shall: (1) review all Contractor and Subcontractor Submittals for accuracy, completeness, and compliance with the Contract; (2) coordinate all Submittals with all Contract Work by other trades and with field measurements; and (3) indicate approval on the Submittals as a representation that it has complied with its obligation to review and coordinate Submittals. 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. When submitting information, the Contractor shall identify and state reasons for any alteration, variation, addition, deviation, or omission from the Contract. The Contractor shall not perform work that alters, varies, adds, deviates, or omits Work without prior specific written acceptance by the County.
- D. 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 schedule of Submittals which is coordinated with the Contractor's Project Schedule and allows the County reasonable time for review.
- E. 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 thirty (30) 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.
- F. 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 note revisions 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.
- G. The County shall review the Contractor's Submittals only for conformance with the design of the Work and compliance with the Contract. Review of the Submittals are 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 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 approval of such change or alteration of the Contract requirements.

- H. The Contractor's failure to identify any error, deviation, or omission and subsequent acceptance of the Submittal by the County 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 paragraph 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 thirty (30) 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 thirty 30 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 thirty (30) 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.
- E. The County's response to a 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 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, which does not negatively impact Contractor's compliance with the Contract.
- C. If any Work required to be inspected, tested, or approved is 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, otherwise 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 inspection 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 at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection 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. If material, equipment, workmanship, or Work proposed for, or incorporated into the Work, does not meet the Contract requirements or fails to perform satisfactorily, the County shall have the right to reject such Work by giving the Contractor written Notice that such Work is either defective or non-conforming.
  - 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.
    - a. Review 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.
    - b. 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.
  - 3. The Contractor shall also be responsible for all repairs to any property and work damaged by the Contractor.
  - 4. 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.
- 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 work if the County determines that such defective or non-conforming work is not of sufficient magnitude or importance to make the work dangerous or undesirable or that removal of such work is impractical or will create conditions, which 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 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. Requests 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 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 approves 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 an unaccepted, substituted article 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 proposal 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. 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. Any written Field Directive, response to Request For Information, or other directive, direction, instruction, interpretation, or determination (hereinafter referred to as "Direction" for the purposes of Article 5), provided by the County is not considered a Change Order, a change to Contract requirements, and shall not constitute, in and of itself, entitlement to an adjustment in Contract Price and/or Contract Time.
- D. To the extent the Contractor believes it is entitled to any additional money or time for any reason the Contractor shall submit a Request For Change Order to the County as more fully described in Article 5, *Changes to the Contract*.
  - 1. If the Contractor believes any of the following events entitles the Contractor or its Subcontractors or Suppliers to additional money or time, the Contractor must file a Request for Change Order in accordance with the requirements set forth in the Contract.
    - a. Written Field Directive
    - b. Response to a request for information
    - c. Comments on a submittal
    - d. Differing Site Condition
    - e. Acceleration or constructive acceleration
    - f. Suspension of the Work
    - g. Delay, inconvenience, disruption of schedule, loss of efficiency or productivity
    - h. County caused Stand-by
    - i. Force Majeure
    - j. Conflicts, ambiguities, inconsistencies, and/or problems arising from the Contract Documents
    - k. Any other directive or Direction, written or oral, from the County
    - l. Any other reason for which the Contractor believes it is entitled to additional money or time
- E. The Contractor shall not be entitled to any change in the Contract Price and/or Contract Time under the following conditions or events:
  - 1. They were foreseeable at the time the Contractor submitted its bid;
  - 2. They were 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, and failure to take reasonable steps to mitigate delays, disruptions, or conditions encountered.
- F. The Contract requirements for time and price impacts related to Change Orders are set forth in Article 6, *Time and Price Adjustments*.

## 5.1 CONTRACTOR'S REQUEST FOR A CHANGE ORDER

### A. Notice of Intent to Submit a Request for Change Order.

1. The Contractor shall provide the Project Representative with the written Notice that the Contractor intends to submit a Request For Change Order no later than seven (7) days, except as specified below for Differing Site Conditions, after any direction, instruction, interpretation, determination by the County and/or the onset of any event or impact to the Project.
2. The Contractor shall include the following information in the Notice of intent to Request a Change Order:
  - a. The date, circumstances, and source of the direction, instruction, interpretation, determination by the County and/or the event or impact to the Project.
  - b. Reasonable order of magnitude estimate of the change to the Contract Price;
  - c. Reasonable order of magnitude estimate of the time impact to the Contract Time; and
  - d. Contractual provisions and substantive basis to support the Request.

### B. Request for Change Order.

1. Within twenty-one (21) days after the Direction and/or the onset of the event or impact to the Project, the Contractor may request an extension of time for filing its Request for Change Order. 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.
2. Unless the Project Representative issues written Notice authorizing the Contractor additional time to submit the Request for Change Order, the Contractor shall provide, in writing, a detailed Request for Change Order to the Project Representative no later than thirty-five (35) days after the Direction and/or the onset of the event or impact to the Project.
3. The Request for a Change Order shall include:
  - a. Specific dollar amount covering all costs associated calculated in accordance with Article 6, *Time and Price Adjustments*;
  - b. Specific request for time extension (number of days);
  - c. A copy of the written Notice of intent, including all attachments; and
  - d. All documentation supporting the Request for a Change Order, including but not limited to all cost records, schedule analysis, and the documents identified in §00700, ¶ 3.11, *Maintenance and Inspection of Documents*, that are in any way relevant to the Contractor's Request for Change Order.

### C. 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 thirty (30) days of receipt of said Request, unless one of the following activities occurs.
  - a. The County may request additional information and specify a time period for receipt of the information. The Contractor shall comply with the County's request for additional information.

- b. The County may inform the Contractor that additional time is needed to review the Contractor's Request for Change Order and identify a date certain when a decision will be rendered.
2. If the County requests additional information, the County will make a written determination within thirty (30) days receipt of Contractor's additional information.
3. If the County does not make a determination within the applicable time period, the Request For Change Order is deemed denied.
- D. 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.
- E. Contractor Procedure upon Denial or Deemed Denial of a Request for a Change Order. If the Contractor disagrees with the denial, the Contractor's sole remedy shall be to file a fully documented Claim within thirty (30) days of deemed denial or the Contractor's receipt of the denial in accordance with Article 9, *Claims and Litigation*.
- F. Contractor's Obligation to Continue to Work. Pending resolution of the Contractor's Request for a Change Order, the Contractor shall continue to perform all Work including, at the written request of the County that work associated with the pending Request for Change Order. The Contractor shall maintain its progress with the Work.
- G. Waiver. Failure to follow the provisions set forth herein shall constitute a waiver of the Contractor's right to receive any additional time or money as a result of any alleged direction, instruction, interpretation, determination by the County and/or the event or impact to the Project.

## 5.2 DIFFERING SITE CONDITIONS

- A. Immediate Written Notice to the County. If the Contractor encounters a Differing Site Condition the Contractor shall immediately, and before the conditions are disturbed, give written Notice to the County of Differing Site Conditions.
- B. Request for Change Order based on Differing Site Condition. Unless otherwise agreed upon in writing by the Project Representative, within forty-five (45) days of the Contractor's initial written notification of the Differing Site Condition to the County, the Contractor shall provide a Request for Change Order that includes all elements required for such a request and:
  1. A detailed description of the Differing Site Condition; and
  2. Substantive, contractual, and technical basis supporting the existence of the Differing Site Condition and its impacts.
- C. 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 or money as a result of the Differing Site Condition.
  2. Failure by the Contractor to provide either (a) immediate Notice or (b) Request for Change Order shall constitute a waiver of the Contractor's right to receive any additional time or money 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 appropriate notice and/or the Detailed Description and Request for Change Order.
- D. County's Response to the Differing Site Condition Request for Change Order. The County shall investigate the alleged Differing Site Conditions and respond to the Differing Site Condition in accordance with the Request for Change Order procedures set forth above.
- E. Contractor's Obligation to Continue to Work. The Contractor shall not disturb the condition until receipt of written authorization from the Project Representative that work can resume at the location of the alleged Differing Site Condition. The Contractor shall continue with performance of all other Work.

### 5.3 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 records related to the Acceleration Directive separately from normal project costs and records and shall provide a written record of acceleration to the County on a daily basis.

#### B. Constructive Acceleration.

1. In the event that the Contractor believes that some action or inaction on the part of the County constitutes acceleration, the Contractor shall immediately notify the County in writing that the Contractor considers the actions an 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 records related to the constructive acceleration separately from normal project costs and records and shall provide a written record of acceleration to the County on a daily basis.
- 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 to the County pursuant to Article 5, *Changes to the Contract*.
- D. Labor costs recoverable will be overtime or shift premium costs. 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. 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.

### 5.4 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 without written direction from the County specifically authorizing the Suspension of Work.

2. Upon receipt of a written Notice suspending the Work, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize costs attributable to such suspension. Within a period up to 120 days after the suspension notice is received by the Contractor, or within any extension of that period which the County requires, the County shall either:
  - a. Cancel the written notice suspending the Work; or,
  - b. Terminate the Work for either default or convenience.
3. If a written notice 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. If the performance of all or any part of the Work is, for an unreasonable period of time, 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 and provided that the Contractor sufficiently documents all costs and time impacts attributable to the suspension. 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 Critical Path and delayed the Contractor from completing the Contract Work on time.

**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 notify the County in writing that the Contractor considers the actions or omission a constructive suspension of Work. This written notification shall detail the circumstances of the constructive suspension of Work.
  2. The Contractor shall keep cost and other project records related to the constructive suspension separately from normal project costs.
- C. To the extent the Contractor believes it is entitled to any additional money or time as a result of the suspension of Work or constructive suspension, Contractor shall submit a Request For Change Order to the County as more fully described in Article 5, *Changes to the Contract*. The Contractor shall provide a Request for Change Order within thirty-five (35) days of (1) the County's Notice canceling the suspension or (2) termination of the Work.
1. The Contractor is compensated for Overhead, including unabsorbed home office overhead, through the Overhead and Profit markup described in provision 6.2, *Methods to Calculate Adjustments to Contract Price*. If the Contractor can demonstrate through verifiable cost records that the Overhead and Profit markup is insufficient to cover the Contractor's costs for unabsorbed home office overhead, the Contractor may be entitled to additional compensation for unabsorbed home office overhead provided the Contractor demonstrates full compliance with all of the following:
    - a. The Contractor shall demonstrate that the work was suspended solely by actions for which the County is entirely responsible.

- b. The Contractor shall demonstrate that the Project's cash flow has been or will be substantially adversely impacted as a direct and sole result of such suspension.
  - c. The suspension was of an indefinite duration at the time the suspension arose;
  - d. The County required the Contractor to remain on standby during the suspension period;
  - e. The Contractor was unable to resequence or reorganize the Work in order to continue working and maintain cash flow for the Project;
  - f. The Contractor was ready, capable, and willing to perform Contract Work during the suspension;
  - g. 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; and
  - h. That the suspension to the Project's completion date did not simply result from additional work caused by Change Orders which did not result in a substantial impact to the Project's cash flow.
- 2. The Contractor's recovery is limited to actual unabsorbed home office overhead minus the Overhead and Profit markup calculated in accordance with provision 6.2, *Methods to Calculate Adjustments to Contract Price*.
- D. Failure to comply with these requirements shall constitute a waiver of Contractor rights to any adjustment in Contract Time and/or Contract Price.
  - E. No adjustment 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.

## 5.5 FORCE MAJEURE

- A. To the extent 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 Article 5, *Changes to the Contract*.
- 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 and delay the Contractor from completing Contract Work within Contract Time.
- 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 an change in Contract Time. No change to the Contract Price shall be allowed as a result of such concurrent delay.

## 5.6 CHANGE ORDERS

- A. 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 Change Order and signed by both Parties. Such Bilateral Change Orders shall represent full and complete payment and final settlement of all changes, Claims, damages or costs for all (a) time; (b) direct, indirect, and overhead costs; (c) profit; and (d) any and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, stand-by, and any other costs or damages related to any work either covered or affected by the Change Order, or related to the events giving rise to the Bilateral Change Order.

**B. Unilateral Change Order**

**1. County's Right to Issue Unilateral Change Order.**

- a. The County may unilaterally issue a Change Order 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 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 Articles 5, *Changes to the Contract*, and 6, *Time and Price Adjustments*.

**2. 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*.

**3. 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.

**C. Issuance of Change Order**

**1. Bilateral Change Order.**

- a. No later than 30 days from the Satisfactory Completion of any additional Work, the County shall prepare and issue to the Contractor a Bilateral Change Order in accordance with the agreed upon terms and conditions, including any adjustment in the Contract Price and Contract Time.

**2. Unilateral Change Order.**

- a. If the County proceeds under Article 5.6.B or Article 5.7.E, then no later than 30 days from the Satisfactory Completion of any additional Work, the County shall prepare and issue to the Contractor a Unilateral Change Order, including any adjustment in the Contract Price and Contract Time.

**3. Determination of Satisfactory Completion.**

- a. As used herein, "Satisfactory Completion" means that the Project Representative shall have confirmed in writing that all tasks have been completed to the reasonable satisfaction of the County, including submittal by the Contractor of all required time and cost documentation. Satisfactory Completion does not mean Substantial Completion.

- b. 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.

## **5.7 COUNTY REQUEST FOR A CHANGE PROPOSAL**

- A. Request. The County may request a written Change Proposal from the Contractor for a change in the Contract Work.
- B. Contractor's Proposal. Contractor shall submit its written Change Proposal within the time specified in the County's request. The Change Proposal shall represent the Contractor's offer to perform the requested work, and the pricing set forth within the proposal shall represent full, complete, and final compensation for the proposed change and any impacts to any other Contract Work, including any adjustments in the Contract Time.
- C. 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 represent full and complete compensation and final settlement of all Claims for all (1) time; (2) direct, indirect, and overhead costs; (3) profit; and (4) costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and/or any other costs or damages related to any work either covered or affected by the Change Proposal, or related to the events giving rise to the Change Proposal.
- D. 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.
- E. 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.
- F. Issuance of Change Order. Any Bilateral Change or Unilateral Change Order shall be issued in accordance with Article 5.6.C. Issuance of Change Order.

## **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 its Notice of intent to submit a Request for Change Order, Request for Change Order, Change Proposal and Claim.

- 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. 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 an change in Contract Time. No change to the Contract Price shall be allowed as a result of such concurrent delay.
- F. 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 in the Contract*.
  - 2. Include a clear explanation of how the event or conditions specifically impacted the Critical Path and overall Project Schedule and the amount of the adjustment in Contract Time requested.
  - 3. Be limited to the change in the Critical Path of a Contractor's Project Schedule, and any updates, attributable to the event or conditions, which caused 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. Contractor shall be responsible for showing clearly on the Project Schedule, and any updates, that the event or conditions:
    - a. Had a specific impact on the Critical Path and was the sole cause of such impact;
    - b. Could not have been avoided by resequencing of the Work or other reasonable alternatives; and
    - c. Will prevent the Contractor from completing the Project within the current Contract completion date.
- G. 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.

#### **6.1 CHANGE IN THE CONTRACT PRICE**

- A. The Contract Price shall only be changed by a Change Order.
- B. Contractor shall include any request for a change in the Contract Price in its:
  - 1. 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 and/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. Unallowable costs include, but are not limited to:
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. The costs of corporate officers or staff visiting the Site or participating in meetings with the County;
  9. Any compensation due to the fluctuation of foreign currency conversions or exchange rates;
  10. Loss of other business; and/or
  11. Any other special, consequential, 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 or condition which 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. The adjustments to the Contract Price provided for in this Article represent full, final, and complete compensation for all work done in connection with the request for an adjustment in Contract Price and all costs related to, resulting from, or affected by such change in Work including, but not limited to, all direct and indirect costs,

overhead, profit, and all costs or damages associated with delay, 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.

## **6.2 METHOD TO CALCULATE ADJUSTMENTS TO CONTRACT PRICE**

- A. One of the following methods shall be used to calculate damages and/or adjustments to the Contract Price that result from or relate to Change Proposal, Request for Change Order, and/or Claim.
- 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. One of the following methods shall be used:
  - 1. Unit Price Method;
  - 2. Firm Fixed Price Method (also known as Lump Sum); or,
  - 3. Time and Materials Method.

### **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. Contractor shall only be paid under this method for the actual quantity of materials incorporated in or removed from the Work 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 §00700 ¶ 6.2 F 4 e, *Overhead and Profit*.
- 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. Total Fixed Price payment 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 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 Subcontractor, Supplier, and Materialmen, and make such records available for inspection as required in provisions 3.9, *Record Documents*, 3.10, *Cost Records*, and 3.11, *Maintenance and Inspection of Document*.
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 and shall incorporate markups for Overhead and profit as provided herein.
  - a. **Labor.** For all labor, including foreman supervision 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 (SUCA), 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 upon 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 Equipment Watch, PRIMEDIA, 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 only be entitled to standby equipment costs if (a) the equipment is ready, able, and available to do the Work at a moment's notice; (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. 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 Machinery Information Division of PRIMEDIA Information Inc. 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 & 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 only pay Overhead, including Home Office Overhead, Site or Field Office Overhead, and unabsorbed home office overhead, and Profit pursuant to the Overhead and Profit Markups set forth herein. The Overhead and Profit Markups cover all overhead regardless of how the Contractor chooses to account for various costs in its books of account.
  - ii. Overhead and Profit markups shall not be applied to Freight, delivery charges, express charges, and sales tax.
  - iii. The allowed Overhead and Profit markup shall not exceed the following:
    - 1. If the Contractor is self-performing work: 18% combined Overhead and Profit markup on the Contractor's Direct Costs; or
    - 2. If a Subcontractor or Supplier is performing work: 18% for the Subcontractor's Direct Cost for performing the work and 7% on the Direct Costs of the Subcontractors' or Suppliers'; provided that the 7% is to be divided among upper tier Subcontractors and the Contractor when a Subcontractor or Supplier is performing the work.
    - 3. If the value of material and equipment is greater than 50% of the total value of the change, the Overhead and Profit Markup shall only be 10% for material and equipment.

4. 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.
- iv. Direct Costs shall include Labor (as defined in §00700 ¶ 6.2 F4a), Materials (as defined in §00700 ¶ 6.2 F4b), Equipment (as defined in §00700 ¶ 6.2 F4c), and Subcontractor and Supplier Costs (as defined in §00700 ¶ 6.2 CFd).

#### **G. Deductive Changes to the Contract Price**

1. A deductive change to the Contract Price may be determined by taking into account:
  - a. Costs incurred and saved by the Contractor as a result of the change, if any;
  - b. The costs of labor, material, equipment, overhead and profit saved by the change. These costs shall be calculated following as closely as possible with the provisions identified in Article 6, *Time and Price Adjustments*; and/or,
  - c. At the discretion of the County, costs set forth in the documents used by the Contractor to develop its bid.
2. Where the County has elected not to correct incomplete or defective Work, the 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 increased future costs which the County may incur by reason of the incomplete or defective Work.

#### **H. Full Compensation**

An adjustment calculated in accordance with the provisions of this Article shall be full and complete payment and final settlement 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, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, standby, and/or any other costs or damages related to any Work either covered or affected by the changed work, or related to the events giving rise to the change.

### **ARTICLE 7: PAYMENT AND COMPLETION**

#### **7.0 APPLICATIONS FOR PAYMENT**

- A. On or about the first day of each month, 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." The Contractor shall include with each Application For Payment:
  1. Current status Schedule of Values;
  2. Project Schedule and the most current updates; and
  3. Certifications 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.

4. The Contract Purchase Agreement number (CPA No.) shall be placed on each Application for Payment submitted by the Contractor to the County.
- B. Inclusion of the required documentation is a condition precedent to payment. The Contractor is not entitled to payment for any work unless the Application For Payment includes all required documentation. The County reserves the right to withhold payment pursuant to provision 7.2, *Payments Withheld* if it is subsequently determined that all required documentation was not provided by the Contractor.
- C. The application shall correlate the amount requested with the Schedule of Values and with the state of completion of the Work, as measured by the current Project Schedule. 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 PAYMENTS**

- A. The County shall comply with RCW 39.76, as amended, and promptly review each Application For Payment and identify in writing any cause for disapproval within 8 working days. In addition to withholding payment for unsatisfactory performance or failure to comply with Contract requirements, if the Contractor's Application for Payment fails to recognize any back-charges, off-sets, credits, change orders, or deductions in payment made in accordance with provision 7.2, *Payments Withheld*, the County shall have the right to revise or disapprove Contractor's Application For Payment because the Application For Payment is not considered a properly completed invoice.
- B. If an Application For Payment is accepted by the County, it shall be paid within thirty (30) days of the County's receipt of the properly prepared invoice (Application For Payment).
- C. The Contractor shall ensure that Subcontractors [and Suppliers] are promptly paid to the fullest extent 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 cover the County's costs or to protect the County from loss or damage for reasons including but not limited to:
  1. Failure of the Contractor to submit or obtain acceptance of a Progress Schedule, Schedule of Values, and any updated Schedules;
  2. Defective or non-conforming Work;
  3. Costs incurred by the County to correct, repair or replace defective or non-conforming Work, or to complete the Work;
  4. A reasonable doubt that the Contract can be completed for the balance then unpaid;

5. A reasonable concern by the County that the materials, equipment or component parts are not in proper operating condition;
  6. Assessment of Liquidated Damages;
  7. Failure to perform in accordance with the Contract;
  8. Cost or liability that may occur to the County as the result of the Contractor's or Subcontractor's acts, omissions, fault, or negligence;
  9. Deduction in Contract Work;
  10. Failure of Contractor to repair damaged materials, equipment, property, or Work;
  11. Failure of the Contractor to provide or obtain review of Submittals;
  12. Failure to pay Subcontractors or Suppliers;
  13. Failure to keep Record Documents up to date;
  14. Failure to comply with all applicable federal, state, and local laws, statutes, regulations, codes, licenses, easements, and permits;
  15. Failure to obtain and maintain applicable permits, insurance, and bonds;
  16. Failure to provide Statement of intent to Pay Prevailing Wage and/or Affidavits of Wages Paid; and
  17. Failure to comply with the Contract safety requirements.
- B. 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.

### **7.3 TITLE**

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 acceptance of the Work or materials.

### **7.4 SUBSTANTIAL COMPLETION PROCEDURE**

- A. When the Contractor considers that all Work or Work associated with Contract milestones is substantially complete, the Contractor shall give written Notice to the County.
1. The County shall promptly inspect the Work and, if the County does not agree that the Work is substantially complete, the County will prepare a Punch List (list of items to be completed or corrected).
    - a. The County reserves the right to add to, modify, or change the Substantial Completion Punch List as circumstances dictate.
    - b. Failure by the County to include any items on such list does not alter the responsibility of the Contractor to complete or correct the Work in accordance with the Contract.
- B. At the Contractor's request, the County may identify those Punch List items that must be completed or corrected in order for the Contractor to achieve Substantial Completion.

1. When the County determines that those Punch List items have been completed or corrected by the Contractor, the County shall make a determination that the Work is Substantially Complete.
  2. A Certificate of Substantial Completion will be issued by the County, which shall establish the date of Substantial Completion.
  3. This Certificate of Substantial Completion shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and the time to complete remaining Punch List work before liquidated damages begin to accrue for the Contractor's failure to achieve Completion/Final Acceptance in a timely manner.
  4. The County shall assess liquidated damages for the Contractor's failure to complete or correct the required Punch List items for Substantial Completion within the Contract Time.
- C. As provided in the Contract, the County may grant Substantial Completion to specific subsystems or portions of the Work. The dates of Substantial Completion shall be determined, in writing, by the County

#### **7.5 FINAL INSPECTION AND FINAL PUNCH LIST**

- A. All remaining Punch List items that were not corrected prior to Substantial Completion shall be successfully completed by the Contractor prior to the Contractor's request for Final Acceptance. When the Contractor considers that all Contract Work is ready for final inspection and Final Acceptance, the Contractor shall give written Notice to the County.
- B. County shall promptly perform a final inspection of the Work and, if necessary, prepare a Final Punch List (a list of items to be completed or corrected by the Contractor prior to the County granting Final Acceptance).
- C. Punchlist items may include but are not limited to: Copies of the warranties and guarantees required by the Contract; Permit approvals and Certificates of Occupancy; Operation and Maintenance Manuals; Record Set of Drawings and Specifications; and Stamped permit set of documents; Right of Way, Easements and Property Releases, and any other documents called for elsewhere in the Contract;
- D. The Contractor shall complete or correct the items identified in the Final Punch List within the time period as required in the Certificate of Substantial Completion. Should the Contractor fail to complete or correct all remaining Final Punch List items within the required time, the County may assess liquidated damages against the Contractor for failure to achieve Final Acceptance in a timely manner.
- E. After the Contractor completes all items identified in the Final Punch List(s), the Contractor shall notify the County in writing that the Final Punch List items have been successfully completed. After verification by the County that such completion was satisfactory, the Contractor shall submit a Final Application for Payment.

#### **7.6 REQUIREMENTS FOR FINAL APPLICATION FOR PAYMENT**

- A. In addition to any other requirement identified in the Contract Documents, the Final Application for Payment shall include the following documents:
  1. 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 Claims specifically described in the release document and submitted in accordance with Article 9, *Claims and Litigation*;
3. Contractor certification that all Subcontractors and Suppliers have been paid and there are no outstanding liens;
4. Right of Way, Easements and Property Releases; and,
5. All reports identified in the Affidavit and Certificate of Compliance with the King County Code 12.16.

## **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 Final Acceptance, nor Final Payment, shall release Contractor or its sureties from any obligations under this Contract 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 to meet 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 Claims properly submitted in accordance with Article 9, *Claims and Litigation*, acceptance of Payment on the Final Application for Payment by the Contractor shall, on behalf of itself and its Subcontractors or Sureties, forever and unconditionally release and discharge the County, its officers, agents, employees, from:
  1. Any and all disputes or claims, including but not limited to claims for damages, fines, interest, taxes, attorney fees, or costs, demands, rights, actions or causes of actions, known or unknown, arising out of or in any way related to the parties' performance under the Contract and/or Project; and
  2. Any and all known and/or unknown liabilities, obligations, demands, actions, suits, debts, charges, causes of action, requests for money and/or payment under the Contract, outstanding invoices, or claims directly or indirectly arising out of or related to the Contract and/or Project.

## **7.8 RETAINAGE.**

- A. RCW chapter 60.28, concerning the rights and responsibilities of Contractor and County with regard to retainage are made a part of the contract by reference as though fully set forth herein.
- B. Pursuant to RCW 60.28.011 and RCW 39.08.030, 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, for filing with the Project documents. The Project Representative will maintain a copy of all claims "liens" against the retainage in the Project document files.

## **7.9 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 supplier or common to the trade.
- 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 Final Acceptance require all warranties be executed, in writing, for the benefit of the County;
  - 3. Enforce all warranties for the benefit of the County; and,
  - 4. Be responsible to enforce any warranty of a Subcontractor, manufacturer, or Supplier, should they extend beyond the period specified in the Contract.
- 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 either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the County and all costs for the County's remedy 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.

## **7.10 PRIOR OCCUPATION**

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, before the Final Acceptance, and such occupation shall not be construed as acceptance by the County of the Work or constitute Substantial Completion of the Work.

## **ARTICLE 8: TERMINATION**

### **8.0 COUNTY'S RIGHT TO TERMINATE CONTRACT**

#### **A. Termination for Default**

- 1. County may terminate, without prejudice to any right or remedy of the County the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
  - a. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
  - b. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Final Acceptance of the Work in a timely manner;

- 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 in a material way to repair, replace or correct Work not in conformance with the Contract;
  - e. Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
  - f. Contractor repeatedly fails to make prompt payment to its employees or Subcontractors;
  - g. Contractor materially 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 all Contract safety requirements; or,
  - i. Contractor is otherwise in material breach of any provision of the Contract.
2. If the County reasonably believes that one of the aforementioned events has occurred, the County will provide the Contractor with written Notice of its intent to terminate the Contractor for default, specifying within such notice the ground(s) for such termination. The County, at its option, shall require the Contractor to either promptly correct the deficiencies noted in the County's intent to terminate or provide the County with a corrective action plan as to how such deficiencies will be remedied or cured in a timely fashion. 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, 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.
3. Upon termination, the County may at its option:
- a. Take possession of the Site and possession of or use of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor; 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, if applicable.
4. The Contractor and its sureties shall be liable for all damages and costs, 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 which results or arises from the breach or termination for default.
5. In the event of termination for default the County shall only pay the Contractor 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 this termination for default.

6. 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.
7. 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 adjustment for:
  - a. Reasonable direct costs for all Work completed prior to the effective date of the termination and not previously paid for by the County;
  - b. A reasonable allowance for Overhead and profit for Work actually performed and accepted by the County prior to the date of termination, at a rate not to exceed the percentage amount set forth in the Contract and in provision 6.2, *Method to Calculate Adjustments to Contract Price*, subparagraph F4e, *Overhead and Profit*; and,
  - c. Actually incurred reasonable administrative costs for "settlement of the Work", i.e., costs directly caused by the termination for convenience, at 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 settlement to reflect the indicated rate of loss.

**C. Contractor's Obligations During Termination**

Unless the County directs otherwise, after receipt of a written Notice of termination for default or termination for convenience, Contractor shall promptly:

1. Stop performing Work on the date and as specified in the Notice of termination;
2. 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;
3. Cancel all orders and subcontracts, upon terms acceptable to the County, to the extent that they relate to the performance of Work terminated;

4. Assign as specifically requested by the County all of the rights, title, and interest of Contractor in all orders and subcontracts;
5. 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;
6. Continue performance of Work only to the extent not terminated; and,
7. Take any other steps required by the County with respect to this Project.

#### **8.1 THE 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.

##### **B. Failure to file a Timely Claim.**

1. At least seven (7) days prior to appropriate 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 and identify a date certain when the Contractor shall provide a fully documented Claim. 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. 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 of a Claim hereunder, the Contractor shall proceed diligently with the performance of the Contract Work, including that work associated with the Claim, and maintain its progress with the Work.

##### **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 all necessary details, locations, and items of Contract Work affected;
  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 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 and (b) all records meeting the requirements of provision 3.10, *Cost Records*;
  7. If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reason the Contractor believes an adjustment in the Contract Time should be granted; and the Contractor's analyses of its Progress Schedule, any specific Schedule analysis as required by the Contract Documents, and all updates to demonstrate the reason for the adjustment in Contract Time; and,
  8. A statement certifying, under penalty of perjury, that after the exercise or reasonable diligence and investigation the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Price or Contract Time for which the Contractor believes the County is liable.
- E. 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.
- F. 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 sixty (60) days from the date the fully documented Claim is received with either:
    - a. A decision regarding the Claim;
    - b. Written Notice extending for another thirty (30) days the County's time to respond to the Claim.
  3. Absent a thirty (30) day extension, the Claim shall be deemed denied upon the sixty-first (61st) day following receipt of the Claim by the County. If the County

had a thirty (30) day extension, the Claim shall be deemed denied upon the ninety-first (91st) 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.

**G. 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 notify the County and file a fully documented Appeal constitutes acceptance of the denial or deemed denial 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 the Contractor waives any 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 §00700 ¶3.10, *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 or damages related to or arising from performance of the Contract Work. If the County establishes non-compliance of the

record-keeping requirement set forth in §00700 ¶ 3.10, *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 greater than those set forth in the Contractor's Claim, except for accrual of any interest owing under applicable law.

## **9.2 LITIGATION**

- A. As a mandatory condition precedent to the initiation of litigation by the Contractor against the County, Contractor shall:
  - 1. Comply with all provisions set forth in this Contract;
  - 2. Enter into an Alternate Dispute Resolution (ADR) process agreeable to both parties at any time during Contract Time but no later than sixty (60) days after issuance of the Certificate of Substantial Completion for the entire Project or Final Acceptance if a Certificate of Substantial Completion for the entire Contract is not issued; and complete the ADR process within 240 days after issuance of Substantial Completion for the entire Project or Final Acceptance if no Certificate of Substantial Completion for the entire Contract is issued; and
  - 3. Receive the Certificate of Substantial Completion for the entire Contract or Final Acceptance if a Certificate of Substantial Completion for the entire Contract is not issued.
- B. Any litigation brought against the County shall be filed and served on the County within 365 days from either the issuance of the Certificate of Substantial Completion for the entire Contract or Final Acceptance if no Certificate of Substantial Completion of the entire Contract is issued. The requirement that the parties participate in ADR does not waive the requirements of this subparagraph.
- C. Venue and jurisdiction shall vest solely in the King the County Superior Court.
- D. Failure to comply with these mandatory condition time requirements 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 for 100% of the Contract Price, on a form acceptable to the County with an approved surety company and in compliance with Chapter 39.08 RCW. Contractor shall notify surety of any changes in the work. The Contractor shall promptly furnish additional bond security to protect the County and persons supplying labor or materials required by the Contract if:
  - 1. The County has a reasonable objection to any surety;
  - 2. Any surety fails to furnish reports on its financial condition pursuant to the County's request; or,
  - 3. 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 (hereinafter

"claims"), arising out of or in any way resulting from the Contractor's officers, employees, agents, and/or subcontractors of all tiers, acts or omissions, 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 indemnify and defend the County from any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the County with a full and complete indemnity and defense of claims made by the Contractor's employees. The parties acknowledge that these provisions were mutually negotiated upon by them.
  3. To the maximum extent permitted by law, the Contractor shall indemnify and defend 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 the County may, in its sole discretion, (1) withhold amounts sufficient to pay the amount of any claim for injury, and/or (2) pay any claim for injury of which King the County may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this Contract.
- D. Any amount withheld will 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. In addition, the Contractor shall reimburse and otherwise be liable for claims costs incurred by King the County, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.
- E. In the event the County incurs any judgment, award, and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

## **10.2 COMPENSATION, WAGES, BENEFITS AND TAXES**

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, 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 SUCCESSORS AND ASSIGNS**

The County and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other with respect to all covenants, agreements and obligations contained in the Contract. 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 THIRD PARTY AGREEMENTS**

Except as otherwise may be provided, the Contract shall not be construed to create a contractual relationship of any kind between: any architect, engineer, Subcontractor, Supplier, or any persons other than the County and Contractor.

#### **10.5 NONWAIVER OF BREACH**

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.

#### **10.6 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 insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by any actual or potential labor dispute, all Subcontractor or lower-tiered Subcontractor shall immediately notify the next higher tier Subcontractor. Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

#### **10.7 LIQUIDATED DAMAGES AGAINST CONTRACTOR**

- A. The liquidated damage amounts, set forth elsewhere in the Contract Documents, will be assessed for Contractor's failure to achieve Substantial Completion within the Contract Time or Final Acceptance. 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 extreme difficulty of fixing and ascertaining the actual damages the County would in such events sustain. These amounts shall be construed as the actual amount of damages sustained by the County, and may be retained by the County and deducted from payments to the Contractor. Assessment of Liquidated Damages shall not release the Contractor from any further obligations or duties pursuant to the Contract Work.

##### **1. Failure to Achieve Substantial Completion**

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 Substantial Completion of the Work does not occur within the Contract Time.

##### **2. Failure to Achieve Final Acceptance**

Final Acceptance of the Work is essential to the County and the time limits as identified by the County are of the essence. The County will incur serious and substantial damages if Final Acceptance of the Work does not occur as the County requires.

#### **10.8 HEADINGS**

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.

#### **10.9 CHOICE OF LAW**

In the event that either party shall bring a lawsuit or action related to or arising out of this Contract, such lawsuit or action shall be brought in the Superior Court, King the County, Washington. This Contract shall be governed by, and construed and enforced in accordance with the laws of the State of Washington.

#### **10.10 SEVERABILITY**

The provisions of this Contract shall be effective in all cases unless otherwise prohibited by Washington State 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.

**END OF SECTION**

**SECTION 00800**  
**SUPPLEMENTAL TERMS AND CONDITIONS**

These Supplemental Terms and Conditions supplement Section 00700, General Terms and Conditions as instructed. 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. 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. ADD THE FOLLOWING DEFINED TERM TO PROVISION 1.0 DEFINITIONS**

**“GG. “Contractor Equipment”** means any equipment, machinery, or vehicles owned by Contractor or its Subcontractors, inclusive of any such equipment, machinery or vehicles owned by an affiliate or subsidiary substantially owned or controlled by the Contractor or Subcontractor. Equipment under lease by Contractor or Subcontractor with an option to purchase is considered to be Contractor Equipment.”

**2. DELETE PROVISION 1.2 ORDER OF PRECEDENCE AND REPLACE WITH THE FOLLOWING:**

**“1.2 ORDER OF PRECEDENCE**

- A. Any conflict or inconsistency between the terms or conditions of the Contract Document shall be resolved by the following descending order of precedence (with 1 taking precedence over 2, 3, 4, 5, 6, 7, 8, 9 and 10. With 2 taking precedence over 2, 3, 4, 5, 6 , 7, 8, 9 and 10 and so forth):
  - 1. The signed Agreement (§00500);
  - 2. The Supplemental Terms and Conditions (§00800);
  - 3. The General Terms and Conditions (§00700);
  - 4. The Technical Specifications (“Specifications”) as modified by Addenda or Change Orders, Divisions 1-17: provisions in Division 1 shall take precedence over provisions of any other Division;
  - 5. Detail drawings, as modified by Change Orders;
  - 6. Original Contract detail drawings;
  - 7. Drawings, as modified by Change Orders;
  - 8. Original Contract drawings;
  - 9. All other sections in Division 0 not specifically identified herein by Section; and
  - 10. Affidavits, Certifications and bonds (§00410; §00420).
- B. In the event there is a conflict, inconsistency, or ambiguity within the Contract Document and EPA requirements, EPA requirements shall take precedence.
- C. In the event there exists a conflict, inconsistency or ambiguity within the terms or conditions of one of the Contract Documents categories set forth

above, the more stringent or more costly requirements shall be deemed to have been intended and to have been included in the original Contract Price.”

**3. DELETE Paragraph C. from Provision 3.8 SCHEDULE OF WORKING HOURS in its entirety and REPLACE with the following:**

“C. The Contractor shall provide written request to perform any Work outside the regular working hours specified in this Contract. The written request 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 after regular working hours, shall be performed without additional expense to the County, except as otherwise provided in the Contract Documents.”

**4. ADD the following paragraph to Provision 3.11 MAINTENANCE AND INSPECTIONS OF DOCUMENTS:**

“I. In addition to the requirements in Section 0700, Paragraph 3.11 A – H, inclusive, the *Consent Decree affecting this Project requires that the Contractor preserve all non-identical* copies of all documents, records or other information (including documents, records or other information in electronic form) in the Contractor’s possession or control or that come into the Contractor’s possession or control regarding this Project until the termination of the Consent Decree, expected to occur in the year 2035. If at any time prior to that date the Contractor proposes to dispose of any Contract Documents related to the Project, Contractor shall give Owner (Project Representative) and the King County Prosecuting Attorney’s Office at the address below at least 60 days advance written notice of its intention to dispose of such Contract Documents and shall thereafter either deliver the same to Owner upon its request or may dispose of such documents if Owner authorizes such disposal or fails to request delivery of the Contract Documents within such 60 day response period.

The address for written notice to the King County Prosecuting Attorney’s Office is:

Chief of the Civil Division  
King County Prosecuting Attorney’s Office  
King County Courthouse  
516 3rd Avenue, Room W400  
Seattle, WA 98104”

**5. ADD paragraph G. to Provision 3.19 CONTRACTOR’S OVERALL RESPONSIBILITY FOR PROTECTION OF WORK, PROPERTY, AND PERSONS follows:**

“G. King County is committed to a safe, healthy, drug-free, and alcohol-free work environment on all County property and worksites. Contractor’s employees are prohibited from reporting to or performing work on County property or worksites with the odor of alcohol present on their person, or are observed by a County employee to be consuming alcohol or controlled substances, and/or appear to be under the influence or impaired by alcohol or controlled substances. The County employee will use specific, contemporaneous and articulable

observations about the contractor employee's appearance, speech, behavior, and odor when making this determination. King County will notify the Contractor of the County employee's observations. The Contractor shall instruct their employee that they are prohibited from continuing to perform work and will safely remove the employee from the County property or worksite."

**6. DELETE Provision 3.23 in its entirety and REPLACE with:**

**"3.23 ARCHAEOLOGICAL AND HISTORICAL PRESERVATION**

- A. The Contractor shall comply fully with the requirements set forth in Chapter 27.53 RCW 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. The Contractor shall immediately suspend any construction activity which 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.
- B. Inadvertent Discovery Of Archeological Resources. The Contractor shall obtain a copy of the Inadvertent Discovery Plan from King County. The Contractor shall keep a copy of the Inadvertent Discovery Plan for the project on the work site at all times. The Contractor shall immediately stop all work if human remains, cultural, or archeological resources are discovered in the course of construction. The Contractor shall follow the Inadvertent Discovery Plan in dealing with the human remains, cultural, or archeological resources."

**7. DELETE Provision 3.24 WATER POLLUTION CONTROL REQUIREMENTS in its entirety and REPLACE with:**

**"3.24 WATER POLLUTION CONTROL REQUIREMENTS**

- A. The Contractor shall comply with and be liable for all penalties, damages and violations under Chapter 90.48 RCW in the performance of this 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 its 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.
- B. No construction related activity shall contribute to the degradation of the environment, allow material to enter surface or ground waters, or allow particulate emissions to the atmosphere, which exceed state or federal standards. Any actions that potentially allow a discharge to the state waters must have prior approval of the state of Washington Department of Ecology."

**8. ADD the following new Provision to Article 3: CONTRACTOR:**

**“3.28 COMMUNITY WORKFORCE AGREEMENT (CWA)**

- A. This Contract is subject to the terms and conditions contained in the Community Workforce Agreement for this Project. The CWA is attached hereto and incorporated into the Contract. Contractor agrees to comply with all terms and conditions contained in the CWA and have incorporated any and all costs associated with compliance with the CWA into the Contract Price.
- B. A Reference Document is provided to further describe the provisions of the Community Workforce Agreement:

[http://www.kingcounty.gov/exec/BusinessDev/~media/exec/businessdev/documents/Georgetown\\_Wet\\_Weather\\_C01072C17\\_King-County-Priority-Hire-Presentation.pptx](http://www.kingcounty.gov/exec/BusinessDev/~media/exec/businessdev/documents/Georgetown_Wet_Weather_C01072C17_King-County-Priority-Hire-Presentation.pptx)”

**9. DELETE paragraph B. from Provision 7.9 WARRANTY AND GUARANTY Provision in its entirety and REPLACE with:**

“B. Unless there are specified interim milestones as identified in Section 01014, 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 01740. 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.”

**10. ADD paragraph D. to Provision 8.0 COUNTY’S RIGHT TO TERMINATE CONTRACT follows:**

**“D. Termination for Non-appropriation**

- 1. If expected or actual funding is withdrawn, reduced or limited in any way prior to Final Acceptance and/or Completion 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. In the event of termination under this section the following shall apply:
  - a. Subject to subsection c (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;
  - b. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs; and
  - c. The Contractor shall be released from any obligation to provide further Work under the Contract affected by the termination.
- 2. Notwithstanding subsection 1 (above), 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.”

**11. DELETE Paragraph 9.2 A. 2, in its entirety, and REPLACE with the following:**

“2. 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, 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.”

**12. DELETE Paragraph 9.2C in its entirety, and REPLACE with the following:**

“C. In the event that either party shall bring a lawsuit or action related to or arising out of this Contract, such lawsuit or action shall be brought in the Superior Court of King County, Washington or in the superior court of either of the two nearest judicial districts, in accordance with RCW 36.01.050.”

**13. In Article 10: MISCELLANEOUS, : DELETE Provision 10.7 LIQUIDATED DAMAGES AGAINST CONTRACTOR in its entirety, and ADD:**

**“10.7 LIQUIDATED DAMAGES AGAINST CONTRACTOR**

- A. The liquidated damage amounts, set forth elsewhere in the Contract Documents, will be assessed for Contractor’s failure to achieve the Contract Milestones by the specified dates or failure to achieve Substantial Completion within the Contract Time or failure to achieve Final Acceptance per Contract. 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 extreme difficulty of fixing and ascertaining the actual damages the County would in such events sustain. These amounts shall be construed as the actual amount of damages sustained by the County, and may be retained by the County and deducted from payments to the Contractor. Assessment of Liquidated Damages shall not release the Contractor from any further obligations or duties pursuant to the Contract Work.

**1. Failure to Achieve Milestone Dates**

Timely performance and completion of the Work is essential to the County and the time limits established by the Milestone dates stated in the Contract are of the essence. The County will incur serious and substantial damages if the Milestones do not occur by the specified dates.

**2. Failure to Achieve Substantial Completion**

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 Substantial Completion of the Work does not occur within the Contract Time.

**3. Failure to Achieve Final Acceptance**

Final Acceptance of the Work is essential to the County and the time limits as identified by the County are of the essence. The County will incur serious and substantial damages if Final Acceptance of the Work does not occur as the County requires.”

**14. DELETE Paragraph 10.9 in its entirety, and REPLACE with the following:**

“10.9 Choice of Law

This Contract shall be governed by, and construed and enforced in accordance with the laws of the State of Washington.”

**15. 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 01300.
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, except as specified in this Section [or] not including:
  - a. Executed Change Orders to the Contract must be transmitted as paper copies.
  - b. As-Built drawings as specified in Section 01720.
  - c. Pay applications can be uploaded to SharePoint for review but must be transmitted as signed paper copies.

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. I & C documents referred to in Section 17000 and 17802
  - c. As-Built drawings as specified in Section 01720
  - d. Product samples
  - e. Color samples
  - f. Full size shop drawings

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.

### 16. ADD the following NEW Article:

#### **"ARTICLE 11: ENVIRONMENTAL PROTECTION AGENCY REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS**

##### **11.0 Protection of the Environment**

- A. No construction related activity shall contribute to the degradation of the environment, allow material to enter surface or ground waters, or allow particulate emissions to the atmosphere, which exceed state or federal standards. Any actions that potentially allow a discharge to state waters must have prior approval of the Washington State Department of Ecology.

### **11.1 Funding Recognition**

- A. All site-specific projects must have a sign of sufficient size to be seen from nearby roadways acknowledging department financial assistance and left in place throughout the life of the project. Department logos must be on all signs and documents. Logos will be provided as needed.

### **11.2 Use Of American Iron And Steel**

- A. The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Fund which contains provisions commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirements") including iron and steel products provided by the Contractor pursuant to this Agreement. "Iron and Steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- B. The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that:
  - 1. the Contractor has reviewed and understands the American Iron and Steel Requirements;
  - 2. all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved; and,
  - 3. the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the Project Owner or the State.
- C. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Project Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

### **11.3 PRIVACY OF CONTRACT**

- A. This Contract is expected to be funded in part by the Washington State Department of Ecology ("WSDOE"). Neither the State of Washington nor

any of its departments, agencies or employees; nor the United State EPA or any of its departments, agencies or employees, are, or will be, a party to this Contract or any lower tier contract.

#### **11.4 COMPLIANCE WITH STATE AND LOCAL LAWS**

- A. The Contractor shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

#### **11.5 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA**

- A. The following provisions apply to (1) any contract negotiated between the County and its Contractor in excess of \$100,000, (2) negotiated contract amendments or change orders in excess of \$100,000 affecting the price of formally advertised, competitively awarded, fixed price contracts, or (3) any lower tier subcontracts or purchase orders in excess of \$100,000 under a contract other than a formally advertised, competitively awarded, fixed price contract. This subparagraph does not apply to contracts awarded on the basis of effective price competition.
- B. The Contractor and subcontractors, where appropriate, assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated contracts, lower tier subcontracts and change orders are based on current, accurate and complete data supported by their books and records. If the County or EPA determines that any price (including profit) negotiated in connection with this Contract, lower tier subcontract or amendment thereunder was increased by any significant sums because the data provided were incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the County shall modify the Contract in writing to reflect such action.
- C. Failure to agree on a reduction shall be subject to provision 9.0, *Contractor Claims* of the General Terms and Conditions, §00700 of the Contract Documents.
- D. Since the Contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with lower tier subcontracts, the Contractor may elect to include a clause in each lower tier subcontract requiring the lower tier subcontractor to appropriately indemnify the Contractor. Lower tier subcontractors may elect to require substantially similar indemnification for defective cost or pricing data submitted by their lower tier subcontractors.

#### **11.6 ACCESS TO CONSTRUCTION SITE AND TO RECORDS**

- A. The Contractor shall provide for the safe access to the construction site and to the Contractor's records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.
- B. The Contractor shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records.
- C. These Project records shall be separate and distinct from the Contractor's other records and accounts.

- D. All such records shall be available to the Owner and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the Contractor for a period of five (5) years after the final audit.

#### **11.7 PROJECT SIGNS**

- A. The Contractor shall display Ecology's and the EPA's logo in a manner that informs the public that the project received financial assistance from the Washington State Water Pollution Control Revolving Fund.

#### **11.8 MBE/WBE Reporting (40 CFR Part 33 Parts 33.302, 33.502 and 33.503).**

- A. The Contractor shall provide DBE (MWBE) Subcontractor Participation Form to all DBE (MWBE) subcontractors. Subcontractors Subcontractor Participation Form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

This form is designated as EPA 6100-2 and is available at:

<http://www.ecy.wa.gov/programs/wq/funding/FundPrgrms/CWSRF/CWSRFres.html>

#### **11.9 COVENANT AGAINST CONTINGENT FEES**

- A. The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business; for breach or violation of this assurance, the County shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Contract Price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

#### **11.10 GRATUITIES**

- A. If the County finds after a notice and hearing that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the County, Washington State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this Contract, the County may, by written notice to the Contractor, terminate this Contract. The County may also pursue other rights and remedies that the law or this Contract provides.
- B. In the event this Contract is terminated as provided in Subparagraph A, the County may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the County) which shall be not less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

#### **11.11 CONTRACT TERMINATION: DEBARMENT**

- A. A breach of the contract clauses in 29 CFR Part 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR Part 5.12.

#### **11.12 CONTRACT ADMINISTRATION PROVISIONS (40 CFR PART 33.302)**

- A. The Contractor shall comply with the contract administration provisions of 40 CFR, Part 33.302.
  - 1. The contractor shall pay its subcontractor for satisfactory performance no more than 30 days from the contractor's receipt of payment.
  - 2. The contractor shall notify the owner in writing prior to any termination of a DBE subcontractor.
  - 3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the contractor shall employ the six good faith efforts when soliciting a replacement subcontractor.
  - 4. The contractor shall employ the six good faith efforts even if the contractor has achieved its fair share objectives.

#### **11.13 SUBCONTRACTOR LOBBYING CERTIFICATION AND DISCLOSURE REVISED 2/23/98**

- A. Pursuant to 40 CFR Part 34 (which is by this reference incorporated herein), no appropriated funds may be expended by the Contractor or any subcontractor, regardless of tier, to pay any person (as defined in said Part 34) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. The Contractor shall require that every subcontractor, regardless of tier, whose subcontract exceeds \$100,000, shall execute and file a Disclosure of Lobbying Activities, located in §00410.

#### **11.14 AUDIT REQUIREMENTS / COST PRINCIPLES**

- A. The Contractor agrees that it will comply with the provisions of OMB Circular A-128, governing the audit of State and local government and Indian tribe federal assistance recipients for fiscal years that begin after December 31, 1984.
- B. The cost principles of OMB Circular A-87 are applicable to this contract. When indirect costs are included within the budget, the Contractor must be in compliance with A-87 and EPA regulations regarding allowable project costs. Actual indirect costs charged to this Contract may not exceed the final approved rates as agreed upon by the Contractor and appropriate cognizant federal agency.

#### **11.15 RECYCLED PAPER**

- A. Pursuant to EPA Order 1000.25, dated January 24, 1990, the Contractor agrees to use recycled paper for all reports, which are prepared as a part of this contract and delivered to the federal agency. This requirement does not apply to federal Standard Forms. These forms are printed on recycled paper as available through the General Services Administration.

#### **11.16 40 CFR PART 33**

- A. The Contractor acknowledges that, in circumstances where the provisions of 40 CFR Part 31 are ambiguous, EPA will generally look for guidance to the language of 40 CFR Part 33 and past determinations made pursuant to Part 33.

#### **11.17 RETENTION OF PROJECT RECORD AND AUDIT OF PROJECT RECORDS**

- A. The Contractor agrees to maintain its records in accordance with 40 CFR 31.42 (Retention of Records). Where federal and state/local records retention requirements are less stringent, the Contractor must maintain all project records in accordance with federal standards. The Contractor is advised to pay special attention to the requirements of 40 CFR 31.42(b) (1) and (2), "Length of retention period."
- B. EPA reserves the right to conduct an audit of this contract. The Contractor acknowledges that failure to maintain adequate records may result in costs being declared ineligible due to a lack of supporting documentation and the Contractor's obligation to return to the County, on behalf of EPA, any unsupported costs (40 CFR Part 31, Subpart D).

#### **11.18 QUARTERLY REPORTS**

- A. Quarterly performance reports in accordance with 40 CFR 31.40 shall be submitted to the Project Representative, on behalf of the EPA Project Officer. The quarterly performance reports must contain a status of the project that is a comparison of the actual accomplishments to the objectives established for that budget period and phase(s), as well as justifications for slippage and cost overruns. These reports will be due within 30 days of the end of the reporting period which is on March 31, June 30, September 30, and December 31 (40 CFR 31.40). Also, billings shall be submitted to the Project Representative monthly; updated cash flow projections and project schedules shall be submitted to the Project Representative on a quarterly basis or as significant deviations or project changes occur.

#### **11.19 LAND**

- A. If any eligible land is included, there will be a federal interest in the land and the land must be purchased in accordance with applicable sections of 40 CFR Part 31, and any other applicable regulations.

#### **11.20 EQUIPMENT**

- A. In accordance with OMB Circular A-87, 40 CFR 31.3 and 31.22, all equipment with an acquisition cost of \$5,000 or more per unit must be submitted to the Project Representative for approval by the EPA Project Officer.

### **11.21 HOTEL / MOTEL FIRE SAFETY ACT**

- A. Effective October 1, 1994, the Contractor agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds, complies with the Hotel and Motel Fire Safety Act of 1990.

### **11.22 LAWS, REGULATIONS, EXECUTIVE ORDERS**

- A. The Contractor will comply with all federal laws, regulations, and Executive Orders, including those listed herein. To the extent these federal laws, regulations, and Executive Orders are less stringent than Washington State or King County laws or regulations, the State or County laws or regulations shall control.

#### **B. LIST OF FEDERAL LAWS, AUTHORITIES, AND REGULATIONS**

##### **1. Grant Regulations**

- a. 40 CFR Part 31 – General Regulations (a copy is located in §00140)
- b. 40 CFR Part 32, Subparts A–E – Debarment & Suspension Under EPA Assistance, Loan & Benefit Programs
- c. 40 CFR Part 32, Subpart F – Drug Free Workplace Requirements
- d. OMB Circular A-87 – Cost Principles for State & Local Governments
- e. OMB Circular A-128 – Audits of State & Local Governments

##### **2. Environmental**

- a. Archeological and Historic Preservation Act of 1974, PL 93-291
- b. Clean Air Act, 42 USC 1857(h) & 7506(c)
- c. Coastal Barrier Resources Act, 16 USC 3501, et seq.
- d. Coastal Zone Management Act of 1972, PL 92-583, as amended
- e. Endangered Species Act, 16 USC 1531, et seq.
- f. Executive Order 11593, Protection and Enhancement of the Cultural Environment
- g. Executive Order 11988, Floodplain Management
- h. Executive Order 11990, Protection of Wetlands
- i. Farmland Protection Policy Act, 7 USC 4201, et seq.
- j. Fish and Wildlife Coordination Act, PL 85-624, as amended
- k. National Historic Preservation Act of 1966, PL 89-665, as amended
- l. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended
- m. Wild and Scenic Rivers Act, PL 90-542, as amended

- n. Requirements of the energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, PL 94-163, 89 Stat. 871
- 3. Economic
  - a. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
  - b. All applicable standards, order, or requirements under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act (33 USC 1368), including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans, and EPA regulations 40 CFR Part 15
  - c. Copeland 'Anti-Kickback' Act, 18 USC 874, as supplemented in Department of Labor regulations (29 CFR Part 3)
- 4. Social Legislation
  - 1. Age Discrimination Act, PL 94-135
  - 2. Civil Rights Act of 1964, PL 88-352
  - 3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
  - 4. Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60)
  - 5. Executive Orders 1162 and 12138, Women and Minority Business Enterprise Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)
  - 6. Sections 103 & 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330), as supplemented by Department of Labor regulations (29 CFR Part 5).
- 5. Miscellaneous Authorities
  - a. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646.
  - b. Executive Order 12549 – Debarment and Suspension.”

**13. ADD the following NEW Article:**

**“ARTICLE 12: SRF FUNDING**

**12.0 THIRD PARTY BENEFICIARY**

- A. Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.
- B. While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner

and the Contractor agree that the State is a third-party beneficiary and neither this paragraph, nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.”

**14. ADD the following NEW Article:**

**“ARTICLE 13: PREVAILING WAGE RATE REQUIREMENTS**

**13.0 PREVAILING WAGE**

- A. The work performed under this contract is subject to the wage requirements of the Davis-Bacon Act. The Contractor shall conform to the wage requirements prescribed by the federal Davis-Bacon and Relate Acts which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part by SRF appropriations in excess of \$2000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, and determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.
- B. The Contractor agrees that the Contractor is legally and financially responsible for compliance with the Davis-Bacon Act wage rules. All laborers and mechanics employed by contractors and subcontractors employed as part of this contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

**13.1 WAGE RATE REQUIREMENTS FOR SUBRECIPIENTS. (To be included in full in any contract in excess of \$2,000)**

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Lorraine Fleury at [fleury.lorraine@epa.gov](mailto:fleury.lorraine@epa.gov) or at 215-814-2341 of EPA, Region III Grants and Audit Management Branch for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

**1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.**

Under the FY 2013 Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

## **2. Obtaining Wage Determinations.**

- (a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
  - (i) While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
  - (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### **3. Contract and Subcontract provisions.**

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2012 Appropriations Act , the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

(ii.) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.wdol.gov](http://www.wdol.gov)

- (ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting

officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
  - (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly

number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or

his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they

are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of

Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts

contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**4. Contract Provision for Contracts in Excess of \$100,000.**

a. Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.
- (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## **5. Compliance Verification**

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or

equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>

### **13.2 OBTAINING WAGE DETERMINATIONS.**

- A. Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

1. While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
  2. If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- B. If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing Contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.
- C. Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime Contractor has required its subcontractors to include the applicable wage determinations.
- D. As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's Contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### **13.3 CONTRACT AND SUBCONTRACT PROVISIONS.**

- A. The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor

standards provisions of any of the acts listed in § 5.1 or the FY 2010 appropriation , the following clauses:

a. Minimum wages.

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
2. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
3. Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).
4. The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - b) The classification is utilized in the area by the construction industry; and
  - c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- 5. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.
- 6. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- 7. The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- b. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- c. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- d. Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- e. Payrolls and basic records.
  - 1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of

trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. The Contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site or its successor site at:

<http://www.dol.gov/whd/programs/dbra/wh347.htm>

3. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the subrecipient(s).
4. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - a) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages

earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- 5. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this section.
  - 6. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
  - 7. The Contractor or subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- f. Apprentices and trainees--
- 1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under

the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination

which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- g. Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- h. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- i. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- j. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- k. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.
- l. Certification of eligibility.
  1. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in

the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **13.4 CONTRACT PROVISION FOR CONTRACTS IN EXCESS OF \$100,000.**

- A. Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
  - a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.
  - c. Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

- d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- B. In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

### **13.5 COMPLIANCE VERIFICATION**

- A. The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- B. The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each Contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the Contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- C. The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and

follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each Contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the Contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

- D. The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- E. Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

#### **END OF SECTION**

**SECTION 00900**  
**ESCROW BID DOCUMENTATION**

**PART 1: GENERAL**

**1.01 SUMMARY**

- A. This Section specifies the requirements for submittal, preservation, access, and use of Bidder's/Contractor's Escrow Bid Documentation ("EBD"), as defined herein.
- B. The EBD provided by the Bidder(s) shall be specific enough that a third party could look at the EBD and determine the labor, material and equipment costs for each Contract Division and Specification Section within the Division. The EBD should also identify field and home office overhead and profit.
- C. The apparent low bidder shall execute the Escrow Bid Documentation Agreement attached herein and submit it no later than the meeting established to review the EBD as set forth in paragraph 1.03 F.

**1.02 ESCROW BID DOCUMENTATION DEFINITION**

- A. The term "EBD" means: Any and all writings, drafts, working papers, take off sheets, phone logs, computer printouts, charts, electronic data, spreadsheets, drawings, scope of work narratives or outlines, photographs, and any other documentation or data compilations which contain or reflect any and all information, data, and calculations compiled to, referred to, related to, and/or used to:
  - 1. estimate and/or prepare the bid;
  - 2. estimate productivity, types of equipment and materials, and manpower; and
  - 3. estimate, determine, evaluate, and/or compare equipment rates, labor rates, efficiency or productivity factors, and overhead and profit rates,and includes but not limited to the following documents:
  - 4. Quotes from subcontractors, suppliers, subconsultants, and materialmen with any and all backup documentation;
  - 5. Takeoff sheets, cut and add sheets, and any and all backup documentation;
  - 6. Any and all survey notes or calculations and/or site visit notes or documents; and
  - 7. Any and all manuals, books, and/or reference guides which were used in determining the bid for this Contract. If such manuals, books, and/or reference guides are standard in the industry, they may be included in the EBD by reference provided the reference includes the title, edition, publication date, and author. At the request of the County, the Bidder shall provide a copy of the manuals, books, and reference guides at no cost to the County.
- B. If Bidders provide rolled up take off sheets or electronic data for any aspect of the EBD, Bidders must also provide the backup documentation supporting the rolled up take off sheets and electronic data, and the software or a license for use of the software to access the electronic data.

- C. The Bidder(s) shall provide the EBD as defined in Paragraph 00900-1.01 and 1.02 for all subcontractors, suppliers, and materialmen.
- D. The term EBD does not include the Contract Documents (General Terms and Conditions, Requirements, Technical Specifications and Drawings) provided by King County for use by the Bidders in bidding on this Contract.
- E. Unsuccessful bidders shall not destroy, throw away or write over any EBD or any other documentation used in, referenced or referring to the Bidder's bid until the return of the Bidder's bid guaranty by King County.

### **1.03 DELIVERY OF BID DOCUMENTATION TO THE COUNTY**

- A. Within four (4) business days after receiving a written request from the Contract Specialist, the apparent low Bidder shall submit the EBD to:

Mark Hoge, Contract Specialist  
King County Procurement & Payables Section  
401 Fifth Avenue  
3rd floor, Chinook Building  
Seattle, Washington 98104

- B. At the County's option, the County may also request EBD from the second low Bidder or any other Bidder and such EBD shall be provided to the County within four (4) business days of such request.
- C. If a Bidder has submitted EBD pursuant to this Section, but does not become the Contractor, its EBD will be returned with its bid guaranty.
- D. EBD shall be submitted as follows:
  - 1. All EBD shall be in folder(s) or three-ring binder(s). The folder(s) or three ring binder(s) shall be clearly marked "Escrow Bid Documentation - Contract No. C01072C17" and shall contain the Bidder's name, contact person, phone number, and date of submittal. Such EBD shall be kept by King County Procurement and Payables Section (P&P) in a secured sealed container for the duration of the Contract. Access to EBD shall be pursuant to the Escrow Bid Documentation Agreement attached herein.
  - 2. Bidders shall mark any of the pages of the EBD it considers PROPRIETARY or CONFIDENTIAL accordingly. Such information will be treated as such by King County; however, the County cannot insure that this information would not be subject to release pursuant to a public disclosure request. In the event the County receives a public disclosure request for such information, the County will immediately advise the Bidder(s) and will not release the marked documents for a period of not less than ten (10) days in order to give the Bidder(s) an opportunity to obtain a court order prohibiting the release of the information in response to the public disclosure request.
  - 3. The writing on the pages shall be legible.
  - 4. The paper shall be white in color or some other light (neutral) colored paper.

- E. Bidders shall include with their EBD a statement by an individual authorized by the Bidder to execute bids and contracts, certifying under penalty of perjury that:
  - 1. all documentation used in preparing the bid and that which supports how the bid price was calculated has been provided to the County; and
  - 2. an attached index of each document with sufficient specificity and reference to the Contract Specification Section (including page number(s)) so that a comparison can be made between the index, the Contract Specification Section numbers, and the EBD to ensure that all required EBD has been provided.
- F. Prior to Notice of Selection, the County and the apparent low Bidder shall meet to review the EBD to determine whether the submitted EBD satisfies the requirements of this Section 00900.
- G. Documents listed in the certificate but not included in the folder(s) or three ring binder(s) through error or oversight by the Bidder(s) shall be submitted to the County within two (2) business days after notification from the County that EBD is missing or within two (2) business days after the Bidder(s) becomes aware of the error or an explanation as to why the documentation does not exist.
- H. If the County determines that the EBD is illegible, not electronically accessible, or not submitted in accordance with this Section 00900, the Bidder(s) shall:
  - 1. Provide legible copies of the EBD;
  - 2. Supply the software necessary to access the EBD; and,
  - 3. Comply with the requirements of this Section within two (2) business days of the County's request.
- I. **Failure to submit EBD within the times prescribed, failure to be cooperative with the County in providing the EBD, or destruction of Bid Documents is just reason for a Bidder to be found not responsible, and the County may reject the Bidder as not responsible.**

#### **1.04 USE OF BID DOCUMENTATION**

- A. Access to the EBD by King County shall be pursuant to the Escrow Bid Documentation Agreement attached herein.
- B. The Bidder(s)/Contractor agrees that the EBD shall contain all documentation used in preparing their bid. No other bid documentation concerning the Contractor's calculation of its bid shall be utilized by the Contractor during disputes and/or litigation of claims arising out of this Contract, unless otherwise approved by King County.
- C. The EBD may be reviewed and used by the County to determine the Contractor's bid concept, to evaluate the Contractor's breakdown of contract price, evaluate productivity and schedule, negotiate price adjustments under the Contract, evaluate Requests For Information, Requests For Change Order, Change Proposals, Claims, or for any other reason related to the Contract.

- D. The County may copy the portions of the EBD which pertain to the current issue (i.e., Claim, Request for Change Order, dispute, etc.), and may provide a working copy(s) to County personnel, agents, or consultants. The County, its agents, and consultants may maintain such working copies of the EBD. At the request of Project Representative, all copies of EBD will be returned to P&P or destroyed.
- E. If a Disputes Review Board ('DRB') or mediator is used to resolve disputed claims, the Board members and/or mediator shall have unrestricted use and access to the EBD for purposes of evaluating, understanding, resolving and settling disputes/claims. The DRB or mediator shall maintain submitted documents in a sealed file, marked "Confidential and Proprietary" and shall return such documents to P&P at the conclusion of the DRB or mediation process.

**END OF SECTION**

## ESCROW BID DOCUMENTATION AGREEMENT

This Agreement is for the retention and use of Escrow Bid Documentation ("EBD") submitted in accordance with Section 00900, for Georgetown Wet Weather Treatment Station - Outfall, Contract No. C01072C17 by (Contractor's Name) \_\_\_\_\_, the Contractor hired by King County ("County") to perform all the work associated with this Contract.

Pursuant to Contract Documents, King County and the Contractor agree to the following:

### A. DURATION OF ESCROW FOR BID DOCUMENTATION

The EBD and the EBD certificate shall remain in escrow in a secured location under the control of King County during the life of the Contract and will be returned to the Contractor by King County, Procurement & Payables Section (P&P), thirty (30) days after whichever event occurs later: (1) the payment of Contract retainage, or (2) the issuance of Final Acceptance and resolution of all claims, disputes and/or litigation.

### B. ACCESS TO ESCROW BID DOCUMENTATION

1. For purposes of protecting the EBD maintained within P&P, the County and the Contractor shall each designate a maximum of three (3) Authorized Representatives who may access the EBD maintained at P&P.

#### 2. Authorized Representatives

For Contractor are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

For King County are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

3. The Contractor and/or the County may change the Authorized Representatives with written notice to P&P and a copy of the notice to the other party. Unless P&P receives a letter from one of the Contractor's Authorized Representatives authorizing access to the County without the presence of a Contractor's Authorized Representative, the presence of both an Authorized Representative from the County and the Contractor shall be required to gain access to the EBD located at P&P. At no time shall the Contractor have access to the EBD and EBD certificate located at P&P without the presence of a County Authorized Representative.

### C. REMEDIES FOR REFUSAL OR FAILURE TO PROVIDE OR ALLOW ACCESS TO BID DOCUMENTATION

If the Contractor fails or refuses to allow the County to access examine, copy, and/or maintain a copy of the Escrow Bid Documentation, the County and the Contractor agree that:

1. P&P shall provide access to the EBD to the County's Authorized Representative(s) if the County provides a declaration and supporting documentation showing that:

- a. the County provided the Contractor with a minimum of 24-hour written notice of its intent to access and/or copy the EBD; and
  - b. it has been more than two days (48 hours) since the County provided notice of its intent to access the Escrow Bid Documents and the Contractor has either failed to acknowledge notice of the County's request or is refusing to allow the County to access the EBD.
2. An employee from P&P shall be present when the County accesses the EBD to observe that nothing occurs in the process of accessing the EBD to affect the authenticity and integrity of the Escrow Bid Documents.

#### D. USE OF ESCROW BID DOCUMENTATION

The EBD may be used to determine the Contractor's bid concept; to evaluate the Contractor's breakdown of Contract Price; to negotiate price adjustments under the Contract; evaluate Requests For Information, Requests For Change Order, Change Proposals and Claims; or for any other reason related to or arising out of this Contract. Pursuant to the Contract, Section 00900, the County may copy the Escrow Bid Documents and utilize such copies. Paragraph B above does not apply each time the County or Contractor accesses their previously accessed working copies of the Escrow Bid Documentation.

SIGNED by authorized representatives of:

Contractor

King County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_