

# **Factoria Recycling and Transfer Station**

**Contract C00678C12**

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**CONTRACT VOLUME 3 of 15**

**RFP Volume 1 of 7**

**Request for Proposal**

**Division 0 - Proposal Requirements  
General Terms and Conditions  
Division 1 - General Requirements**

**June 2014**



**King County**

Department of Natural Resources and Parks  
**Solid Waste Division**

# **Factoria Recycling and Transfer Station Project**

**Contract C00678C12**

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**Volume 1 of 7**

**Request for Proposal**

**Division 0 - Proposal Requirements  
General Terms and Conditions  
Division 1 - General Requirements**

**August, 2013**



**King County**

Department of Natural Resources and Parks  
**Solid Waste Division**

# Factoria Recycling and Transfer Station Project

## King County Contract C00678C12

Dow Constantine  
King County Executive

### Metropolitan King County Council

Rod Dembowski	Larry Gossett
Kathy Lambert	Larry Phillips
Julia Patterson	Jane Hague
Pete von Reichbauer	Jan Drago
Reagan Dunn	

AUGUST 2013



**King County**

Department of Natural Resources and Parks  
**Solid Waste Division**

**TABLE OF CONTENTS**  
**FACTORIA RECYCLING AND TRANSFER STATION PROJECT**  
**CONTRACT C00678C12**

**VOLUME 1**

DIVISION 0 – REQUEST FOR PROPOSAL AND GENERAL TERMS AND CONDITIONS

- 00110 RFP PROPOSAL PHASE INSTRUCTIONS AND REQUIREMENTS  
PROJECT LABOR AGREEMENT
- 00120 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, SMALL  
CONTRACTORS AND SUPPLIERS, AND APPRENTICESHIP REQUIREMENTS
- 00130 WASHINGTON STATE PREVAILING WAGE RATES FOR PUBLIC WORKS  
CONTRACTS
- 00410 FORMS DUE PRIOR TO CONTRACT EXECUTION BY KING COUNTY
- 00420 PERFORMANCE AND PAYMENT BOND
- 00430 INSURANCE REQUIREMENTS
- 00500 ADDENDA
- 00600 AGREEMENT
- 00700 GENERAL TERMS AND CONDITIONS
- 00800 SUPPLEMENTAL TERMS & CONDITIONS

DIVISION 01 - GENERAL REQUIREMENTS

- 01 01 00 PARTNERING
- 01 09 05 REFERENCE STANDARDS
- 01 10 00 SUMMARY OF WORK
- 01 13 00 ESCROW BEST AND FINAL OFFER (BAFO) DOCUMENTATION
- 01 14 00 WORK RESTRICTIONS
- 01 20 00 PAYMENT PROCEDURES
- 01 20 01 SCHEDULE OF VALUES
- 01 21 00 ALLOWANCES
- 01 30 00 ADMINISTRATIVE REQUIREMENTS
- 01 32 00 COORDINATED UTILITY PLANS
- 01 32 20 SCHEDULING
- 01 33 00 SUBMITTAL PROCEDURES
- 01 33 00A LEED MATERIALS TRACKING FORM
- 01 35 00 HEALTH AND SAFETY
- 01 35 05 PROTECTION OF DEPOSITS OF HISTORICAL OR ARCHAEOLOGICAL  
INTEREST
- 01 41 00 REGULATORY REQUIREMENTS
- 01 43 00 QUALITY ASSURANCE AND CONTROL
- 01 43 20 SURVEYING
- 01 50 00 TEMPORARY FACILITIES AND CONTROLS
- 01 55 00 TRAFFIC CONTROLS
- 01 60 00 PRODUCT REQUIREMENTS
- 01 70 00 EXECUTION PROCEDURES

01 73 00	OPERATION AND MAINTENANCE MANUALS
01 73 20	OPENINGS AND PENETRATIONS IN CONSTRUCTION
01 73 29	CUTTING AND PATCHING
01 74 10	CONSTRUCTION WASTE MANAGEMENT
01 78 00	CLOSE OUT PROCEDURES
01 78 02	CLOSE OUT PROCEDURES: TWO-YEAR WARRANTY
01 78 05	CLOSEOUT PROCEDURES: FIVE-YEAR WARRANTY
01 78 10	CLOSEOUT PROCEDURES: TEN-YEAR WARRANTY
01 78 15	CLOSEOUT PROCEDURES: FIFTEEN-YEAR WARRANTY
01 78 20	CLOSEOUT PROCEDURES: TWENTY-YEAR WARRANTY
01 78 25	CLOSEOUT PROCEDURES: TWENTY-FIVE-YEAR WARRANTY
01 81 30	SUSTAINABILITY REQUIREMENTS
01 81 90	AIR QUALITY MANAGEMENT
01 91 00	LEAD AND ASBESTOS
01 91 10	REGULATED BUILDING MATERIALS
01 95 00	COMMISSIONING REQUIREMENTS
01 97 50	TRANSITION PERIOD PLANNING AND IMPLEMENTATION ASSISTANCE

**VOLUME 2****DIVISION 02 - EXISTING CONDITIONS**

02 31 40	REMOVAL OF HAZARDOUS MATERIALS AND DANGEROUS WASTE
02 41 00	DEMOLITION

**DIVISION 03 - CONCRETE**

03 05 05	TESTING
03 09 00	CONCRETE
03 11 13	FORMWORK
03 21 00	REINFORCEMENT
03 31 30	CONCRETE, MATERIALS AND PROPORTIONING
03 31 31	CONCRETE MIXING, PLACING, JOINTING, AND CURING
03 31 32	CONCRETE FINISHING AND REPAIR OF SURFACE DEFECTS
03 35 00	CONCRETE SEALER
03 41 13	PRECAST CONCRETE HOLLOW CORE SLAB
03 48 00	PRECAST CONCRETE VAULTS AND OIL WATER SEPARATORS

**DIVISION 05 - METALS**

05 12 00	STRUCTURAL STEEL
05 21 10	STEEL JOISTS
05 30 00	METAL DECK
05 40 00	COLD FORMED METAL FRAMING
05 50 00	METAL FABRICATIONS

- 05 51 00 METAL STAIRS
- 05 52 05 STEEL RAILINGS
- 05 82 50 ROOF WALK GRATINGS

**DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES**

- 06 10 00 ROUGH CARPENTRY
- 06 16 00 SHEATHING
- 06 41 00 ARCHITECTURAL CABINETWORK

**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

- 07 13 26 SELF-ADHERING SHEET WATERPROOFING
- 07 21 00 BUILDING INSULATION
- 07 22 70 ROOF ANCHOR POSTS
- 07 25 00 WEATHER BARRIERS
- 07 26 00 UNDER SLAB VAPOR RETARDER
- 07 42 14 METAL WALL PANELS
- 07 54 25 FULLY ADHERED TPO ROOFING
- 07 61 13 METAL ROOFING
- 07 62 00 FLASHING AND SHEET METAL
- 07 72 33 ROOF HATCHES
- 07 72 36 SMOKE, HEAT AND EXPLOSION RELIEF VENTS
- 07 84 00 FIRESTOPPING
- 07 92 00 JOINT SEALANTS
- 07 95 13 EXPANSION JOINT COVERS

**DIVISION 08 - OPENINGS**

- 08 11 00 METAL DOORS AND FRAMES AND BORROWED LIGHT FRAMES
- 08 14 16 FLUSH WOOD DOORS
- 08 31 16 ACCESS PANELS AND DOORS
- 08 33 23 STEEL ROLLING OVERHEAD DOORS
- 08 34 20 ROLLING STEEL HANGAR DOORS
- 08 41 10 STOREFRONT
- 08 44 13 CURTAINWALL SYSTEM (THERMALLY BROKEN)
- 08 45 00 TRANSLUCENT PANEL SYSTEMS
- 08 51 23 STEEL WINDOWS
- 08 62 00 SKYLIGHT
- 08 62 50 TUBULAR DAYLIGHT SYSTEM
- 08 70 00 FINISH HARDWARE
- 08 81 00 GLASS AND GLAZING
- 08 90 00 LOUVERS AND VENTS

DIVISION 09 - FINISHES

- 09 22 16 NON-LOAD-BEARING WALL FRAMING SYSTEMS
- 09 25 00 TEXTURED FINISH COATING
- 09 29 00 GYPSUM BOARD
- 09 30 13 CERAMIC TILE (CT)
- 09 51 00 ACOUSTICAL MATERIALS
- 09 53 00 ACOUSTIC SUSPENSION SYSTEM
- 09 65 00 VINYL COMPOSITION TILE FLOORING AND RESILIENT BASE
- 09 77 61 FIBERGLASS REINFORCED PLASTIC (FRP) PANELS
- 09 91 00 PAINTING AND PROTECTIVE COATINGS

DIVISION 10 - SPECIALTIES

- 10 11 00 MARKERBOARDS AND TACKBOARDS
- 10 14 00 IDENTIFICATION DEVICES
- 10 14 23 SIGNAGE
- 10 21 13 TOILET PARTITIONS
- 10 26 00 CORNER GUARDS
- 10 28 13 TOILET AND BATH ACCESSORIES
- 10 29 00 BIRD CONTROL DEVICE
- 10 44 33 FIRE EXTINGUISHER AND CABINETS
- 10 51 13 METAL LOCKERS AND LOCKER BENCHES
- 10 75 00 FLAGPOLES
- 10 80 00 MISCELLANEOUS SPECIALTIES

**VOLUME 3**

DIVISION 11 - EQUIPMENT

- 11 40 00 MUNICIPAL SOLID WASTE COMPACTOR
- 11 45 10 RESIDENTIAL APPLIANCES

DIVISION 12 - FURNISHINGS

- 12 24 14 ROLLER SHADES
- 12 35 53 LABORATORY WORK SURFACES
- 12 48 13 ENTRANCE FLOORING SYSTEMS

DIVISION 21 - FIRE SUPPRESSION

- 21 13 00 FIRE-SUPPRESSION SPRINKLER SYSTEMS
- 21 30 00 FIRE PUMP

DIVISION 22 - PLUMBING

- 22 20 00 PLUMBING FIXTURES AND EQUIPMENT
- 22 30 00 DUST AND ODOR SUPPRESSION

**DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)**

23 05 93	HVAC SYSTEMS: BALANCING AND TESTING
23 09 00	INSTRUMENTATION AND CONTROL FOR HVAC SYSTEMS
23 21 00	HYDRONIC SPECIALTIES
23 31 00	HVAC: DUCTWORK
23 74 36	REFRIGERANT PIPING SYSTEM
23 80 00	HVAC: EQUIPMENT
23 80 05	VARIABLE FREQUENCY DRIVES: LOW VOLTAGE
23 83 00	RADIANT HEATERS

**DIVISION 26 - ELECTRICAL**

26 05 00	ELECTRICAL: BASIC REQUIREMENTS
26 05 01	ELECTRICAL COMMISSIONING
26 05 19	WIRE AND CABLE: 600 VOLT AND BELOW
26 05 26	GROUNDING
26 05 33	RACEWAYS AND BOXES
26 05 36	CABLE TRAY
26 05 43	ELECTRICAL: EXTERIOR UNDERGROUND
26 05 48	SEISMIC BRACING SYSTEMS
26 08 13	ACCEPTANCE TESTING
26 09 13	ELECTRICAL METERING DEVICES
26 09 16	CONTROL EQUIPMENT ACCESSORIES
26 09 43	LOW VOLTAGE LIGHTING CONTROL SYSTEM
26 22 13	DRY-TYPE TRANSFORMERS
26 24 13	SWITCHBOARDS
26 24 16	PANELBOARDS
26 24 19	MOTOR CONTROL EQUIPMENT
26 26 13	PACKAGE POWER SUPPLY
26 27 26	WIRING DEVICES
26 28 00	OVERCURRENT AND SHORT CIRCUIT PROTECTIVE DEVICES
26 28 16	SAFETY SWITCHES
26 28 17	SEPARATELY MOUNTED CIRCUIT BREAKERS
26 32 14	ENGINE GENERATOR: DIESEL
26 36 00	TRANSFER SWITCHES
26 41 13	LIGHTNING PROTECTION SYSTEM
26 43 13	LOW VOLTAGE SURGE PROTECTION DEVICES (SPD)
26 50 00	INTERIOR AND EXTERIOR LIGHTING

**DIVISION 27 - COMMUNICATIONS**

27 05 00	PASSIVE TELECOMMUNICATION SYSTEM
27 52 13	CENTRAL EMERGENCY LIGHTING INVERTER

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

- 28 16 00 INTRUSION DETECTION
- 28 23 00 VIDEO SURVEILLANCE INFRASTRUCTURE
- 28 31 00 FIRE DETECTION AND ALARM
- 28 31 50 HAZARDOUS GAS DETECTION AND ALARM
- 28 34 00 ELECTRONIC DETECTION, ALARM AND ACCESS CONTROL

**VOLUME 4**

DIVISION 31 - EARTHWORK

- 31 10 00 SITE CLEARING
- 31 21 33 TRENCHING, BACKFILLING, AND COMPACTING FOR UTILITIES
- 31 23 00 EARTHWORK
- 31 23 19 TEMPORARY DEWATERING
- 31 25 00 SOIL EROSION AND SEDIMENT CONTROL
- 31 37 00 STONE REVETMENT (RIP RAP)
- 31 50 00 TEMPORARY EARTH RETENTION SYSTEMS
- 31 51 00 PERMANENT GROUND ANCHORS
- 31 69 00 FOUNDATION SUBSURFACE DRAIN SYSTEM

DIVISION 32 - EXTERIOR IMPROVEMENTS

- 32 12 16 ASPHALTIC CONCRETE VEHICULAR PAVING
- 32 13 13 CONCRETE PAVEMENT, SIDEWALK AND STEPS
- 32 16 13 CONCRETE CURB AND GUTTER
- 32 31 13 CHAIN LINK FENCE AND AUTOMATED GATES
- 32 31 16 WELDED WIRE SWING GATES
- 32 32 23 STRUCTURAL EARTH WALLS
- 32 32 43 SOLDIER PILE AND SOLDIER PILE TIEBACK WALLS
- 32 40 00 SITE FURNISHINGS
- 32 84 00 IRRIGATION SYSTEM
- 32 90 00 LANDSCAPING
- 32 91 05 TOPSOILING AND FINISHED GRADING

DIVISION 33 - UTILITIES

- 33 05 16 PRECAST CONCRETE MANHOLE STRUCTURES
- 33 11 13 WATER MAIN CONSTRUCTION
- 33 12 19 FIRE HYDRANT
- 33 40 00 STORM DRAINAGE UTILITIES
- 33 44 16 PREFABRICATED TRENCH DRAIN SYSTEM
- 33 52 19 DIESEL FUEL DISPENSING SYSTEM
- 33 56 16 UNDERGROUND STORAGE TANKS

DIVISION 40 - PROCESS INTEGRATION

- 40 05 05 EQUIPMENT: BASIC REQUIREMENTS
- 40 05 13 PIPE AND PIPE FITTINGS: BASIC REQUIREMENTS
- 40 05 16 PIPE SUPPORT SYSTEMS
- 40 05 23 VALVES: BASIC REQUIREMENTS
- 40 20 13 PIPE: STEEL
- 40 20 16 PIPE: DUCTILE
- 40 20 19 PIPE: COPPER
- 40 20 23 PIPE: PLASTIC
- 40 20 36 PIPE: CAST-IRON SOIL
- 40 20 43 PIPE: POLYVINYL CHLORIDE (PVC) CHEMICAL WASTE
- 40 41 13 HEAT TRACING CABLE
- 40 42 00 PIPE, DUCT AND EQUIPMENT INSULATION
- 40 50 05 GATE VALVES
- 40 50 10 PLUG VALVES
- 40 50 15 BUTTERFLY VALVES
- 40 50 20 BALL VALVES
- 40 50 25 GLOBE VALVES
- 40 50 30 CHECK VALVES
- 40 50 35 MISCELLANEOUS VALVES
- 40 65 21 COMPRESSED AIR SYSTEM
- 40 90 10 SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM

**VOLUME 5 – APPENDICES**

- A HAZARDOUS MATERIAL SURVEY
- B PERMITS
  - B1 CITY OF BELLEVUE, WASHINGTON CONDITIONAL USE PERMIT AND CRITICAL AREAS LAND USE PERMIT
  - B2 CITY OF BELLEVUE, WASHINGTON CLEARING AND GRADING PERMIT
  - B3 CITY OF BELLEVUE, WASHINGTON RETAINING WALL PERMITS FOR WALL 3
  - B4 CITY OF BELLEVUE, WASHINGTON RETAINING WALL PERMITS FOR WALL 4
  - B5 CITY OF BELLEVUE, WASHINGTON BUILDING PERMIT FOR FUELING FACILITY
- C CONSTRUCTION TIRE WASH INFORMATION

**VOLUME 6 – RFP DRAWINGS**

- SITE WORK
- LANDSCAPING
- STRUCTURAL

**VOLUME 7 – RFP DRAWINGS**

ARCHITECTURAL

MECHANICAL (HVAC)

PLUMBING

PROCESS/DUST SUPPRESSION

FIRE PROTECTION

ELECTRICAL

INSTRUMENTATION

CERTIFICATION PAGE

FACTORIA RECYCLING AND TRANSFER STATION

Contract C00678C12

King County, Washington

The engineering material and data contained in these Contract Documents, as listed below on this page and related to the work as presented on the Drawings sealed by the same individual, were prepared under the supervision and direction of the undersigned, whose seal as a registered professional engineer is affixed below.



A handwritten signature in blue ink that reads "Eric A. Mead".

Eric A. Mead, P.E., PMP  
Project Manager  
HDR Engineering, Inc.

Relevant Sections:

Division 01 – General Requirements

CERTIFICATION PAGE

FACTORIA RECYCLING AND TRANSFER STATION

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Olivia L. Williams, P.E.  
Project Engineer  
HDR Engineering, Inc.

Relevant Sections:

Division 02 – Existing Conditions

02 31 40 – Removal of Hazardous  
Materials and Dangerous Waste

\*\*02 41 00 - Demolition

\*Division 03 – Concrete

\*\*03 05 05 – Testing

\*\*03 09 00 – Concrete

\*\*03 11 13 – Formwork

\*\*03 31 30 – Concrete, Materials and  
Proportioning

\*\*03 31 31 – Concrete Mixing, Placing,  
Jointing, and Curing

\*\*03 31 32 – Concrete Finishing and  
Repair of Surface Defects

\*Division 05 - Metals

\*\*05 52 05 - Steel Railings

\*Division 31 – Earthwork

31 10 00 – Site Clearing

\*\*31 21 33 – Trenching, Backfilling, and  
Compacting for Utilities

\*\*31 23 00 – Earthwork

\*\*31 23 19 – Temporary Dewatering

\*Division 32 – Exterior Improvements

32 12 16 – Asphaltic Concrete Vehicular  
Paving

32 13 13 – Concrete Pavement,  
Sidewalk, and Steps

32 16 13 – Concrete Curb and Gutter

32 31 13 – Chain Link Fence and  
Automated Gates

32 91 05 – Topsoiling and Finished  
Grading

\*Division 33 – Utilities

33 56 16 – Underground Storage Tanks

\* The person signing is only responsible for the sections listed.

\*\* Specification has multiple responsible authors.

CERTIFICATION PAGE

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E. Randal Norberg, P.E.  
Project Engineer  
HDR Engineering, Inc.

Relevant Sections:

\*Division 02 – Existing Conditions

\*\*02 41 00 - Demolition

\*Division 31 – Earthwork

\*\*31 21 33 – Trenching, Backfilling, and Compacting for Utilities

\*\*31 23 19 – Temporary Dewatering

31 25 00 – Soil Erosion and Sediment Control

31 37 00 – Stone Revetment (Rip Rap)

31 69 00 – Foundation Subsurface Drain System

\*Division 33 – Utilities

33 40 00 – Storm Drainage Utilities

33 44 16 – Prefabricated Trench Drain System

\*Division 40 – Process Integration

\*\*40 50 05 – Gate Valves

\* The person signing is only responsible for the sections listed.

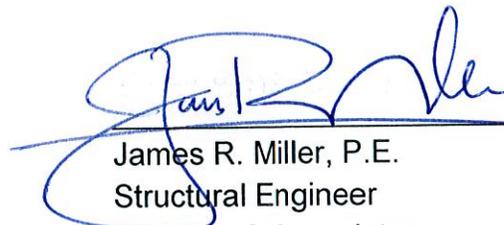
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James R. Miller, P.E.  
Structural Engineer  
JR Miller & Associates

Relevant Sections:

\*Division 03 – Concrete

- \*\*03 05 05 – Testing
- \*\*03 11 13 – Formwork
- \*\*03 21 00 – Reinforcement
- \*\*03 31 30 – Concrete, Materials and Proportioning
- \*\*03 31 31 – Concrete Mixing, Placing, Jointing, and Curing
- \*\*03 31 32 – Concrete Finishing and Repair of Surface Defects
- \*\*03 35 00 – Concrete Sealer
- 03 41 33 – Precast and Prestressed Concrete

\*Division 05 – Metals

- 05 12 00 – Structural Steel
- \*\*05 21 10 – Steel Joists
- 05 30 00 – Metal Deck
- 05 40 00 – Cold Formed Metal Framing
- \*\*05 50 00 – Metal Fabrications
- 05 51 00 – Metal Stairs
- 05 82 50 – Roof Walk Gratings

\*Division 40 – Process Integration

- \*\*40 05 05 – Equipment: Basic Requirements

\* The person signing is only responsible for the sections listed.

\*\* Specification has multiple responsible authors.

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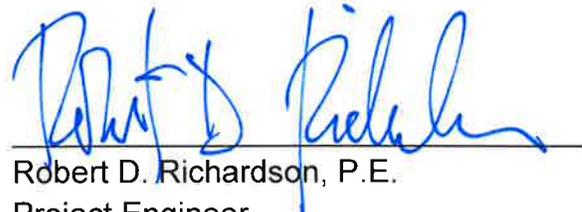
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Robert D. Richardson, P.E.  
Project Engineer  
HDR Engineering, Inc.

Relevant Sections:

\*Division 03 – Concrete

\*\*03 09 00 – Concrete

\*\*03 21 00 – Reinforcement

\*\*03 31 32 – Concrete Finishing and Repair of Surface Defects

\*\*03 35 00 – Concrete Sealer

\*Division 31 – Earthwork

\*\*31 23 00 – Earthwork

31 50 00 – Temporary Earth Retention Systems

31 51 00 – Permanent Ground Anchors

\*Division 32 – Exterior Improvements

32 32 23 – Structural Earth Walls

32 32 43 – Soldier Pile and Soldier Pile Tieback Walls

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*D. Cuong Ong*  
Dustin Cuong Ong, P.E.  
Structural Engineer  
CivilTech Engineering

Relevant Sections:

\*Division 03 – Concrete

\*\*03 09 00 – Concrete

\*\*03 11 13 – Formwork

\*\*03 21 00 – Reinforcement

\*\*03 31 30 – Concrete, Materials and Proportioning

    \*\*03 31 31 – Concrete Mixing, Placing, Jointing, and Curing

\*\*03 31 32 – Concrete Finishing and Repair of Surface Defects

\*\*03 35 00 – Concrete Sealer

03 41 13 – Precast Concrete Hollow Core Slab

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Brian D. Bartle, P.E.  
Project Engineer  
HDR Engineering, Inc.

Relevant Sections:

\*Division 03 – Concrete

03 48 00 –Precast Concrete Vaults  
and Oil Water Separators

\*Division 31 – Earthwork

\*\*31 21 33 – Trenching, Backfilling,  
and Compacting for  
Utilities

\*\*31 23 00 – Earthwork

\*Division 33 – Utilities

33 05 16 – Precast Concrete  
Manhole Structures  
33 11 13 – Water Main Construction

33 12 19 – Fire Hydrant

\*Division 40 – Process Integration

\*\*40 05 13 – Pipe and Pipe Fittings:  
Basic Requirements

\*\*40 05 16 – Pipe Support Systems

\*\*40 05 23 – Valves: Basic  
Requirements

\*\*40 20 16 – Pipe: Ductile

\*\*40 20 19 – Pipe: Copper

\*\*40 20 23 – Pipe: Plastic

\*\*40 50 05 – Gate Valves

\*\*40 50 10 – Plug Valves

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A handwritten signature in blue ink that reads "Douglas J. Prindle".

---

Douglas J. Prindle, P.E.  
Structural Engineer  
HDR Engineering, Inc.

Relevant Sections:

\*Division 05 – Metals

\*\*05 21 10 – Steel Joists

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A handwritten signature in blue ink that reads "Clark W. Davis". The signature is written over a horizontal line.

Clark W. Davis  
Principal Architect  
JR Miller & Associates

Relevant Sections:

- \*Division 05 – Metals
  - \*\*05 52 05 – Steel Railings
- Division 06 – Wood, Plastics, and Composites
- Division 07 – Thermal and Moisture Protection
- \*Division 08 – Openings
  - 08 11 00 – Metal Doors and Frames and Borrowed Light Frames
  - 08 14 16 – Flush Wood Doors
  - 08 31 16 – Access Panels and Doors
  - 08 33 23 – Steel Rolling Overhead Doors
  - 08 34 20 – Rolling Steel Hangar Doors
  - 08 41 10 – Storefront
  - 08 44 13 – Curtainwall System (Thermally Broken)
- 08 45 00 – Translucent Panel Systems
- 08 51 23 – Steel Windows
- 08 62 00 – Skylight
- 08 62 50 – Tubular Daylight System
- 08 70 00 – Finish Hardware
- 08 81 00 – Glass and Glazing
- \*\*08 90 00 – Louvers and Vents
- Division 09 – Finishes
- Division 10 – Specialties
- \*Division 11 – Equipment
  - 11 45 10 – Residential Appliances
- Division 12 - Furnishings
- Division 32 - External Improvements
  - 32 31 16 - Welded Wire Swing Gate

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*Debra L. Frye* 5/30/13

Debra L. Frye, P.E.  
Project Engineer  
HDR Engineering, Inc.

Relevant Sections:

- |   |  |
|---|--|
| *Division 08 – Openings   | **40 05 23 – Valves: Basic Requirements                    |
| **08 90 00 – Louvers and Vents                                      | 40 20 13 – Pipe: Steel                                     |
| *Division 11 – Equipment  | **40 20 16 – Pipe: Ductile                                 |
| **11 40 00 – Municipal Solid Waste<br>Compactor                     | **40 20 19 – Pipe: Copper                                  |
| Division 22 – Plumbing  | **40 20 23 – Pipe: Plastic                                 |
| Division 23 – Heating, Ventilating, and Air-<br>Conditioning (HVAC) | 40 20 36 – Pipe: Cast-Iron Soil                            |
| *Division 33 - Utilities  | 40 20 43 – Pipe Polyvinyl Chloride (PVC)<br>Chemical Waste |
| **33 52 19 – Diesel Fuel Dispensing<br>System                       | **40 41 13 – Heat Tracing Cable                            |
| *Division 40 – Process Integration                                  | 40 42 00 – Pipe, Duct and Equipment<br>Insulation          |
| **40 05 05 – Equipment: Basic<br>Requirements                       | **40 50 05 – Gate Valves                                   |
| **40 05 13 – Pipe and Pipe Fittings: Basic<br>Requirements          | **40 50 10 – Plug Valves                                   |
| **40 05 16 – Pipe Support Systems                                   | 40 50 15 – Butterfly Valves                                |
|   | **40 50 20 – Ball Valves                                   |
|   | **40 50 25 – Globe Valves                                  |
|   | **40 50 30 – Check Valves                                  |

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A handwritten signature in blue ink, reading "Travis E. Allen", written over a horizontal line.

Travis E. Allen, P.E.  
Project Engineer  
AEGIS Engineering, PLLC

Relevant Sections:

Division 21 – Fire Suppression

\*Division 28 – Electronic Safety and Security

28 31 00 Fire Detection and Alarm

\* The person signing is only responsible for the sections listed.

CERTIFICATION PAGE

FACTORIA RECYCLING AND TRANSFER STATION

Contract C00678C12  
King County, Washington

The engineering material and data contained in these Contract Documents, as listed below on this page and related to the work as presented on the Drawings sealed by the same individual, were prepared under the supervision and direction of the undersigned, whose seal as a registered professional engineer is affixed below.



A handwritten signature of Isabel C. Rincon, dated 05/31/2013, written over a horizontal line.

Isabel C. Rincon, P.E.  
Project Engineer  
HDR Engineering, Inc.

Relevant Sections:

\*Division 11 – Equipment

\*\*11 40 00 – Municipal Solid Waste  
Compactor

Division 26 – Electrical

Division 27 – Communications

\*Division 28 – Electronic Safety and Security

28 16 00 – Intrusion Detection

28 23 00 – Video Surveillance Infrastructure

28 31 50 – Hazardous Gas Detection and Alarm

28 34 00 – Electronic Detection, Alarm and Access Control

\*Division 33 - Utilities

\*\*33 52 19 – Diesel Fuel Dispensing System

\*Division 40 – Process Integration

\*\*40 05 05 – Equipment: Basic Requirements

\*\*40 41 13 – Heat Tracing Cable

\* The person signing is only responsible for the sections listed.

\*\* Specification has multiple responsible authors.

CERTIFICATION PAGE

FACTORIA RECYCLING AND TRANSFER STATION

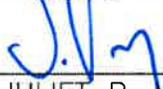
Contract C00678C12

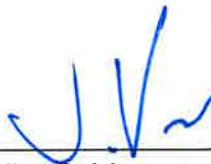
King County, Washington

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STATE OF  
WASHINGTON  
LICENSED  
LANDSCAPE ARCHITECT

  
\_\_\_\_\_  
JULIET B. VONG  
LICENSED NO. 857  
EXPIRES ON 2/2014

  
\_\_\_\_\_  
Juliet B. Vong  
Landscape Architect  
HBB Landscape Architecture 5/31/13

Relevant Sections:

- \*Division 32 – Exterior Improvements
  - 32 40 00 – Site Furnishings
  - 32 84 00 – Irrigation System
  - 32 90 00 – Landscaping

\* The person signing is only responsible for the sections listed.

CERTIFICATION PAGE

FACTORIA RECYCLING AND TRANSFER STATION

Contract C00678C12

King County, Washington

The engineering material and data contained in these Contract Documents, as listed below on this page and related to the work as presented on the Drawings sealed by the same individual, were prepared under the supervision and direction of the undersigned, whose seal as a registered professional engineer is affixed below.



  
Bruce M. Johnston, P.E.  
Project Engineer  
HDR Engineering, Inc.

Relevant Sections:

\*Division 40 – Process Integration

40 50 35 – Miscellaneous Valves

40 65 21 - Compressed Air System

40 90 10 - Supervisory Control and Data Acquisition System

\* The person signing is only responsible for the sections listed.

\*\* Specification has multiple responsible authors.

**SECTION 00110  
PROPOSAL PHASE INSTRUCTION REQUIREMENTS**

**PART 1 — PROPOSAL PROCESS..... 1**

- 1.01 PROPOSAL PHASE - PROCESS FOR EVALUATION ..... 1
- 1.02 PROPOSAL PHASE - SUBMITTALS DOCUMENTATION..... 4
- 1.03 PROPOSAL PHASE - EVALUATION CRITERIA AND SUBMITTAL INFORMATION ..... 4
  - A. Current and Projected Work Load for Proposer’s Key Personnel ..... 4
  - B. Safety Program ..... 4
  - C. Environmental Protection and Mitigation ..... 5
  - D. Staging ..... 5
  - E. Approach to Quality Assurance and Quality Control (QA/QC) ..... 6
  - F. Proposer’s Approach to Construction ..... 6
  - G. Project Schedule ..... 8
  - H. Coordination of Activities During On-going Facility Operations ..... 8
  - I. Proposers Approach to Transition from Old to New Transfer Building ..... 9
  - J. Contract Closeout and Warranty Administration ..... 9
  - K. Financial Resources..... 9
  - L. Small Contractors and Suppliers (SCS) Participation, Subcontracting Plan and Outreach Plan..... 10
  - M. Sealed Price Proposal ..... 12
  - N. Comments On Plans And Technical Specifications Within RFP Documents..... 13

**SECTION 00110  
PROPOSAL PHASE REQUIREMENTS**

**PART 1 — PROPOSAL PROCESS**

**1.01 PROPOSAL PHASE - PROCESS FOR EVALUATION**

A. Following the Panel's evaluation of the Letters of Interest and Statement of Qualifications, the Panel has selected the four most qualified Applicants to become Proposers. The County will accept Proposals only from Applicants selected as Proposers. The Proposers are:

Bayley Construction  
Bristol  
Lydig Construction  
PCL Construction Services, Inc.

B. Prior to the submission of Proposals, King County is offering the Proposers an opportunity to participate in one-on-one meetings between King County and each of the Proposers the week of **September 9, 2013**. A voluntary site visit will also be conducted **September 13, 2013**.

C. Proposers may submit final written questions to Darren R. Chernick, Contract Specialist regarding the RFP no later than **September 4, 2013**. Proposers are encouraged to submit written questions prior to that date.

D. It is anticipated that the County will provide addenda responding to Proposer written questions by **September 20, 2013**.

E. The anticipated due date of the Technical portion of the Proposals is **October 8, 2013**. The anticipated due date of the Sealed Price Proposal is **October 11, 2013**.

F. Following receipt of the Proposals the County will establish the schedule for Proposer presentations and clarification meetings. The County will also identify which Proposer team members are to participate in the presentation and clarification meetings. Additional instructions will be provided by King County prior to the presentations.

G. The purpose of these meetings will be to: (1) allow the Proposer to explain their respective Proposal and (2) to allow the County to ask questions and provide comments regarding the Proposal. The dates for these Technical and Commercial meetings will be determined at a later date.

H. Proposals will be evaluated and scored by the Panel. The criteria outlined below will be used to evaluate each Proposal. A total of **1000 points** have been assigned to the Evaluation Criteria; maximum points follow each criterion listed. The points indicate relative weight or importance given to each criterion. Evaluators will use the points to score each Proposal. Formal scoring by the Panel will not occur until after the completion of all Proposer presentations and clarification meetings.

I. Honorarium: An honorarium of \$50,000 will be paid to all Proposers submitting a complete and responsive Proposal. An additional \$50,000 will be paid to any Finalist submitting a complete and responsive BAFO, who is not awarded a contract by King County. No honorarium shall be paid to a selected Proposer or Finalist that voluntarily withdraws from this solicitation process prior to submitting a Proposal or BAFO. Honorariums will be paid the teams after the notification of the Top Ranked Finalist.

J. Ownership of Submittal Information: Regardless of whether the County awards a contract, the SOQ, Proposals and BAFOs submitted pursuant to the RFQ, RFP and Request for BAFO, including the data, information, concepts and ideas contained therein shall be owned by the County.

K. Public Disclosure: Once in the County's possession, any submittals by a Proposer shall become property of King County and may be considered public records under the Washington Public Records Act, RCW 42.17.250 et seq., and as such may be subject to public disclosure. It is the County's intent, to the extent permitted by law, and to provide for a fair and competitive procurement process, to keep all submittals confidential until execution of the Contract. The County acknowledges that some information provided by a Proposer or Finalist, may be considered proprietary, confidential and/or exempt from disclosure pursuant to the Public Records Act or the Washington Trade Secrets Act. If a party submitting documents under this RFP or BAFO believes that portions of its submittals are proprietary, confidential or exempt from public disclosure to third parties, the party must clearly label the specific portions of the submittals sought to be kept confidential and specify the exemption that the party is relying upon. If a request is made for all or a portion of a submittal, the County will notify the Proposer or Finalist submitting the document(s) of the request and allow the Proposer or Finalist five (5) business days to take, at its own expense, whatever action is necessary to protect its interests. If a Proposer or Finalist fails to obtain the necessary protections and apprise the County of such actions within said period, the County will release the documentation requested. Notwithstanding the foregoing, all Proposers and Finalists who provide submittals under this procurement process accept the procedures described above and agree that the County will not be responsible or liable in any way for any losses that a party may suffer from the disclosure of information or materials to third parties.

L. Rejection of Proposals: King County reserves the right to reject any and all Proposals received. Any Proposer/Finalist failing to submit information in accordance with the procedures set forth herein may not be considered responsive, and may therefore be subject to rejection by King County.

M. Bonding & Insurance: Prior to the execution of the Contract the County will require the selected Contractor to provide a Performance and Payment Bond, on the County's form, for the Total Contract Price of the Contract, including all applicable sales taxes, and all required insurance requested by the County.

N. Ex Parte Communications: Proposers/Finalists are expected to conduct themselves with professional integrity and to refrain from lobbying activities. During the procurement process and continuing until the award of a Contract for the project (or cancellation of the procurement) no employee, member, agent, vendor, advisor or consultant of any Proposers/Finalists shall have ex-parte communications, directly or indirectly, regarding this procurement with any representative or elected official of the County involved in this procurement, except for communications permitted by this RFP or BAFO. Any verified allegation that a Proposers/Finalists or team member has engaged in such prohibited communications or attempted to unduly influence the selection process may cause the County to disqualify a Proposers/Finalists or a member of the Proposers/Finalists from participating in this process, all at the sole discretion of the County.

1. During the course of the RFP and BAFO process, Proposers or Finalists are not allowed to communicate with the Design A/ E - HDR, CM – Parametrix, or any of these entities employees or subconsultants. All communication regarding the Factoria Recycling and Transfer Station Project and the procurement process shall be directed solely to Darren R. Chernick, Contract Specialist

O. Project Estimated Value: The revised estimated cost for the pre-construction, construction, post-construction, warranty services for this Contract is currently estimated at approximately \$44 - 48 million (excluding Washington State Sales Tax).

P. Or Equal, Substitution, or Value Engineering Requests:

1. No "Or Equal", Substitution, or Value Engineering request will be considered by the County during the procurement process for this project.
2. "Or Equal", Substitution, or Value Engineering requests may be considered by the County after Contract Execution in accordance with the requirements set forth in the Contract Documents.

Q. AutoCAD files: King County will make available to the Proposers an FTP site where they can access the RFP AutoCAD files in DWG format. Prior to any access of the FTP site, Proposer will be required to execute the attached Waiver and Release for Use of Electronic Versions of the AutoCAD files for C00678C12 and provide this executed document to the Contract Specialist. [This Waiver and Release form is attached to this Section.](#)

R. Project Labor Agreement: A copy of the Executed Project Labor Agreement ("PLA") and Amendment 1 to the PLA is attached to this Section.

S. Permits: At the time of the issuance of the RFP, the County possesses the permits identified in Section 01 41 00 REGULATORY REQUIREMENTS. Additional permits obtained by the County will be issued by addenda, as they are received. Proposers will be required to submit Technical and Pricing Proposals based upon the permits identified in the RFP and as adjusted by addenda.

T. Summary of Anticipated Schedule:

1. Issue RFP – August 8, 2013
2. Proposer Submit Questions for one-on-one meetings - by September 4, 2013.
3. One-on-one meetings – week of September 9, 2013
4. Voluntary Site Visit – September 13, 2013
5. Final Proposer Questions Due – September 20, 2013
6. County Addenda (anticipated) – September 27, 2013
7. Technical Portion of Proposal Due – October 8, 2013
8. Sealed Price Proposal Due – October 11, 2013
9. Technical and Commercial Meetings – To Be Determined
10. BAFO process - To Be Determined.

## 1.02 PROPOSAL PHASE - SUBMITTALS DOCUMENTATION

A. The Proposer shall submit **one (1) electronic pdf, one (1) original unbound Proposal and five (5) bound copies**. The Proposal shall be provided in a box or envelope and the RFP Title and RFP Number shall be clearly printed on the outside of the box or envelope.

B. Proposal Format Requirements. The Proposal shall comply with the following format requirements:

1. The original and copies of the Proposal shall be indexed.
2. It is requested that the Proposal be prepared on 8 1/2" by 11" paper except where Proposer reasonably feels the information needs to be conveyed on another page size. Legible font size is required (no less than Arial 10).
3. Minor Informalities in Proposals. King County, in its sole discretion, reserves the right to waive minor informalities or immaterial irregularities in a Proposal when the County determines there is no competitive advantage gained by the Proposer as a result of such action.
4. There is a 50 page limit for the Technical Proposal. We are requesting that marketing materials be excluded from the Technical Proposal. The page count is exclusive of SCS, Construction Schedule, Price Proposal (Breakdown Form), Financial Information, and Evaluation Criteria N.

C. Sealed Price Proposal. The Sealed Price Proposal and breakdown shall be submitted separately from the Technical Proposal. Proposer shall submit the Sealed Price Proposal and breakdown based on all documents specified in the RFP. The Proposer shall submit **one (1) electronic pdf, one (1) original unbound Price Proposal and breakdown and one (1) bound copy**. As part of the Proposer's Price Submittal, Proposer is required to fully complete the TOTAL CONTRACT PRICE BREAKDOWN FORM at the end of this Section.

## 1.03 PROPOSAL PHASE - EVALUATION CRITERIA AND SUBMITTAL INFORMATION

### A. **Current and Projected Work Load for Proposer's Key Personnel**      **30 Points**

1. The Panel will evaluate the current and projected work load of the Key Personnel identified in the SOQ, to demonstrate their ability to perform Work on the Project in a complete and timely manner.
2. Submittal Information
  - (a) Explain the following items for Key Personnel:
    - (i) Explain the percentage of time each person will be working on the Project and in which scope(s) of work it will occur.
    - (ii) For any Key Personnel not working on this project 100% of the time, explain what other project(s) and percentage(s) of time that the specific Key Personnel will be working on the other project(s).

### B. **Safety Program**      **50 Points**

1. The County will be evaluating the Proposer's ability to maintain a safe working environment for the Project.

2. Submittal Information:

- (a) Proposer shall provide a narrative of the specific types of hazards related to the work under this Contract and how such hazards shall be addressed in their site-specific Health and Safety Plan (HASP). A description of how the HASP, including safety and drug/alcohol testing requirements in the PLA, will be implemented and coordinated among the various entities working on the Contract should be included in the narrative.
- (b) Proposer shall submit its accident/injury experience factor rating from the Washington Department of Labor and Industries or other appropriate organization for the past five (5) years. If the Proposer has an accident/injury factor over 1.0 for any of the five years, Proposer is required to provide a detailed explanation of why it received such a score and remedial steps it has taken.
  - (i) If the Proposer does not possess a WA Department of Labor and Industries accident/injury experience factor, demonstrate what equivalent information they will provide which explains their Accident Injury safety record over the last five years.

**C. Environmental Protection and Mitigation**

**50 Points**

- 1. The Panel will evaluate the Proposer's environmental protection and mitigation approach for the Project.
- 2. Submittal Information:
  - (a) Provide a narrative which discusses Proposer's approach to minimize impacts to the environment. At a minimum, Proposer's narrative shall address:
    - (i) Surface Water Management. The temporary and permanent drainage and surface water detention and treatment facilities, including size, location and discharge locations at the Site;
    - (ii) The handling, hauling, and disposal of Dangerous Waste discovered at the Site;
    - (iii) The handling, hauling, and disposal of Hazardous Waste discovered at the Site;
    - (iv) Protection of designated streams and wetlands at the Site;
    - (v) The prevention and handling of spills such as petroleum and oil product spills during construction at the Site;
    - (vi) The erosion control program and prevention of soil and sediment degradation during construction at the Site;
    - (vii) The noise impacts during construction at the Site;

**D. Staging**

**80 Points**

- 1. The Proposer must demonstrate how and where it will stage materials, equipment and employee parking for the Project. Proposer shall also demonstrate how they will access the Site during each phase.

2. Submittal Information:

- (a) Proposer shall provide a preliminary written staging plan and map describing how Proposer, and its subcontractors and suppliers, will stage on the Site, their respective work during construction of the Project. In addition describe how the Proposer's staging plan will affect their ability to coordinate its work with the County operations at the Transfer Station.
  - (i) If Proposer plans to change its staging between Phases and/or Milestones provide a preliminary staging plan and map for each.
  - (ii) If the Proposer plans to stage its work on property owned by the County at Eastgate Way (former Park & Ride lot facility), include in the above staging plan(s) and map(s) as appropriate, and how the Proposer plans to access the construction area(s) and the staging area.

**E. Approach to Quality Assurance and Quality Control (QA/QC) 30 Points**

- 1. The Panel will evaluate the Proposer's approach to QA/QC with respect to the construction and post construction of the Project.
- 2. Submittal Information:
  - (a) Proposers shall provide a detailed narrative discussing the approach to QA/QC for the Contractor, subcontractors, and suppliers working on or for the Project.
  - (b) Proposer shall identify the person(s) and firm(s) who will be assigned QA/QC responsibilities for the Project. Proposer shall provide resume(s) for QA/QC personnel that describe in detail the QA/QC related education, training and project experience of these personnel and firms.

**F. Proposer's Approach to Construction 150 Points**

- 1. The Panel will evaluate the Proposer's approach to construction and how the proposed approach meets the County's requirements as described in the RFP. The Panel will evaluate the following:
  - (a) Proposer's construction means and methods for all major components and systems of the Project.
    - (i) Include approach for fabrication, performance coating, transportation to the Site and erection of the Transfer Building.
  - (b) The Proposer's approach to managing construction costs, schedule impacts, and issues which are applicable to the construction of the Project.
  - (c) The Proposer's approach and plan to working around pressurized gas lines identified on the drawings.
  - (d) The Proposer's approach and plan for utilizing Building Information Management (BIM) on the Project.
  - (e) The Proposer's approach and plan for dewatering excavations and handling groundwater while constructing the Project.

- (f) The Proposer's approach to ensure Project achieves LEED® Gold certification or higher.
  - (g) The Proposer's approach to administering and managing Request(s) for Information for the Project, including approach towards prioritizing RFI's to facilitate a timely review and response by the Owner.
  - (h) The Proposer's approach to administering and managing contract submittals for the Project, including approach towards prioritizing submittals to facilitate a timely review and response by the Owner.
  - (i) The Proposer's approach to minimizing impact on the neighboring businesses (including parking lot toward the west side of the Site on S.E. 32<sup>nd</sup> Street).
  - (j) The Proposer's approach to accessing the work area during Milestone 3.
  - (k) The Proposer's understanding of the PLA and their approach to implementation of the PLA in the Project.
  - (l) The Proposer's approach to managing traffic, both on and off site.
2. Submittal Information:
- (a) The Proposer shall submit a detailed narrative describing the following:
  - (b) Proposer's construction means and methods for all major components and systems of the Project.
    - (i) Include approach for fabrication, performance coating, transportation to the Site and erection of the metal Transfer Building. In addition, identify the fabricator and describe their experience.
    - (ii) Also, discuss the experience the Proposer has in using the identified construction means and methods on other projects of similar to the type of work to be performed on this Project.
  - (c) Approach to managing construction costs, schedule impacts, and issues which are applicable to the construction of the Project.
  - (d) Approach and plan to working around pressurized gas lines identified on the drawings.
  - (e) Approach and plan for utilizing Building Information Management (BIM) on the Project.
  - (f) Approach and plan for dewatering excavations and handling groundwater while constructing the Project.
  - (g) Approach to ensure Project achieves LEED® Gold certification or higher.
  - (h) Approach to administering and managing Request(s) for Information for the Project, including approach towards prioritizing RFI's to facilitate a timely review and response by the Owner.
  - (i) Approach to administering and managing contract submittals for the Project, including approach towards prioritizing submittals to facilitate a timely review and response by the Owner.
  - (j) Approach to minimizing impact on the neighboring businesses (including parking lot toward the west side of the Site on S.E. 32<sup>nd</sup> Street).

- (k) Approach to hauling demolition debris (cut from S.E. area of the Site) offsite.
- (l) Approach to managing traffic, both on and off site.

**G. Project Schedule**

**50 Points**

1. The Panel will evaluate the Proposer's ability to construct and complete the Project in a timely manner in accordance with the requirements set forth within the RFP documents.
2. Submittal Information:
  - (a) The Proposer shall provide a preliminary project schedule that includes the major activities and critical path(s) necessary to implement their Proposal in order to construct and complete the Project in a timely manner in accordance with the requirements set forth within the RFP documents. The proposed schedule shall be broken down **in calendar days** and in sufficient detail to show the sequence and continuity of construction from the first Notice to Proceed through Final Acceptance of the Contract. Completion dates for all phases and milestones of work shall also be identified in the preliminary project schedule.
  - (b) The Proposer shall provide a narrative which explains in detail their preliminary project schedule, **in calendar days**, which includes a description of the major activities and critical path to perform the work in a timely and complete manner.
  - (c) Proposer shall also provide a narrative which describes:
    - (i) The Proposer's system for preparing and updating the project schedule and documenting progress and performance of work. Explain how the Proposer will integrate short term, three (3) week, look-ahead schedule(s) into the overall project schedule;
    - (ii) How the proposed plan will integrate subcontractor and major supplier activities into its scheduling and reporting system.

**H. Coordination of Activities During On-going Facility Operations** **50 Points**

1. The Panel will evaluate the Proposer's approach to coordination of construction activities with on-going Transfer Station operations.
2. Submittal Information:
  - (a) The Proposer shall provide a detailed narrative which describes its plan for sequencing and coordinating work during on-going Factoria Transfer Station operations including the design and construction of the temporary shoring wall. The narrative shall also address minimizing disruptions and ensuring safety to on going operations. This shall include County personnel, self haulers, and commercial haulers, using Factoria Transfer Station during construction of the Project.

**I. Proposers Approach to Transition from Old to New Transfer Building**

**30 Points**

1. The Panel will evaluate the Proposer's approach to supporting an efficient transition when the operation is moved from the old Transfer Building to the new Transfer Building as described in the RFP documents.
2. Submittal Information:
  - (a) The Proposer shall submit a detailed narrative which describes the Proposers approach for an efficient transition from old to new Transfer Building including Commissioning, Training of County operation and maintenance personnel, utility switch over, and traffic switch over.

**J. Contract Closeout and Warranty Administration**

**30 Points**

1. The Panel will evaluate the Proposer's approach to performing Contract Closeout and Warranty Administration.
2. Submittal Information:
  - (a) Provide a narrative which describes Proposer's approach to performing and completing Contract Closeout, including providing all required documentation, in a timely manner and in compliance with Contract requirements.
  - (b) Provide a narrative which describes Proposer's approach to responding to warranty issues and being responsible for administering warranties including covered repairs/replacements under the warranties of the Proposer and its manufacturers/suppliers.

**K. Financial Resources**

**50 Points**

1. The Proposer must demonstrate sufficient financial resources to complete the work and fulfill all contractual obligations for a project assumed to be in excess of \$44 - 48 million (excluding Washington State Sales Tax) and shall submit the financial information as detailed below.
2. Submittal Information:
  - (a) Three most recent audited or reviewed financial statements and footnotes (2010, 2011 & 2012) for Proposer. Statements will be evaluated for financial resources and capability to successfully perform and complete the work and to fulfill all contractual obligations for this project. Specifically evaluated will be (1) current ratio; (2) working capital; (3) debt ratio; and (4) significant commitments and loss contingencies.
  - (b) Disclose the nature and status of claims anticipated/pending (or unsettled) against each member of the Proposer's team from previous or current work (or other sources), and the extent to which adverse settlements are insured. This should include civil and criminal judgments against each member of the Proposer's team.
  - (c) Disclose the nature and status of any used and unused lines of credit.
  - (d) Disclose the nature and status of any bankruptcy, re-organization and/or receivership.

3. Submittal Information for Subcontractors: Proposer shall require, if not self-performing, that the Reinforced Concrete, Site/Civil Earthwork, Mechanical/HVAC, and Electrical Subcontractors identified in the SOQ to submit the financial information identified above. Financial statements will be evaluated for financial resources and capability to successfully perform and complete the work and to fulfill all contractual obligations for their anticipated type of work on this project. Specifically evaluated will be (1) current ratio; (2) working capital; (3) debt ratio; and (4) significant commitments and loss contingencies.
4. Information Use & Confidentiality
  - (a) The financial information requested will only be used by the County for the evaluation of the Proposer and its team's financial capability and resources to perform and complete the Project. At the end of the selection process, all financial materials provided to the County shall either be destroyed by the County or returned to the Applicants/Proposers/Finalists if requested. All parties are advised that such financial information provided to the County may be subject to public disclosure in accordance with the Washington Public Records Act, RCW 42.17.250 et.seq. If a public disclosure request for such financial information is received by the County, the parties will follow the procedures set forth with in paragraph 1.01 K, Public Disclosure, of the Instructions for the RFP Process, to determine if the financial information is disclosed.

**L. Small Contractors and Suppliers (SCS) Participation, Subcontracting Plan and Outreach Plan 100 Points**

1. Achievement of the SCS commitment revolves around the development and implementation of an effective subcontracting plan and community outreach/participation plan and a proactive approach to maximizing opportunities for certified SCS firms. SCS firms must be certified by King County prior to their performance of work on the Project. The evaluation points within this section will be distributed as follows: the level of SCS participation committed to by Proposer (70 Points Maximum) Subcontracting Plan (15 Points Maximum); Outreach Plan (15 Points Maximum).
2. A 15% minimum SCS participation goal has been established for this project. Proposers committing to less than 15% will not be awarded any points for this criterion.
3. Submittal Information:
  - (a) The Proposer shall indicate its level of Small Contractors and Suppliers (SCS) commitment by supplying a statement similar to the one below in their Proposal **(70 Points Maximum)**.

Scoring for SCS commitment:

**“Proposer’s level of SCS commitment expressed as a percentage of the Total Contract Dollar Amount \_\_\_\_\_%.”**

A Proposer will be allocated two (2) points for each additional 1% SCS participation committed see example below.

Example of Point Allocation:

Proposers SCS Commitment %	<15%	15%	20%	25%	30%
Evaluation Points to be Awarded	0	40	50	60	70

- (b) Proposer shall provide a comprehensive project specific SCS Subcontracting Performance Plan outlining the component parts of the Plan to include, but not be limited to, the following: **(15 Points Maximum)**
- (i) How subcontracting packages will be structured throughout this project to meet the SCS commitment. Include information relating to work plan and project schedule.
  - (ii) Identify potential work items or tasks within this project that will be made available by the Proposer for performance by SCS firms.
  - (iii) Describe proposer’s plan to convey the SCS goal to Major Subcontractors, and explain how all sub-tier subcontractors will be encouraged to assist in reaching the percentage of SCS participation committed by the Proposer (i.e. how sub-tier Subcontractors will be evaluated).
  - (iv) List the criteria the Proposer will utilize to select sub-tier subcontractors performing work on the project and identify changes or considerations that may be made to the criteria in order to maximize SCS participation (i.e. bonding, experience etc.).
  - (v) Identify within the Proposer’s organization the person(s) responsible for ensuring compliance with the SCS Subcontracting Performance Plan.
  - (vi) How the Proposer will monitor its progress in meeting and complying with the SCS commitment? Also, include proposed schedule to review and modify this subcontracting plan during performance of the Contract as appropriate or as requested by the County.
- (c) Proposer shall also provide a project specific Outreach Plan demonstrating its commitment to effectively communicate and interact with SCS firms and community resource organizations to promote SCS participation on this Contract. The Plan shall include, but not be limited to, the following: **(15 Points Maximum)**
- (i) Communication with SCS subcontractors through various forums including meetings, conferences, telephone, email, etc.
  - (ii) Holding orientation meetings to measure SCS firm interest and promote opportunities in the SCS community. Teaming at these meetings will be encouraged and Proposer will adjust work items to maximize participation.
  - (iii) Aggressive marketing efforts and wide distribution of SCS related subcontracting packages for the Project; conduct information workshops and outreach to SCS subcontractors and suppliers.

- (iv) Ensure that the Outreach Plan is well understood throughout the vertical organization of Proposer's team and by Major Subcontractors.
- (v) Communication of the sub-tier subcontractors selection process to be used to ensure that all interested parties understand the process.
- (vi) Placing all certified SCS firms on solicitation lists, and providing written notice of subcontracting opportunities to those capable of performing the work, including all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitation.
- (vii) Collaborating and utilizing the services of available organizations, consultant groups, local assistance offices, the County, and other agencies that provide assistance in the recruitment and placement of SCS firms.

**M. Sealed Price Proposal (Submit in separate sealed envelope) 300 Points**

1. Price Proposal. Proposer shall submit the Price Proposal based on the RFP Documents.
2. Submittal Information:
  - (a) Proposer shall submit a Total Contract Price for the Project.
  - (b) Proposer shall provide a complete and detailed cost breakdown of how the Total Contract Price was derived, on the form provided herein.
    - (i) Proposer shall separately show in the breakdown the following Allowance items as part of their Total Contract Price:
      1. Allowance 1 – Dangerous Waste/Hazardous Materials \$100,000
      2. Allowance 2 – Fuel Price Adjustment \$100,000
      3. Allowance 3 – Protection of deposits of Historical or Archeological Interests \$20,000
      4. Allowance 4 - Transition Period Duration Adjustment \$25,000
      5. Allowance 5 – Steel Price Adjustment \$200,000
      6. Allowance 6 – Additional Dewatering \$250,000
      7. Allowance 7 – Additional Signage \$100,000
    - (ii) Proposer shall separately show in the breakdown a lump sum amount of not less than \$70,000 for the Trench Excavation Safety System Construction as part of their Total Contract Price.
  - (c) All administrative, overhead, profit, taxes, licenses, and fees (excluding Washington State Retail Sales Tax) shall be included in the Total Contract Price.
  - (d) King County has determined that the Work within SE 30<sup>th</sup> right-of-way is exempt from the retail sales taxes pursuant WAC 458.20.171 ("Rule 171"). Therefore, retail sales taxes (state and local) will not be paid by King County. If a Proposer has questions regarding the application of Rule 171, contact the Washington State Department of Revenue.

**N. Comments On Plans And Technical Specifications Within RFP Documents  
(NO POINTS WILL BE SCORED FOR THIS CRITERION)**

1. The County requests Proposers to provide a list of comments regarding proposed changes to the Plans and Technical Specifications (Divisions 1 – 49) that would, in the Proposers opinion, improve schedule, cost, and constructability of the Project. No comments or exceptions to any other RFP documents, including but limited to the General Terms & Conditions, (00700) or the Supplemental Terms and Conditions (00800), are allowed.
2. The County will consider Proposer comments on the Plans and Technical Specifications (Divisions 1 – 49) and determine if revisions are warranted. If changes are deemed warranted by the County, they will be incorporated in the Request for BAFO.

**O. Summary Table of Evaluation Criteria and Points (Total Points 1000)**

1. Current and Projected Work Load for Proposer's Key Personnel	30 Points
2. Safety Program	50 Points
3. Environmental Protection and Mitigation	50 Points
4. Staging	80 Points
5. Approach to Quality Assurance and Quality Control (QA/QC)	30 Points
6. Proposer's Approach to Construction	150 Points
7. Project Schedule	50 Points
8. Coordination of Activities During On-going Facility Operations	50 Points
9. Proposers Approach to Transition from Old to New Transfer Building	30 Points
10. Contract Closeout and Warranty Administration	30 Points
11. Financial Resources	50 Points
12. Small Contractors and Suppliers (SCS) Participation, Subcontracting Plan and Outreach Plan	100 Points
13. Sealed Price Proposal	300 Points

**END OF SECTION**



**King County**

**INSTRUCTIONS FOR  
WAIVER AND RELEASE  
FOR  
USE OF ELECTRONIC VERSIONS OF THE RFP AutoCAD FILES  
FOR**

**FACTORIA RECYCLING AND TRANSFER STATION SITE FACILITIES RFP C00678C12**

1. PRINT WAIVER AND RELEASE FORM.
2. COMPLETE SIGNATURE BLOCK INFORMATION.
3. SEND COMPLETED FORM VIA EMAIL (pdf format) TO DARREN CHERNICK AT [darren.chernick@kingcounty.gov](mailto:darren.chernick@kingcounty.gov).
4. SEND SIGNED ORIGINAL HARD COPY VIA U.S. MAIL TO:  
King County  
Procurement and Contract Services Section  
401 Fifth Avenue, 3<sup>rd</sup> Floor, CNK-ES-0340  
Seattle, WA 98104  
Attn: Mr. Darren R. Chernick
5. UPON RECEIPT OF A SIGNED WAIVER, THE COUNTY WILL EMAIL THE FTP WEB SITE ACCESS INFORMATION TO YOU.

**WAIVER AND RELEASE  
FOR  
USE OF ELECTRONIC VERSIONS OF THE RFP AutoCAD FILES  
FOR  
Factoria Recycling and Transfer Station Site Facilities RFP C00678C12**

King County is providing limited AutoCAD files for use in preparing Proposal for the Request for Proposal (RFP) mentioned above. The electronic information being provided does not supersede, supplement, or replace the requirements within the RFP. King County does not represent that the AutoCAD files are identical to the RFP Drawings issued with the original RFP. The County does not warrant, guaranty, or make any representations regarding the use of, or results from the electronic information provided in terms of correctness, accuracy, reliability, or otherwise and Proposer agrees that any use of the electronic information will be at the Proposer's sole risk.

In consideration for receiving the AutoCAD files, Proposer waives and releases King County from any claim arising out of the Proposer's use of the AutoCAD files in preparing response to the RFP and further agrees:

1. The Issued for RFP drawings and any subsequent Addenda drawings shall take precedence over the electronic AutoCAD files. Verification of the accuracy of the electronic files shall be the sole responsibility of the Proposer;
2. All AutoCAD files provided by King County to the Proposer, including any electronic revisions, shall remain the property of King County;
3. To indemnify and hold harmless King County, its consultants, and agent(s) from any and all damages, costs, losses, and claims, including attorneys fees arising from unauthorized use of these files; and
4. To execute a similar document in response to the County's BAFO.

This release must be signed by an authorized representative of the Proposer. After receipt by King County's Contract Specialist of this executed agreement, King County will provide FTP web site access to the AutoCAD files.

SIGNED:		DATED:	
NAME (PRINT):			
TITLE:			
FIRM:			



**King County**

Department of  
Natural Resources and Parks  
**Solid Waste Division**

# **Project Labor Agreement**

for the

Factoria Recycling and Transfer Station  
Project

April 2013

King County

Department of Natural Resources and Parks  
Solid Waste Division

# **PROJECT LABOR AGREEMENT**

FOR THE

**Factoria Recycling and Transfer Station  
Project**

BETWEEN

**KING COUNTY  
DEPARTMENT OF NATURAL RESOURCES AND PARKS  
SOLID WASTE DIVISION**

AND

**SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL**

**NORTHWEST CONSTRUCTION ALLIANCE**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
Article 1 -	Preamble	1
Article 2 -	Purpose	2
Article 3 -	Recognition	3
Article 4 -	Scope of Agreement	3
Article 5 -	Union Representation	6
Article 6 -	Management Rights	8
Article 7 -	Pre-Job Conferences	9
Article 8 -	Project Administrative Committee	9
Article 9 -	Hiring Procedures	10
Article 10 -	Hours of Work, Overtime, Shifts, Holidays	13
Article 11-	Apprenticeship	16
Article 12 -	Helmets to Hardhats	18
Article 13 -	Payday	19
Article 14 -	Craft Jurisdiction and Jurisdictional Disputes Adjustment	19
Article 15 -	Work Rules	20
Article 16 -	Miscellaneous Provisions	21
Article 17 -	Safety, Health and Sanitation	22
Article 18 -	No Strike – No Lockout	23
Article 19 -	Grievance Procedure	25
Article 20 -	General Savings Clause	27
Article 21 -	Terms of Agreement	27
Article 22 -	Wage Scales and Fringe Benefits	28
Article 23 -	Drug Free Workplace	29
	Signature Pages	30
	Letter of Assent	33
	Exhibits	34

## ARTICLE 1 - PREAMBLE

### 1.1

This Project Labor Agreement (hereinafter, the "PLA") is entered into on April 30, 2013 by and between, King County Department of Natural Resources and Parks, Solid Waste Division (hereinafter, "King County" or the "Owner"), the Contractor selected for the Project, as defined in Article 5.1 herein, (hereinafter "Contractor"), for and on behalf of themselves and their Sub-contractors (hereinafter Sub-contractor), and the Seattle/King County Building and Construction Trades Council and the Northwest Construction Alliance and the Local Unions who become signatory hereto with respect to the construction of the Factoria Recycling and Transfer Station Project (the "Project"), who become signatory hereto (hereinafter, collectively called the "Union(s)" or "Local Union(s)") with respect to the construction of the Factoria Recycling and Transfer Station.

Nothing in this PLA shall modify, amend, or supersede any of the provisions set forth within the Contract between King County and the selected Contractor and its Sub-contractors, as identified within Contract C00678C12.

### 1.2

It is understood by the parties to this PLA that if this PLA is signed by the King County Executive in the space provided on the signature page of this PLA, it will become the policy of King County that the construction work covered by this Agreement will be contracted exclusively to the Contractor and its Sub-contractors, of any tier, who agree to execute and be bound by the terms of this Agreement. The Contractor will monitor and administer the compliance with this PLA by all Sub-contractors of every tier, who through their execution of a Letter of Assent binds them to this PLA.

### 1.3

King County will implement this PLA by including appropriate provisions in the Contract Documents for Covered Work, as hereinafter defined. As a result, the successful Contractor, and its Sub-contractors, of any tier, performing Covered Work will become party to this Agreement.

### 1.4

This PLA represents the complete understanding of the parties, and no Contractor or Sub-contractor is or will be required to sign any other agreement with a signatory Union as a condition of performing work within the scope of this Agreement. It is understood that this Agreement constitutes a self-contained, stand-alone agreement. No practice, understanding or agreement between a Contractor or Sub-contractor and a Union party which is not specifically set forth in this Agreement will be binding on any other party except that if the PLA is silent on any issue the local crafts collective bargaining agreement (CBA) shall prevail.

1.5

The Unions agree that this PLA will be made available to, and will fully apply to, any successful contractor for work who becomes signatory hereto, without regard to whether that successful contractor performs work at other sites on either a Union or a non-Union basis, and without regard to whether employees of such contractor are or are not members of any project or at any location other than the project site as defined in this PLA. The Unions hereby pledge to work cooperatively with all businesses awarded work governed by this PLA, despite any other dispute they may have with a business over, for example, trust or benefit payments that arose on non-covered work.

## **ARTICLE 2 - PURPOSE**

2.1

The Factoria Recycling and Transfer Station Project is a multi-year, phased construction of a new solid waste processing facility that will replace the existing Factoria Transfer Station. The timely and successful completion of this Project is critical to the ability of King County to provide solid waste handling services for East King County in order to meet the region's current and future needs. The purpose of the PLA is to insure that all construction work at the Project, and operation of the existing facility, will proceed continuously and without interruption, efficiently, economically, and with due consideration for the protection of labor standards, wages and working conditions.

2.2

In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this PLA, the parties agree to establish and put into practice effective and binding methods for settlement of all misunderstandings, disputes or grievances that may arise between any Contractor and the Unions, or their members, to the end that the Owner is assured of complete continuity of its operations and construction without slowdown or interruption of any kind. The Owner shall monitor the compliance of this Agreement by the Contractor who, through their execution of the Agreement, or a Letter of Assent binding them to this Agreement, together with their Sub-contractors, shall have become bound hereto.

2.3

The parties are committed to providing open access to procurement opportunities for all contractors and to assuring an adequate supply of craft workers possessing the requisite skills and training in order to provide the ratepayers a project of the highest quality. Further, the parties agree to cooperate throughout the term of this Agreement to develop methods to reduce King County's construction and project administrative costs.

## **ARTICLE 3 - RECOGNITION**

### Union Recognition

The Contractor recognizes the signatory Unions are the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this PLA. This sub-section shall not alter the preexisting legal status of any bargaining relationship between any individual Contractor and signatory Union.

## **ARTICLE 4 - SCOPE OF AGREEMENT**

### 4.1

This PLA shall apply and is limited to all new construction as defined in this Article and performed by those Contractor(s) and their Sub-contractor(s) of any tier who have been awarded contracts for such work, or for whom bids have been received for contracts on or after the effective date of this PLA and covering construction, including rework, and other construction related activities originating on site and necessary to the Project as described herein ("Covered Work"). This PLA shall also apply to any art work installed by the Contractor or its Sub-contractors. Any work defined in RCW 39.12 will be subject to the PLA.

It is agreed that the Contractor shall require all Sub-Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this PLA by executing the Letter of Assent (Attachment A) prior to commencing work. The Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that, if the PLA is silent on any issue the local crafts CBA shall prevail, where there is a conflict, the terms and conditions of this PLA shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the National Transient Division Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles 14, 18 and 19 of this PLA, which shall apply to such work.

It is understood that this is a self-contained, stand alone, PLA and that by virtue of having become bound to this Project Labor Agreement, neither the Contractor nor the Sub-Contractors will be obligated to sign any other local, area, or national agreement.

A critically important aspect of the construction work will be close coordination with the Owner to allow unimpeded transfer station operations throughout the construction period. Construction is planned to occur in the following phases:

1. Pre-Construction Phase: submittal preparation and review, establishment of field offices and staging areas, procurement/order of materials and equipment.

2. Phase 1: Installation of erosion and sedimentation controls, relocation of compressed natural gas pipeline (by PSE), relocation of sewer lines, and the deconstruction of two existing warehouse buildings.
3. Phase 2: Construction of new transfer building, associated site development and transition of County operations to new building.
4. Phase 3: Deconstruction of the existing transfer building and associated site improvements.
5. Phase 4: Construction of new household hazardous waste building and associated site development including soldier pile retaining wall.
6. Phase 5: Contract Closeout.

## 4.2

Items specially excluded from the scope of the Agreement include the following:

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, assistant supervisors, staff engineer inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees.
- (b) Artists retained by the Owner during the course of the Project.
- (c) Furniture, fixture and equipment installers retained by the Owner to be performed after building trades Sub-contractors have completed construction related work and or contract completion date.
- (d) Employers and their Employees controlled by the Owner.
- (e) Employees engaged in any work performed on or near, or leading to or into, the Project Site by State, County, City or other governmental bodies, their retained contractors, or by public utilities or their contractors, or by other public agencies or their contractors.
- (f) Employees engaged in maintenance on leased equipment and on-site supervision of such work.
- (g) Employees engaged in warranty functions and warranty work, and on-site supervision of such work.
- (h) Startup, testing and commissioning personnel employed by the Contractor or the Owner, Laboratory for specialty testing or inspections not ordinarily done by the signatory Local Unions.
- (i) All off-site manufacture of materials, equipment, or machinery except as identified in Exhibits 2 through 6.

- (j) Non-construction support services contracted by the Owner or the Contractor in connection with this Project.
- (k) All employees, subconsultants and agents of the design teams or any other consultants of the Owner for specialty testing, architectural/engineering design and other professional services.

#### 4.3

None of the provisions of this PLA shall apply to the Owner and nothing contained herein shall be construed to prohibit or restrict the Owner, or their employees from performing work not covered by this PLA on the Project site. As areas and systems of the Project are inspected and construction tested by the Contractors and accepted by the Owner, the PLA shall not have further force or effect on such items or areas, except when the Contractors is directed by the Owner to engage in repairs, modifications, checkout and/or warranty functions required by its contract.

#### 4.4

The Owner or the Contractor, as appropriate, has the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any contracts or collective bargaining agreement between such bidder and any party to this PLA: provided that, except as provided under Article 7 such bidder shall be willing, ready and able to execute and comply with this PLA should it be designated the successful bidder.

#### 4.5

It is understood by the parties that the Owner may at any time and in its sole discretion determine to add, modify or delete facilities. If facilities are added to the Project scope, they would be automatically covered by this Agreement.

The provisions of this PLA shall apply to the construction of the named Project, notwithstanding the provisions of local, area and/or national agreements which may conflict or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a conflicting provision of a collective bargaining agreement, the provisions of this PLA shall prevail.

#### 4.6

This PLA shall only be binding upon the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

4.7

It is agreed that all contractors, who have been awarded contracts for work covered by this PLA that is bid and awarded after the effective date of this PLA shall be required to accept and to be bound by the terms and conditions of this PLA, and shall evidence their acceptance by the execution of a Letter of Assent, prior to the commencement of work. A copy of the Letter of Assent executed by the Sub-contractor shall be immediately transmitted to the signatory Local Unions prior to the dispatch of employees to the job site.

4.8

The Unions agree that this PLA does not have the effect of creating any joint employment status between or among the Owner, the Contractor or any of their Sub-contractors.

4.9

None of the provisions of this PLA shall apply to King County and nothing contained herein shall be construed to prohibit King County or its employees from performing their routine work on the Project Site. King County employees will not perform work which is covered by the terms of this PLA.

4.10

It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any and all portions of the Covered Work at any time.

## **ARTICLE 5 - UNION REPRESENTATION**

5.1

Authorized representatives of the Unions shall have reasonable access to the Project, provided they do not interfere with the work of employees, and further provided that such representatives fully comply with the visitor, safety and security rules and any environmental compliance requirements established for the Project, which shall be subject to review by the Project Administrative Committee (as described in Article 8). It is understood that because of the scope of the Project and the type of work being undertaken, all visitors will be required to check in and may be limited to certain times or areas. They may also be required to be accompanied at all times while on the Project Site. However, in such circumstances, project workers shall be allowed to confer privately with their authorized Union representatives. The Contractors recognize the right of access set forth in the Section and such access will not be unreasonably withheld from an authorized representative of the Union.

5.2

The Unions signatory hereto shall have the right to designate a steward for each Sub-contractor signatory with that craft type, one (1) working journeyman as Steward for all related craft personnel, who shall be recognized as the Union's representative for a signatory hereto. Such designated Stewards shall be a qualified worker assigned to a crew and shall perform the work of their craft. Under no circumstances shall there be a non-working Steward on the Project.

5.3

The working Steward will be paid at the applicable prevailing wage rate for the job classification in which he/she is employed.

5.4

The Union may appoint a Steward for each shift, should multiple shifts be utilized.

5.5

A Steward for each craft of the signatory Unions employed on the Project shall be permitted on the Project site at all times. They shall not be subjected to discrimination or discharge on account of proper Union activities. The Unions agree that such activities shall not unreasonably interfere with the Steward's work for the Contractor or its Sub-contractors.

5.6

It is recognized by the Contractor that the employee selected as Steward shall remain on the job as long as there is work within their craft for which they are qualified, willing and able to perform. The Contractor shall be notified in writing of the selection of each Steward. The Contractor shall be responsible for notifying the Unions prior to terminating a Steward as follows:

For Cause or Voluntary Quit	As soon as possible after it becomes known to the Contractor either by telephone call or electronic means.
Reduction in Force	48 Hours prior written notice

5.7

The Steward may not cause or encourage work stoppage, and, if found guilty of instigating such action, will be subject to discipline by the Contractor, and/or the Contractor's Sub-contractors, up to and including discharge or/and removal from the Project.

5.8

The Steward's duties shall not include hiring and termination, nor shall he/she cause any interference with work progress.

5.9

The Steward shall be given the option of working all reasonable overtime within his/her craft and shift providing he/she is qualified to perform the task assigned.

5.10

In addition to his/her work as an employee, the steward shall have the right to receive complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

### **6.1**

Subject to the terms of this PLA, the Contractor and the Contractor's Sub-contractors retain full and exclusive authority for the management of its operations. The Contractor and the Contractor's Sub-contractors shall direct their working forces at their sole prerogative, including, but not limited to, hiring, promotion, transfer, lay-off discipline or discharge for just cause; the selection of foremen and general foremen; the assignment and scheduling of work; the promulgation of reasonable work rules shall be subject to the review of the Project Administrative Committee (as described in Article 8); and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices, which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed.

### **6.2**

No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors and the Contractor's Sub-contractors may, in its sole discretion, utilize the most efficient method or techniques of construction, tools, or other labor-saving devices.

### **6.3**

The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Contractors and the Contractor's Sub-contractors therefore, retain all legal rights not specifically covered by this Agreement.

### **6.4**

Except as otherwise expressly stated in this PLA there shall be no limitation or restriction upon the Owner or the Contractor's choice of materials or design, nor, regardless of source or location upon the full use, and installation and utilization of equipment, machinery, package units, pre-casts, pre-fabricated, prefinished, or pre-assembled materials, tools, or other labor-saving devices. The Owner or the Contractor may without restriction install or otherwise use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be generally performed by the craft having jurisdiction over such work. Provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation, check-off or testing of specialized or unusual equipment. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article 19 of this PLA.

## **ARTICLE 7 - PRE-JOB CONFERENCES**

### 7.1

The Contractor and the Contractor's Sub-contractors at all tier levels shall be required to hold a pre-job jurisdictional mark-up meeting two (2) weeks prior to the commencement of construction activities including any expansion of the original scopes on the Project. The Contractor agrees that all Sub-contractors will be required to arrange such a pre-job conference through the Owners PLA Administrator. In addition to the information developed relative to jurisdiction of work at the pre-job conference, the Contractor and its Sub-contractors will present all information available regarding starting date for the work, duration of job, estimated peak employment and any other conditions deemed peculiar to the particular contract or subcontract.

### 7.2

The Contractor and any of its Sub-contractors who fail to hold such pre-job conference prior to the commencement of work shall be considered in violation of this PLA. The appropriate Building Trades Council and/or NCA representative shall immediately advise the Owner's Representative of this violation who will take corrective action pursuant to the Owner's contract provisions with the Contractor.

## **ARTICLE 8 - PROJECT ADMINISTRATIVE COMMITTEE**

### 8.1

The parties to this PLA hereby recognize the necessity of cooperation and the elimination of disputes, misunderstandings or unfair practices on the part of any party, and to secure this end, it is hereby agreed that a Project Administrative Committee (PAC) shall be established to be comprised of the Contractor's representatives and/or representatives of Sub-contractors at every tier level, as may be required, the Unions party to the PLA, a representative of the Building Trades Council, the NCA and the Owner's PLA Administrator who shall meet at the jobsite or other agreed location according to a mutually agreeable monthly schedule. The Owner's PLA Administrator shall serve as the chair of the PAC. The Unions shall at such meetings present facts concerning any violations of any part of the PLA by the Contractors or its Sub-contractors. Additionally, the Unions agree to notify the Owner's PLA Administrator upon discovery of a potential violation of this PLA. They shall also bring up any practice by the Contractors or the Contractor's Sub-contractors, which in their opinion might lead to a misunderstanding or dispute between the parties. The Contractors or the Contractor's Sub-contractors shall bring in any complaints regarding failure of any employee or employees, or of the Unions to carry out any and all provisions of the PLA.

### 8.2

Any agreement or resolutions reached pursuant to the preceding paragraph shall not supersede, alter, modify, amend, add to or subtract from this Agreement unless specifically expressed elsewhere in this Agreement. Prior to being effective any amendments or revisions to this PLA shall be in writing and signed by all the parties hereto.

8.3

All parties signatory to this PLA acknowledge the importance of attendance and active support of the Project Administrative Committee and agree to participate in the meetings as their responsibility on the Project requires.

8.4

The Administrative Committee shall meet as required, but not less than once each month, to review the operation of the PLA.

8.5

This Committee shall be convened within 48 hours on an emergency basis at the request of any party to the PLA.

8.6

The Owner is a party in interest and shall be sent contemporaneous copies of all notifications required under this article, and at their option, shall initiate or participate as a full party in any proceeding initiated under this Article.

## **ARTICLE 9 - HIRING PROCEDURES**

9.1

It is agreed that affirmative action shall be taken to afford equal employment opportunity to all qualified persons without regard to race, creed, color, sex, age, marital status, religion, sexual orientation, ancestry, veteran status, disability or national origin. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees. Furthermore, the parties agree to cooperate to the fullest extent to achieve the intent and purpose of the applicable regulations of Title VII, Civil Rights Act of 1964, and Executive Order No. 11246, or such laws or Executive Orders as may supersede them. This Agreement is subordinate to the Equal Employment/Affirmative Action Resolutions and Apprenticeship Program requirements for the Project. To the extent the Contractors and its Sub-contractors, despite reasonable efforts, are unable to meet the objectives and requirements set forth in this Article 10 through use of craft employees represented by any Union signatory, the Contractors and its Sub-contractors shall be allowed to recruit from any other source and such recruits will have seven (7) days to join the applicable Local Union.

9.2

The Contractors shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off, consistent with Article 9.3 below.

### 9.3

- (a) For Local Unions now having a job referral system, the Contractors agree to comply with such system and it shall be used exclusively by all Contractors and their Sub-contractors. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and nondiscrimination, and referrals shall not be affected by obligations of Union membership or the lack thereof.
- (b) The Contractors may reject any referral for any lawful nondiscriminatory reason, provided they comply with Article 10.8 regarding reporting pay.

### 9.4

In the event that Local Unions are unable to fill any request for employees within forty-eight (48) hours after such request is made by any contractor (with the exception of Saturdays, Sundays, and holidays), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union in writing of the name and social security number of any applicants hired from other sources and shall refer the applicant to the Local Union for dispatch to the Project, and such applicant will have seven (7) days to join the Local Union.

### 9.5

Failure of an employee to pay or tender fees or dues as required by this Article shall, upon the request of the Union in writing, result in the immediate termination of such employee.

### 9.6

Except as required by law, the Local Unions shall not knowingly refer an employee currently employed by any Contractor working under this PLA to any other Contractor.

### 9.7

The parties recognize the Owner's commitment to provide opportunities to participate on the Project to business enterprises which may not have previously had a relationship with the Unions signatory to this PLA. To ensure that such enterprises will have an opportunity to employ their "core" employees on this Project, the parties agree that in those situations where any contractor, not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work is a successful contractor, such Contractor, or their Sub-contractor, may request by name, and the Local will honor, up to a maximum of three (3) designated core employees, provided that the Contractor first demonstrate that those persons possess the following qualifications:

- (a) possess any license required by state or federal law for the Project work to be performed.
- (b) have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years.

(c) were on the Contractor's active payroll for at least sixty (60) out of the one hundred eighty (180) calendar days prior to the Contract Execution.

(d) have the ability to perform safely the basic functions of the applicable trade.

## 9.8

Core employees who meet the aforementioned qualifications will be dispatched as follows:

(a) The Contractor or Sub-contractors may request by name, and the Union will honor by referral, up to a maximum of three (3) designated core employees on an alternating basis with the Contractor or its Sub-contractors selecting first.

- Core Employee
- Union Referral
- Core Employee
- Union Referral
- Core Employee
- Union Referral

All subsequent referrals will be through the respective Union hiring hall.

(b) It is agreed that specific terms and conditions governing hiring and assignment of Union workers in supplement to small Contractors existing core employees (who would be displaced by the local referral procedure) may be negotiated jointly by the Contractor and applicable local Union.

(c) For the duration of the Contractor's work the ratio of "Core" employees to hiring hall referrals shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio as was applied in the initial hiring.

(d) The Contractor and any of its Sub-contractors attempting to circumvent the hiring provisions of this PLA by misclassifying any of its employees as supervisors or foremen shall forfeit their right to employ "Core" employees on this project.

(e) No "Core" employee covered by this PLA shall be required to join any Union as a condition of being employed on the Project; provided, however, that an employee who is a member of the referring Union at the time of the referral shall maintain that membership in good standing while employed under the PLA. All Core employees not currently a member of the appropriate Union signatory to this PLA shall, however, be required to pay a representational fee equal to 94% of the regular dues of the appropriate Union, for the period during which they are performing on-site work. The Contractors agree to deduct Union dues or representation fees, whichever is applicable, from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues or fees to the Union(s).

## 9.9

The selection of craft foremen and/or general foremen and the number of such foremen and/or general foremen required shall be entirely the responsibility of the contractors. Craft foremen shall be designated working foremen at the request of the contractors. Craft workers covered by this PLA will, in the normal day-to-day operations, take their direction and supervision from their foreman.

## **ARTICLE 10 - HOURS OF WORK, OVERTIME, SHIFTS, HOLIDAYS**

### 10.1 Hours of Work

Eight (8) hours shall constitute a standard work day. Five days, Monday through Friday, shall constitute a standard work week. Standard shift workday shall be worked between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday for first shift with one-half hour unpaid lunch period. If a Saturday shift is required, work performed shall be between the hours of 9:00 a.m. to 6:00 p.m. at the applicable overtime rate. The Contractor may vary the start time to take advantage of daylight hours, weather conditions or shifts, to permit an even and manageable flow of workers to the jobsite. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week. Notification of change in hours of work will be given to the Union in writing five (5) days prior to implementation. Work hours shall be uniform for all crafts.

### 10.2 4/10 Work Schedule

A Contractor may elect to work a four ten-hour day schedule ("4/10"), Monday through Thursday or Tuesday through Friday. Ten (10) hours, between 7:00 a.m. and 9:00 p.m., shall constitute a workday on a 4/10 schedule. Any 4/10 schedule must be worked for a minimum of two (2) weeks. The Contractor shall contact the PLA Administrator and the Union to notify them of which shift they will be using.

### 10.3 Lunch Period

The Contractor and its Sub-contractors will schedule an unpaid meal period of not more than one-half (1/2) hour's duration at the work location approximately at the midpoint of the scheduled work shift.

1. Any employee required to work through the regularly established lunch period shall be paid an additional one-half (1/2) hour at the applicable overtime rate and shall eat their lunch on the Contractor's time.
2. By mutual agreement between the Union and the Contractor an additional hour of overtime pay may be provided in lieu of above.

3. Employees required to work more than two (2) hours after the end of the regular eight (8) hour shift or one (1) hour after the end of the regular four (4) tens (10), ten (10) hour shift shall be furnished a meal and paid one-half (1/2) hour at the applicable wage rate and every five (5) hours thereafter, employees shall be given time for a meal. Mealtime shall be paid at the regular overtime rate and adequate lunch be provided by the Employer at the job site.
4. By mutual agreement between the Union and the Contractor an additional hour of overtime pay may be provided in lieu of above.

Break periods will be in accordance with applicable Washington State laws/rules and regulations.

#### 10.4 Shifts

Shift work may be performed at the option of the Contractor upon three (3) working days' prior written notice to the Union(s) and the PLA Administrator, and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period and shall be paid at the regular rate of pay.

#### 10.5 Overtime

Except as otherwise required by the applicable prevailing wage determination, overtime will be paid at the rate of one and one-half (1-1/2) times the applicable straight-time hourly rate for work performed by an employee in excess of eight (8) hours daily, Monday through Friday on a five eight-hour day schedule, or for work performed in excess of ten (10) hours daily, Monday through Thursday or Tuesday through Friday, on a four ten-hour day schedule, or forty (40) hours per week. All work on Saturday, Sunday and holidays will be paid at the applicable overtime calculation rate as required by RCW 39.12. There will be no restriction on the Contractors' scheduling of overtime or the non-discriminatory designation of employees who will work the available overtime. There shall be no pyramiding of overtime pay under any circumstances.

#### 10.6 Holidays

Recognized holidays shall be as follows: (1) New Year's Day, (2) Martin Luther King's Birthday, (3) Memorial Day, (4) Fourth of July, (5) Labor Day, (6) Thanksgiving Day and (7) Friday after Thanksgiving Day and (8) Christmas Day. Recognized holidays under this PLA shall be celebrated on the date the holiday is celebrated by the Owner. Work may be performed on Labor Day when circumstances warrant, i.e. the preservation of life and/or serious property damage. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate overtime rate as provided for by RCW 39.12.

## 10.7

It will not be a violation of the PLA when the contractors consider it necessary to shut down the project in whole or in part to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractors or the Sub-contractors requests employees to stand by, the employees will be compensated for the stand by time as per the provisions of Article 10.8(a).

## 10.8 Reporting Time (Show-Up Time)

- (a) Reporting Pay. Employees reporting for work and for whom no work is provided, except when given notification, two (2) hours prior, not to report to work, shall receive two (2) hours pay at the regular straight-time hourly rate. Employees who are directed to start work shall receive four (4) hours pay at the regular straight time hourly rate. Employees who work beyond four (4) hours, shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they may be required to remain at the Project site available for work for such time as they receive pay, unless released earlier by their supervisor. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes in each to the Contractor. When an employee is sent to the jobsite from the Union referral facility in response to a request from the Contractor for an employee for one (1) day and starts work at the designated starting time for his/her shift, the employee will be paid a minimum of eight (8) hours for that day.
- (b) Make-up Day. Should any of the Contractors be unable to work forty (40) hours in any workweek due to weather or other conditions over which they have no control, the Contractor(s) may, to the extent permitted by the applicable prevailing wage law, schedule a make-up day (Saturday for 5/8 schedule; Friday or Monday for 4/10 schedule). All hours worked on a make-up to complete the forty (40) hours for the standard workweek shall be paid at the straight time rate of pay. Any hours in excess of the standard workweek worked on Saturday shall be paid at time and one-half the straight time rate of pay. For make-up day work, the full crew must be scheduled. The make-up day may not be utilized on an individual employee basis or to make up holidays. Make-up days are voluntary and should a crew member decline the make-up day's work, the Contractor may select a member of another crew as a replacement, or allow the crew to work without the regular crew member. All make-up day work will be scheduled for a full work day.
- (c) Discharge Departure. When an employee leaves the job or work location of his/her own volition or is discharged for cause or is not working as a result of any contractor's invocation of Article 10.7, the employee shall be paid only for actual time worked.
- (d) Premium Rate Day. In all cases, if the employee is reporting on a day on which an overtime rate is paid, reporting pay shall be calculated at that rate.

## **ARTICLE 11 - APPRENTICESHIP**

### 11.1

The parties recognize the need to maintain continuing support of apprenticeship programs designed to develop adequate numbers of competent workers in the construction industry. Such programs enable workers to enter the labor pool fully qualified to earn a family wage on construction jobs. The Unions agree to support and to enhance such programs to provide training and job opportunities to these new work force entrants. The Contractors will employ apprentices in their respective craft to perform work customarily performed by the craft in which they are registered and within their capabilities.

### 11.2. Apprenticeship Goals

Consistent with any restrictions contained in applicable state or federal law and regulations, including those governing equal employment opportunity, prevailing wage and apprenticeship requirements and limitations, the parties will jointly use good faith efforts to meet or exceed the following Project goals for apprenticeship utilization:

- (a) The Contractor and the Sub-contractors at all tier levels shall be required to make good faith efforts to achieve a goal of 15% of all labor hours to be performed by apprentices on their particular contract or subcontract.
- (b) Minority and women apprentices to perform at least 50% of all first year apprentice hours in all trades.
- (c) Minority apprentices to perform at least 21% and women apprentices to perform at least 12% of all apprentice hours worked.
- (d) "Good faith efforts" means the strongest possible efforts that the Contractor and its Sub-contractors can reasonably make to meet the established apprentice utilization goals.

### 11.3 Development of a Skilled Construction Workforce

King County supports the development of a skilled construction workforce through appropriate apprenticeship and training organizations, particularly for minorities, women and others facing significant employment barriers. The County also supports pre-apprenticeship programs such as the Seattle Vocational Institute Pre-Apprenticeship Construction Training program (PACT), ANEW and Helmets to Hard Hats in their goals to assist workers with particular barriers.

#### 11.4 Apprentice Utilization Plan

The Contractor and the Contractor's Sub-contractors shall prepare and submit a plan for participation of SAC-registered apprentices to the Owner at the pre-job conference. The Contractor and each Sub-contractor 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 in Section 11.2 of this Article.

During the contract construction phase, the Contractor shall submit a monthly report for its self and all Sub-contractors to King County's online Contract and Apprenticeship Report Tracking System (CARTS) on the numbers of apprentices used by craft and trade at each tier and level of work.

#### 11.5 Support for Pre-Apprenticeship through Preferred Entry

The parties agree to construct and expand pathways to livable wage jobs and careers in the construction industry for community residents through collaborative workforce development systems involving community-based training providers and Union-based apprenticeship programs. The purpose of this program is to facilitate a workforce reflective of the diversity of the County's population.

The Preferred Entry program, as defined by this agreement will identify individuals meeting certain criteria, and who are compliant with the entry standards for those apprenticeship programs that allow for preferred entry of qualified applicants into their programs. Preferred Entry candidates shall be placed with contractors working on the Factoria Transfer Station Project utilizing an interview process, as first period apprentices. The purpose of this program is to facilitate a workforce reflective of the population of King County, supporting goals of workforce inclusiveness.

Overall the Contractor would need to demonstrate how one (1) of each five (5) Apprentices would come from Pre-Apprenticeship programs including Seattle Vocational Institute Pre-Apprenticeship Construction Training program (PACT), Apprenticeship and Non-Traditional Employment Program for Women and Men (ANEW), Helmets to Hard Hats Program or others serving primarily low-income communities of color or women.

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.

If preferred entry apprentices are available, proceed with the hiring process and provide appropriate documentation to King County.

If preferred entry of the candidate(s) into the SAC approved apprentice program is denied, request and obtain documentation of the denial from the SAC approved program. Forward this documentation of contacts with recruitment/referral agencies and other efforts to recruit targeted apprentices to King County.

## **ARTICLE 12 – HELMETS TO HARDHATS**

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center or Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring support network, employment opportunities and other needs as identified by the parties.

The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## **ARTICLE 13 - PAYDAY**

### 13.1

All employees covered by this PLA may be paid by check and shall be paid no later than the end of the work shift Friday. Paychecks shall be drawn on a local bank, or the Contractors shall make local check-cashing facilities available to the employees. No more than five (5) days' wages may be withheld. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff. Notification of layoff shall be at the Contractor's discretion but shall not be given later than the end of the work shift on the date the layoff is to be effective. Such notification may be verbal.

### 13.2

A penalty of two (2) hours taxable, straight time pay for each 24 hour period or portion thereof (Saturdays and Sundays included) following the day in which the payroll became delinquent, shall be paid in addition to all wages due to the employee based upon when settlement is made up to, but not exceeding two (2) weeks. Penalty payment may be made by jointly issued checks.

## **ARTICLE 14 - CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES ADJUSTMENT**

### 14.1

The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan) or any successor Plan.

### 14.2

All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions, NCA Unions, parties to this PLA, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this PLA.

### 14.3

All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractors assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

### 14.4

Each Contractor will be required to conduct a pre-job conference, coordinated by the Owner's PLA Administrator, with the Building and Construction Trades Council and NCA representative prior to the initial commencement of work, and on an as needed basis for projects with multiple phases and/or start dates. The purpose of this pre-job conference is to promote communication

and provide the parties an opportunity to review the work prior to the start of construction. The Contractors will be advised in advance of all such conferences and shall participate.

14.5

Any award or resolution made pursuant to this procedure, shall be final and binding on the disputing Unions and the involved Contractor under this PLA only, and may be enforced in any court of competent jurisdiction in accordance with the Plan. Such award or resolution shall not establish a precedent on any construction work not covered by this PLA. In all disputes under this Article, the Contractor shall be considered a party in interest.

## **ARTICLE 15 - WORK RULES**

15.1

Employment begins and ends at the jobsite.

15.2

Employees shall be at their place of work at the designated starting time and shall remain at their place of work until the designated quitting time. Place of work shall mean gang boxes, change shacks or other designated tool storage areas or at assigned equipment. Employees shall remain on the Project and at their place of work through the work day except during breaks and lunch, at which time employees may access vending areas or snack trucks.

15.3

There shall be no limit on production by workers nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under supervision of craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations: provided, however, legitimate manning practices that are a part of national and/or local agreements shall be followed.

15.4

Security procedures for control of tools, equipment and materials are solely the responsibility of the Contractors and/or its Sub-contractors. Employees having any company property or property of another employee in their possession without authorization are subject to immediate discharge. The Contractors will be responsible for the establishment of reasonable job security measures for the protection of personal company and client property.

15.5

Slowdowns, standby crews and featherbedding practices will not be tolerated.

15.6

Recognizing the nature of the work being conducted on the site, employee access by private automobile may be limited to certain roads and/or parking areas.

15.7

The Owner or the Contractor(s) may establish reasonable Project rules, as they deem appropriate and not inconsistent with this Agreement, however, such rules shall be subject to review by the Joint Administration Committee. These rules will be explained at the pre-job conference and posted at the Project site by the Contractor(s) and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employee may be grounds for discipline, including discharge.

## **ARTICLE 16 - MISCELLANEOUS PROVISIONS**

16.1

All inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the sole discretion of the Owner, or Contractors by persons of their choice.

16.2

The Owner or Contractors shall have the right to have equipment, apparatus, machinery and construction materials of every kind delivered to the jobsite by persons of their choice except as otherwise set out herein.

16.3

The Owner shall have the right to test, operate, maintain, remove and replace all equipment, apparatus or machinery installed, or to be used in connection with such installation on the work site with employees, agents or representatives of the Owner who shall work under the direct supervision of the Owner, as applicable if such supervision is deemed desirable.

16.4

Any employee who willfully damages the work of any other employee, or any material, equipment, apparatus, or machinery shall be subject to immediate termination.

16.5

In the interest of the future of the construction industry in the Puget Sound area, of which labor is a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work with management on this Project to produce the most efficient utilization of labor and equipment in accordance with this PLA.

## **ARTICLE 17 - SAFETY, HEALTH AND SANITATION**

17.1

The Contractor, its Sub-contractors and the Unions signatory to this Agreement will form a Joint Labor/Management Safety Committee that shall be incorporated into the Project Administrative Committee. At this meeting reports will be given on safety programs instituted by the Owner, the Contractor and the individual contractors on the Project site and to discuss and advise such parties of the PLA with regard to recommended safety programs and procedures in order to maintain the highest level of occupational safety possible on the Project Site.

17.2

The Contractor, the Contractor's Sub-contractors and their respective employees shall comply with all applicable provisions of State and Federal laws and regulations including the Occupational Safety and Health Act of 1970 as amended.

17.3

The Contractor or its Sub-contractors shall provide a convenient and sanitary supply of drinking water, cooled in the summer months, and sanitary drinking cups.

17.4

The Contractor or its Sub-contractors shall provide adequate sanitary toilet facilities, water and clean up facilities for the employees. Dry shacks for breaks and employee's personal equipment storage shall be per the local CBAs.

17.5

Violators of the safety program will be subject to termination for cause and may be rehired after 90 days.

17.6

All required safety equipment shall be provided by the Contractor or its Sub-contractors.

## **ARTICLE 18 - NO STRIKE - NO LOCKOUT**

### **18.1**

During the term of this PLA there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

### **18.2**

The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

### **18.3**

Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.

The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

### **18.4**

In the event of any work stoppage, strike, picketing or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty.

### **18.5**

There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the Project site during the duration of this PLA. Any Union or Local Union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another Union or Local Union which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 18.6 of this Article.

## 18.6

In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article is alleged, after the Union(s) or Local Union(s) has been notified of the fact.

- (a) The party invoking this procedure shall notify (to be mutually determined) who the parties agree shall be the Arbitrator under this procedure. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, email or any other effective written means, to the party alleged to be in violation and the International Union President and/or Local Union.
- (b) Upon receipt of said notice, the Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists.
- (c) The Arbitrator shall notify the parties by email, facsimile, or any other effective written means, of the place and time he or she has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- (d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The award shall be issued in writing within three (3) hours after the end of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of the award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- (e) Such award may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Facsimile or expedited mail or personal service of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 6 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address by registered mail.
- (f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by parties to whom they accrue.
- (g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

- (h) If the Arbitrator determines that a work stoppage has occurred in accordance with Section 18.6 d above, the party or parties found to be in violation shall pay as liquidated damages the following amounts: For the first shift in which the violation occurred, \$10,000; for the second shift, \$15,000; for the third shift, \$20,000; for each shift thereafter on which the craft has not returned to work, \$25,000 per shift. The specific damages in this Section shall be paid to the Owner. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Article.

#### 18.7

The procedures contained in Section 18.6 through 18.6 (h) shall be applicable to violations of this Article. Disputes alleging violation of any other provision of this PLA, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article 19 Grievance Procedure.

#### 18.8

The Owner and Contractor are each a party of interest in all proceedings arising under this Article and Articles 14 and 19 and shall be sent copies of all notifications required under these Articles and shall initiate or participate as a full party in any proceeding initiated under this Article.

### **ARTICLE 19 - GRIEVANCE PROCEDURE**

#### 19.1

This PLA is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

#### 19.2

The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance arbitration provisions set forth in this Article.

#### 19.3

Any question or dispute arising out of and during the term of this PLA (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following steps:

- (a) Step 1. When any employee subject to the provisions of this PLA feels they have been aggrieved by a violation of this PLA, through their local Union business representative or job steward, shall, within five (5) working days after receiving notice of the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local Union or the job steward and the work-site

representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the PLA alleged to have been violated. Should the Local Union(s) or any Contractor(s) have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

- (b) Step 2. The International Union Representative and the involved Contractor(s) shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) working days thereafter.
- (c) Step 3. If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) working days thereafter that the grievance be submitted to the mutually agreed upon Arbitrator. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor(s) and the involved Local Union(s). Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented, and shall not have authority to change, amend, add to or detract from any of the provisions of this PLA.

#### 19.4

The Owner and Contractor shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

## **ARTICLE 20 - GENERAL SAVINGS CLAUSE**

### 20.1

If any article or provisions of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government (including such authorities as established within Project enabling legislation referred to under Article I within this Agreement). The Contractors and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent in its place and seal an article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the article or provision in question.

### 20.2

If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this agreement or the applications of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

## **ARTICLE 21 - TERMS OF AGREEMENT**

### 21.1

This Project Labor Agreement shall become effective on April 30, 2013, and shall continue only until the Project is completed or abandoned by the Owner, or by the Contractors for the Project.

### 21.2

- (a) Turnover. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segments has been turned over to the Owner by the Contractor(s) and the Owner has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and construction tested and/or approved by the Owner, the Agreement shall have no further force or effect on such items or areas, except when a Sub-contractor is directed by the Contractor(s) or the Owner to engage in repairs or modifications required by its contract(s) with the Owner.
- (b) Notice. Written notice of each final acceptance received by the Contractor(s) will be provided to the Building Trades Council(s) with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch list," and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Owner and a letter of completion/Final Acceptance is given by the Owner to the Contractor(s). A copy of the "punch list" will be available to the Unions.

- (c) Termination. Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Building Trades Council(s) of a written notice from the Owner or Contractor(s) saying that no work remains within the scope of the Agreement for the Contractor(s) or their successor(s).

## **ARTICLE 22 - WAGE SCALES AND FRINGE BENEFITS**

### 22.1

In consideration of the desire of the Owner, the Contractors and the Unions for all construction work to proceed efficiently and economically and with due consideration for protection of labor standards, wages and working conditions, all parties agree that:

### 22.2

All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing rates as required by Chapter 39.12 of the Revised Code of Washington, as amended. This requirement applies to laborers, workers and mechanics, employed by the Contractors, or by any other person who performs a portion of the work contemplated by this Agreement and which is covered by the terms hereof.

### 22.3

The Contractor(s) and its Sub-contractors will recognize the applicable Federal and/or State Prevailing Wage Rate Determinations as the minimum rates to be paid to all craft employees, including general foreman, foreman and apprentices during the life of the project. Further, the Contractor(s) and its Sub-contractors will recognize all changes of wages and fringes on the effective date(s) of the individual craft local collective bargaining agreement. It is further agreed that any retroactive increases will be recognized provided it is part of the negotiated settlement.

### 22.4

The current Washington state prevailing wage rates (PWR) for the inception of this project are dated September 2013. Such WASHINGTON PWR which have been provided to the parties hereto by the industrial statistician of the Washington State Department of Labor and Industries will be available for review at the L&I website at: <http://www.lni.wa.gov/prevailingwage/> and are incorporated into this Agreement as if set forth herein.

### 22.5

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives the matter shall be referred for arbitration to the DIRECTOR OF THE DEPARTMENT OF LABOR AND INDUSTRIES of the State of Washington, and the Directors decision therein shall be final and conclusive and binding on all parties involved in the dispute, as provided for by Section 39.12.060 of the Revised Code of Washington as amended.

## 22.6

The Contractor(s) and its Sub-contractors adopt and agree to be bound by the written terms of the legally established trust agreements, for each craft hired, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor(s) and its Sub-contractors authorize the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor(s) or its Sub-contractors.

## 22.7

If any Sub-contractor is delinquent in any Trust Fund contributions, the Union or the Trust Fund shall first make every effort to resolve the delinquency. After all efforts have been exhausted, the Union or Trust Fund shall provide timely notification to the Owner and the Contractor(s), together with all documentary evidence of the delinquency endorsed by the Fund. Upon such notification, the Contractor(s) will attempt to resolve the delinquency among its Sub-contractor, the Union and the Fund. If the delinquency is not resolved within ten (10) days thereafter, the Contractor(s) shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the Sub-contractor and shall not release such withholding until the Sub-contractor is in compliance. If the delinquent amounts are undisputed in whole or in part between the Fund and the delinquent Sub-contractor, the Contractor(s) shall issue a joint check to the Fund and the Sub-contractor in the amount of the undisputed delinquency.

## 22.8

Copies of the Union Trust Agreements are available upon request.

## **ARTICLE 23 - DRUG FREE WORKPLACE**

### 23.1

The parties to this PLA agree that the Contractor shall implement a Drug Free Workplace Policy and Program for the duration of this PLA. Such policy will be administered in accordance with the provisions of the ALCOHOL AND DRUG POLICY included as an Exhibit to this PLA. The drug and alcohol testing program implemented must be equal to or better than the King County program. All drug and alcohol testing procedures must be administered by an independent third party agency approved in advance by the PLA Administrator. The PLA Administrator has the right and authority to conduct an audit of the administration of the drug and alcohol testing procedures being implemented.

**KING COUNTY ENDORSEMENT**

The authorized signature by the undersigned affirms the approval of this Agreement by King County and its adoption of this Agreement as a bid specification for contracts covering all work within the scope of this Agreement.

FOR THE PARTIES:

King County:



Dow Constantine  
King County Executive

Seattle Building & Construction Trades Council



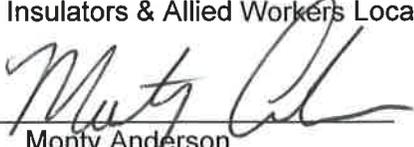
Lee Newgent  
Executive Secretary

Northwest Construction Alliance



Ed Triezenberg  
Contract Administrator

Heat & Frost Insulators & Allied Workers Local 7

Signature:   
Monty Anderson  
Business Manager

Bricklayers Local 1

Signature:   
Dennis Becker  
Business Manager

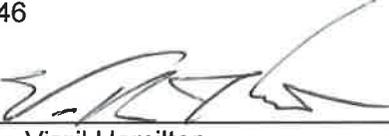
Boilermakers Local 502

Signature:   
Dale Mason  
Business Manager

Cement Masons & Plasterers Local 528

Signature:   
John Kearns  
Business Manager

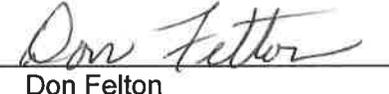
IBEW Local 46

Signature:   
Virgil Hamilton  
Business Manager

IUPAT District Council 5

Signature:   
Denis Sullivan  
Business Manager

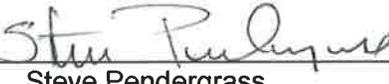
Elevator Constructors Local 19

Signature:   
Don Felton  
Business Manager

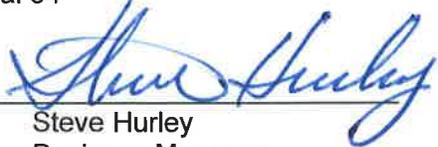
UA Plumbers & Pipefitters Local 32

Signature:   
Jeff Owen  
Business Manager

Iron Workers Local 86

Signature:   
Steve Pendergrass  
Business Manager

Roofers Local 54

Signature:   
Steve Hurley  
Business Manager

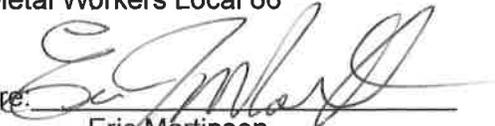
Laborers Local 242

Signature:   
Dale Cannon  
Business Manager

Laborers Local 440

Signature:   
Alan Clune  
Business Manager

Sheet Metal Workers Local 66

Signature:   
Eric Martinson  
Business Manager

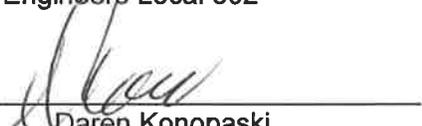
Sprinkler Fitters Local 699

Signature:   
Stanton Bonnell  
Business Manager

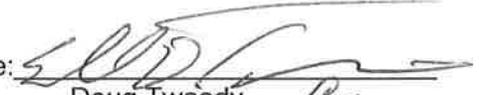
Teamsters Local 174

Signature:   
Rick Hicks  
Business Manager

Operating Engineers Local 302

Signature:   
Daren Konopaski  
Business Manager

PNW Regional Council of Carpenters

Signature:   
Doug Tweedy  
Executive Secretary

**ATTACHMENT 1  
LETTER OF ASSENT  
PROJECT LABOR AGREEMENT  
FOR THE  
FACTORIA RECYCLING/TRANSFER STATION**

The undersigned, as a Contractor or Sub-contractor on the Factoria Recycling/Transfer Station Project, for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement (PLA), a copy of which was received and is acknowledged, hereby:

1. On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the PLA, together with any and all amendments and supplements now existing or that are later made thereto, and understands that any act of non-compliance with all such terms and conditions, will subject the non-complying Contractor or employee(s) to being prohibited from the Project site until full compliance is obtained.
2. Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said PLA.
3. Agrees to secure from any Sub-contractor, of any tier (as defined in said PLA), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor/Company)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Billing Address)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(General Contractor)

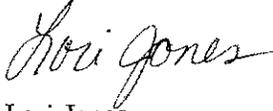
C00678C12  
\_\_\_\_\_  
(King County Contract Number)

## **EXHIBITS**

- Exhibit 1: King County Drug & Alcohol Policy
- Exhibit 2: IBEW LU46 Off-Site Fab LOU
- Exhibit 3: Iron Workers LU86 Off-Site Fab LOU
- Exhibit 4: Sheet Metal LU66 Off-Site Fab LOU
- Exhibit 5: UA LU32 Off-Site Fab LOU
- Exhibit 6: Carpenters Off-Site Fab LOU
- Exhibit 7: Cement Masons LU528 LOU
- Exhibit 8: Teamsters LU174 LOU

**Modification to Appendix 9.1 and 9.2**

The following sections have been modified from the revised policy dated February 2000. These revisions reflect additional language required by the Federal Department of Transportation, Transit and Motor Carrier Safety Administrations, 49 CFR Parts 40, 655 and 382 as amended, and merely clarify what is current practice. The Federal Transit Administration has combined 49 CFR parts 653 and 654 and replaced them with 49 CFR Part 655. All revisions have been made pursuant to Section XV – Modifications.



Lori Jones  
Drug & Alcohol Program Manager

**Policy Statement**

A-4. is prohibited from consuming alcohol for specified on-call hours when on call; and

**Section IV Substances Tested**

B. All verified negative-dilute results will be treated as verified negative results.

**Section V Types of Testing**

The King County alcohol and drug testing procedures will incorporate all requirements outlined *in the federal regulations 49 CFR Part 40 as amended* to ensure employee confidentiality, the integrity of the testing process, safeguard the validity of the test results, and ensure that test results are attributed to the correct covered employee. Prior to performing each test, King County will notify each employee that the alcohol or controlled substances testing is required by the FTA or FMCSA.

**Section VI Pre-employment Tests**

- C.1. e. refuse to consent to allow King County to obtain the driver's previous employers' information on positive controlled substances and/or alcohol test results and refusal to be tested within the previous two (2) years; or
- C. 3. Persons who are disqualified from the position that required the pre-employment test shall be disqualified from applying for any covered King County position for a period of six (6) months. Applications from such persons will thereafter only be accepted if accompanied by a current, written statement from a qualified substance abuse professional *verifying that he/she has successfully completed a referral, evaluation and treatment plan.*
- C. 4. When a covered employee/applicant has not performed a safety-sensitive function for 90 consecutive calendar days, regardless of the reason, and the employee has not been in the random pool, the employee shall take a pre-employment drug test. *King County must have a verified negative result prior to the employee performing safety-sensitive work.*

**Section VII Post-Accident Tests**

- A. 3. a non-fatal accident involving a non-transit commercial motor vehicle operating on a public road that requires the driver to carry a commercial driver's license (CDL) has occurred in which
  - a. the driver receives a citation for a moving traffic violation within 8 hours (to test for alcohol) or within 32 hours (to test for controlled substances)
- C. An employee required to submit a post-accident drug and alcohol testing must be testing as soon as possible. Drug tests must be conducted within thirty-two (32) hours following the accident; alcohol tests must be conducted within eight (8) hours of the accident. *If an alcohol test is not completed within two hours, King County shall prepare and maintain a record stating the reason. If an alcohol test is not completed within 8 hours, King County shall cease attempt to administer test and maintain a record stating the reason.* A covered employee who is required to submit to a reasonable suspicion alcohol and drug test under Section IX need not be required to also submit to a separate post-accident drug and alcohol test under this Section.

## Section VIII Random Tests

- B. A computer based random number generator, which is a scientifically valid method, is used for random selections. All covered employees shall have an equal chance of being selected each time selections are made. The random testing rate requirement for Federal Transit and **Federal Motor Carrier Safety Administrations** is to annually complete drug tests equivalent to 50% of the number of covered employees and complete alcohol tests equivalent to 10% of the number of covered employees.
- C. + *Previous language deleted*
- C. Employees selected for random alcohol and/or drug tests will be provided with transportation and are required to report immediately to the collection site where they will be required to provide a breath and/or urine sample.
- D. Employees may be randomly tested for prohibited drug use anytime while on duty.

## Section X Return to Work Testing

Employees who have been disciplined in accordance with Section XIII as a result of their first positive test indicating the presence of one or more of the substances listed in Section IV, **or return to work after a violation other than a first positive through the grievance process**, will be required, prior to returning to work, to take a return to duty alcohol and/or drug test with a verified negative result in accordance with King County alcohol and drug testing procedures.

## Section XII Refusal to Test

The following are behaviors which constitute a refusal to test. A refusal to test constitutes a violation of this policy and the Federal regulations and a verified positive drug/alcohol test result.

- A. Refusal to submit (to an alcohol test). A covered employee is considered to have refused to take an alcohol test if s/he:
  - 1. Fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer;
  - 2. Fails to remain at the testing site until the testing process is complete;
  - 3. Fails to attempt to provide a breath specimen for any test required by 49 CFR Parts 382 or 655;
  - 4. Fails to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
  - 5. Fails to undergo a medical examination or evaluation, as directed by the employer as part of the insufficient breath procedures outlined in 40.265;
  - 6. Fails to sign the certification at Step 2 of the Alcohol Testing Form (ATF); or
  - 7. Fails to cooperate with any part of the testing process.

If an employee refuses to take an alcohol test, s/he has violated DOT agency regulations and incurs the consequences specified under those regulations.
- B. Refusal to submit (to a drug test). A covered employee is considered to have refused to take a drug test if s/he:
  - 1. Fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer;
  - 2. Fails to remain at the testing site until the testing process is complete;
  - 3. Fails to attempt to provide a urine specimen for any test required by 49 CFR Parts 382 or 655;
  - 4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the specimen;

# **Exhibit 1: King County Drug & Alcohol Policy**

5. Fails to provide a sufficient amount of urine when directed, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
6. Fails or declines to take a second test the employer or collector has directed him/her to take;
7. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" procedures outlined in 40.193;
8. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process.)

If the MRO reports that an employee has a verified adulterated or substituted test result, the employee has refused to take a drug test.

If an employee has refused to take a drug test, s/he has violated DOT agency regulations and incurs the consequences specified under those regulations.

+ *Previous language deleted*

## **Section XIII Consequences**

- B.1. c) attends an appropriate King County approved education and/or treatment program and signs a monitoring agreement with King County's EAP to ensure successful completion of the education/treatment program specified by the substance abuse professional; and

## **Section XIV Confidentiality**

The laboratory and MRO shall maintain strict confidentiality of all test results in accordance with *Section 655.73* of FTA regulations and with Section 382.401 of *FMCSA* regulations.

## **Safety Sensitive Positions**

### **A. Department of Transportation**

<b>Transit Division</b>	<b>Roads Division*</b>
Operations	<b>Traffic Engineering*</b>
Power and Facilities	<b>Fleet Administration*</b>
Safety	<b>Airport Division*</b>
Vehicle Maintenance	

### **B. Department of Natural Resources and Parks**

#### **Wastewater Treatment Division\***

Employees who are required to operate vehicles which require the possession of a commercial driver's license (CDL). Specific employees subject to testing will be identified by *WTD* management and notified of the testing requirements.

**Solid Waste Division\***                      **Parks Division\***

### **C. Department of Public Health**

**North Rehabilitation Facility\***

(\*see page 23)

# Exhibit 1: King County Drug & Alcohol Policy



## King County Administration Polices and Procedures

Executive Orders  
Policies and Procedures

Title	King County Prohibited Drug Use and Alcohol Misuse Education and Testing Program	Document Code No.	PER 15-2-1 (AEP)
Department/Issuing Agency	Drug and Alcohol Program	Effective Date	October 25, 1995
Approved	<i>Gary Locke</i>		

- 1.0 **SUBJECT TITLE:** Policy for King County Prohibited Drug Use and Alcohol Misuse Education and Testing Program
  - 1.1 **EFFECTIVE DATE**
  - 1.2 **TYPE OF ACTION:** Supersedes PER 15-2 (AEP)
  - 1.3 **KEYWORDS:** Drug Use, Alcohol Misuse, Safety Sensitive, Testing Program, Education
- 2.0 **PURPOSE:** To establish the King County Program for Prohibited Drug Use and Alcohol Misuse Education and Testing Program Policy. This policy ensures King County compliance with the Omnibus Transportation Act of 1991.
3. **ORGANIZATIONS AFFECTED:** Applicable to all Executive Departments
- 4.0 **REFERENCES:**
  - 4.1 Omnibus Transportation Act of 1991
  - 4.2 49 CFR Parts 40, 382, 655 as amended
  - 4.3 U.S. Drug Free Workplace Act of 1988
- 5.0 **DEFINITIONS:** Included in Appendix 9.1
- 6.0 **POLICIES:**
  - 6.1 King County is committed to maintaining a drug-free workplace to promote both the quality of its services and the safety of its employees, its customers and the public. Every King County employee or employee of a transit contractor who holds a position which could be defined as safety-sensitive is subject to regulations issued pursuant to the Omnibus Transportation Employee Testing Act of 1991; and, each employee, in accordance with this Act and under King County Authority shall follow policies as defined in Appendix 9.1.
  - 6.2 Questions about this Prohibited Drug Use and Alcohol Misuse Policy, King County's Employees Assistance Programs and/or the attached Prohibited Drug Use and Alcohol Misuse Education and Testing Program should be addressed to Lori Jones, Program Manager for the King County Drug and Alcohol Program at (206) 684-1750.
- 7.0 **PROCEDURES:** N/A
- 8.0 **RESPONSIBILITIES:**
  - 8.1 The Program Manager for the King County Drug and Alcohol Program is responsible for ensuring that a Prohibited Drug Use and Alcohol Misuse Education and Testing Program Policy for covered employees is written in the King County Council Ordinance format.
- 9.0 **APPENDICES:**
  - 9.1 Prohibited Drug Use and Alcohol Misuse Education and Testing Program
  - 9.2 Safety Sensitive Positions

**Appendix 9.1**

**Prohibited Drug Use And Alcohol Misuse  
Education And Testing Program**

**Policy Statement**

- A. King County is committed to maintaining a drug-free workplace to promote both the quality of its services and the safety of its employees, its customers and the public. Every King County employee or employee of a transit contractor who holds a position which would be defined as safety-sensitive (covered employee) is subject to regulations issued pursuant to the Omnibus Transportation Employee Testing Act of 1991 (the Act); and each covered employee, in accordance with the Act, is:
1. prohibited from using, possessing, selling, purchasing, manufacturing, distributing, or transferring alcoholic beverages (except off-duty use at public events) or controlled substances or other performance-impairing substances while on duty or on King County property; and
  2. is prohibited from being present on King County property (except off-duty alcohol use at public events), reporting to work or performing work while that employee is under the influence of alcohol or has any controlled substance or other performance-impairing substance in his/her system; and,
  3. is prohibited from the consumption of alcohol within four (4) hours of the employee's scheduled time to report for work, or within eight (8) hours following an accident or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first; and,
  4. is prohibited from consuming alcohol for specified on-call hours when on-call; and,
  5. is required to submit to an alcohol and/or drug test when directed by King County; and, prohibited from tampering or attempting to tamper with such alcohol and/or drug test.
- B. Each King County covered employee, pursuant to the Drug Free Workplace Act is required to notify his/her supervisor, within five (5) calendar days of any conviction, that he/she has been convicted of a drug crime occurring in the workplace; and
- C. Each covered employee, under King County's own authority:
1. is responsible for informing his/her physician when being prescribed medication(s) that he/she is covered under the terms of this policy. The employee shall use medically authorized drugs or over the counter medications in a manner which will not impair on the job performance.
  2. shall promptly report to his/her supervisor whenever he/she observes or has knowledge of another employee who poses a hazard to the safety and welfare of others.
- D. In accordance with the Omnibus Transportation Employee Testing Act of 1991 and the regulations issued pursuant to this Act:
1. It is King County policy that every covered King County employee comply with the Prohibited Drug and Alcohol Misuse Education and Testing Program which details King County's program.
  2. Employees must understand that strict compliance with King County's Alcohol and Drug Misuse Policy and Education and Testing Program is a condition of employment with King County.
  3. Under King County's own authority, violations will result in discipline in accordance with Section XIII.

## Section II – Covered Employees

As required by the regulations issued pursuant to the Omnibus Employee Testing Act of 1991, King County must conduct drug and alcohol testing for all covered employees. Covered employees are those employees who occupy positions which perform a 'safety-sensitive' function and applicants for a safety-sensitive position. 'Safety-sensitive' functions are defined as:

1. operating revenue service vehicles, including operation when the vehicle is not in revenue service;
2. operating nonrevenue service vehicles when operation of such vehicles requires the driver to hold a Commercial Driver's License (CDL);
3. controlling the dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; or
5. carrying a firearm for transit security purposes.

A list of all covered positions/classifications, by King County Department, is attached as Appendix 9.2. In addition, all employees of independent contractors who perform services for King County Department of Transportation, Transit Division in positions which are safety-sensitive as outlined above will also be subject to the testing requirements outlined in this program.

## Section III – Education

Every covered King County employee will receive a copy of King County's Prohibited Drug Use and Alcohol Misuse Policy and this Prohibited Drug and Alcohol Misuse Education and Testing Program. Transit employees will receive a minimum of sixty (60) minutes of training regarding the Prohibited Drug Use and Alcohol Misuse Education and Testing Program and the effects of prohibited drug use and alcohol misuse. Detailed information on alcohol misuse will be provided, specifically referencing the effects of alcohol misuse which impacts an individual's biological, emotional, psycho-social well being. The effects of misuse can be seen in an individual's work performance, attitude and social interaction.

All King County supervisory personnel who are designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol and/or drug testing will also receive a minimum of one-hundred and twenty (120) minutes of training on the physical, behavioral, speech, and performance indicators of probable prohibited drug use and alcohol misuse.

## Section IV – Substances Tested

### A. Alcohol

Employees subject to alcohol testing will have a sample of their breath tested for the presence of the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol. Alcohol testing must be accomplished just before a covered employee performs safety sensitive duties, during that performance, or just after a covered employee has performed safety sensitive duties. King County, under its own authority, considers a breath alcohol level of .02 or greater a positive test.

Any refusal to submit to an alcohol test, and all positive alcohol tests, will be reported immediately by the testing facility to the King County Drug and Alcohol Program Manager as required by law.

### B. Drugs

Employees subject to drug testing will have a sample of their urine tested for the presence of five (5) drugs, as follows:

1. Marijuana
2. Cocaine
3. Opiates
4. Amphetamines
5. Phencyclidine

# **Exhibit 1: King County Drug & Alcohol Policy**

All drug tests will be reported by the testing laboratory to a medical review officer (MRO) who will evaluate the results. After evaluation and interpretation, all verified positive test results will be reported by the MRO to the employee and the King County Drug and Alcohol Program Manager. Any refusal to submit to a drug test, will be immediately reported by the collection site to the King County Drug and Alcohol Program Manager. All verified negative-dilute results will be treated as verified negative results.

With respect to verified positive drug tests, employees will be notified by the MRO that they have seventy-two (72) hours following this notification in which they can request, at their own expense, that a split urine specimen be tested by another Department of Health and Human Services (DHHS) certified testing laboratory. However, in the event that the split sample test is negative, the employee will be reimbursed for the test.

Failure to request testing of the split specimen within seventy-two (72) hours of being notified of a positive test by the MRO will result in the test results from the original specimen being accepted as the final test results.

## **Section V – Types of Testing**

The following tests will be required of all covered employees in accordance with King County alcohol and drug testing procedures:

1. Pre-employment tests
2. Post-accident tests
3. Random tests
4. Reasonable suspicion tests
5. Return to duty/Follow-up tests

The King County alcohol and drug testing procedures will incorporate all requirements outlined in the federal regulations 49 CFR Part 40 as amended to ensure employee confidentiality, the integrity of the testing process, safeguard the validity of the test results, and ensure that test results are attributed to the correct covered employee. Prior to performing each test, King County will notify each employee that the alcohol or controlled substances testing is required by the FTA or FMCSA.

## **Section VI – Pre-employment Tests**

A. The following persons will be subject to pre-employment testing in accordance with King County alcohol and drug testing procedures:

1. Applicants selected for hire into one of the covered positions listed in Section II.
2. Current King County employees selected for assignment into one of the covered positions listed in Section II, if not previously employed in one of these positions, and if the assignment is intended to be for thirty (30) or more consecutive days.

B. Individuals identified in Section VI.A. will be informed that they are subject to pre-employment drug testing at the time they apply for a covered position. Such persons, once a job offer is made will have urine sample collected and tested for evidence of the substances listed in Section IV.B. For individuals noted in Section VI.A.1. and 2, tests may be conducted as part of a routine pre-employment physical examination. The time, date and location of the physical examination and drug test will be announced in advance of the test. Individuals applying for positions which do not require a routine pre-employment physical examination will be notified, in advance, of the time, date and location of the drug test only. King County must receive a negative drug test result prior to employee performing a safety-sensitive function. If a test is canceled, King County shall require employee/applicant to take another pre-employment test and must receive a verified negative result.

C. Disqualification from King County Employment

1. It is King County policy that applicants for initial hire will be disqualified from King County employment if they:

# Exhibit 1: King County Drug & Alcohol Policy

- a. fail to appear for the physical examination and urine collection on the designated day unless excused by King County for good and verifiable cause;
  - b. refuse to test as defined in Section XII;
  - c. attempt to alter, taint, or otherwise provide a false sample; or
  - d. test positive for the presence of one of the substances listed in Section IV.B.
  - e. refuse to consent to allow King County to obtain the drivers' previous employers' information on positive controlled substances and/or alcohol test results and refusal to be tested within the previous two (2) years; or
  - f. have tested positive or have refused to be tested when required by a previous employer within the last (2) years and have not successfully completed required recommendations of a substance abuse professional.
2. Current employees subject to pre-employment testing will be disqualified from the position they are seeking if they commit one of the acts listed in 1.a - 1.f. of Section VI.C.1 above. Current employees subject to pre-employment testing will also be subject to discipline in accordance with Section XIII if they commit one of the acts listed in 1.c and 1.d in Section VI.C.1 above.
  3. Persons who are disqualified from the position that required the pre-employment test shall be disqualified from applying for any covered King County position for a period of six (6) months. Applications from such persons will thereafter only be accepted if accompanied by a current, written statement from a qualified substance abuse professional verifying that s/he has successfully completed a referral, evaluation and treatment plan.
  4. When a covered employee/applicant has not performed a safety-sensitive function for 90 consecutive calendar days, regardless of the reason, and the employee has not been in the random pool, the employee shall take a pre-employment drug test. King County must have a verified negative result prior to the employee performing safety-sensitive work.

## Section VII – Post-Accident Tests

All employees in covered positions as identified in Section II will be subject to post-accident alcohol and drug testing in accordance with King County alcohol and drug testing procedures.

- A. A King County safety officer, supervisor or other qualified person shall be responsible for making a determination as to whether a post-accident drug and alcohol test is required at the time any covered employee is involved in an accident. An 'accident' requiring an alcohol and drug test is any accident where:
    1. a fatality has occurred;
    2. a non-fatal accident involving a transit diesel or trolley bus, automobile, van or commercial motor vehicle that requires the driver to carry a commercial driver's license (CDL) has occurred in which
      - a. injuries were sustained requiring the injured person to immediately receive medical attention away from the scene or any vehicle involved in the accident is disabled and towed away unless it is determined, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident.
- OR
3. a non-fatal accident involving a non-transit commercial motor vehicle operating on a public road that requires the driver to carry a commercial driver's license (CDL) has occurred in which
    - a. the driver receives a citation for a moving traffic violation within 8 hours (to test for alcohol) or within 32 hours (to test for controlled substances)

AND

## **Exhibit 1: King County Drug & Alcohol Policy**

- b. injuries were sustained requiring the injured person to immediately receive medical attention away from the scene or any vehicle involved in the accident is disabled and towed away

OR

- 4. a non-fatal accident involving the waterfront streetcar has occurred in which
  - a. injuries were sustained which required the injured person to immediately receive medical attention away from the scene

OR

- b. the waterfront streetcar is removed from revenue service

- B. King County will also test any covered employee whose performance could have contributed to the accident.
- C. An employee required to submit to post-accident drug and alcohol testing must be tested as soon as possible. Drug tests must be conducted within thirty-two (32) hours following the accident; alcohol tests must be conducted within eight (8) hours of the accident. If an alcohol test is not completed within two hours, King County shall prepare and maintain a record stating the reason. If an alcohol test is not completed within 8 hours, King County shall cease attempt to administer test and maintain a record stating the reason. A covered employee who is required to submit to a reasonable suspicion alcohol and drug test under Section IX need not be required to also submit to a separate post-accident drug and alcohol test under this Section.
- D. A covered employee must remain readily available for post-accident drug and alcohol testing, including notifying King County of his/her location is he/she leaves the scene of an accident prior to submission of these tests. Failure to remain readily available for post-accident testing constitutes a refusal. Post-accident testing is delayed while the covered employee assists in the resolution of the accident or receives medical attention following the accident.
- E. An employee required to submit to a post-accident drug and alcohol test, will be transported by King County to the collection site and will be required to sign a consent form. The employee must provide a urine and breath sample unless it is determined by medical personnel present that the employee is medically unable to provide the required samples. Following the test, the employee will be relieved of duty with pay pending King County's receipt of the results of the tests from the MRO.
- F. It is King County's policy that employees who are required to submit to a post-accident drug and alcohol test will be subject to discipline in accordance with Section XIII if they:
  - 1. refuse to sign a consent form or refuse to provide a breath and/or urine sample;
  - 2. attempt to alter, taint, or otherwise provide a false sample; or
  - 3. test positive for the presence of one or more of the substances listed in Section IV.

### **Section VIII – Random Tests**

- A. King County will maintain a listing of the names of all employees in the covered positions listed in Section II. During each calendar year, alcohol and/or drug tests will be administered to these employees on a random-selection basis in accordance with the federal alcohol and drug testing regulations and King County's alcohol and drug testing program. King County shall insure that random drug and alcohol tests conducted will be unannounced and that the dates for administering random tests are spread reasonably throughout the calendar year. Testing can be conducted on all days and hours during which safety sensitive work is performed.
- B. A computer based random number generator, which is a scientifically valid method, is used for random selections. All covered employees shall have an equal chance of being selected each time selections are made. The random testing rate requirement for Federal Transit and Federal Motor Carrier Safety Administrations is to annually complete drug tests equivalent to 50% of the number of covered employees and complete alcohol tests equivalent to 10% of the number of covered employees.

## **Exhibit 1: King County Drug & Alcohol Policy**

- C. Employees selected for random alcohol and/or drug tests will be provided with transportation and are required to report immediately to the collection site where they will be required to provide a breath and/or urine sample.
- D. Employees may be randomly tested for prohibited drug use anytime while on duty.
- E. It is King County policy that employees will be subject to discipline in accordance with Section XIII if they:
  - 1. do not appear immediately and complete a random drug and/or alcohol test within two (2) hours following notification to appear for such tests, refuse to sign a form or refuse to provide a breath and/or urine sample;
  - 2. attempt to alter, taint, or otherwise provide a false sample; or
  - 3. test positive for the presence of one or more of the substances listed in Section IV.

### **Section IX – Reasonable Suspicion Test**

- A. All employees in the covered positions listed in Section II may be required to submit to a reasonable suspicion alcohol and/or drug test.
- B. Employees who are reasonably suspected by a supervisor of violating King County's Prohibited Drug Use and Alcohol Misuse Policy will be required to submit to an alcohol and/or drug test in accordance with King County alcohol and drug testing procedures. A trained supervisor who makes a determination that a test is required will be required to complete a form indicating the grounds for his/her suspicion. The determination must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the employee.
- C. Employees will be transported by King County to the collection site and will be required to provide a breath and/or urine sample. Following completion of the test, employees will be transported home and relieved of duty with pay pending King County's receipt of the results of the test from the MRO.
- D. It is King County's policy that employees will be subject to discipline in accordance with Section XIII if they:
  - 1. refuse to sign a form or refuse to provide a urine and/or breath sample;
  - 2. attempt to alter, taint, or otherwise provide a false sample; or
  - 3. test positive for the presence of one or more of the substances listed in Section IV.

### **Section X – Return to Work Testing**

Employees who have been disciplined in accordance with Section XIII as a result of their first positive test indicating the presence of one or more of the substances listed in Section IV, or return to work after a violation other than a first positive through the grievance process, will be required, prior to returning to work, to take a return to duty alcohol and/or drug test with a verified negative result in accordance with King County alcohol and drug testing procedures.

### **Section XI – Follow-up Testing**

Current employees who have been disciplined in accordance with Section XIII as a result of a positive alcohol and/or drug test required under Section V, except for random alcohol tests with a level of .02-.039 whose initial test was greater than the confirmation test, upon return to work shall be subject to a minimum of six (6) unannounced drug and/or alcohol follow up tests during the first twelve (12) months following the employee's return to work, and further testing as recommended by the substance abuse professional up to a maximum of sixty (60) months. In addition, employees who have been disciplined in accordance with Section XIII will also be subject to the testing requirements of Section V.

# **Exhibit 1: King County Drug & Alcohol Policy**

## **Section XII – Refusal to Test**

The following are behaviors which constitute a refusal to test. A refusal to test constitutes a violation of this policy and the Federal regulations and a verified positive drug/alcohol test result.

**A. Refusal to submit to submit (to an alcohol test).** A covered employee is considered to have refused to take an alcohol test if s/he:

1. Fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer (except for pre-employment);
2. Fails to remain at the testing site until the testing process is complete;
3. Fails to attempt to provide a breath specimen for any test required by 49 CFR Parts 382 or 655;
4. Fails to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
5. Fails to undergo a medical examination or evaluation, as directed by the employer as part of the insufficient breath procedures outlined in 40.265;
6. Fails to sign the certification at Step 2 of the Alcohol Testing Form (ATF); or
7. Fails to cooperate with any part of the testing process.

If an employee refuses to take an alcohol test, s/he has violated DOT agency regulations and incurs the consequences specified under those regulations.

**B. Refusal to submit (to a drug test).** A covered employee is considered to have refused to take a drug test if s/he:

1. Fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer (except for pre-employment test);
2. Fails to remain at the testing site until the testing process is complete (except for pre-employment when an employee/applicant leaves before the testing process begins);
3. Fails to attempt to provide a urine specimen for any test required by 49 CFR Parts 382 or 655;
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the specimen;
5. Fails to provide a sufficient amount of urine when directed, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
6. Fails or declines to take a second test King County or collector has directed him/her to take;
7. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the “shy bladder” procedures outlined in 40.193;
8. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process.)

If the MRO reports that an employee has a verified adulterated or substituted test result, the employee has refused to take a drug test.

If an employee has refused to take a drug test, s/he has violated DOT agency regulations and incurs the consequences specified under those regulations.

## Section XIII – Consequences

Current employees who have a confirmed positive drug or alcohol test, or who have refused to a test as defined in Section XII, will be immediately removed from duty. The employee will be provided with information from King County's employee assistance program (EAP) regarding resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse, including the names, addresses and telephone numbers of substance abuse professionals and treatment programs as required by 49 CFR Part 40.

### A. Termination

It is King County's policy that current employees will be terminated if the employee:

1. uses, possesses, sells, purchases, manufactures, distributes, or transfers alcoholic beverages (except off-duty use at public events) or controlled substances or other performance-impairing substances while on duty or on King County property; or,
2. consumes alcohol within four (4) hours of the employee's scheduled time to report for work, or within eight (8) hours following an accident or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first; or,
3. refuses to submit to an alcohol and/or drug test (as defined in Section XII) when directed by King County; or, tampers or attempts to tamper with an alcohol and/or drug test; or,
4. does not notify his/her supervisor, within five (5) calendar days of any conviction, that he/she has been convicted of a drug crime occurring in the workplace; or
5. tests positive and was involved in an accident resulting in death, serious injury or extensive property damage; or
6. tests positive and is also being terminated for other misconduct which could independently result in their discharge; or
7. tests positive and has not completed their initial probationary period following hire into their first King County position.
8. does not appear and complete a random or follow-up drug and/or alcohol test within two (2) hours following notification to appear for such tests, refuses to sign a BAT form or refuses to provide a breath and/or urine sample;
9. has a second confirmed positive drug or alcohol test, except random alcohol tests with a level of .02-.039 where the initial test was greater than the confirmation test;
10. has a third confirmed positive random alcohol test with a level of .02-.039, where the initial test was greater than the confirmation test.

### B. Consequences for a Positive Drug or Alcohol Test

#### 1. Conditional Retention

It is King County's policy that current employees, who have a verified positive drug or alcohol test and are not subject to the terms under Section XIII.A., will be offered conditional retention of employment if the employee:

- a) submits to an evaluation by a substance abuse professional approved by King County's EAP;
- b) signs a conditional retention of employment agreement;
- c) attends an appropriate King County approved education and/or treatment program and signs a monitoring agreement with King County's EAP to ensure successful completion of the education/treatment program specified by the substance abuse professional; and
- d) prior to returning to work, is subject to a return to duty drug and/or alcohol test with a verified negative result(s). Follow up tests are required as recommended by the substance abuse professional.

## **Exhibit 1: King County Drug & Alcohol Policy**

The employee who is conditionally retained must fully comply with the conditions of retention of employment, including successful completion of the treatment program specified by the substance abuse professional.

### **2. Discipline for a Positive Drug or Alcohol Test**

Current employees who have a confirmed positive drug or alcohol test will be removed from duty and disciplined as follows:

#### **A) Consequences for a Positive Drug or Alcohol Test (Except for Random Alcohol Tests of .02-.039 where the initial test was greater than the confirmation test).**

- (1) Employees with their first confirmed positive drug or alcohol test, except random alcohol tests with a level of .02-.039 where the initial test was greater than the confirmation test, will be suspended for one (1) week without pay.

#### **B) Consequences for a Random Alcohol Level of .02-.039 (where the initial test was greater than the confirmation test).**

- (1) Employees who have their first confirmed positive random alcohol test with a level of .02-.039, where the initial test was greater than the confirmation test, will be removed from duty for two (2) days without pay.
- (2) Current employees who have their second confirmed positive random alcohol test with a level of .02-.039, where the initial test was greater than the confirmation test, will be suspended for one (1) week without pay.

#### **C) Employees who have a confirmed positive alcohol test with a level of .02-.039 where the initial test was lower than the confirmation test will be disciplined in accordance with Section XIII.B.2.a.(1).**

## **Section XIV – Confidentiality**

All testing will be conducted in accordance with the federal regulations to ensure test results are accurate and reliable. Further, King County will carry out this policy in a manner which respects the dignity and confidentiality of those involved.

King County takes seriously its commitment to provide safe conditions to the public and its employees. Recognizing this commitment, King County maintains employee assistance programs which can provide access to professional services in an effort to aid any employee who has an alcohol or chemical dependency problem. All employees who suspect they may have alcohol or substance abuse problems are encouraged to utilize employee assistance program resources before the problem affects their employment status. Participation in this program is voluntary and confidential.

The laboratory and MRO shall maintain strict confidentiality of all test results in accordance with Section 655.73 of FTA regulations and with Section 382.401 of FMCSA regulations. This confidentiality shall be maintained at all times. At a minimum the contractor will:

1. Store all specimens that test verified for drugs in a secure locked freezer for one (1) year or as required by law. Evidence shall be stored in the original specimen container in which it arrived in order to guard against court claims of improperly conducted testing.
2. Store test results and chain of custody documents for five (5) years or as required by law in a secured area complying with legal requirements.
3. Test results shall be reported to the King County Program Manager or designee via a secure fax machine, or other means as appropriate, on a daily basis.
4. Any specimen that has a chain of custody problem is tested only with prior approval from the designated King County Program Manager.

The laboratory, MRO and King County shall disclose information related to a positive drug test of an individual to the individual, the employer or the decision maker in a law suit, grievance or other proceeding initiated by or on behalf of the individual and arising from a verified positive drug test.

# **Exhibit 1: King County Drug & Alcohol Policy**

Questions about King County's prohibited drug use and alcohol misuse education and testing program and/or King County's employee assistance programs should be addressed to Lori Jones, Drug and Alcohol Program Manager.

## **Section XV – Modifications**

It is King County policy that the Program Manager is authorized and directed to promulgate such modifications, amendments and revisions to the King County Drug and Alcohol Program as s/he deems necessary after a review process and concurrence by the affected departments to carry out the provisions of regulations issued pursuant to the Omnibus Transportation Employee Testing Act of 1991 and to enact such additional policies and procedures as may be necessary to insure King County's compliance with state and federal law affecting drug and alcohol matters. Nothing herein is intended to waive a union's legal right to bargain over modifications, amendments and revisions to the extent that they are mandatory subjects of bargaining.

## **Section XVI – Effects of Alcohol**

For information regarding the effects of alcohol refer to King County Drug and Alcohol Program Handbook (June 2003), page 87 Alcohol Fact Sheet. In addition, if an alcohol problem is suspected, please contact King County Employee Assistance Program or refer to the handbook, page 112 – Where to Get Help.

## **Section XVII – Information Disclosure**

King County Drug & Alcohol Program Manager may only release drug and alcohol testing records and results under the following circumstances:

- When an employee gives written instruction that King County may release information or copies of records regarding his/her test results to a third party or subsequent employer;
- When, due to a lawsuit, grievance, or proceeding initiated on behalf of the employee tested, the result may be released to the decision-maker in the case;
- When an employee provides a written request for copies of his/her records relating to the test(s);
- When an accident investigation is being performed by the National Transportation Safety Board (NTSB) and the post-accident results are needed for the investigation;
- When the DOT or any DOT agency with regulatory authority over the employer or any of its employees requests records.

An employee request for release of information must specifically identify the person to whom the information is to be released, the circumstances under which the release is authorized, and the specific kind of information to be released. A separate release must be signed each time information is to be disclosed.

## Terms and Definitions

**Accident** means an occurrence associated with the operation of a vehicle, if as a result:

- (1) An individual dies;
- (2) An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident;
- (3) With respect to an occurrence in which the mass transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle;
- (4) With respect to an occurrence in which the mass transit vehicle involved is a rail car, trolley car, trolley bus, or vessel, the mass transit vehicle is removed from revenue service;
- (5) With respect to an occurrence in which a commercial motor vehicle (non-transit) operating on a public road in interstate or intrastate commerce and one or more motor vehicles incurs disabling damage as the result of the accident and is transported away from the scene by a tow truck or other vehicle.

**Actual Knowledge (FMCSA)** means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use, except as provided in § 382.121. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing under § 382.307.

**Adulterated Specimen** means a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine. Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol.

**Alcohol Concentration** (or content) means the amount of alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

**Alcohol Use** means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

**Blind Sample or Blind Performance Test Specimen.** A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is blank, containing no drugs.

**Breath Alcohol Technician (BAT).** An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

**Cancelled Test** means a drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which 49 CFR part 40 otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

**CDL** Commercial Driver's License

**Chain of Custody.** Procedures to account for the integrity of each urine or blood specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. With respect to drug testing, these procedures shall require that an appropriate drug testing custody and control form be used from time of collection to receipt by the laboratory and that upon receipt by the laboratory an appropriate laboratory Custody and Control form(s) account(s) for the sample or sample aliquots within the laboratory.

**CFR** Code of Federal Regulations

# **Exhibit 1: King County Drug & Alcohol Policy**

**Commercial Motor Vehicle (FMCSA-Non-Transit).** Means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle 1) Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or 2) Has a gross vehicle weight rating of 26,001 or more pounds; or 3) Is designed to transport 16 or more passengers, including the driver; or 4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

**Confirmation or Confirmatory Test.**

- (1) In drug testing, a second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines and phencyclidine.)
- (2) In alcohol testing, a second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration.

**Confirmed Drug Test** means a confirmation test result received by an MRO from a laboratory.

**Controlled Substances** means those substances identified in 49 CFR 40.85.

**Contractor (FTA)** means a person or organization that provides a safety-sensitive service for a recipient, subrecipient, employer, or operator consistent with a specific understanding or arrangement. The understanding can be a written contract or an informal arrangement that reflects an ongoing relationship between the parties.

**Covered Employee** means a person, including an applicant, or transferee, who performs or will perform a safety-sensitive function for an entity subject to 49 CFR Parts 382 or 655.

**Designated Employer Representative (DER)** is an individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The individual must be an employee of the company. Service agents cannot serve as DERs.

**DHHS.** The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

**Dilute Specimen** means a specimen with creatinine and specific gravity values that are lower than expected for human urine.

**Disabling Damage** means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

- (1) Inclusion. Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.
- (2) Exclusions
  - (a) Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
  - (b) Tire disablement without other damage if no spare tire is available.
  - (c) Headlamp or taillight damage.
  - (d) Damage to turn signals, horn, or windshield wipers which make them inoperative.

**DOT Agency.** An agency of the United States Department of Transportation administering regulations related to drug or alcohol testing, including the United States Coast Guard, the Federal Aviation Administration, the Federal Railroad Administration, the FMCSA, the Federal Transit Administration, the Research and Special Program Administration, and the Office of the Secretary.

# Exhibit 1: King County Drug & Alcohol Policy

**Drug Metabolite.** The specific substance produced when the human body metabolizes a given prohibited drug as it passes through the body and is excreted in urine.

**Drug Test.** The laboratory analysis of a urine specimen collected in accordance with 49 CFR part 40 and analyzed in a DHHS-approved laboratory.

**EBT or Evidential Breath Testing Device.** An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's 'Conforming Products List of Evidential Breath Measurement Devices' (CPL).

**Employee Assistance Program (EAP).** A program provided directly by an employer, or through a contracted service provider, to assist employees in dealing with drug or alcohol dependency and other personal problems. Rehabilitation and reentry to the work force are usually arranged through an EAP.

**FTA** means the Federal Transit Administration, an agency of the U.S. Department of Transportation.

**FMCSA** means the Federal Motor Carrier Safety Administration, an agency of the U.S. Department of Transportation.

**Initial Test or Screening Test.** In drug testing, an immunoassay screen to eliminate 'negative' urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.

**Licensed Medical Practitioner** means a person who is licensed, certified and/or registered, in accordance with applicable Federal, State, local or foreign laws and regulations, to prescribe controlled substances and other drugs.

**Medical Review Officer (MRO).** A medical review officer is a medical doctor who not only has knowledge of substance abuse disorders, but who also has been trained to interpret and evaluate laboratory test results in conjunction with an employee's medical history. A medical review officer verifies a positive test result by reviewing a laboratory report and an employee's unique medical history to determine whether the result was caused by the use of prohibited drugs or by an employee's medical condition.

**Performing (a safety-sensitive function)** means a driver is considered to be performing a safety-sensitive function during any period in which s/he is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

**Prohibited Drug.** The Controlled Substances Act has determined the following drugs to be a risk to public safety: marijuana, opiates, amphetamines, cocaine, or phencyclidine.

**Qualified Laboratory.** A laboratory certified by the DHHS to conduct urine drug testing and which permits unannounced inspections by the recipient, operator, or FTA Administrator.

**Refuse to Submit (to an alcohol test).** A covered employee is considered to have refused to take an alcohol test if s/he:

1. Fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer;
2. Fails to remain at the testing site until the testing process is complete;
3. Fails to attempt to provide a breath specimen for any test required by 49 CFR Parts 382 or 655;
4. Fails to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
5. Fails to undergo a medical examination or evaluation, as directed by the employer as part of the insufficient breath procedures outlined in 40.265;
6. Fails to sign the certification at Step 2 of the Alcohol Testing Form (ATF); or
7. Fails to cooperate with any part of the testing process.

If an employee refuses to take an alcohol test, s/he has violated DOT agency regulations and incurs the consequences specified under those regulations.

## **Exhibit 1: King County Drug & Alcohol Policy**

**Refuse to Submit (to a drug test).** A covered employee is considered to have refused to take a drug test if s/he:

1. Fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer;
2. Fails to remain at the testing site until the testing process is complete;
3. Fails to attempt to provide a urine specimen for any test required by 49 CFR Parts 382 or 655;
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the specimen;
5. Fails to provide a sufficient amount of urine when directed, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
6. Fails or declines to take a second test the employer or collector has directed him/her to take;
7. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" procedures outlined in § 40.193;
8. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process.)

If the MRO reports that an employee has a verified adulterated or substituted test result, the employee has refused to take a drug test..

If an employee has refused to take a drug test, s/he has violated DOT agency regulations and incurs the consequences specified under those regulations.

**Safety Sensitive Function (FTA-Transit).** Any of the following duties:

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a non-revenue service vehicle, when required to be operated by a holder of aCDL;
- Controlling dispatch or movement of a revenue service vehicle;
- Maintaining a revenue service vehicle or equipment used in revenue service, unless the recipient receives section 18 funding and contracts out such services;
- Carrying a firearm for security purposes.

**Safety Sensitive Function (FMCSA-Non-Transit).**

- Means all time from the time a driver begins work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety sensitive function shall include:
- All time at an employer shipper, plant, facility or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by 49 CFR Part 392.7 and 49 CFR Part 392.8 or otherwise inspecting, servicing, or conditioning any motor vehicle at any time, all time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR Part 393.76);
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

## **Exhibit 1: King County Drug & Alcohol Policy**

**Screening Test or Initial Test.** In drug testing, an immunoassay screen to eliminate 'negative' urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.

**Shy Bladder.** The inability to produce a sufficient (45 ml) urine specimen.

**Shy Lung.** The inability to produce a sufficient breath sample.

**Split Specimen.** An additional specimen collected with the original specimen, to be tested in the event the original specimen tests positive.

**Substance Abuse Professional (SAP).** A licensed physician (medical doctor or doctor of osteopathy); or a licensed or certified psychologist, social worker, or employee assistance professional; or an addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

**Substituted Specimen.** A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

**Vehicle** means a bus, electric bus, van, automobile, rail car, trolley car, or vessel. A mass transit vehicle is a vehicle used for mass transportation or for ancillary purposes.

**Verified Negative Drug Test Result.** A drug test result reviewed by a Medical Review Officer and determined to have no evidence of prohibited drug use.

**Verified Positive Drug Test Result.** A drug test result reviewed by a Medical Review Officer and determined to have evidence of prohibited drug use.



**Exhibit 2: IBEW LU46 Off-Site Fab LOU**  
**INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS**

**LOCAL UNION NO. 46**  
19802 62ND AVENUE SOUTH KENT, WA 98032  
PHONE (253) 395-6500 · FAX (253) 872-7059

March 26, 2013

Bellevue Factoria Transfer Station Project

To Whom This May Concern:

This letter will confirm the discussions we had during the negotiation of the King County Solid Waste Division Project PLA and the clarifications we made concerning the application of off site prefabrication of electrical components. Consistent with work claimed by the International Brotherhood of Electrical Workers, the on-site fabrication and installation of electrical components which are traditionally the work of the IBEW members will continue to be recognized as such.

As you know from the discussions in negotiations, for work performed off-site, this work will be performed in the Puget Sound Area, and in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under prevailing wage laws for employees represented by the IBEW, unless such work is performed otherwise pursuant to the provisions of this letter.

The IBEW recognizes that the timely completion of this project is vital to King County and the Community it is intended to serve. Therefore, if the nature of the work, project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, the IBEW agrees to cooperate in accommodating the reasonable needs of the Project. If, as a result of such circumstances, the fabrication is performed outside the region, the fabrication will be performed in shops or assembly sites whose terms and conditions of employment equal or exceed those established in that area under prevailing wage law applicable for the appropriate electrical workers classification in that locality, where the work is performed. The Project Contractor and the Union agree to discuss any other circumstances affecting off-site fabrication contracting purchases where an accommodation is sought, and any reasons making it necessary to depart from the conditions set forth. The IBEW will not unreasonably withhold its consent to such accommodations, and Local 46 agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Sincerely,

Virgil R. Hamilton, Business Manager  
And Financial Secretary  
IBEW Local 46



# Iron Workers Local Union 86

International Association of Bridge, Structural,  
Ornamental and Reinforcing Iron Workers



4550 S 134th Place #102 • Tukwila, WA 98168 • Phone 206 248-4246 • Fax 206 248-4351  
Email: local86@local86.org Website: www.local86.org

February 19, 2013

Pat D. McLaughlin, Division Director  
Solid Waste Division  
King Co. Dept. of Natural Resources & Parks  
201 S. Jackson St, Suite 701  
Seattle, WA 98104-3855

RE: KC Factoria Transfer Station

Dear Mr. McLaughlin,

This letter will confirm the discussions we had during the negotiation of the captioned Project Labor Agreement and the clarifications we made concerning the application of off-site fabrication. Consistent with the provisions of that Article, the on-site fabrication of iron/steel components between manufactured components which are traditionally the work of ironworker members will continue to be recognized as such.

As you know, from the discussions in negotiations, if done off-site, this work, except for manufactured components such as stairs, handrails and miscellaneous iron, will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established per the Project Labor Agreement for employees represented by the NW District Council of Ironworkers unless such work is performed otherwise pursuant to the provisions of this letter.

Ironworkers Local 86 recognizes that the timely completion of this project is vital to the County and the Community it is intended to serve. Therefore, if the nature of the work, under project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, Ironworkers Local 86, agrees to cooperate in accommodating the reasonable needs of the Project. If, as a result of such circumstances, the fabrication is performed outside the region, the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in that area under the prevailing wage laws applicable for the appropriate ironworker classification in the locality where the work is performed.

The Project Contractor and the Union agree to discuss any other circumstances affecting off-site fabrication contracting purchases where an accommodation is sought any reasons making it necessary to depart from the conditions set forth above. The Ironworkers Local 86 will not unreasonably withhold its consent to such accommodations and Ironworkers Local 86 agrees to install on-site any components fabricated pursuant to the terms of this

letter without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Sincerely,

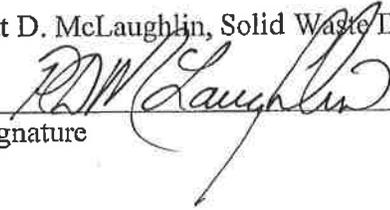


Steve Pendergrass  
Business Manager

SP/pah  
opeiu#8

Agreed and Accepted  
this 29 day of April, 2013

By: Pat D. McLaughlin, Solid Waste Division of King County

  
\_\_\_\_\_  
Signature

# Sheet Metal Workers International Association

## LOCAL UNION 66

11831 Beverly Park Road, B-2 · Everett, WA 98204  
Main office: (425) 493-5900 · Fax: (425) 493-5901 · Toll-free: 1-800-659-5882 · Dupont: (253) 617-7909

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### EXHIBIT "B" – FACTORIA RECYCLING AND TRANSFER STATION PROJECT

February 13, 2013

Pat D. McLaughlin, Division Director  
Solid Waste Division  
King County Dept. of Natural Resources & Parks  
201 S. Jackson St., Suite 701  
Seattle, WA 98104-3855

Re: Factoria Recycling and Transfer Station Project:  
Article 5 Scope of Agreement and Article & Prefabrication

Dear Mr. McLaughlin:

This letter will confirm the discussion we had during the negotiation of the captioned Project Labor Agreement and the clarifications we made concerning the application of Article V. Section 5.2 (i) & Article 7.4 of the Agreement. Consistent with the provisions of that Article, the on-site fabrication and installation of sheet metal components between manufactured components, which are traditionally the work of SMWIA member, will continue to be recognized as such.

As you know from the discussions in negotiations, if done off-site, this work will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established for employees as stipulated by this Project Labor Agreement represented by the Sheet Metal Workers unless such work is performed otherwise pursuant to the provisions of this letter.

The Sheet Metal Workers recognizes that the timely completion of this project is vital to the Owner. Therefore, if the nature of the work, under project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, the Sheet Metal Workers agrees to cooperate in accommodating the reasonable needs of the Project. If, as a result of such circumstances, the fabrication is performed outside the region, the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in the King County area under the prevailing wage laws applicable for the appropriate Sheet Metal Worker classification in the locality where the work is installed. The Project Contractor and the Union agree to discuss any other circumstances affecting off-site fabrication contracting purchases where an accommodation is sought any reasons making it necessary to depart from the conditions set forth above. The Sheet Metal Workers will not unreasonably withhold its consent to such accommodations and Local 66 agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

**Exhibit 4: Sheet Metal LU66 Off-Site Fab LOU**

Factoria Recycling and Transfer Station Project  
February 13, 2013  
Page 2

If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article V. Section 5.2 (i) & Article 7.4 of the Labor Project Agreement, please indicate your acceptance in the space provided below.

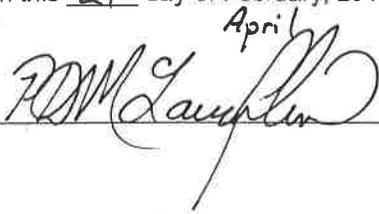
Sincerely,

Sheet Metal Workers' Local 66

Eric J. Martinson  
Business Manager

**AGREED AND ACCEPTED** on behalf of Department of Natural Resources and Parks Solid Waste Division this 29 day of ~~February~~ <sup>April</sup>, 2013.

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

A handwritten signature in cursive script, appearing to read "RDM Laupler", is written over a horizontal line. The word "April" is written above the signature.



**UNITED ASSOCIATION**

of Journeymen and Apprentices of the  
Plumbing and Pipe Fitting Industry of  
the United States and Canada

*MARK MCCLINTOCK*  
*General Secretary-Treasurer*

*Stephen F. Kelly*  
*Assistant General President*

**Founded 1889**

UA Local Union: 32 – 595 Monster Road Southwest #213, Renton, WA 98057

Letters should  
be confined to  
one subject

Subject: **Project Labor Agreement for the Factoria Recycling & Transfer Station Project**

February 11, 2013

Pat D. McLaughlin  
Division Director -Solid Waste Division  
King County Department of Natural Resources & Parks  
201 S. Jackson St., Suite 701  
Seattle, WA 98104-3855

Dear Mr. McLaughlin:

This letter will confirm the discussions we had during the negotiation of the Factoria Recycling and Transfer Station Project Labor Agreement; and the clarifications we made concerning the application of Article V, Section 5.2 (i) & Article VII, Section 7.4 of the Agreement in regards to off-site pre-fabrication piping, hangers, and accessories consistent with work claimed by the Plumbers and Pipefitters of Local 32 of the United Association. The on-site fabrication and installation of all piping, hangers, and accessories, which traditionally is the work of UA Local 32 members, will continue to be recognized as such.

It is the intent of UA Local 32, that any and all off-site fabrication or customization of traditional UA work will be performed within the Puget Sound Area; and at the prevailing wage rate of King County. This does not apply to catalog items.

UA Local 32 recognizes that the timely completion of this project is vital to King County, and the community it is intended to serve. Therefore, if the natures of the work, the project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different that those described above; UA Local 32 agrees to cooperate in accommodating the reasonable needs of the Project. If as a result of such circumstances, the fabrication is performed outside the region; the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in that area, under prevailing wage law applicable for the appropriate United Association classification, in the locality where the work is performed. The Project Contractor and the Union agree to discuss any other circumstances affecting off-site fabrication; contracting purchases where an accommodation is sought, and any reasons making it necessary to depart from the conditions set forth.

UA Local 32 will not unreasonably withhold its consent to the terms of this letter without limitations. The parties will make every effort to keep an open channel of communication, to insure that both parties are fully informed of the facts affecting the substance of this letter.

Sincerely,

Jeffery J. Owen  
Business Manager  
U.A. Local #32

JJO/tch  
opeiu#8/afl-cio

# Pacific Northwest Regional Council of Carpenters



Affiliated with  
United Brotherhood of Carpenters and Joiners of America



Dan Hutchins, Contract Administrator  
25120 Pacific Hwy. S., Suite 200 • Kent, Washington 98032  
Office (253) 945-8847 • Fax (253) 945-8878 • Cell (509) 539-4258  
dhutchins@nwcarpenters.org

## ATTACHMENT TO FACTORIA RECYCLING AND TRANSFER STATION PLA

### LETTER OF UNDERSTANDING RE: PREFABRICATION

Seattle/King County Building Trades Council  
6770 E. Marginal Way S. Building G  
Seattle, Washington 98108

This letter will confirm the discussions during the negotiations of the captioned Project Labor Agreement. The on-site fabrication and installation of structural/architectural systems between manufactured components which are traditionally the work of the PNW Regional Council of Carpenter members will continue to be recognized as such.

As you know, from the discussions in negotiations, if done off-site, this work will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under prevailing wage for employees represented by the PNW Regional Council of Carpenters, unless such work is performed otherwise pursuant to the provisions of this letter.

The PNW Regional Council of Carpenters recognizes that the timely completion of this project is vital to King County and the Community it is intended to serve. Therefore, if the nature of the work, under project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, the PNW Regional Council of Carpenters agrees to cooperate in accommodating the reasonable needs of the Project. If, as a result of such circumstances, the fabrication is performed outside the region, the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in that area under the prevailing wage laws applicable for the appropriate Carpenter classification in the locality where the work is performed. The Project Contractor and the Council agree to discuss any other circumstances affecting off-site fabrication contracting purchases where an accommodation is sought any reasons making it necessary to depart from the conditions set forth above. The PNW Regional Council of Carpenters will not unreasonably withhold its consent to such accommodations and the PNW Regional Council of Carpenters agrees to install on-site any components fabricated pursuant to the terms of this letter, without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Signed on this 17th day of April 2013

By: [Signature] (for King County)

By: \_\_\_\_\_ (for King County)

By: [Signature] (PNW Regional Council of Carpenters)

DH:lk/opeiu#23-aflcio



# PCMIA

**Exhibit 7: Cement Masons LU528 LOU**

*America's Oldest Building and Construction Trades  
International Union, Established 1864*

## Cement Masons & Plasterers Local 528

*Servicing Washington State from Canada to Oregon, the Pacific Ocean to the Cascade Mountains...and beyond!*

### **Project Labor Agreement Community Workforce Agreement**

#### **Cement Mason Provisions**

Because of the unique nature of the Cement Masons work, the following provisions have been included for application to Cement Masons only:

A. **Start of Pour:** The Cement Masons crew must be on the job at the start of the shift in which finishing will be required and assist with the pour on slab work or work preparatory to concrete finishing coming within the jurisdiction of the Cement Masons.

B. **Multiple Shift Operation:** There will be no shift operation on slab work except by mutual agreement. Mutual agreement shall be defined to mean an agreement between the Union and the Employer. Shifts may be established when considered necessary by the Employer.

C. **Shifts and Hours of Work:** If a four/ten (10) hour shift is established at the straight time rate, any Cement Mason dispatched for a one day pour will be paid at the eight (8) hour straight time plus (2) hours overtime rate.

D. **Reporting and Minimum Hours Pay:**

1. Cement Masons reporting for work and not put to work shall receive two (2) hours pay at the regular straight time rate unless notified not to report at the end of the previous shift or two (2) hours prior to the start of a shift. It is understood that it shall be the responsibility of the Employer to secure from each new employee a telephone number by which he can be contacted.

2. When the shift is started, the half shift shall be allowed. If the second half is started, then a whole shift shall be allowed, unless an employee leaves of his own volition or is discharged for cause. In such event, he shall be paid for actual time worked.



Letter of Understanding

Between

Teamsters Local Union No. 174

And

King County SWD for Factoria RTS PLA

Whereas: The work of truck drivers is unique in the execution of project labor agreements in that much of the work is performed off site, and;

Whereas: The Washington State prevailing wage law and WAC 296-127-018 specifies which work when accomplished by truck drivers is to be paid prevailed wages;

Whereas: This Project Labor Agreement (PLA) agrees and stipulates that Washington State prevailing wage is to be paid to all employees who perform work covered by this Agreement;

Therefore: It is agreed that all work of truck drivers that is performed in the execution of this PLA, is to be paid the proper prevailing rate of wage and comes under the jurisdiction of Teamsters Local Union No. 174 ("Local 174"), subject to the following additions and stipulations:

1. Article 4, Section 4.1, applies with full force and effect to all Contractors and Subcontractors of whatever tier who have been awarded contracts related to the work of truck drivers that is performed in the execution of this PLA. Thus, all such Contractors and Subcontractors must, among other things, comply with the requirement set forth in Article 9, Section 9.3, to exclusively utilize Local 174's job referral system to obtain truck drivers to perform the truck driver work to be performed in the execution of this agreement, except insofar as limited by the other provisions of Article 9.
2. The term "employee," as used in Article 9, is defined for the purposes of this Letter of Understanding to include any person who is performing the work of a truck driver in the execution of this project.
3. At the request of any Contractor or Subcontractor, that Contractor or Subcontractor may choose to utilize as persons performing the work of truck drivers on this project persons who are already in possession of or who wish to provide their own vehicles (hereafter, "owner-operators"). Use of owner-operators is governed by the following rules:

**Exhibit 8: Teamsters LU174 LOU**

- 3.1. Pursuant to the requirements of Section 9.3, and subject to the other provisions of Article 9, owner-operators working on the project must be exclusively obtained through Local 174's Owner-Operator job referral system.
- 3.2. For the purposes of this Letter of Understanding, any owner-operator who meets the requirements set forth in subsection 9.7(a), (b), and (d), and who has performed services for the Contractor or Subcontractor in any capacity (i.e., either as an employee or as an independent contractor) for at least sixty (60) out of the one hundred eighty (180) calendar days prior to the Contract Execution, will be deemed a "core" employee and will be treated as such for all purposes. Specifically, this means that the Subcontractor may request by name such owner-operators in accordance with the provisions of Section 9.8, up to a maximum of three (3) designated core employees, and Local 174 will dispatch such core employees from its Owner-Operator job referral system provided that the non-discriminatory registration and payment requirements uniformly imposed by that system on employees have been complied with.
- 3.3. Owner-operators will be compensated for their labor at the same prevailing wage and benefit levels that are applicable to all other employees who are dispatched by Local 174 to the Contractor or Subcontractor. Owner-operators will also be reimbursed at the rates uniformly set by Local 174 for the use of owner-operator vehicles, such rates not to exceed the fair market value for the use of the equipment.
- 3.4. For the purposes of this Letter of Understanding, an owner-operator is defined as a person who meets all of the following requirements:
  - 1. He or she holds legal title to the vehicle that he/she is operating and he or she does not operate more than one vehicle.
  - 2. He or she will be driving the vehicle him/herself while performing the work of a truck driver in the execution of the project.
  - 3. He or she does not also employ any other person in the course of performing the work of a truck driver in the execution of the project.
- 4. Trust Payments. All Subcontractors regardless of tier shall be provided and shall execute and agree to be fully bound by trust documents from the Washington Teamsters Welfare Trust and the Western Conference of Teamsters Pension Trust. Contributions shall be paid per those two agreements for all hours worked on or for this project as required by the Trust, whether such hours are worked by employees or owner-operators as described herein.
- 5. Apprenticeship. All Subcontractors shall execute a Registered Training Agent Agreement with the Washington-Idaho Teamsters/AGC Apprenticeship and Training Trust and hereby agree to employ and assist in training Teamster apprentices provided by the Teamsters/AGC Training Center as circumstances and opportunities arise. When certified qualified apprentices are available they may be employed on a one for one basis. In other words, for every apprentice employed on the job, no fewer than one journeyman Teamster must also be employed.

*Subito Rappone*  
King County

4/29/2013  
Date

*James A. Boyl*  
Teamsters Local 174

4/29/2013  
Date

**SETTLEMENT OF JURISDICTIONAL DISPUTES  
IN THE CONSTRUCTION INDUSTRY  
“THE PLAN”**

**THE PLAN FOR THE SETTLEMENT OF JURISDICTIONAL DISPUTES  
IN THE CONSTRUCTION INDUSTRY**

The Building and Construction Trades Department, AFL-CIO, on behalf of its fifteen affiliated National and International Unions and their Local Unions, have joined with five employer associations<sup>1</sup> to establish the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan). The jurisdictional disputes procedure has been in effect since 1984 and replaced such predecessor plans as the Impartial Jurisdictional Disputes Board and the National Joint Board. The Building and Construction Trades Department's Constitution requires all jurisdictional disputes between crafts to be settled pursuant to the Plan. As the Plan is a voluntary dispute resolution mechanism, however, a case will not be processed unless the employer agrees to be bound to the Plan.

<sup>2</sup> When a jurisdictional dispute arises, the National or International unions have five days to resolve the matter. Anytime within the five day period, the involved National or International Unions or the contractor responsible for making the assignment may request the matter be arbitrated. The parties then have three days to select an arbitrator from a permanent panel of arbitrators knowledgeable in the construction industry. Once selected, the arbitrator must hold the hearing within seven days. The arbitrator issues a decision within three days of the close of the hearing. <sup>3</sup> The arbitrator may not award back pay or damages for miss-assignment of work nor may any party bring an independent action for damages based on the arbitrator's award. The losing party pays the fees and expenses of the arbitrator. The arbitrator's decision is final and binding. There is no appeal procedure.

The Plan prohibits work stoppages, slowdowns, NLRB and court actions, and grievances under a collective bargaining agreement where the issue involves a jurisdictional dispute or assignment of work by a stipulated contractor. If a union engages in such activity, the Plan provides for expedited arbitration to resolve the matter. Upon notice by the contractor of an impediment to job progress, the Administrator informs the appropriate General President. If the General President is unable to stop the impediment, the Administrator selects an arbitrator to hold a

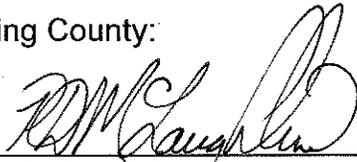
Factoria RTS PLA Amendment 1

hearing within 24 hours. The sole issues at the hearing is whether there has been an impediment to job progress. The arbitrator must issue a decision within three hours after the close of the hearing. If court enforcement of arbitrator's decision is necessary, the Administrator is authorized to file a court action to enforce the decision.

- 
- 1 Mechanical Contractors Association, National Constructors Association, National Electrical Contractors Association, National Erectors Association, and Sheet Metal and Air Conditioning Contractors National Association.
  - 2 An employer may stipulate to the Plan by the terms of a collective bargaining agreement, signing a separate form, or by membership in an employers' association which binds its members to the Plan.
  - 3 The criteria utilized by Plan arbitrators in rendering decisions are: 1) whether a previous decision or agreement of record between the parties to the dispute governs; 2) if not, whether there is an applicable agreement between the crafts governing the case; and 3) if not, the arbitrator then considers the established trade practice and prevailing practice in the locality. In addition, the Plan provides that because efficiency, cost or continuity and good management are essential to the well-being of the industry, the arbitrator shall not ignore the interest of the consumer or the past practice of the employer.

A third type of dispute processed under the Plan involves changes in original assignment. Under the Plan, a contractor may not change an assignment of work from one craft to another unless directed by a Plan arbitrator or there is agreement between the crafts involved. The Administrator decides all original assignment questions. The sole issue is whether there has been a change in assignment, not whether the assignment was correct. Any party may appeal an original assignment determination of the Administrator to a Plan arbitrator.

-King County:

  
\_\_\_\_\_  
Pat McLaughlin  
Director, Solid Waste Division

-Seattle Building & Construction Trades Council

  
\_\_\_\_\_  
Lee Newgent  
Executive Secretary

-Northwest Construction Alliance

  
\_\_\_\_\_  
Dan Hutchins  
Contract Administrator

**SECTION 00120**  
**NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND SMALL**  
**CONTRACTORS AND SUPPLIERS REQUIREMENTS AND APPRENTICESHIP**  
**REQUIREMENTS**  
**TABLE OF CONTENTS**

1.01	NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY (EEO).....	1
1.02	SMALL CONTRACTORS AND SUPPLIERS UTILIZATION .....	3
1.03	SMALL CONTRACTORS AND SUPPLIERS (SCS) REQUIREMENTS .....	3
1.04	VOLUNTARY MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISE ("M/WBE") GOALS .....	4
1.05	REQUIRED SUBMITTALS AFTER CONTRACT AWARD AND PRIOR TO CONTRACT EXECUTION. ....	4
1.06	REQUIREMENTS DURING CONTRACT PERFORMANCE.....	4
1.07	APPRENTICESHIP PROGRAM GOALS.....	6

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

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

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

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

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

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

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

G. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA). Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or

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

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

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

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

1. Records, including but not limited to written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payment to subcontractors and suppliers on this Contract, including but not limited to data and records related to the Contract for the purpose of monitoring, audit and investigation to determine compliance with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents; and
2. The Contractor shall make the foregoing records available to King County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract documents.

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://your.kingcounty.gov/mkcc/clerk/code/15 Title 12.pdf](http://your.kingcounty.gov/mkcc/clerk/code/15_Title_12.pdf)

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

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

## 1.02 SMALL CONTRACTORS AND SUPPLIERS UTILIZATION

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

B. Inquiries and Information Regarding Certified SCS Firms. Inquiries on how to apply for SCS certification, or obtain a list of Certified SCS Firms may be directed to the King County BDCC office by telephone at 206-263-9731. Information about becoming a Certified SCS Firm, or viewing directory of Certified SCS Firms is also available at: <http://www.kingcounty.gov/bdcc>

C. SCS participation may be as the prime contractor, subcontractor, manufacturer or supplier. Rules for evaluating participation and utilization of Certified SCS Firms are defined in this section.

D. Definitions. The following definitions shall apply throughout this Section 00120.

1. "Administrator" means the Director of Finance and Business Operations Division.
2. A "Certified SCS Firm" means a business that has been certified by King County BDCC Section as a Small Contractor or Supplier (SCS) Firm.
3. A "Small Contractor or Supplier" or "SCS" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for SCS certification is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System (NAICS), and an Owners' Personal Net Worth less than \$750,000 dollars.
  - a. "Supplier" means a business that maintains a stock of material and or equipment for sale or lease to other business entities but does not (1) manufacture the material or equipment, or (2) install, maintain, or use the material and/or equipment at or for the project.
  - b. "Manufacturer." means a business that manufactures materials or equipment for sale or lease to other entities to install, maintain or use at or for the project.

## 1.03 SMALL CONTRACTORS AND SUPPLIERS (SCS) REQUIREMENTS

A. SCS Utilization Requirement. In accordance with King County Code 4.19 and King County policy to enhance opportunities for Certified SCS Firms in procurement, for this Contract the Proposer shall ensure that it subcontracts at least:

**Minimum 15% of the Total Contract Price to Certified SCS Firms.** See Section 00110 for details associated with evaluation points for SCS participation.

B. Evaluating & Counting Certified SCS Firm Utilization.

1. SCS Subcontractor or Manufacturer. A Proposer will receive 100% credit towards the SCS Utilization Requirement for work performed by a Certified SCS Firm.

2. SCS Supplier. A Proposer will receive 60% credit towards the SCS Utilization Requirement for the purchase of materials or supplies from a Certified SCS Firm if the firm is a Supplier of materials or supplies only.

#### **1.04 VOLUNTARY MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISE ("M/WBE") GOALS**

A. Voluntary M/WBE Goals. The County has established voluntary goals for M/WBE participation in the work performed under this Contract. For businesses certified as a Minority-owned Business Enterprise ("MBE"), the goal is **10%**. For businesses certified as a Woman-owned Business Enterprise ("WBE"), the goal is **6%**. "Certified" within this subsection means certified by the Washington State Office of Minority and Women's Businesses as an MBE or WBE, or both.

1. M/WBE participation may be either on a direct basis in response to this Invitation to Bid, or as a subcontractor/supplier to a Proposer, or as a certified SCS firm to a Proposer.
2. No minimum level of M/WBE participation shall be required as a condition for receiving an award. Unless otherwise required by federal statute, regulation, rule, grant, or contract term referenced in the Contract Documents, no Proposer's proposed use, or efforts to contact and solicit bids from M/WBEs will be a factor in evaluating bids for responsiveness or responsibility.
3. During the course of performing the work under the Contract, the Contractor shall report its use of all M/WBE subcontractors and or suppliers by identifying these firms on the List of Subcontractors and Suppliers at all levels on the form provided by the County. See Section 1.06 REQUIRED SUBMITTALS AFTER CONTRACT AWARD AND PRIOR TO CONTRACT EXECUTION and Section 1.07 REQUIREMENTS DURING CONTRACT PERFORMANCE.

#### **1.05 REQUIRED SUBMITTALS AFTER CONTRACT AWARD AND PRIOR TO CONTRACT EXECUTION.**

A. The selected Proposer shall submit the following Forms within ten days after receiving written Notice of Selection: (Forms are listed in Section 00410)

1. List of Subcontractors and Suppliers at all levels on the form provided by the County.
2. Apprenticeship Utilization Plan (see PLA).

#### **1.06 REQUIREMENTS DURING CONTRACT PERFORMANCE**

A. Compliance. Contractor's compliance with the SCS Utilization Requirements is an essential part of the Contract and a material condition and requirement of the Contract. King County requires that any Certified SCS Firm listed by the Contractor on its Letter of Intent(s) shall be used on the Contract. The County will evaluate the Contractor's compliance with the SCS Utilization Requirement against the Total Contract Price after Substantial Completion of the Contract for compliance with the overall utilization of Certified SCS Firms on this Contract.

B. Change Orders. If the Total Contract Price is increased as a result of adding additional work, the Contractor shall take all reasonable measures to ensure that Certified SCS Firms were provided an opportunity to compete and participate in the new work.

C. Evaluating Commercially Useful Function and Counting a Contractor's SCS Utilization.

1. Only Certified SCS Firms performing a commercially useful function according to custom and practice in the industry shall be counted.
  - (a) No credit will accrue for a Certified SCS Firm acting merely as a passive conduit of funds to a Non Certified SCS Firm.
  - (b) A Certified SCS Firm may subcontract a portion of the work provided that the Certified SCS Firm having the contract is actually performing the majority of work (at least 51% of the subcontract amount).
    - a. If a Certified SCS Firm is performing at least 51% of the subcontract amount, 100% of the subcontract amount will be counted.
    - b. No credit shall accrue to a Certified SCS Firm that subcontracts more than 49% of its work.
  - (c) A Certified SCS Firm that acts as a broker in a transaction shall not count towards the Contractor's SCS Utilization Requirement.
    - a. 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.
    - b. A Certified SCS Firm will be considered a broker if it subcontracts more than 49% of its work.
2. Certified SCS Subcontractor or Manufacturer. The County will count 100% of the subcontract amount for a Certified SCS Subcontractor or Manufacturer provided the Certified SCS Firm is performing a Commercially Useful Function.
3. SCS Supplier. The County will count 60% of the total dollar amount for materials supplied from a Certified SCS Firm.

D. Required Submittals During Work. 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. Such subcontractor information shall be submitted prior to the county processing and paying any progress payment that includes such subcontractor work. **The BDCC Reporting Website (Contract and Apprenticeship Report Tracking System-CARTS) is located at <http://www.kingcounty.gov/bdcc>. Telephone 206-263-9734 if you require assistance. Report forms are available on the 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 BDCC Reporting Website.
2. Monthly Utilization Reports. Labor hours (EEO Monthly Reports) shall be completed each month by the Contractor for themselves and each subcontractor for the month electronically using the BDCC Reporting Website.
3. Apprenticeship Utilization Reports. The Contractor shall submit all apprenticeship reports electronically using the BDCC Reporting Website.
4. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid to all King County Certified SCS Firms and, all other subcontractors and suppliers.

5. 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 BDCC Reporting Website. Identify amounts actually paid, and any amounts earned, to each subcontractor firm and/or supplier for work performed on this Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. King County will provide affidavit forms.

E. Failure to comply with the SCS requirements.

1. King County Code chapter 4.19 and the administrative rules implementing the ordinance are hereby incorporated into this Contract by reference. The Contractor's unexcused failure to comply with the requirements of the ordinance, administrative rules and provisions of subsections 1.02 to 1.06 shall be deemed a breach of Contract. King County may impose liquidated damages, withhold progress payments, and seek any other remedy allowed by law.
2. Before imposing any liquidated damages or withholding payment, the Administrator shall first provide written notice of a potential violation to the Contractor. The Contractor shall have an opportunity to submit a written reply within fifteen (15) days from the date the Administrator's notice of a potential breach is mailed to the Contractor. The Administrator shall notify the Contractor in writing of his or her final determination.

F. Liquidated Damages.

1. The County is damaged when a contract or portion of a contract is not actually performed by an SCS in compliance with the requirements set forth in ordinance, administrative rules and the requirements of subsection 1.02 to 1.07. Because the actual monetary amount of such damage is not reasonably calculable, liquidated damages equal to the dollar value of the participation by Certified SCSs lost to the County due to the violation, may be imposed as provided in the Contract using the methodology set forth in 2. Below.
2. The following example is for informational purposes only:

Total contract price is \$100,000

Percentage of total contract price subject to the SCS requirement: 10%

Dollar amount of total contract price to SCS firms to meet the SCS requirement: \$10,000 ( $\$100,000 \times 10\% = \$10,000$ )

Actual SCS dollar amount reported: \$5,000.

Shortfall in SCS Requirement: 5%

Liquidated damages: \$100,000.00 ( $\$100,000 \times 5\% = \$5,000$ )

## 1.07 APPRENTICESHIP PROGRAM GOALS

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 goals.

**“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.

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

**“Best Efforts”** means the strongest possible efforts that Contractors can reasonably make to meet the Apprentice Goal 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.

**“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.

**“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.

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

B. Goals. In accordance with PLA, King County has established certain Apprentice Goals for this Contract.

1. Specifically, the Contractor shall:
  - a. Utilize apprenticeship training programs registered with the Washington State Apprenticeship Training Council (“SAC”).
  - b. Encourage participation by all subcontractors working on the project, with distribution across trade/craft where feasible, and where approved by the County.
  - c. Ensure that Best Efforts are made to meet the specific Apprentice Goal.

2. If the Contractor is failing to meet the Apprentice Goal 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, proposal and submittal requirements shall be directed in writing to Darren R. Chernick, PCSS at 401 Fifth Avenue, Third Floor, M/S CNK-ES-0340, Seattle, Washington 98104 or [darren.chernick@kingcounty.gov](mailto:darren.chernick@kingcounty.gov) . If appropriate, such questions may be treated as requests for interpretation and answered by addenda to the Solicitation Document.

C. Apprentice Goal.

1. Pursuant to the PLA, King County has established a minimum Apprentice Goal of 15% for this Contract. The Contractor and Subcontractors should use Apprentices at every opportunity.
2. The Contractor shall require each of its subcontractors to comply with the requirements of the Apprenticeship Program. Upon request, the Contractor shall submit written verification from each of its proposed subcontractors that the proposed subcontractor has been notified of the Apprenticeship Program. The proposed subcontractors shall also submit written statements to the Contractor that indicate whether they will use Apprentices on the project.
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).

D. Apprentice Hiring Goals.

1. See Section 00110, PLA paragraph 11.2.

E. 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 ten (10) 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 Goal.
  - (5) A rate of participation in each trade and/or craft, and an overall rate of participation that is not less than the Apprentice Goal.

- (6) King County encourages the Contractor to include in the Apprenticeship Goal 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 through CARTS. The Contractor shall submit the AUR by the 10th of each month to report Apprentice utilization for the previous month. The Contractor shall also submit AURs for all its sub-contractors by the 10th 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 Reporting Website. Contact the Business Development and Contract Compliance Section at 206-263-9734 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. Best efforts.
  - a. The Contractor shall ensure that Best Efforts are made to meet the Apprentice Goal. 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) Contact SAC approved program sponsors to request Apprentices and notify the sponsor that this effort is in regard to the County's Apprenticeship Program.
    - (2) If Apprentices are available, proceed with the hiring process.
    - (3) 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 and request such candidates for the SAC apprenticeship program. If Apprentice candidates are available through these agencies, request direct entry into the SAC approved apprentice program and, proceed with the hiring process, and provide appropriate documentation to King County.
    - (4) If direct 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.
    - (5) If Apprentice candidates are not available through recruitment/referral agencies, including, but not limited to the Apprenticeship Opportunities Project and Seattle Vocational Institute, request documentation of the unavailability from the recruitment/referral agencies and pursue any other reasonable recruitment methods including, but not limited to advertising in appropriate news media. Forward documentation of contacts with

recruitment/referral agencies and other efforts to recruit targeted Apprentices to King County.

- (6) If Apprentices are not available, document the request and obtain documentation from the SAC approved program sponsor of the fact that such persons are unavailable. Forward this documentation to King County with the next monthly AUR submittal, due by the 10th of each month.

**END OF SECTION**

**SECTION 00130**

**WASHINGTON STATE PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS**

Attached are the current state prevailing wage determinations from the Washington State Department of Labor and Industries.

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

Any questions regarding the state prevailing wage determinations should be addressed to:

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

Phone: 360-902-5335.

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

**END OF SECTION**

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

Washington State Prevailing Wage

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

**Journey Level Prevailing Wage Rates for the Effective Date:**  
**10/01/2013**

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
<a href="#">Asbestos Abatement Workers</a>	Journey Level	\$41.69	<u>5D</u>	<u>1H</u>	
<a href="#">Boilermakers</a>	Journey Level	\$62.34	<u>5N</u>	<u>1C</u>	
<a href="#">Brick Mason</a>	Brick And Block Finisher	\$43.26	<u>5A</u>	<u>1M</u>	
<a href="#">Brick Mason</a>	Journey Level	\$50.12	<u>5A</u>	<u>1M</u>	
<a href="#">Brick Mason</a>	Pointer-Caulker-Cleaner	\$50.12	<u>5A</u>	<u>1M</u>	
<a href="#">Building Service Employees</a>	Janitor	\$16.68	<u>5S</u>	<u>2F</u>	
<a href="#">Building Service Employees</a>	Traveling Waxer/shampooer	\$17.09	<u>5S</u>	<u>2F</u>	
<a href="#">Building Service Employees</a>	Window Cleaner (Scaffold)	\$21.24	<u>5S</u>	<u>2F</u>	
<a href="#">Building Service Employees</a>	Window Cleaner(non-scaffold)	\$20.38	<u>5S</u>	<u>2F</u>	
<a href="#">Cabinet Makers (In Shop)</a>	Journey Level	\$22.74		<u>1</u>	
<a href="#">Carpenters</a>	Acoustical Worker	\$50.82	<u>5D</u>	<u>1M</u>	
<a href="#">Carpenters</a>	Bridge, Dock And Wharf Carpenters	\$50.82	<u>5D</u>	<u>1M</u>	
<a href="#">Carpenters</a>	Carpenter	\$50.82	<u>5D</u>	<u>1M</u>	
<a href="#">Carpenters</a>	Carpenters on Stationary Tools	\$50.95	<u>5D</u>	<u>1M</u>	
<a href="#">Carpenters</a>	Creosoted Material	\$50.92	<u>5D</u>	<u>1M</u>	
<a href="#">Carpenters</a>	Floor Finisher	\$50.82	<u>5D</u>	<u>1M</u>	
<a href="#">Carpenters</a>	Floor Layer	\$50.82	<u>5D</u>	<u>1M</u>	
<a href="#">Carpenters</a>	Scaffold Erector	\$50.82	<u>5D</u>	<u>1M</u>	
<a href="#">Cement Masons</a>	Journey Level	\$51.18	<u>7A</u>	<u>1M</u>	
<a href="#">Divers &amp; Tenders</a>	Diver	\$100.28	<u>5D</u>	<u>1M</u>	<u>8A</u>
<a href="#">Divers &amp; Tenders</a>	Diver On Standby	\$56.68	<u>5D</u>	<u>1M</u>	
<a href="#">Divers &amp; Tenders</a>	Diver Tender	\$52.23	<u>5D</u>	<u>1M</u>	
<a href="#">Divers &amp; Tenders</a>	Surface Rcv & Rov Operator	\$52.23	<u>5D</u>	<u>1M</u>	
<a href="#">Divers &amp; Tenders</a>	Surface Rcv & Rov Operator Tender	\$48.67	<u>5A</u>	<u>1B</u>	
<a href="#">Dredge Workers</a>	Assistant Engineer	\$53.00	<u>5D</u>	<u>3F</u>	
<a href="#">Dredge Workers</a>	Assistant Mate (Deckhand)	\$52.58	<u>5D</u>	<u>3F</u>	
<a href="#">Dredge Workers</a>	Boatmen	\$52.30	<u>5D</u>	<u>3F</u>	
<a href="#">Dredge Workers</a>	Engineer Welder	\$54.04	<u>5D</u>	<u>3F</u>	
<a href="#">Dredge Workers</a>	Leverman, Hydraulic	\$55.17	<u>5D</u>	<u>3F</u>	
<a href="#">Dredge Workers</a>	Mates	\$52.30	<u>5D</u>	<u>3F</u>	

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
<a href="#">Dredge Workers</a>	Oiler	\$52.58	<u>5D</u>	<u>3F</u>	
<a href="#">Drywall Applicator</a>	Journey Level	\$50.82	<u>5D</u>	<u>1H</u>	
<a href="#">Drywall Tapers</a>	Journey Level	\$49.79	<u>5P</u>	<u>1E</u>	
<a href="#">Electrical Fixture Maintenance Workers</a>	Journey Level	\$25.34	<u>5L</u>	<u>1E</u>	
<a href="#">Electricians - Inside</a>	Cable Splicer	\$64.24	<u>7C</u>	<u>2W</u>	
<a href="#">Electricians - Inside</a>	Cable Splicer (tunnel)	\$69.07	<u>7C</u>	<u>2W</u>	
<a href="#">Electricians - Inside</a>	Certified Welder	\$62.04	<u>7C</u>	<u>2W</u>	
<a href="#">Electricians - Inside</a>	Certified Welder (tunnel)	\$66.65	<u>7C</u>	<u>2W</u>	
<a href="#">Electricians - Inside</a>	Construction Stock Person	\$34.19	<u>7C</u>	<u>2W</u>	
<a href="#">Electricians - Inside</a>	Journey Level	\$59.85	<u>7C</u>	<u>2W</u>	
<a href="#">Electricians - Inside</a>	Journey Level (tunnel)	\$64.24	<u>7C</u>	<u>2W</u>	
<a href="#">Electricians - Motor Shop</a>	Craftsman	\$15.37		<u>1</u>	
<a href="#">Electricians - Motor Shop</a>	Journey Level	\$14.69		<u>1</u>	
<a href="#">Electricians - Powerline Construction</a>	Cable Splicer	\$66.43	<u>5A</u>	<u>4A</u>	
<a href="#">Electricians - Powerline Construction</a>	Certified Line Welder	\$60.75	<u>5A</u>	<u>4A</u>	
<a href="#">Electricians - Powerline Construction</a>	Groundperson	\$42.36	<u>5A</u>	<u>4A</u>	
<a href="#">Electricians - Powerline Construction</a>	Heavy Line Equipment Operator	\$60.75	<u>5A</u>	<u>4A</u>	
<a href="#">Electricians - Powerline Construction</a>	Journey Level Lineperson	\$60.75	<u>5A</u>	<u>4A</u>	
<a href="#">Electricians - Powerline Construction</a>	Line Equipment Operator	\$51.05	<u>5A</u>	<u>4A</u>	
<a href="#">Electricians - Powerline Construction</a>	Pole Sprayer	\$60.75	<u>5A</u>	<u>4A</u>	
<a href="#">Electricians - Powerline Construction</a>	Powderperson	\$45.39	<u>5A</u>	<u>4A</u>	
<a href="#">Electronic Technicians</a>	Journey Level	\$31.00		<u>1</u>	
<a href="#">Elevator Constructors</a>	Mechanic	\$77.70	<u>7D</u>	<u>4A</u>	
<a href="#">Elevator Constructors</a>	Mechanic In Charge	\$84.24	<u>7D</u>	<u>4A</u>	
<a href="#">Fabricated Precast Concrete Products</a>	All Classifications - In-Factory Work Only	\$14.60	<u>5B</u>	<u>2K</u>	
<a href="#">Fence Erectors</a>	Fence Erector	\$15.18		<u>1</u>	
<a href="#">Flaggers</a>	Journey Level	\$35.34	<u>7A</u>	<u>2Y</u>	
<a href="#">Glaziers</a>	Journey Level	\$53.76	<u>7L</u>	<u>1Y</u>	
<a href="#">Heat &amp; Frost Insulators And Asbestos Workers</a>	Journeyman	\$58.93	<u>5J</u>	<u>1S</u>	
<a href="#">Heating Equipment Mechanics</a>	Journey Level	\$69.37	<u>7F</u>	<u>1E</u>	
<a href="#">Hod Carriers &amp; Mason Tenders</a>	Journey Level	\$42.99	<u>7A</u>	<u>2Y</u>	
<a href="#">Industrial Power Vacuum Cleaner</a>	Journey Level	\$9.24		<u>1</u>	
<a href="#">Inland Boatmen</a>	Boat Operator	\$52.51	<u>5B</u>	<u>1K</u>	
<a href="#">Inland Boatmen</a>	Cook	\$48.89	<u>5B</u>	<u>1K</u>	
<a href="#">Inland Boatmen</a>	Deckhand	\$49.13	<u>5B</u>	<u>1K</u>	
<a href="#">Inland Boatmen</a>	Deckhand Engineer	\$50.12	<u>5B</u>	<u>1K</u>	

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
<u>Inland Boatmen</u>	Launch Operator	\$51.34	<u>5B</u>	<u>1K</u>	
<u>Inland Boatmen</u>	Mate	\$51.34	<u>5B</u>	<u>1K</u>	
<u>Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</u>	Cleaner Operator, Foamer Operator	\$31.49		<u>1</u>	
<u>Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</u>	Grout Truck Operator	\$11.48		<u>1</u>	
<u>Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</u>	Head Operator	\$24.91		<u>1</u>	
<u>Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</u>	Technician	\$19.33		<u>1</u>	
<u>Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</u>	Tv Truck Operator	\$20.45		<u>1</u>	
<u>Insulation Applicators</u>	Journey Level	\$50.82	<u>5D</u>	<u>1M</u>	
<u>Ironworkers</u>	Journeyman	\$59.77	<u>7N</u>	<u>1O</u>	
<u>Laborers</u>	Air, Gas Or Electric Vibrating Screed	\$41.69	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Airtrac Drill Operator	\$42.99	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Ballast Regular Machine	\$41.69	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Batch Weighman	\$35.34	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Brick Pavers	\$41.69	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Brush Cutter	\$41.69	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Brush Hog Feeder	\$41.69	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Burner	\$41.69	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Caisson Worker	\$42.99	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Carpenter Tender	\$41.69	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Caulker	\$41.69	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Cement Dumper-paving	\$42.46	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Cement Finisher Tender	\$41.69	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Change House Or Dry Shack	\$41.69	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Chipping Gun (under 30 Lbs.)	\$41.69	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Chipping Gun(30 Lbs. And Over)	\$42.46	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Choker Setter	\$41.69	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Chuck Tender	\$41.69	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Clary Power Spreader	\$42.46	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Clean-up Laborer	\$41.69	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Concrete Dumper/chute Operator	\$42.46	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Concrete Form Stripper	\$41.69	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Concrete Placement Crew	\$42.46	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Concrete Saw Operator/core Driller	\$42.46	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Crusher Feeder	\$35.34	<u>7A</u>	<u>2Y</u>	
<u>Laborers</u>	Curing Laborer	\$41.69	<u>7A</u>	<u>2Y</u>	

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
<a href="#">Laborers</a>	Demolition: Wrecking & Moving (incl. Charred Material)	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Ditch Digger	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Diver	\$42.99	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Drill Operator (hydraulic, diamond)	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Dry Stack Walls	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Dump Person	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Epoxy Technician	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Erosion Control Worker	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Faller & Bucker Chain Saw	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Fine Graders	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Firewatch	\$35.34	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Form Setter	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Gabian Basket Builders	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	General Laborer	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Grade Checker & Transit Person	\$42.99	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Grinders	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Grout Machine Tender	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Groutmen (pressure)including Post Tension Beams	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Guardrail Erector	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Hazardous Waste Worker (level A)	\$42.99	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Hazardous Waste Worker (level B)	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Hazardous Waste Worker (level C)	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	High Scaler	\$42.99	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Jackhammer	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Laserbeam Operator	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Maintenance Person	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Manhole Builder-mudman	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Material Yard Person	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Motorman-dinky Locomotive	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Pavement Breaker	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Pilot Car	\$35.34	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Pipe Layer Lead	\$42.99	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Pipe Layer/tailor	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Pipe Pot Tender	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Pipe Reliner	\$42.46	<u>7A</u>	<u>2Y</u>	

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
<a href="#">Laborers</a>	Pipe Wrapper	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Pot Tender	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Powderman	\$42.99	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Powderman's Helper	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Power Jacks	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Railroad Spike Puller - Power	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Raker - Asphalt	\$42.99	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Re-timberman	\$42.99	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Remote Equipment Operator	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Rigger/signal Person	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Rip Rap Person	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Rivet Buster	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Rodder	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Scaffold Erector	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Scale Person	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Sloper (over 20")	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Sloper Sprayer	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Spreader (concrete)	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Stake Hopper	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Stock Piler	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Tamper & Similar Electric, Air & Gas Operated Tools	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Tamper (multiple & Self-propelled)	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Timber Person - Sewer (lagger, Shorer & Cribber)	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Toolroom Person (at Jobsite)	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Topper	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Track Laborer	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Track Liner (power)	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Traffic Control Laborer	\$37.79	<u>7A</u>	<u>2Y</u>	<u>8R</u>
<a href="#">Laborers</a>	Traffic Control Supervisor	\$37.79	<u>7A</u>	<u>2Y</u>	<u>8R</u>
<a href="#">Laborers</a>	Truck Spotter	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Tugger Operator	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 0-30 psi	\$60.06	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$65.09	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$68.77	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$74.47	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$76.59	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$81.69	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$83.59	<u>7A</u>	<u>2Y</u>	<u>8Q</u>

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$85.59	<u>7A</u>	<u>1H</u>	<u>8Q</u>
<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$87.59	<u>7A</u>	<u>1H</u>	<u>8Q</u>
<a href="#">Laborers</a>	Tunnel Work-Guage and Lock Tender	\$43.09	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
<a href="#">Laborers</a>	Tunnel Work-Miner	\$43.09	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
<a href="#">Laborers</a>	Vibrator	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Vinyl Seamer	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Watchman	\$32.12	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Welder	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Well Point Laborer	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers</a>	Window Washer/cleaner	\$32.12	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers - Underground Sewer &amp; Water</a>	General Laborer & Topman	\$41.69	<u>7A</u>	<u>2Y</u>	
<a href="#">Laborers - Underground Sewer &amp; Water</a>	Pipe Layer	\$42.46	<u>7A</u>	<u>2Y</u>	
<a href="#">Landscape Construction</a>	Irrigation Or Lawn Sprinkler Installers	\$13.56		<u>1</u>	
<a href="#">Landscape Construction</a>	Landscape Equipment Operators Or Truck Drivers	\$28.17		<u>1</u>	
<a href="#">Landscape Construction</a>	Landscaping or Planting Laborers	\$17.87		<u>1</u>	
<a href="#">Lathers</a>	Journey Level	\$50.82	<u>5D</u>	<u>1H</u>	
<a href="#">Marble Setters</a>	Journey Level	\$50.12	<u>5A</u>	<u>1M</u>	
<a href="#">Metal Fabrication (In Shop)</a>	Fitter	\$15.86		<u>1</u>	
<a href="#">Metal Fabrication (In Shop)</a>	Laborer	\$9.78		<u>1</u>	
<a href="#">Metal Fabrication (In Shop)</a>	Machine Operator	\$13.04		<u>1</u>	
<a href="#">Metal Fabrication (In Shop)</a>	Painter	\$11.10		<u>1</u>	
<a href="#">Metal Fabrication (In Shop)</a>	Welder	\$15.48		<u>1</u>	
<a href="#">Millwright</a>	Journey Level	\$51.92	<u>5D</u>	<u>1M</u>	
<a href="#">Modular Buildings</a>	Cabinet Assembly	\$11.56		<u>1</u>	
<a href="#">Modular Buildings</a>	Electrician	\$11.56		<u>1</u>	
<a href="#">Modular Buildings</a>	Equipment Maintenance	\$11.56		<u>1</u>	
<a href="#">Modular Buildings</a>	Plumber	\$11.56		<u>1</u>	
<a href="#">Modular Buildings</a>	Production Worker	\$9.40		<u>1</u>	
<a href="#">Modular Buildings</a>	Tool Maintenance	\$11.56		<u>1</u>	
<a href="#">Modular Buildings</a>	Utility Person	\$11.56		<u>1</u>	
<a href="#">Modular Buildings</a>	Welder	\$11.56		<u>1</u>	
<a href="#">Painters</a>	Journey Level	\$36.64	<u>6Z</u>	<u>2B</u>	
<a href="#">Pile Driver</a>	Journey Level	\$51.07	<u>5D</u>	<u>1M</u>	
<a href="#">Plasterers</a>	Journey Level	\$49.29	<u>7Q</u>	<u>1R</u>	
<a href="#">Playground &amp; Park Equipment Installers</a>	Journey Level	\$9.19		<u>1</u>	
<a href="#">Plumbers &amp; Pipefitters</a>	Journey Level	\$72.69	<u>6Z</u>	<u>1G</u>	
<a href="#">Power Equipment Operators</a>	Asphalt Plant Operators	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Assistant Engineer	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Barrier Machine (zipper)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
<a href="#">Power Equipment Operators</a>	Batch Plant Operator, Concrete	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Bobcat	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Brokk - Remote Demolition Equipment	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Brooms	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Bump Cutter	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Cableways	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Chipper	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Compressor	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Concrete Finish Machine -laser Screed	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Conveyors	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Cranes: 20 Tons Through 44 Tons With Attachments	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Cranes: 200 Tons To 300 Tons, Or 250' Of Boom (including Jib With Attachments)	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Cranes: A-frame - 10 Tons And Under	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Cranes: Friction 100 Tons Through 199 Tons	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Cranes: Friction Over 200 Tons	\$55.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Cranes: Over 300 Tons Or 300' Of Boom (including Jib With Attachments)	\$55.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Crusher	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Deck Engineer/deck Winches (power)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Derricks, On Building Work	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
<a href="#">Power Equipment Operators</a>	Dozers D-9 & Under	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Drilling Machine	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Elevator And Man-lift: Permanent And Shaft Type	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Forklift: 3000 Lbs And Over With Attachments	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Forklifts: Under 3000 Lbs. With Attachments	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Gradechecker/stakeman	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Guardrail Punch	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Horizontal/directional Drill Locator	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Horizontal/directional Drill Operator	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Hydralifts/boom Trucks Over 10 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Hydralifts/boom Trucks, 10 Tons And Under	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Loader, Overhead 8 Yards. & Over	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Loaders, Overhead Under 6 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Loaders, Plant Feed	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Loaders: Elevating Type Belt	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Locomotives, All	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Material Transfer Device	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Motor Patrol Grader - Non-finishing	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Motor Patrol Graders, Finishing	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
	Header And/or Shield				
<a href="#">Power Equipment Operators</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type: 100 Tons And Over	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Pavement Breaker	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Pile Driver (other Than Crane Mount)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Plant Oiler - Asphalt, Crusher	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Posthole Digger, Mechanical	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Power Plant	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Pumps - Water	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Quad 9, Hd 41, D10 And Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Rigger And Bellman	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Rollagon	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Roller, Other Than Plant Mix	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Roller, Plant Mix Or Multi-lift Materials	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Roto-mill, Roto-grinder	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Saws - Concrete	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Scraper, Self Propelled Under 45 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Scrapers - Concrete & Carry All	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Scrapers, Self-propelled: 45 Yards And Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Service Engineers - Equipment	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Shotcrete/gunite Equipment	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes:	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
	Over 50 Metric Tons To 90 Metric Tons				
<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Slipform Pavers	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Spreader, Topsider & Screedman	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Subgrader Trimmer	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Tower Bucket Elevators	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Tower Crane Over 175'in Height, Base To Boom	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Tower Crane Up To 175' In Height Base To Boom	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Transporters, All Track Or Truck Type	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Trenching Machines	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/driver - 100 Tons And Over	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/driver Under 100 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Truck Mount Portable Conveyor	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Welder	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Wheel Tractors, Farmall Type	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators</a>	Yo Yo Pay Dozer	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Asphalt Plant Operators	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Assistant Engineer	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Barrier Machine (zipper)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Batch Plant Operator, Concrete	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Bobcat	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Brokk - Remote Demolition Equipment	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Brooms	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Bump Cutter	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cableways	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Chipper	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Compressor	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Finish Machine -laser Screed	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Conveyors	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 20 Tons Through 44 Tons With Attachments	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 200 Tons To 300 Tons, Or 250' Of Boom (including Jib With Attachments)	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: A-frame - 10 Tons And Under	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: Friction 100 Tons Through 199 Tons	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: Friction Over 200 Tons	\$55.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: Over 300 Tons Or 300' Of Boom (including Jib With Attachments)	\$55.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Crusher	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Deck Engineer/deck Winches (power)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Derricks, On Building Work	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Dozers D-9 & Under	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Drilling Machine	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Elevator And Man-lift: Permanent And Shaft Type	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklift: 3000 Lbs And Over With Attachments	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklifts: Under 3000 Lbs. With Attachments	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Gradechecker/stakeman	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Guardrail Punch	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Horizontal/directional Drill Locator	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Horizontal/directional Drill Operator	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hydralifts/boom Trucks Over 10 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hydralifts/boom Trucks, 10 Tons And Under	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loader, Overhead 8 Yards. & Over	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders, Overhead Under 6 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders, Plant Feed	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders: Elevating Type Belt	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Locomotives, All	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Material Transfer Device	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Motor Patrol Grader - Non-finishing	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Motor Patrol Graders, Finishing	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, Bridge Type: 100 Tons And Over	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pavement Breaker	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pile Driver (other Than Crane Mount)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Plant Oiler - Asphalt, Crusher	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Posthole Digger, Mechanical	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Power Plant	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pumps - Water	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Quad 9, Hd 41, D10 And Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rigger And Bellman	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rollagon	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roller, Other Than Plant Mix	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roller, Plant Mix Or Multi-lift Materials	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roto-mill, Roto-grinder	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Saws - Concrete	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scraper, Self Propelled Under 45 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scrapers - Concrete & Carry All	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scrapers, Self-propelled: 45 Yards And Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Service Engineers - Equipment	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shotcrete/gunite Equipment	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-</a>	Shovel , Excavator, Backhoe,	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
<a href="#">Underground Sewer &amp; Water</a>	Tractors Under 15 Metric Tons.				
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Slipform Pavers	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Spreader, Topsider & Screedman	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Subgrader Trimmer	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Bucket Elevators	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Crane Over 175'in Height, Base To Boom	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Crane Up To 175' In Height Base To Boom	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Transporters, All Track Or Truck Type	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Trenching Machines	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Crane Oiler/driver - 100 Tons And Over	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Crane Oiler/driver Under 100 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Mount Portable Conveyor	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Welder	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Wheel Tractors, Farmall Type	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Yo Yo Pay Dozer	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Power Line Clearance Tree Trimmers</a>	Journey Level In Charge	\$43.76	<u>5A</u>	<u>4A</u>	
<a href="#">Power Line Clearance Tree Trimmers</a>	Spray Person	\$41.51	<u>5A</u>	<u>4A</u>	
<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Equipment Operator	\$43.76	<u>5A</u>	<u>4A</u>	
<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer	\$39.10	<u>5A</u>	<u>4A</u>	
<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer Groundperson	\$29.44	<u>5A</u>	<u>4A</u>	
<a href="#">Refrigeration &amp; Air Conditioning</a>	Journey Level	\$71.46	<u>6Z</u>	<u>1G</u>	

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
<u>Mechanics</u>					
<u>Residential Brick Mason</u>	Journey Level	\$50.12	<u>5A</u>	<u>1M</u>	
<u>Residential Carpenters</u>	Journey Level	\$28.20		<u>1</u>	
<u>Residential Cement Masons</u>	Journey Level	\$22.64		<u>1</u>	
<u>Residential Drywall Applicators</u>	Journey Level	\$39.62	<u>5D</u>	<u>1M</u>	
<u>Residential Drywall Tapers</u>	Journey Level	\$49.79	<u>5P</u>	<u>1E</u>	
<u>Residential Electricians</u>	Journey Level	\$30.44		<u>1</u>	
<u>Residential Glaziers</u>	Journey Level	\$35.10	<u>7L</u>	<u>1H</u>	
<u>Residential Insulation Applicators</u>	Journey Level	\$26.28		<u>1</u>	
<u>Residential Laborers</u>	Journey Level	\$23.03		<u>1</u>	
<u>Residential Marble Setters</u>	Journey Level	\$24.09		<u>1</u>	
<u>Residential Painters</u>	Journey Level	\$24.46		<u>1</u>	
<u>Residential Plumbers &amp; Pipefitters</u>	Journey Level	\$34.69		<u>1</u>	
<u>Residential Refrigeration &amp; Air Conditioning Mechanics</u>	Journey Level	\$71.46	<u>6Z</u>	<u>1G</u>	
<u>Residential Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$41.84	<u>7F</u>	<u>1R</u>	
<u>Residential Soft Floor Layers</u>	Journey Level	\$42.15	<u>5A</u>	<u>3D</u>	
<u>Residential Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$40.81	<u>5C</u>	<u>2R</u>	
<u>Residential Stone Masons</u>	Journey Level	\$50.12	<u>5A</u>	<u>1M</u>	
<u>Residential Terrazzo Workers</u>	Journey Level	\$46.96	<u>5A</u>	<u>1M</u>	
<u>Residential Terrazzo/Tile Finishers</u>	Journey Level	\$21.46		<u>1</u>	
<u>Residential Tile Setters</u>	Journey Level	\$25.17		<u>1</u>	
<u>Roofers</u>	Journey Level	\$44.21	<u>5A</u>	<u>1R</u>	
<u>Roofers</u>	Using Irritable Bituminous Materials	\$47.21	<u>5A</u>	<u>1R</u>	
<u>Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$69.37	<u>7F</u>	<u>1E</u>	
<u>Shipbuilding &amp; Ship Repair</u>	Boilermaker	\$39.66	<u>7M</u>	<u>1H</u>	
<u>Shipbuilding &amp; Ship Repair</u>	Carpenter	\$38.24	<u>7O</u>	<u>3B</u>	
<u>Shipbuilding &amp; Ship Repair</u>	Electrician	\$37.82	<u>7O</u>	<u>3B</u>	
<u>Shipbuilding &amp; Ship Repair</u>	Heat & Frost Insulator	\$58.93	<u>5J</u>	<u>1S</u>	
<u>Shipbuilding &amp; Ship Repair</u>	Laborer	\$36.78	<u>7O</u>	<u>3B</u>	
<u>Shipbuilding &amp; Ship Repair</u>	Machinist	\$37.81	<u>7O</u>	<u>3B</u>	
<u>Shipbuilding &amp; Ship Repair</u>	Operator	\$40.15	<u>7O</u>	<u>3B</u>	
<u>Shipbuilding &amp; Ship Repair</u>	Painter	\$37.79	<u>7O</u>	<u>3B</u>	
<u>Shipbuilding &amp; Ship Repair</u>	Pipefitter	\$37.77	<u>7O</u>	<u>3B</u>	
<u>Shipbuilding &amp; Ship Repair</u>	Rigger	\$37.76	<u>7O</u>	<u>3B</u>	
<u>Shipbuilding &amp; Ship Repair</u>	Sandblaster	\$36.78	<u>7O</u>	<u>3B</u>	
<u>Shipbuilding &amp; Ship Repair</u>	Sheet Metal	\$37.74	<u>7O</u>	<u>3B</u>	
<u>Shipbuilding &amp; Ship Repair</u>	Shipfitter	\$37.76	<u>7O</u>	<u>3B</u>	
<u>Shipbuilding &amp; Ship Repair</u>	Trucker	\$37.59	<u>7O</u>	<u>3B</u>	
<u>Shipbuilding &amp; Ship Repair</u>	Warehouse	\$37.65	<u>7O</u>	<u>3B</u>	
<u>Shipbuilding &amp; Ship Repair</u>	Welder/Burner	\$37.76	<u>7O</u>	<u>3B</u>	
<u>Sign Makers &amp; Installers (Electrical)</u>	Sign Installer	\$22.92		<u>1</u>	

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
<a href="#">Sign Makers &amp; Installers (Electrical)</a>	Sign Maker	\$21.36		<u>1</u>	
<a href="#">Sign Makers &amp; Installers (Non-Electrical)</a>	Sign Installer	\$27.28		<u>1</u>	
<a href="#">Sign Makers &amp; Installers (Non-Electrical)</a>	Sign Maker	\$33.25		<u>1</u>	
<a href="#">Soft Floor Layers</a>	Journey Level	\$42.15	<u>5A</u>	<u>3D</u>	
<a href="#">Solar Controls For Windows</a>	Journey Level	\$12.44		<u>1</u>	
<a href="#">Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$69.59	<u>5C</u>	<u>1X</u>	
<a href="#">Stage Rigging Mechanics (Non Structural)</a>	Journey Level	\$13.23		<u>1</u>	
<a href="#">Stone Masons</a>	Journey Level	\$50.12	<u>5A</u>	<u>1M</u>	
<a href="#">Street And Parking Lot Sweeper Workers</a>	Journey Level	\$19.09		<u>1</u>	
<a href="#">Surveyors</a>	Assistant Construction Site Surveyor	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Surveyors</a>	Chainman	\$52.06	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Surveyors</a>	Construction Site Surveyor	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
<a href="#">Telecommunication Technicians</a>	Journey Level	\$22.76		<u>1</u>	
<a href="#">Telephone Line Construction - Outside</a>	Cable Splicer	\$36.01	<u>5A</u>	<u>2B</u>	
<a href="#">Telephone Line Construction - Outside</a>	Hole Digger/Ground Person	\$20.05	<u>5A</u>	<u>2B</u>	
<a href="#">Telephone Line Construction - Outside</a>	Installer (Repairer)	\$34.50	<u>5A</u>	<u>2B</u>	
<a href="#">Telephone Line Construction - Outside</a>	Special Aparatus Installer I	\$36.01	<u>5A</u>	<u>2B</u>	
<a href="#">Telephone Line Construction - Outside</a>	Special Apparatus Installer II	\$35.27	<u>5A</u>	<u>2B</u>	
<a href="#">Telephone Line Construction - Outside</a>	Telephone Equipment Operator (Heavy)	\$36.01	<u>5A</u>	<u>2B</u>	
<a href="#">Telephone Line Construction - Outside</a>	Telephone Equipment Operator (Light)	\$33.47	<u>5A</u>	<u>2B</u>	
<a href="#">Telephone Line Construction - Outside</a>	Telephone Lineperson	\$33.47	<u>5A</u>	<u>2B</u>	
<a href="#">Telephone Line Construction - Outside</a>	Television Groundperson	\$19.04	<u>5A</u>	<u>2B</u>	
<a href="#">Telephone Line Construction - Outside</a>	Television Lineperson/Installer	\$25.27	<u>5A</u>	<u>2B</u>	
<a href="#">Telephone Line Construction - Outside</a>	Television System Technician	\$30.20	<u>5A</u>	<u>2B</u>	
<a href="#">Telephone Line Construction - Outside</a>	Television Technician	\$27.09	<u>5A</u>	<u>2B</u>	
<a href="#">Telephone Line Construction - Outside</a>	Tree Trimmer	\$33.47	<u>5A</u>	<u>2B</u>	
<a href="#">Terrazzo Workers</a>	Journey Level	\$46.96	<u>5A</u>	<u>1M</u>	
<a href="#">Tile Setters</a>	Journey Level	\$21.65		<u>1</u>	
<a href="#">Tile, Marble &amp; Terrazzo Finishers</a>	Finisher	\$37.79	<u>5A</u>	<u>1B</u>	

<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
<a href="#">Traffic Control Strippers</a>	Journey Level	\$42.33	<u>7A</u>	<u>1K</u>	
<a href="#">Truck Drivers</a>	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$47.91	<u>5D</u>	<u>3A</u>	<u>8L</u>
<a href="#">Truck Drivers</a>	Asphalt Mix To 16 Yards (W. WA-Joint Council 28)	\$47.07	<u>5D</u>	<u>3A</u>	<u>8L</u>
<a href="#">Truck Drivers</a>	Dump Truck & Trailer	\$47.91	<u>5D</u>	<u>3A</u>	<u>8L</u>
<a href="#">Truck Drivers</a>	Dump Truck (W. WA-Joint Council 28)	\$47.07	<u>5D</u>	<u>3A</u>	<u>8L</u>
<a href="#">Truck Drivers</a>	Other Trucks (W. WA-Joint Council 28)	\$47.91	<u>5D</u>	<u>3A</u>	<u>8L</u>
<a href="#">Truck Drivers</a>	Transit Mixer	\$43.23		<u>1</u>	
<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Irrigation Pump Installer	\$17.71		<u>1</u>	
<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Oiler	\$12.97		<u>1</u>	
<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Well Driller	\$18.00		<u>1</u>	

**END OF SECTION**

Benefit Code Key – Effective 8-31-2013 thru 3-4-2014

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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.

Benefit Code Key – Effective 8-31-2013 thru 3-4-2014

1. 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.
- 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.

Benefit Code Key – Effective 8-31-2013 thru 3-4-2014

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.
  - K. All hours worked on holidays shall be paid at two times the hourly rate of wage in addition to the holiday pay.
  - 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.
  - Y. All hours worked on Saturdays (except for make-up days) 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.
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.

### Benefit Code Key – Effective 8-31-2013 thru 3-4-2014

3.
  - B. 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, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - 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.
  - 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.
  - G. 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, , 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 8:00 am Sunday to 8:00 am Monday and Holidays shall be paid at double the straight time rate of pay. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
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.

### Holiday Codes

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

Benefit Code Key – Effective 8-31-2013 thru 3-4-2014

- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- 5. 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).

**Holiday Codes Continued**

- 6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Day, And A Half-Day On Christmas Eve Day. (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day,

Benefit Code Key – Effective 8-31-2013 thru 3-4-2014

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).
- 6. 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.

**Holiday Codes Continued**

- 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.

Benefit Code Key – Effective 8-31-2013 thru 3-4-2014

- 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.
- 7. 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.
- O. 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, The Day After Or Before Christmas Day, And The Employees Birthday. 11). 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.
- 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.

**Note Codes**

- 8. A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:

Benefit Code Key – Effective 8-31-2013 thru 3-4-2014

Over 50' To 100' -\$2.00 per Foot for Each Foot Over 50 Feet  
Over 100' To 150' -\$3.00 per Foot for Each Foot Over 100 Feet  
Over 150' To 220' -\$4.00 per Foot for Each Foot Over 150 Feet  
Over 220' -\$5.00 per Foot for Each Foot Over 220 Feet

- 8 C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:  
Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet  
Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet  
Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet  
Over 200' -Divers May Name Their Own Price
- 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.

**SECTION 00410**  
**FORMS DUE PRIOR TO CONTRACT EXECUTION BY KING COUNTY**

**All forms must be submitted prior to Contract Execution.**

Current versions of all forms are available for review and download at:  
[www.kingcounty.gov/procurement/forms.aspx](http://www.kingcounty.gov/procurement/forms.aspx).

**All forms must be submitted within ten (10) calendar days after receipt of the Notice of Selection. Contracts will not be executed without receipt of the following documents from the selected bidder.**

1. W-9 Request for Taxpayer Identification Number
2. Subcontractors and Suppliers List
3. Retained Percentage Option

**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 the Contract Price of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_), 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 **Factoria Recycling and Transfer  
Station Contract C00678C12** incorporating herein by this reference all of the Contract  
Documents, as now and as hereinafter amended and modified.

**NOW, THEREFORE**, if the Principal shall faithfully perform all provisions 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, then this obligation is void, otherwise to remain in full force and effect.

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 Contractor shall be, and declared  
by Owner to be in default under the Contract, 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. Prior to Contract execution, the Contractor shall provide to the County 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.

**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**. \$3,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$3,000,000 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. \$3,000,000 combined single limit per accident. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent) and MCS 90.

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, which ever 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, off-site storage and property in transit. 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.** \$3,000,000 per claim/aggregate. The Contractor shall submit proof of Insurance as part of the required submittals or provide evidence of compliance from its subcontractor that these insurance requirements have been met 30 days prior to beginning of the work designated to be performed by a Professional.

**H. Professional Liability Errors and Omissions.** \$3,000,000 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.

**I. Pollution Liability.** Contractor shall provide Contractor's Pollution Liability coverage in the amount of \$1,000,000 per occurrence 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, clean up costs and the loss of use of tangible property that has not been physically injured or destroyed. If Asbestos, Lead or PCB's are a potential exposure, such insurance shall not exclude pollution arising out of Asbestos, Lead and/or PCB operations. Evidence of Insurance must specifically state that coverage is included.

#### **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 it's equivalent.
  - (b) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, agents and consultants shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
  - (c) The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

#### **1.07 ACCEPTABILITY OF INSURERS.**

A. Unless otherwise approved by the County:

1. Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.
2. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Best's rating of B+; VII.

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

**1.08 SUBCONTRACTORS.**

The Contractor shall include all subcontractors as insured under its policies, or shall furnish 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 00500**  
**ADDENDA**

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

**END OF SECTION**

**SECTION 00600  
AGREEMENT FORM**

**AN AGREEMENT FORM WILL BE INCORPORATED INTO THE BEST AND FINAL OFFER  
AND SHALL BE COMPLETED BY BOTH PARTIES AT THE TIME OF CONTRACT  
EXECUTION**

**SECTION 00700  
GENERAL TERMS AND CONDITIONS  
TABLE OF CONTENTS**

<b>Article 1: GENERAL PROVISIONS.....</b>	<b>1</b>
1.0 Definitions.....	1
1.1 Intent and Interpretation of the Documents.....	5
1.2 Order of Precedence.....	6
1.3 Clarification of Drawings and Detail Drawings.....	6
<b>Article 2: COUNTY.....</b>	<b>6</b>
2.0 Authority.....	6
2.1 Information Supplied by County.....	8
2.2 Work by County or Separate Contractors.....	8
<b>Article 3: CONTRACTOR.....</b>	<b>8</b>
3.0 Contractor Representations.....	8
3.1 General Duties.....	9
3.2 Duty to Inspect Contract Documents.....	9
3.3 Communications.....	10
3.4 Contractor's Supervision and Employees.....	10
3.5 Contractor's Duty When County Performs Work On-Site.....	10
3.6 Materials and Equipment Furnished by County.....	11
3.7 Subcontractors and Suppliers.....	12
3.8 Schedule of Working Hours.....	12
3.9 Record Documents.....	13
3.10 Cost Records.....	13
3.11 Maintenance and Inspections of Documents.....	14
3.12 Maintenance and Site Cleanup.....	16
3.13 Protection of Existing Structures, Equipment, Vegetation, Utilities, and Improvements.....	17
3.14 Permits, Laws and Regulations.....	17
3.15 Patents and Royalties.....	17
3.16 Contractor's Certification.....	18
3.17 Deviation from Contract.....	19
3.18 Operations, Material Handling, and Storage Areas.....	19
3.19 Contractor's Overall Responsibility For Protection of Work, Property, and Persons.....	20
3.20 Protection of Persons.....	20
3.21 Safety Program.....	21
3.22 Storage of Contractor's Property.....	21
3.23 Archaeological and Historical Preservation.....	22
3.24 Water Pollution Control Requirements.....	22
3.25 Rights of Way.....	22
3.26 Environmental Mitigation Plan.....	23
3.27 Subcontractor Responsibility.....	23
<b>Article 4: ADMINISTRATION OF THE CONTRACT.....</b>	<b>24</b>
4.0 Time of Essence.....	24
4.1 Work Progress.....	24
4.2 Schedule of Values.....	24
4.3 Project Schedule.....	24
4.4 Submittals.....	26
4.5 Requests for Information.....	27
4.6 Tests, Inspections, and Access to the Work.....	28
4.7 Correction of Work or Damaged Property.....	29
4.8 Substitution of Products & Processes.....	30
<b>Article 5: CHANGES TO THE CONTRACT.....</b>	<b>31</b>
5.0 General.....	31

5.1	Contractor's Request for a Change Order .....	32
5.2	Differing Site Conditions.....	33
5.3	Acceleration.....	34
5.4	Suspension of Work .....	35
5.5	Force Majeure .....	36
5.6	Change Orders.....	37
5.7	County Request for a Change Proposal .....	38
<b>Article 6:</b>	<b>TIME AND PRICE ADJUSTMENTS .....</b>	<b>39</b>
6.0	Change in the Contract Time .....	39
6.1	Change in the Contract Price .....	40
6.2	Method to Calculate Adjustments to Contract Price .....	41
<b>Article 7:</b>	<b>PAYMENT AND COMPLETION .....</b>	<b>46</b>
7.0	Applications for Payment .....	46
7.1	Payments .....	46
7.2	Payment Withheld .....	47
7.3	Title.....	47
7.4	Substantial Completion Procedure .....	48
7.5	Final Inspection and Final Punch List .....	48
7.6	Requirements for Final Application For Payment .....	49
7.7	Completion/Final Acceptance .....	49
7.8	Retainage.....	50
7.9	Warranty and Guaranty.....	50
7.10	Prior Occupation .....	51
<b>Article 8:</b>	<b>TERMINATION.....</b>	<b>51</b>
8.0	County's Right to Terminate Contract.....	51
8.1	The County's Right to Stop the Work for Cause .....	53
<b>Article 9:</b>	<b>CLAIMS AND LITIGATION.....</b>	<b>53</b>
9.0	Contractor Claims .....	53
9.1	Contractor's Burden of Proof on Claim .....	56
9.2	Litigation .....	56
<b>Article 10:</b>	<b>MISCELLANEOUS .....</b>	<b>57</b>
10.0	Contractor's Performance and Payment Bond .....	57
10.1	Indemnification/Hold Harmless .....	57
10.2	Compensation, Wages, Benefits and Taxes.....	58
10.3	Successors and Assigns .....	58
10.4	Third Party Agreements .....	58
10.5	Nonwaiver of Breach.....	58
10.6	Notice to the County of Labor Disputes .....	58
10.7	Liquidated Damages Against Contractor .....	58
10.8	Headings .....	59
10.9	Choice of Law.....	59
10.10	Severability.....	59

## 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 1-17: 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. Until December 31, 2013, not have violated the requirements of RCW 39.04.370.
  6. 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:
  - If the Contractor is self performing work: 18% combined Overhead and Profit markup on the Contractor's Direct Costs; or
  - 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.
  - 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.
  - 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. Affidavits 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, CPA # \_\_\_\_\_ 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

If any of the provisions in Section 00800, Supplemental Terms and Conditions conflict with the provisions found in Section 00700, *General Terms and Conditions*, the provisions set forth here in Section 00800 control and supersede the portions of Section 00700, *General Terms and Conditions* of the Contract Documents. Where any provision of Section 00700 is modified or deleted by these Supplemental Terms and Conditions, the unaltered portions of the provision remain in full force and effect.

1. ARTICLE 1: GENERAL PROVISIONS, DEFINITIONS **DELETE A**, and **REPLACE** with following:
  - A. **“Addendum”** or **“Addenda”** means alteration or clarification of the Drawings or specifications provided to Proposers by the County prior to BAFO, which becomes part of the Contract Documents when the Contract is executed.
2. ARTICLE 1: GENERAL PROVISIONS, DEFINITIONS **DELETE E** and **REPLACE** with the following:
  - 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. Request for Qualifications, Request for Proposal, Request for Best and Final Offer for C00678C12, and any addenda there to;
    3. All documents submitted by the Contractor in response to the Request for Qualifications, Request for Proposal, Request for Best and Final Offer for C00678C12;
    4. Division 0, and all documents required therein, including the Project Labor Agreement;
    5. Technical Specifications (Divisions 1 through 49);
    6. Contract Drawings; and
    7. Any Change Orders.
3. ARTICLE 1: GENERAL PROVISIONS, DEFINITIONS **DELETE EE**; and **REPLACE** with:  
**“EE. “Substantial Completion”** or **“Substantially Complete”** means:
  1. The County has full and unrestricted use and benefit of the Project for the purpose intended;
  2. All of the Work is physically completed on the project which include:
    - a. No Work, correction or repair remains to complete all Contract requirements;
    - b. All Punch List items have been completed;
    - c. Utilities are installed in accordance with the Contract requirements; and
    - d. Contractor has demobilized.

3. After any Certificate of Substantial Completion has been provided by the County the Contractor shall;
  - a. Complete all documentation required by the Contract and required by law;
  - b. Perform periodic watering and plant maintenance on site under the planting maintenance requirements of the Contract.

Unless otherwise notified in writing by the County Contractor shall be required to provide all permits and easement releases prior to receiving any Certificate of Substantial Completion.

4. **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 and 7; 2 taking precedence over 3, 4, 5, 6 and 7; and so forth):

1. Contract Change Orders;
2. The signed Agreement (§00600);
3. The Supplemental Terms and Conditions (§00800);
4. The General Terms and Conditions (§00700);
5. The Technical Specifications (“Specifications”) as modified by Addenda or Change Orders, Divisions 1 through 49: provisions in Division 1 shall take precedence over provisions of any other Division;
6. Detail drawings;
7. Drawings;
8. Affidavits, Certifications and bonds (§00410; §00420);
9. Project Labor Agreement (included in Section 00110);
10. All other sections in Division 0 not specifically identified herein by Section; and
11. In the following descending Order of Precedence:
  - a. King County’s Request for Best and Final Offer
  - b. King County’s Request for Proposal
  - c. King County’s Request for Qualifications
12. In the following descending Order of Precedence:
  - a. Contractor’s Best and Final Offer
  - b. Contractor’s Proposal
  - c. Contractor’s Statement of Qualifications

5. **ARTICLE 3, CONTRACTOR:** Provision 3.0 Contractor Representations, **DELETE E**, and Replace with the following:

“E. The Contractor shall perform at the Site, and with its own forces, work equivalent to at least ten percent (10%) of the Total Contract Price.”

6. ARTICLE 3, CONTRACTOR: Provision 3.7 Subcontractors and Suppliers, **ADD** the following:

“D. Process for Substituting Subcontractors Identified in the Contractor’s SOQ after Contract Execution

1. If during the term of this Contract, the Contractor wishes to substitute a subcontractor identified in the Contractor’s SOQ, the Contractor shall provide the Project Representative with at least a 30 calendar day advance written request identifying the proposed substitution to receive approval from the County. The written request shall include the following information:
  - a. Identify the subcontractor identified in the Contractor’s SOQ whose work is being reassigned to another entity;
  - b. Identify the new subcontractor and the scope of work to be performed;
  - c. Provide resumes and documentation outlining the new subcontractor experience; and
  - d. Provide an explanation of why the work is going to be transferred to a new subcontractor.
2. Any time that County's prior written consent is not obtained, Contractor agrees to pay the County a sum of \$100,000.00 as Liquidated Damages, and not as a penalty, to compensate the County for inefficiencies associated with such a substitution. Contractor agrees that the sum established as Liquidated Damages is fair and reasonable and that the payment represents a reasonable estimate of fair compensation for the inefficiencies that may be reasonably anticipated from the substitution of a subcontractor identified in the Contractor’s SOQ.
3. The County has sole discretion in approving or rejecting proposed substitutions of subcontractor identified by the Contractor in the SOQ. However, approvals of such substitutions shall not unreasonably be withheld.

7. ARTICLE 3: CONTRACTOR **ADD** the following:

**“3.28 KEY PERSONNEL**

- A. Contractor acknowledges that the experience and skill of the Key Personnel identified in their Statement of Qualification was an important factor in determining the qualifications and capability of the Contractor to perform the Work and continues to be an important factor for successful and timely completion of the Work.
- B. Key Personnel shall be permanently assigned to the Project and such Key Personnel shall be subject to the No Reassignment provision below.
- C. No Reassignment of Key Personnel. Contractor agrees that it shall not remove or reassign, and shall not permit its Subcontractors to remove or reassign Key Personnel without:
  1. Providing the County with thirty (30) calendar days advanced written notice to receive approval from the County.
  2. Written Notice shall identify:
    - a. Name of the Key Personnel;

- b. An explanation of reassignment or removal; and
  - c. Name of the person proposed to replace the Key Personnel and description of the experience and qualifications of the individual proposed to replace the departing Key Personnel.
  - d. References for the proposed replacement.
- D. Any time that County's prior written consent is not obtained, Contractor agrees to pay the County a sum of \$10,000.00 as Liquidated Damages, and not as a penalty, to compensate the County for inefficiencies associated with such change. Contractor agrees that the sum established as Liquidated Damages is fair and reasonable and that the payment represents a reasonable estimate of fair compensation for the inefficiencies that may be reasonably anticipated from the reassignment or removal of Key Personnel.
- E. The County has sole discretion in approving or rejecting proposed reassignment of Key Personnel identified by the Contractor. However, the County shall not unreasonably withhold consent to reassign Key Personnel.”

8. ARTICLE 7: PAYMENT AND COMPLETION, **ADD** to 7.1 PAYMENTS:

“C. CHANGES IN QUANTITIES

13. If there is any change that increases or decreases the actual quantity by more than 25 percent of any cost item, for which a unit price applies, the unit price for such cost item will apply for the estimated quantity set forth on the Price Proposal Form and the price for that cost item in excess of the 25 percent of the estimated quantity shall be determined as follows:
- i. Increases or decreases in excess of 25 percent will be determined by agreement of the parties. If the parties are unable to agree, the Project Representative will determine the equitable adjustment by using unit cost prices, or by establishing the costs by other means, or by using force account, and will adjust the Contract Time as the Project Representative deems appropriate.
  - ii. If the Contractor disagrees with an equitable adjustment determination by the Project Representative, the Contractor shall appeal and strictly follow all procedures in accordance with provision 00700-5.3, *Contractor Claims*. Failure to do so shall constitute the Contractor's acceptance of determinations by the Project Representative.
14. When ordered by the Project Representative, the Contractor shall proceed with the work pending determination of the adjustment in costs or time, as applicable.
15. When King County has entered an amount for any cost item, whether unit or otherwise, solely for the purpose of providing a common Proposal for all Proposers, this provision 7.1.C, *Changes in Quantities*, shall not apply. Any impact due to an increase or decrease in the amount provided for the purpose of obtaining a common Proposal shall be the sole risk of the Contractor.”

9. ARTICLE 7: PAYMENT AND COMPLETION, **DELETE** 7.4 SUBSTANTIAL COMPLETION PROCEDURE; and **REPLACE** with:

**“7.4 SUBSTANTIAL COMPLETION PROCEDURE**

- A. When the Contractor considers that all Work is Substantially Complete, the Contractor shall give written Notice to the County.
1. The County shall promptly inspect the Work .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.
  2. 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.
  3. A Certificate of Substantial Completion will be issued by the County, which shall establish the date of Substantial Completion.
  4. 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 timing for the completion of documentation required by the Contract and required by law before Liquidated Damages begin to accrue for the Contractor's failure to achieve Final Acceptance in a timely manner.
  5. The County shall assess Liquidated Damages for the Contractor's failure to achieve Substantial Completion within the Contract Time.
10. ARTICLE 7: PAYMENT AND COMPLETION, **DELETE** 7.5 FINAL INSPECTION AND FINAL PUNCH LIST; and **REPLACE** with:

**“7.5 FINAL INSPECTION AND FINAL PUNCH LIST**

- A. 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. Punch List 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, any other documents called for elsewhere in the Contract and required by law;

- 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.

11. ARTICLE 7: PAYMENT AND COMPLETION, ~~DELETE~~ 7.9 WARRANTY AND GUARANTY; and ~~REPLACE~~ with:

**“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. Except for Milestone 2, the Contractor’s warranty period shall be for the longer of: one year following from the date of Substantial Completion of Milestone 3 or the duration of any special extended warranty required by Contract, offered by a supplier or common to the trade.
  - 1. Specifically for Milestone 2, the Contractor’s warranty period shall be two years following the Substantial Completion of the Milestone or the duration of any special extended warranty required by Contract, 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. Prior to Final Acceptance 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 warranties provided by the Contractor, subcontractors and suppliers under this Contract shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

**END OF SECTION**

# GENERAL REQUIREMENTS

**SECTION 01 01 00  
PARTNERING**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes:
  - 1. Partnering Session.
  - 2. Partnering Follow Up.
  - 3. Owner's Construction Administration Plan.

**1.02 PARTNERING SESSION**

- A. The Partnering Session will be conducted shortly after Contract Execution and immediately before the Preconstruction Meeting.
- B. The Partnering Session will be approximately eight (8) HRS in length including a lunch break.
- C. The purpose of the Partnering Session includes:
  - 1. Promote strong lines of communication between the Contractor and the Owner.
  - 2. Foster understanding by the Contractor, Owner, Union Representatives, PLA Administrator, and other participating stakeholders of the overall project objectives and any general areas of concern that the two primary parties may have at the outset of construction.
  - 3. Create a team approach to achieving the project objectives.
  - 4. Discuss methods for problem solving and conflict resolution.
- D. The Project Representative will make the arrangements for meeting time and place and provide a facilitator for the Partnering Session.
- E. Agenda:
  - 1. Introduction of, and attendance by, the Contractor's Key Personnel, primary subcontractors, Owner, Construction Manager, A/E Representatives, Union Representatives, PLA Administrator, and other attendees.
  - 2. Discussion of concurrent operation of the Owner's transfer station.
  - 3. Review of roles and responsibilities of the Contractor, Owner, Construction Manager, PLA Administrator, and A/E Representative.
  - 4. Distribution and discussion of the Owner's Construction Administration Plan.
    - a. Contractor comments and improvements to the plan are encouraged.
  - 5. Development of participant consensus regarding the team's project objectives.

6. Discussion of follow up evaluation process.
  - a. Distribution of the Partnering assessment or report card developed by the Construction Manager which will include approximately twelve (12) questions with a rating system using a 1 to 5 scale.

### **1.03 PARTNERING FOLLOW UP**

- A. Each Partnering participant will participate in a monthly, or as needed, assessment or report card on how the spirit and intent of Partnering is being implemented on the project.
  1. The Construction Manager will circulate the assessment or report card on a monthly basis for feedback from Partnering participants.
- B. The Construction Manager will summarize the results of the previous month's assessment and report the results to the project participants during the next weekly construction progress meeting.
- C. Participants will jointly develop and implement a corrective action plan for any Partnering aspects that are not functioning as intended.

### **1.04 OWNER'S CONSTRUCTION ADMINISTRATION PLAN**

- A. The Owner's Construction Administration Plan will be provided to the Contractor at the Partnering Session.
- B. The Owner's Construction Administration Plan will set out the Owner's internal communications protocol for the Project.
- C. The Owner's Construction Administration Plan will set out the Owner's construction period procedures for monitoring the progress of the work and addressing the daily routine of construction activities. The procedures will be consistent with the construction administration procedures contained within the Contract Documents.

## **PART 2 – PRODUCTS – NOT USED**

## **PART 3 – EXECUTION – NOT USED**

**END OF SECTION 01 01 00**

**SECTION 01 09 05  
REFERENCE STANDARDS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes:
1. Specification Format and Content Explanation.
  2. Industry Standards.
  3. Governing Regulations/Authorities.

**1.02 SPECIFICATION FORMAT AND CONTENT EXPLANATION**

- A. Specification Format: The Technical Specifications, Divisions 02 through 40, are generally organized into Divisions and Sections based on the Construction Specifications Institute's 2004 fifty (50)-Division format.
- B. Specification Content: These Specifications use certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
1. Abbreviated Language: Language used in Specifications and other Contract Documents are the abbreviated type. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated, shall be interpolated as the sense required. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the context of the Contract Documents so indicates.
  2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
    - a. The words "shall be" shall be included by inference wherever a colon (:) is used within a sentence or phrase.

**1.03 INDUSTRY STANDARDS**

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, referenced construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Unless noted otherwise, comply with the standard in effect as of the date of the Proposal.

C. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with referenced industry standards applicable to that entity's construction activity. Copies of referenced standards are not bound with the Contract Documents.

1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

D. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations, as referenced in Contract Documents, are defined to mean the associated names. Names and addresses are subject to change and are believed to be, but are not assured to be, accurate and up to date as of the date of the Contract Documents.

AA	The Aluminum Association <a href="http://www.aluminum.org/">http://www.aluminum.org/</a> 1525 Wilson Blvd, Arlington, WA 22209	(703) 358-2960
AABC	Associated Air Balance Council <a href="http://www.aabc.com/">http://www.aabc.com/</a> 1518 K Street NW, Washington DC 20005	(202) 737-0202
AAMA	American Architectural Manufacturers Association <a href="http://aamanet.org/">http://aamanet.org/</a> 1827 Walden Office Square, Suite 550 Schaumburg, Illinois 60173-4268	(847) 303-5664
AASHTO	American Association of State Highway & Transportation Officials <a href="http://www.transportation.org/">http://www.transportation.org/</a> 444 North Capitol Street NW, Suite 249 Washington, DC 20001	(202) 624-5800
ABMA	American Bearing Manufacturers Association <a href="http://www.americanbearings.org/">http://www.americanbearings.org/</a> 2025 M. Street, NW, Suite 800 Washington D.C. 20036-3309	(202) 361-1155
ACI	American Concrete Institute <a href="http://www.concrete.org/general/home.asp">http://www.concrete.org/general/home.asp</a> P.O. Box 9094 Farmington Hills, MI 48333-9094	(248) 848-3700

ACPA	American Concrete Pipe Association <a href="http://www.concrete-pipe.org/">http://www.concrete-pipe.org/</a> 8445 Freeport Parkway, Suite 350 Irving, TX 75063-2595	(972) 506-7216
AGA	American Gas Association <a href="http://www.aga.org/Pages/default.aspx">http://www.aga.org/Pages/default.aspx</a> 400 North Capitol Street, NW Washington, DC 20001	(202) 874-7000
AGMA	American Gear Manufacturers Association <a href="http://www.agma.org/">http://www.agma.org/</a> 1001 N. Fairfax Street, Suite 500 Alexandria, WA 22314-1587	(703) 684-0211
AHA	American Hardboard Association <a href="http://domensino.com/AHA/default.htm">http://domensino.com/AHA/default.htm</a> 1210 West Northwest Highway Palatine, IL 60067	(847) 934-8800
AHAM	Association of Home Appliance Manufacturers <a href="http://www.aham.org/">http://www.aham.org/</a> 1111 19 <sup>th</sup> Street NW, Suite 402 Washington D.C. 20036	(202) 872-5955
AI	Asphalt Institute <a href="http://www.asphaltinstitute.org/">http://www.asphaltinstitute.org/</a> 2696 Research Park Drive Lexington, KY 40511-8480	(859) 288-4960
A.I.A.	American Insurance Associates <a href="http://americaninsassoc.com/">http://americaninsassoc.com/</a> 9514 4th Street NE, Suite 102 Lake Stevens, WA 98258	(425) 322-0999
AIHA	American Industrial Hygiene Association <a href="http://www.aiha.org/">www.aiha.org/</a> 3141 Fairview Park Drive, Suite 777 Falls Church, VA 22042	(703) 849-8888

AISC	American Institute of Steel Construction www.aisc.org/ One East Wacker Drive, Suite 700 Chicago, IL 60601-1802	(312) 670-2400
AISI	American Iron and Steel Institute www.steel.org/ 25 Massachusetts Ave., NW, Suite 800 Washington, DC 20001	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org/ 7012 S. Revere Parkway, Suite 140 Centennial, CO 80112	(303) 792-9559
ANLA	American Nursery and Landscape Association 1200 G Street NW Suite 800 Washington, DC 20005	(202) 789-2900
ANSI	American National Standards Institute www.ansi.org/ 1899 L Street, NW, 11th Floor Washington, DC 20036	(202) 293-8020
AOSA	Association of Official Seed Analysts www.aosaseed.com 101 East State St. #214 Ithaca, NY 14850	(607) 256-3313
APA	American Plywood Association www.apawood.org/ 7011 So. 19th Tacoma, WA 98466	(206) 565-6600
API	American Petroleum Institute www.api.org/ 1220 L Street NW Washington, DC 20005-4070	(202) 682-8000

ARI	Air Conditioning and Refrigeration Institute <a href="http://www.lightindustries.com/ARI/">http://www.lightindustries.com/ARI/</a> 4100 N. Fairfax Drive, Suite 200 Arlington, VA 22203	(703) 524-8800
ASC	Adhesive and Sealant Council <a href="http://www.ascouncil.org/">www.ascouncil.org/</a> 7101 Wisconsin Avenue, Suite 990 Bethesda, MD 20814	(301) 986-9700
ASCE	American Society of Civil Engineers <a href="http://www.asce.org/">http://www.asce.org/</a> 1801 Alexander Bell Drive Reston, VA 20191	(800) 548-2723
ASHRAE	American Society of Heating, Refrigeration and Air-Conditioning Engineers <a href="http://www.ashrae.org/">www.ashrae.org/</a> 1791 Tullie Circle, NE Atlanta, GA 30329	(404) 636-8400
ASME	American Society of Mechanical Engineers <a href="http://www.asme.org/">http://www.asme.org/</a> Two Park Avenue New York, NY 10016-5590	(800) 843-2763
ASPE	American Society of Plumbing Engineers <a href="http://www.aspe.org/">www.aspe.org/</a> 2980 S River Rd Des Plaines, IL 60018	(847) 296-0002
ASSE	American Society of Sanitation Engineering <a href="http://www.asse-plumbing.org/">http://www.asse-plumbing.org/</a> 901 Canterbury, Suite A Westlake, Ohio 44145	(440) 835-3040
ASTM	ASTM International <a href="http://www.astm.org/">www.astm.org/</a> 100 Barr Harbor Drive PO Box C700 West Conshohocken, PA 19428-2959	(610) 832-9500

AWI	Architectural Wood Institute <a href="http://www.awinet.org/">http://www.awinet.org/</a> 46179 Westlake Drive, Suite 120 Potomac Falls, VA 20165-5874	(571) 323-3636
AWPA	American Wood Protection Association <a href="http://www.awpa.com/">http://www.awpa.com/</a> 100 Chase Park South, Suite 116 Birmingham, AL 35244-1851	(205) 733-4077
AWS	American Welding Society <a href="http://www.aws.org/">www.aws.org/</a> 550 NW LeJeune Road Miami, FL 33126	(305) 443-9353
AWWA	American Water Works Association <a href="http://www.awwa.org/">www.awwa.org/</a> 6666 W. Quincy Avenue Denver, CO 80235	(303) 794-7711
BHMA	Builders Hardware Manufacturers Association <a href="http://buildershardware.com/">http://buildershardware.com/</a> 355 Lexington Avenue, 15 <sup>th</sup> floor New York, NY 10017	(212) 297-2122
BICSI	Building Industry Consulting Service International <a href="https://www.bicsi.org/Default.aspx">https://www.bicsi.org/Default.aspx</a> 8610 Hidden River Parkway Tampa, FL 33637	(813) 979-1991
CI	Chlorine Institute <a href="http://www.chlorineinstitute.org/">http://www.chlorineinstitute.org/</a> 1300 Wilson Blvd., Suite 525 Arlington, VA 22209	(703) 894-4140
CISPI	Cast Iron Soil Pipe Institute <a href="http://www.cispi.org/">http://www.cispi.org/</a> 1064 Delaware Avenue SE Atlanta, GA 30316	(404) 622-0073

CRSI	Concrete Reinforcing Steel Institute www.csri.org/ 933 North Plum Grove Road Schaumburg, IL 60173-4758	(847) 517-1200
CSA	Canadian Standards Association http://www.csa.ca/cm/ca/en/home 178 Rexdale Blvd. Toronto, Ontario Canada M9W 1R3	(416) 747-4000
EJMA	Expansion Joint Manufacturers Association http://ejma.org/ 25 North Broadway Tarrytown, NY 10591	
FM	FM Global Research www.fmglobal.com/ Key Center 601 108 <sup>th</sup> Avenue NE Suite 1400 Bellevue, WA 98004	(425) 455-5333
GA	Gypsum Association http://www.gypsum.org/ 6525 Belcrest Road, Suite 480 Hyattsville, MD 20782	(301) 277-8686
GANA	Glass Association of North America http://www.glasswebsite.com/ 800 SW Jackson St., Suite 1500 Topeka, KS 66612-1200	(785) 271-0208
GBCI	Green Building Certification Institute www.gbci.org/ 2101 L Street, NW Suite 500 Washington, D.C. 20037	(800) 795-1746
GRI	Geosynthetics Research Institute www.geosynthetics-institute.org/ 475 Kedron Avenue Folsom, PA 19033	(610) 522-8440

HPVA	<p>Hardwood Plywood and Veneer Association  <a href="http://www.hpva.org/">http://www.hpva.org/</a>          1825 Michael Faraday Drive          Reston, Virginia 20190</p>	(703) 435-2900
ICC	<p>International Code Council  <a href="http://www.iccsafe.org/">www.iccsafe.org/</a>          500 New Jersey Avenue, NW, Suite 600          Washington, DC 20001</p>	(888) 422-7233
ICEA	<p>Insulated Cable Engineers Association, Inc.  <a href="http://www.icea.net/">www.icea.net/</a>          P.O. Box 1568          Carrollton, GA 30112</p>	(508) 394-4424
IEC	<p>International Electrotechnical Commission  <a href="http://www.iec.ch/">www.iec.ch/</a>          (Regional Center for North America)          446 Main Street, 16th Floor          Worcester, MA 01608</p>	(508) 755-5663
IEEE	<p>Institute of Electrical and Electronics Engineers  <a href="http://www.ieee.org/">www.ieee.org/</a>          3 Park Avenue, 17th Floor          New York, NY 10016-5997</p>	(212) 419-7900
IESNA	<p>Illuminating Engineering Society of North America  <a href="http://www.iesna.org/">www.iesna.org/</a>          120 Wall Street, Floor 17          New York, NY 10005-4001</p>	(212) 248-5000
IFC	<p>International Firestop Council  <a href="http://firestop.org/">http://firestop.org/</a>          2931 Tumbleweed Lane          Fort Collins, CO 80526</p>	(970) 223-4985
IGCC	<p>Insulating Glass Certification Council  <a href="http://www.igcc.org/ContactUs.aspx">http://www.igcc.org/ContactUs.aspx</a>          PO Box 730          Sackets Harbor, NY 13685</p>	(315) 646-2234

IGMA	Insulating Glass Manufacturers Alliance <a href="http://www.igmaonline.org/">http://www.igmaonline.org/</a> 27 N. Wacker Drive, Suite 365 Chicago, IL 60606-2800	(613) 233-1510
IMSA	International Municipal Signal Association <a href="http://www.imsasafety.org/">www.imsasafety.org/</a> 165 East Union Street P.O. Box 539 Newark, NY 14513-0539	(315) 331-2182
ISA	International Society of Automation <a href="http://www.isa.org/">http://www.isa.org/</a> 67 T.W. Alexander Drive PO Box 12277 Research Triangle Park, NC 27709	(919) 549-8411
LEED®	Leadership in Energy and Environmental Design 2101 L Street, NW Suite 500 Washington, D.C. 20037	(800) 795-1747
LPI	Lightning Protection Institute <a href="http://www.lightning.org/">www.lightning.org/</a> P.O. Box 99 Maryville, MO 64468	(800) 488-6864
MSS	Manufacturers Standardization Society <a href="http://www.mss-hq.org/Store/index.cfm">http://www.mss-hq.org/Store/index.cfm</a> 127 Park St. NE Vienna, VA 22180-4602	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers <a href="http://naamm.org/">http://naamm.org/</a> 800 Roosevelt Rd. Bldg. C, Suite 312 Glen Ellyn, IL 60137	(630) 942-6591
NACE	National Association of Corrosion Engineers <a href="http://www.nace.org/home.aspx">http://www.nace.org/home.aspx</a> 1440 South Creek Drive Houston, TX	(281) 228-6223

NAPA	National Asphalt Pavement Association www.asphaltpavement.org/ 5100 Forbes Blvd. Lanham, MD 20706-4407	(888) 468-6499
NAPF	National Association of Pipe Fabricators http://napf.com/ 2061 Brae Trail Birmingham, AL 35242	(205) 706-0886
NCMA	National Concrete Masonry Association www.ncma.org/ 13750 Sunrise Valley Drive Herndon, VA 20171-4662	(703) 713-1900
NEBB	National Environmental Balancing Bureau http://www.nebb.org/ 8575 Grovemont Circle Gaithersburg, MD 20877	(301) 977-3698
NEC	National Electric Code (from NFPA) www.nfpa.org/	
NECA	National Electrical Contractors Association www.necanet.org 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814	(301) 657-3110
NEMA	National Electrical Manufacturers Association www.nema.org/ 1300 North 17th Street, Suite 1752 Rosslyn, VA 22209	(703) 841-3200
NETA	InterNational Electrical Testing Association http://www.netaworld.org/ 3050 Old Centre Ave., Suite 102 Portage, MI 49024	(269) 488-6382
NFPA	National Fire Protection Association www.nfpa.org/ One Batterymarch Park Quincy, MA 02169-7471	(617) 770-3000

NPCA	National Paint and Coatings Association www.paint.org/ 1500 Rhode Island Avenue NW Washington, DC 20005	(202) 462-6272
NRCA	National Roofing Contractors Association http://www.nrca.net/ 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607	(847) 299-9070
NRMCA	National Ready Mixed Concrete Association http://www.nrmca.org/ 900 Spring Street Silver Spring, MD 20910	(240) 485-1163
NSF	NSF International www.nsf.org/ 789 N. Dixboro Road P.O. Box 130140 Ann Arbor, MI 48113-0140	(734) 769-8010
PCA	Portland Cement Association www.cement.org/ 5420 Old Orchard Road Skokie, IL 60077	(847) 966-6200
PCI	Prestressed Concrete Institute www.pci.org/ 200 W. Adams St. #2100 Chicago, IL 60606	(312) 786-0300
PDI	Plumbing and Drainage Institute www.pdionline.org/ 800 Turnpike Street, Suite 300 North Andover, MA 01845	(978) 557-0720
PTI	Post Tensioning Institute http://www.post-tensioning.org/ 38800 Country Club Drive Farmington Hills, MI 48331	(248) 848-3180

RCSC Research Council on Structural Connections  
<http://boltrcouncil.org/>  
 boltcouncil@gmail.com

SCTE Society of Cable Telecommunications Engineers  
<http://www.scte.org/default.aspx>  
 140 Phillips Road  
 Exton, PA 19341-1318 (800) 542-5040

SDI Steel Deck Institute  
<http://www.sdi.org/index.html>  
 P.O. Box 25  
 Fox River Grove, IL 60021 (847) 458-4647

SMACNA Sheet Metal & Air Conditioning Contractors' National Association  
<http://smacna.org/>  
 4201 Lafayette Center Drive  
 Chantilly, VA 20151-1219 (703) 803-2980

SPI Society of the Plastics Industry  
<http://www.plasticsindustry.org/>  
 1667 K St. NW, Suite 1000  
 Washington DC 20006 (202) 974-5200

SPRI Single Ply Roofing Industry  
<https://www.spri.org/>  
 411 Waverly Oaks Road, Suite 331B  
 Waltham, MA 02452 (781) 647-7026

SSPC The Society for Protective Coatings  
[www.sspc.org/](http://www.sspc.org/)  
 40 24th Street, 6th Floor  
 Pittsburgh, PA 15222-4656 (412) 281-2331

TCNA Tile Council of North America  
<http://www.tcnatile.com/>  
 100 Clemon Research Blvd.,  
 Anderson, SC 29625 (864) 646-8453

TIA Telecommunications Industry Association  
<http://www.tiaonline.org/>  
 1320 N. Courthouse Rd., Suite 200  
 Arlington, VA 22201 (703) 907-7700

USGBC United States Green Building Council  
www.usgbc.org/  
2101 L Street, NW Suite 500  
Washington, D.C. 20037 (800) 795-1747

UL Underwriters Laboratories  
www.ul.com/  
2600 NW Lake Road  
Camas, WA 98607-8542 (877) 854-3577

WDMA Window and Door Manufacturers Association  
<https://www.wdma.com/Default.aspx>  
2025 M Street, NW, Suite 800  
Washington D.C. 20036-3309 (202) 367-1157

WRI Wire Reinforcement Institute  
www.wirereinforcementinstitute.org  
942 Main Street, Suite 300  
Hartford, CT 06103 (800) 522-4974

WSC Water Systems Council  
www.watersystemscouncil.org/  
1101 30th Street, NW, Suite 500  
Washington, DC 20007 (202) 625-4387

WWPA Woven Wire Products Association  
www.wovenwire.org/  
P.O. Box 610280  
Birmingham, AL 35261-0280 (800) 529-6691

E. Federal Government Agencies: Names and titles of federal government standard or Specification producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of standard or Specification producing agencies of the federal government. Names and addresses are subject to change and are believed to be, but are not assured to be, accurate and up to date as of the date of the Contract Documents.

COE Corps of Engineers  
(United States Department of the Army)  
www.usace.army.mil/  
441 G Street NW  
Washington, DC 20314-1000 (202) 761-0011

CFR Code of Federal Regulations  
[www.gpo.gov/](http://www.gpo.gov/)  
 Available from the Government Printing Office  
 710 N. Capitol Street NW  
 Washington, DC 20401 (205) 512-0132  
 (Material is usually first published in the "Federal Register")

CS Commercial Standard  
 (United States Department of Commerce)  
 Government Printing Office  
 710 N. Capitol Street NW  
 Washington, DC 20401 (205) 512-0132

DOT Department of Transportation  
[www.dot.gov/](http://www.dot.gov/)  
 1200 New Jersey Avenue, SE  
 Washington, DC 20590 (855) 368-4200

EPA Environmental Protection Agency  
[www.epa.gov/](http://www.epa.gov/)  
 1200 Pennsylvania NW  
 Washington, DC 20460 (202) 272-0167

FS Federal Specification (from GSA)  
[www.gsa.gov/](http://www.gsa.gov/)  
 Specifications Unit (WFSIS)  
 One Constitution Square  
 1275 First Street, NE  
 Washington, DC 20417 (202) 472-2205

OSHA Occupational Safety and Health Administration  
[www.osha.gov/](http://www.osha.gov/)  
 United States Department of Labor  
 Occupational Safety & Health Administration  
 200 Constitution Avenue  
 Washington, DC 20210 (800) 321-6742

PS Product Standard of NBS  
 (United States Department of Commerce)  
 Government Printing Office  
 710 N. Capitol Street NW

	Washington, DC 20401	(205) 512-0132
USBLS	United States Bureau of Labor Statistics www.bls.gov/ Postal Square Building 2 Massachusetts Avenue Washington, DC 20212	(202) 691-5200
USDA	United States Department of Agriculture www.usda.gov/ 1400 Independence Avenue Washington, DC 20250	(202) 720-2791
USDOE	United States Department of Energy http://energy.gov/ 1000 Independence Ave. SW Washington DC 20585	(202) 586-5000
USPS	United States Postal Service www.usps.com/ 475 L'Enfant Plaza SW Washington, DC 20260	(202) 268-2000

F. Local Government Agencies: Names and titles of local government standard or Specification producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of standard or Specification producing agencies of the state government. Names and addresses are subject to change and are believed to be, but are not assured to be, accurate and up to date as of the date of the Contract Documents.

Bellevue	City of Bellevue, Washington www.ci.bellevue.wa.us 450 110 <sup>th</sup> Ave. NE Bellevue, WA 98009	(425) 452-6800
County	King County, Washington www.kingcounty.gov 201 S Jackson St. Seattle, WA 98104	(206) 705-7000

- G. State Government Agencies: Names and titles of state government standard or Specification producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of standard or Specification producing agencies of the state government. Names and addresses are subject to change and are believed to be, but are not assured to be, accurate and up to date as of the date of the Contract Documents.

Ecology Washington State Department of Ecology  
www.ecy.wa.gov/  
P.O. Box 47600  
Olympia, WA 98504 (360) 407-6000

WSDOT Washington State Department of Transportation  
www.wsdot.wa.gov/  
310 Maple Park Avenue SE  
P.O. Box 47300  
Olympia, WA 98504 (360) 705-7000

#### **1.04 GOVERNING AUTHORITIES/STANDARDS**

- A. The Project Representative has contacted authorities having jurisdiction where necessary to obtain information necessary for preparation of Contract Documents. Contractor shall notify the Project Representative prior to contacting authorities having jurisdiction directly for information and decisions having a bearing on the Work.
- B. Work shall conform to the 2009 edition of the International Building Code (IBC) with State of Washington and City of Bellevue amendments hereafter referred to as the IBC.
- C. Conflicting Requirements: Where compliance with two or more of the governing standards is specified, and the standards may establish different or conflicting requirements, the following descending order of precedence is established unless noted otherwise:
1. IBC 2009.
  2. FM Global.

#### **PART 2 – PRODUCTS – NOT USED**

#### **PART 3 – EXECUTION – NOT USED**

**END OF SECTION 01 09 05**

**SECTION 01 10 00  
SUMMARY OF WORK**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes the following:
1. Definitions.
  2. Project description.
  3. Work by Owner and others.
  4. Progress of the Work.
  5. Notices to Proceed.
  6. Transition Period.
  7. Substantial Completion, Final Acceptance and Liquidated Damages.
  8. Warranty and Guaranty.
  9. Contract Documents and Available Information.
  10. Geotechnical Information.
  11. Coordination with Owner's Concurrent Operations.
  12. Access to Owner's Cedar Hills Regional Landfill.
  13. Project utility sources.

**1.02 DEFINITIONS**

- A. Throughout these Specifications certain terms are capitalized. Capitalized terms have the definitions assigned to them in the Specifications. Definitions of terms will be found throughout these Specifications. There is no one central location for defined terms.
- B. Project: Has the meaning defined in Section 00700 Article 1.0.
- C. Project Site: Has the meaning defined in Section 00700 Article 1.0.
1. The Project Site includes the Eastgate Property.
- D. Transition Period: The period of time between the completion of Milestone 2 Work and the issuance of the Notice to Proceed with Milestone 3 Work as further defined below.
- E. A/E Representative: Owner's Technical Representative having roles and responsibilities as identified in the Owner's Construction Administration Plan provided to the Contractor at the Partnering Session as discussed in Section 01 01 00 – Partnering. In general, the A/E Representative is responsible for development of design documents, interpretation of design intent, and for responding to all requests for information (RFI) and reviewing submittals.
- F. Project Representative: Owner designee representing the Project as defined in Section 00700 Article 2.0.

- G. Construction Manager (CM): Owner's Technical Representative having roles and responsibilities as identified in the Owner's Construction Administration Plan. In general, the Construction Manager is responsible for monitoring and observing (including but not limited to quality assurance) the progress of the construction work to verify that the Contractor's Work conforms to the requirements of the Contract Documents. Additionally, the CM will assist in administering the elements of the Contract, including reviewing of progress payments and Change Orders, in cooperation with the Project Representative and Contractor.
- H. 4Culture: A tax-exempt public development authority which is the cultural services agency for King County responsible for producing and maintaining a public art collection, sustaining and contributing to cultural development and shared public space.
- I. Administration Building: Terms "Admin. Building", "OMS Building", "Operations and Mechanical Systems Building", and "Ops. & Mech. Sys. Bldg." in the Contract Documents all refer to the same building.
- J. Basis of Design: Indicates drawings are based on specified equipment and equipment from other manufacturers may require, at a minimum, revisions to the Drawings for surrounding concrete, plumbing, and electrical supporting infrastructure.
  - 1. The Contractor shall take into account the possible need for revisions to the Drawings in selecting equipment and in scheduling the work.

**1.03 SUSTAINABLE DESIGN AND CONSTRUCTION**

- A. A primary goal for the Owner is to promote and carry out sustainable design and construction on the project.
  - 1. Sustainable design and construction is defined as the materials and methods that preserve landscape, conserve energy, use materials efficiently, enhance environmental quality, and safeguard water.
  - 2. Sustainable design and construction will be evaluated by the United States Green Building Council through fulfillment of a LEED® Rating for the Project. Attainment of a minimum of LEED Gold Certification is a Project requirement.
- B. The Contractor is required to research and select materials, building systems, methods, and construction procedures that provide the greatest use of local, regional, and recycled materials, environmentally safe building materials, and construction technologies, and to enhance energy efficiency.
  - 1. Refer to Section 01 81 30 – Sustainability Requirements for further explanation of Contractor's role in supporting sustainable design and construction objectives.

**1.04 PROJECT DESCRIPTION**

- A. General:
  - 1. The descriptions in this Section are not intended to provide or be construed as a complete summary of the Contract Documents. The following only identifies in broad terms the general nature of the Work to be performed by the Contractor and its Subcontractors.

2. Contractor shall perform and complete all Work in accordance with the requirements set forth in the Contract Documents.
    - a. This Section is not suitable for use in determining measurement and payment.
  3. This Section should be read as if "Provide and Install" were included at the front of sentences, as applicable.
    - a. Responsibility for the providing and the installing of every element of the Work is borne by the Contractor, unless otherwise noted.
  4. Construction requires phasing of work as further described in this Section and elsewhere in the Contract Documents.
- B. Site Work:
1. Work inside the Project Site indicated on the Drawings.
  2. Documentation prepared by the Contractor for purposes of identifying the Contractor's construction planning and administration activities, including but not limited to the work plan documents indicated in this Section.
  3. Temporary facilities including but not limited to temporary utilities, office trailers, supplies, and fencing, signage, and other means of protecting the public from hazards of the Site.
  4. Traffic management, flagging (except where Owner-furnished flagging is specified), and control in accordance with the Owner-provided Traffic Management Plan indicated on the Drawings.
  5. Field survey, including optional survey to verify Owner-provided survey information, construction layout, staking and verification of utilities, datum verification, construction placement and completed Work verification survey.
  6. Demolition/deconstruction, handling, processing, sorting, loading, removal, and disposal of existing permanent and impermanent structures, including the transfer station, household hazardous waste facility, warehouses, utilities, and roadways.
  7. Use of the Owner-provided Tire Wash System, with Contractor provided temporary electrical power supply, system maintenance, technical support, supplies, consumables such as flocculants and filters. Information on the Tire Wash System is included as Appendix C.
    - a. The Contractor shall obtain the Tire Wash System at the Owner's Cedar Hills Regional Landfill. The Contractor shall use the Tire Wash System during the performance of the Work.
    - b. Tire Wash System shall remain the property of the Owner. Following Substantial Completion of Milestone 3 Work, the Contractor upon written notice from the Project Representative shall remove, deliver and offload the Tire Wash System at the Owner's Cedar Hills Regional Landfill.

8. Management of construction runoff, clean surface water runoff, dewatering fluids, contaminated surface water, and contaminated sediment, including but not limited to any and all: temporary storage of runoff in portable tanks; pumps; removal of sediment, including chemical flocculation if necessary to meet discharge permit limits; loading; tanker truck hauling of contaminated surface and ground water as wastewater, and disposal at designated sanitary sewer locations off the Site; operation of the surface water detention vault for clean surface water and discharge to the City of Bellevue storm drainage system.
9. Environmental controls including soil erosion and sediment control, dust, odor, contaminated surface water runoff and construction dewatering, pest, and noise control.
10. Excavation, handling and disposal of those materials, including moisture-sensitive soils, placement of soil in Embankment and export of soil and other materials, including potential for materials deemed Dangerous Waste in accordance with the regulations.
11. Earthwork including structural excavation, backfill, preloading, grading, topsoil placement.
12. Site retaining walls.
13. Concrete construction including but not limited to: retaining walls, paving, building slabs, equipment pads, curb and gutter, vaults, thrust blocks, light pole bases, channels in manhole bottoms, and anchor blocks.
14. Site utilities.
15. Road and hot mix asphalt pavement construction including curbs.
16. Site improvements, such as signage, fencing, and flagpole.
17. Landscaping, including tree and shrub planting, and re-vegetation of disturbed areas.
18. Hot load pad.
19. Coordination for Public Art.
- C. Transfer Building including installed equipment.
- D. Administration Building including installed equipment.
- E. Household Hazardous Waste (HHW) Building and Canopy including installed equipment.
- F. Scale House - replacement of existing metal roof panels and new prefinished metal wall panel system.
- G. Artwork coordination and installation within the Administration Building.
- H. Fueling Facility including installed equipment.

- I. Contractor's Planning and Training Responsibilities: The Contractor is responsible for planning prior to Milestone 3 (see below) for the transition from construction to Owner operation of the Milestone 2 facilities, including coordination of training for Owner's staff for the building systems and operational equipment.

## **1.05 WORK BY OWNER AND OTHERS**

### **A. Permits:**

1. The Owner has obtained the permits identified as Owner-furnished in Section 01 41 00 – Regulatory Requirements.
2. The Contractor is responsible to obtain and pay for the permits identified as Contractor-furnished in Section 01 41 00 – Regulatory Requirements.

### **B. Owner's Testing and Inspection Services:**

1. The Owner contracts with testing and inspection agencies and/or uses in-house testing services to ensure the Contractor is in compliance with Contract Documents.
2. The Owner's testing and inspection agencies provide services for the Owner exclusively, except as indicated in this Section and in Section 01 43 00 – Quality Assurance and Control.

#### **3. Contractor Responsibilities:**

- a. The Contractor is required to perform, at no additional cost to the Owner, their own quality control program, including testing, inspection, and special inspections, as necessary to verify compliance with Contract Documents including source quality control testing as specified in Section 01 43 00 – Quality Assurance and Control.

- 1) The Contractor is prohibited from employing the same testing and inspection agency or agencies employed by the Owner.

- b. The Contractor shall pay for testing of Work that is subject to corrective action or that was otherwise untested, not observed or other problem attributable to the Contractor's performance of the Work.

- c. The Contractor shall pay for additional testing above and beyond that required by the Contract Documents to facilitate the performance of its means and methods.

### **C. Removal of Hazardous Materials and Dangerous Waste:**

1. The Owner provides and pays for collection of samples for laboratory and chemical analysis, storage and processing of samples, and analysis of samples in accordance with Section 02 31 40 – Removal of Hazardous Materials and Dangerous Waste.

#### **2. Contractor Responsibilities:**

- a. At Owner's direction, Contractor shall collect, handle, provide for possible temporary storage, and dispose of potential hazardous materials and Dangerous Waste.

- b. Provide and pay for the cleanup and mitigation of spills caused by the Contractor or its Subcontractors, with no additional cost to the Owner.

D. Puget Sound Energy Work:

1. Puget Sound Energy (PSE) and/or their construction representatives will perform the following work:
  - a. Relocation of the transmission and distribution power lines on south side of the Site along SE 32<sup>nd</sup> Street and on north side of the Site along SE 30<sup>th</sup> Street.
  - b. Removal of the distribution power line to the existing Transfer Station.
  - c. Relocation of the high pressure compressed natural gas (CNG) line.
  - d. Installation and connection of the primary underground electrical feeder from the PSE power pole on the north side of SE 32<sup>nd</sup> Street to the PSE utility pad-mount power transformer.
  - e. Installation of the utility transformer vault and the utility power transformer.
  - f. Termination of the underground service conductors at the secondary terminals of the utility pad-mount transformer.
  - g. Installation of the metering current transformers, the metering conductors, and the utility meter.
2. Above work by PSE will be paid for under a separate contract with the Owner.

E. Communications and Data Service Work:

1. Comcast and CenturyLink will install service entrance cables in conduits installed by the Contractor. Comcast and CenturyLink will terminate service entrance cables in the Telephone/Data Room (Room 03-107) in the Administration Building.
2. Above work by Comcast and CenturyLink will be paid for under a separate contract with the Owner.

F. The Owner will supply and the Contractor will install security system cameras at locations shown on the Drawings.

G. Artwork.

1. Project artist Al Price will install artwork on Wall 4.
  - a. This work will be accomplished at some time following the issuance of the Notice to Proceed with Milestone 3 work, and prior to the installation of landscaping near Wall 4.
  - b. The project artist installation work will require thirty (30) to sixty (60) calendar days to complete.
  - c. The design of this artwork is provided as Available Information only in accordance with this Section.
  - d. Above work by Al Price will be paid for under a separate contract with the Owner.

2. 4Culture will etch poem on windows for installation within Administration Building lobby.
    - a. This work will be accomplished at some time following the issuance of the Notice to Proceed with Milestone 2 work.
    - b. 4Culture will be responsible for coordination with pre-selected glazing artisan, Glassworks, Inc.
    - c. The conceptual layout of this artwork is provided as Available Information only in accordance with this Section.
    - d. Above etching work by Glassworks, Inc. will be paid for under a separate contract with the Owner.
- H. Other Construction Work:
1. No other construction work by Owner or others is anticipated to occur on the Site concurrently with Contractor's Work, except as noted below.
    - a. Possible repairs and maintenance to Owner's facilities and equipment in the transfer station operating area and entrance scale plaza.
  2. Contractor shall provide reasonable access to other contractors and King County staff who are performing such minor repair and maintenance.

**1.06 NOTICES TO PROCEED, WORK PHASES AND MILESTONES**

- A. In order to accommodate the Owner's continued operations on the Project Site throughout the construction work, the Work is divided into Phases which begin with a Notice to Proceed and conclude with achievement of a Milestone.
- B. Table 1 (below) summarizes the Phases of the Work, associated Notice to Proceed and Milestones.

**Table 1**

<b>Phase</b>	<b>Summary of Work to Be Accomplished in This Phase</b>	<b>Notice to Proceed Number</b>	<b>Milestone Number</b>	<b>Duration (Calendar Days)</b>
Milestone 1, Preconstruction Phase	Paragraph 1.07 C and 1.08 A	1	1	70
Milestone 2, Phases 1 and 2	Paragraphs 1.07 D and 1.08 B	2	2	525
Transition Period	Paragraph 1.07 E and Section 01 97 50	None	None	45
Milestone 3, Phases 3 and 4	Paragraphs 1.07 F and 1.08 C	3	3	415
Milestone 4, Final Acceptance	Paragraphs 1.07 G and 1.08 D	None	4	120

## **1.07 NOTICES TO PROCEED**

- A. The Owner will provide written Notices to Proceed before commencement of work noted in Paragraphs C., D., and F. below.
- B. Contractor is not obligated to schedule Work according to Phases 1, 2, 3 and 4 descriptions used in Contract Documents.
  - 1. Contractor shall adhere to all requirements in Section 01 14 00 Work Restrictions when scheduling Work.
- C. Notice to Proceed 1 – Milestone 1, Preconstruction Phase:
  - 1. Notice to Proceed 1 is planned to be issued within ten (10) calendar days after Contract Execution.
  - 2. The Owner's issuance of the Notice to Proceed 1 authorizes the Contractor to perform activities including work planning; scheduling; submittals; processing of submittals for and procurement of materials, products, and equipment for which submittals have been satisfactorily completed; and similar preparatory and administrative activities.
    - a. Prepare and submit the required Contractor work plans identified in the Contract Documents.
    - b. Prepare and submit other submittals including those indicated on the Submittal Schedule in Section 01 33 00 – Submittal Procedures, and as indicated elsewhere in the Contract Documents.
  - 3. Refer to the example Submittal Schedule at the end of Section 01 33 00 – Submittal Procedures for submittals which must be completed prior to the issuance of Notice to Proceed 2.
  - 4. Contractor may submit a written request for approval by the Project Representative to commence a Milestone 2 activity prior to receipt of Notice to Proceed 2.
    - a. All related submittals to the request to commence a Milestone 2 activity prior to Notice to Proceed 2 must be completed prior to the written request.
- D. Notice to Proceed 2 – Milestone 2, Phases 1 and 2:
  - 1. Notice to Proceed 2 will be issued when the required activities of the Preconstruction Phase are determined by the Project Representative to be complete.
    - a. With respect submittals, the word “complete” means all submittals identified in Section 01 33 00 – Submittal Procedures as required Preconstruction submittals have been received, reviewed, resubmitted if necessary and determined to be acceptable by the Project Representative in accordance with Section 01 33 00 – Submittal Procedures.
    - b. Receipt of a required submittal by the Project Representative does not constitute completion of the submittal.

2. The Owner's issuance of Notice to Proceed 2 authorizes the Contractor to proceed with Phases 1 and 2 Construction Work in order to achieve Milestone 2.
  - a. Take possession of the portions of the Project Site required for performance of Milestone 2 Work.
  - b. Contractor is prohibited from performing any work other than that required to achieve Milestone 2.
- E. Transition Period between Milestone 2, Phases 1 and 2 and commencement of Milestone 3, Phases 3 and 4.
  1. A Transition Period is required between the completion of Milestone 2, Phase 2 work and the issuance of Notice to Proceed 3 for Milestone 3, Phases 3 and 4 to allow the Owner the opportunity to relocate, startup and establish operations in the new transfer station and administration building.
  2. In addition to participating in pre-Transition Period planning and training, Contractor is required to assist the Owner with portions of its physical relocation to the new facilities as described in Section 01 97 50 - Transition Period Planning and Implementation Assistance.
  3. Contractor shall plan in its Project Schedule a Transition Period of forty-five (45) days in duration. Any costs incurred by the Contractor associated with the Transition Period shall be included in their Contract Price.
    - a. During the Transition Period, Contractor may not perform any Work associated with Milestone 2, Phases 1 or 2 or Milestone 3, Phases 3 and 4 except as identified below:
      - 1) Training for Milestone 2, Phase 2 Work Substantially Completed.
      - 2) Preparation for Milestone 3, Phases 3 and 4 Work.
      - 3) Moving two existing HHW storage lockers and installation within Transfer Building. Refer to Available Information and Section 01 97 50 - Transition Period Planning and Implementation Assistance for further explanation of Contractor's role in relocation of HHW storage lockers.
      - 4) Dewatering associated with the temporary shoring wall.
      - 5) Coordination with Owner on removal of construction cores from door locks.
    - b. Contractor may submit a written request for approval by the Project Representative to commence a Project related activity associated with Phases 3 and 4 prior to receipt of Notice to Proceed 3.
  4. If additional time is required for the Owner to complete the Transition Period activities through no fault of the Contractor, appropriate adjustments in the Contract Time and Contract Price will be incorporated into the Contract by Change Order in accordance with Section 01 21 00 - Allowances.

5. During Transition Period the Owner will be installing informational signage within the Transfer Building and on the Site.
  6. During Transition Period the Owner will be installing the packer crane within the Transfer Building.
- F. Notice to Proceed 3 – Milestone 3, Phases 3 and 4:
1. Notice to Proceed 3 will be issued when the Transition Period has been completed as determined by the Project Representative and when the Certificate for Substantial Completion for Milestone 2 is provided to the Contractor.
  2. The Owner's issuance of Notice to Proceed 3 authorizes the Contractor to:
    - a. Take possession of the portions of the Site required for performance of Milestone 3 Work.
    - b. Proceed with Milestone 3, Phases 3 and 4 Construction Work in order to achieve Milestone 3.
    - c. Contractor is prohibited from performing any work other than that required to achieve Milestone 3.
- G. Milestone 4, Final Acceptance:
1. A Notice to Proceed will not be issued for Milestone 4, Final Acceptance.

## **1.08 MILESTONES AND LIQUIDATED DAMAGES**

- A. Milestone 1, Preconstruction Phase:
1. Contractor to complete submittals and similar preparatory and administrative activities.
  2. Milestone 1 shall be achieved no later than seventy (70) calendar days after issuance of Notice to Proceed 1.
  3. Liquidated Damages apply if the Contractor does not achieve Milestone 1 by the date specified in Notice to Proceed 1.
    - a. For liquidated damages provisions Refer to Section 01 20 00 – Payment Procedures.
    - b. Refer to Section 00700 – General Terms and Conditions, Article 10.7 for Liquidated Damages against Contractor.
- B. Milestone 2, Phases 1 and 2:
1. The following construction work shall be Substantially Complete as defined in Section 00800 – Supplemental Terms and Conditions in order to achieve a Certificate of Substantial Completion for Milestone 2:
    - a. Remove and recycle existing warehouse buildings.
    - b. Demolition of stormwater, water, and sewer utilities.
    - c. Removal of pavement.
    - d. Relocation of power lines and natural gas line by PSE.

- e. Demolition of portion of Eastgate Parking Lot, including curb, utility conduit, and illumination.
  - f. Clear, grub, and removal of structures and obstructions.
  - g. Earthwork.
  - h. Transfer Station including installed equipment.
  - i. Installation and performance testing of the pre-load stationary waste compactor.
  - j. Administration Building including installed equipment.
  - k. Coordination with 4Cluture, supply of windows, delivery and pickup of windows, and installation of artwork in Administration Building lobby, see Paragraph 1.05 and Section 08 81 00 – Glass and Glazing.
  - l. Fueling Facility.
  - m. Standby Engine Generator.
  - n. Site utility systems so that the Transfer Station and Administration Building are fully functional.
  - o. Walls 1A, 1B (partial), 2, and 3.
  - p. Stormwater detention vault.
  - q. Temporary access road.
  - r. Transfer trailer parking yard.
  - s. North entrance road (to/from SE 30<sup>th</sup> Street) and west road.
  - t. Signage.
  - u. Eastgate property improvements.
  - v. All other Site Work as necessary for Milestone 2 as shown on the Drawings.
  - w. Commissioning of all Milestone 2, Phase 2 building systems and installed equipment as specified in Section 01 95 00 – Commissioning Requirements.
  - x. Transition planning as specified in Section 01 97 50 – Transition Period Planning and Implementation Assistance.
  - y. Issuance of a Certificate of Occupancy by the City of Bellevue for the Transfer Station and Administration Building.
  - z. Regulatory approvals for the Fueling Facility.
2. Milestone 2 shall be achieved no later than five hundred and twenty-five (525) calendar days after issuance of Notice to Proceed 2.
  3. Liquidated Damages apply if the Contractor does not achieve Milestone 2 by the date specified in Notice to Proceed 2.
    - a. For liquidated damages provisions Refer to Section 01 20 00 – Payment Procedures.

- b. Refer to Section 00700 – General Terms and Conditions, Article 10.7 for Liquidated Damages against Contractor.
- C. Milestone 3, Phases 3 and 4:
- 1. The following construction work shall be Substantially Complete as defined in Section 00800 – Supplemental Terms and Conditions in order to achieve a Certificate of Substantial Completion for Milestone 3:
    - a. Remove and recycle existing transfer station.
    - b. Demolition of stormwater, water, and sewer utilities.
    - c. Removal of pavement.
    - d. Clear, grub, and removal of structures and obstructions.
    - e. Earthworks.
    - f. All other Site Work as necessary for Milestone 3 as shown on the Drawings.
    - g. HHW Building and Canopy including installed equipment.
    - h. Permanent stormwater controls.
    - i. Remove temporary access road and shoring.
    - j. South entrance and east roads.
    - k. Parking areas.
    - l. Cisterns.
    - m. Site utility systems so that the HHW building is fully functional.
    - n. Walls 1B (partial) and 4.
    - o. Reconstruct Eastgate Parking Lot.
    - p. Illumination.
    - q. Scalehouse improvements.
    - r. Signage.
    - s. Landscaping.
    - t. Coordination with artist for installation access, see Paragraph 1.05.
    - u. Salvage of the two existing HHW Storage Lockers in Transfer Building.
    - v. Installation of Owner supplied waste oil tank, propane tank cage, and waste antifreeze tank in HHW Building.
    - w. Commissioning of all Milestone 3, Phase 4 building systems and installed equipment as specified in Section 01 95 00 – Commissioning Requirements.
    - x. Issuance of a Certificate of Occupancy by the City of Bellevue for the HHW Building.

2. Substantial Completion shall be achieved four hundred and nine (415) calendar days after the Notice to Proceed 3 for Milestone 3, Phases 3 and 4.
  3. Liquidated Damages apply if the Contractor does not achieve Milestone 3 by the date specified in the Notice to Proceed for Milestone 3 Work.
    - a. For liquidated damages provisions Refer to Section 01 20 00 – Payment Procedures.
    - b. Refer to Section 00700 – General Terms and Conditions, Article 10.7 for Liquidated Damages against Contractor.
- D. Milestone 4, Final Acceptance Phase:
1. Final Acceptance is defined in accordance with Section 00700 – General Terms and Conditions, Article 7.7 – Completion/Final Acceptance and Section 01 78 00 – Closeout Procedures.
  2. Final Acceptance shall be achieved within one-hundred twenty (120) calendar days after issuance of the Certificate of Substantial Completion of Milestone 3.
  3. Liquidated Damages apply if the Contractor does not achieve Final Acceptance by the date specified in the Certificate of Substantial Completion of Milestone 3.
    - a. For liquidated damages provisions Refer to Section 01 20 00 – Payment Procedures.
    - b. Refer to Section 00700 – General Terms and Conditions, Article 10.7 for Liquidated Damages against Contractor.
  4. Final Acceptance requires, but is not limited to, the following:
    - a. Completion of Operation and Maintenance manuals.
    - b. Transference of warranties from the Contractor to the Owner.
    - c. Complete statutory 5 percent retainage obligations.
    - d. Completion of Record Drawings.
    - e. Complete all remaining obligations set forth in Section 01 78 00 – Closeout Procedures.

## **1.09 WARRANTY**

- A. The Work shall be warranted in accordance with Division 00 and Section 01 78 00 – Closeout Procedures.
- B. In addition, certain elements of the Work require extended warranties as defined within the technical sections in Divisions 02 through 40.
  1. Sample mandatory extended warranty documents are contained in Section 01 78 00 – Closeout Procedures.
- C. Warranty bond will be required from the Contractor.

## **1.10 CONTRACT DOCUMENTS AND AVAILABLE INFORMATION**

- A. Refer to Section 00700 – General Terms and Conditions Article 1.0 - Definitions for documents comprising the Contract Documents.
  - 1. Documents designated “Available Information” provided by the Owner are not part of the Contract Documents. Available Information documents are provided by the Owner for the Contractor’s information gathering and assessment activities.
    - a. Available Information is not warranted by any party.
    - b. Verify any information using the Contractor’s own procedures, processes, and means.
    - c. Reliance on the Available Information for decision-making associated with the Project will be at the Contractor’s risk.

## **1.11 AVAILABLE INFORMATION**

- A. The following documents are designated Available Information:
  - 1. Geotechnical and Groundwater Reports:
    - a. Dewatering Report, Factoria Recycling and Transfer Station, Prepared by Shannon & Wilson for the King County Solid Waste Division, October 19, 2012.
    - b. Basin-level Hydrologic Impact Study, Factoria Recycling and Transfer Station, Prepared by Shannon & Wilson for the King County Solid Waste Division, October 15, 2012.
    - c. Geohazards Critical Area Report, Factoria Recycling and Transfer Station, Prepared by Shannon & Wilson for the King County Solid Waste Division, March 27, 2012.
    - d. Revised Geotechnical Report, Factoria Recycling and Transfer Station, Prepared by Shannon & Wilson for the King County Solid Waste Division, June 11, 2012.
  - 2. Vehicles Accessing the Transfer Station (Attachment A of Section 01 14 00 – Work Restrictions).
  - 3. Drawings of existing HHW area and warehouses.
  - 4. Eastgate property related reports.
  - 5. Archaeological Assessment Report.
  - 6. AI Price Artwork Information.
  - 7. HHW Storage Lockers.
  - 8. Phase I Environmental Site Assessment of 13429 SE 30<sup>th</sup> Street, Bellevue, WA 98005.
  - 9. Visualization Models.
  - 10. Poem Glass Etching Artwork Renderings.

B. Geotechnical Available Information:

1. Owner has referred to reports prepared by Shannon & Wilson which are designated in Paragraph 1.11 A as Available Information documents.
2. The geotechnical information obtained from the reports is not part of these Contract Documents.
  - a. Boring logs for this Project are valid only as to the time and location of the investigation. Contractor shall proceed at its own risk for developing geotechnical interpretations beyond those parameters.
3. The geotechnical reports are not intended as King County's representation of geotechnical conditions, except for those conditions at the specific times and locations of the investigations.
4. The Contractor may make its own interpretations, deductions and conclusions using Available Information, and perform its own investigations after Notice to Proceed 2 as to the nature of the materials to be excavated, the difficulties of making and maintaining the required excavations and the difficulties of doing other work affected by geotechnical and hydrological conditions, and shall accept full responsibility therefore.
5. Owner does not warrant and specifically disclaims responsibility for the interpretation by Contractor of such geotechnical information.

**1.12 COORDINATION WITH OWNER'S OPERATIONS**

- A. The present Factoria Transfer Station will remain open to operations during the period from the Notice to Proceed 1 to completion of the Transition Period following Milestone 2.
- B. The new Factoria Recycling and Transfer Station constructed under Milestone 2 will be open for transfer and processing operations during Milestones 3 and 4.
- C. The Owner, with planning assistance from the Contractor, will transition operations from the existing Factoria Transfer Station and HHW to the new facilities (Factoria Recycling and Transfer Station and Administration Building and Fueling Facility) during the Transition Period following achievement of Milestone 2, and thereafter for the duration of the Contract will conduct transfer operations from the new facilities.
- D. Refer to Section 01 14 00 – Work Restrictions.
- E. Refer to the Drawings for traffic management details and requirements regarding the Owner's transfer station traffic including modifications to the existing road system to accommodate transfer station traffic and construction traffic.

**1.13 ACCESS TO OWNER'S CEDAR HILLS REGIONAL LANDFILL**

- A. Utilize the designated, marked "Contractor Entrance" gate.
  1. The location of the gate is provided in Attachment A to this Section.
- B. Coordinate truck trips with the facility hours.
  1. Refer to Section 01 14 00 – Work Restrictions.

- C. Coordinate deliveries on a daily basis with the landfill staff.
- D. Obey traffic regulations, and restrictions.
  - 1. Comply with posted speed limits inside and outside the facility gate.
  - 2. Do not deviate from the vehicular route indicated by the Owner.
- E. Do not attempt to enter the landfill facility main entrance.
  - 1. Contractor traffic inside the main entrance will be required to turn around, exit the entrance, and proceed back down the entrance road to the Contractor Entrance.
  - 2. Do not drive across the scales at the landfill scalehouse.
- F. Discharge loads in the areas indicated, and in the manner directed by the Owner personnel.

#### **1.14 PROJECT UTILITY SOURCES**

- A. Water Service: Contractor shall arrange and pay for metered temporary water service. Contractor shall not connect to existing water system except as specifically approved by the Project Representative.
- B. Fire Protection Service: Contractor shall make provisions for fire protection for its operations utilizing the existing water system and portable fire fighting equipment.
- C. Electrical Power: Contractor shall arrange and pay for temporary electrical service from PSE for all of its electrical power needs (including CM and Owner office trailers), supplemented as necessary with standby engine generators. Meter and pay for all electrical power and fuel required. Tire wash and other sedimentation control equipment specified in Section 31 25 00 – Soil Erosion and Sediment Control will be powered from an electrical service from PSE or engine generators.
- D. Telecommunications: Arrange and pay for telecommunications services as required in Section 01 50 00 – Temporary Facilities and Controls.
- E. Wastewater: Refer to Section 01 50 00 – Temporary Facilities and Controls.

#### **PART 2 – PRODUCTS – NOT USED**

#### **PART 3 – EXECUTION – NOT USED**

**END OF SECTION 01 10 00**





**SECTION 01 13 00  
ESCROW BEST AND FINAL OFFER (BAFO) DOCUMENTATION**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. This Section specifies the submittal, use, and preservation of highest ranked Finalist's (Contractor's and subcontractor's) Escrow BAFO Documentation, as defined herein at Section 1.03 below, (hereinafter also referred to as "BAFO Documentation," "BAFO Documents," or "Documents"). The BAFO Documents provided by the highest ranked Finalist shall be specific enough that a third person could look at the BAFO Documents and determine the costs for each Contract Specification Division. The BAFO Documentation shall identify field and home office overhead rate and profit. The highest ranked Finalist shall execute the enclosed Escrow BAFO Documentation Instruction Agreement and submit no later than the meeting to review the BAFO Documents as set forth in Paragraph 1.04 A.

**1.02 FINALIST RESPONSIBILITIES**

- A. The highest ranked Finalist shall submit a legible copy of any and all Escrow BAFO Documentation used to prepare the BAFO for this Contract as required by King County.

**1.03 ESCROW BAFO DOCUMENTATION DEFINITION**

- A. The terms "Escrow BAFO Documentation," "BAFO Documentation," and "BAFO Documents" as used in this Section include but are not limited to the following documents:
1. Pricing from subcontractors, suppliers, subconsultants, and materialmen with any and all backup documentation.
  2. Takeoff sheets, cut sheets, and any and all backup documentation.
  3. Any charts, spreadsheets, drawings, scope of work narratives or outlines, photographs, and any other documentation or data compilations which contain or reflect any information, data, and calculations compiled to, referred to, related to, and/or used to:
    - a. Estimate and/or prepare the BAFO.
    - b. Estimate productivity, types of equipment and materials, and manpower.
    - c. Estimate, determine, evaluate, and/or compare equipment rates, labor rates, efficiency or productivity factors, and overhead and profit rates.
  4. Any survey notes or calculations, and/or site visit notes or documents.

5. Any manuals, books, and/or reference guides used in determining the BAFO for this Contract. If such manuals, books, and/or reference guides are standard in the industry, they may be included in the BAFO Documentation by reference provided the reference includes the title, edition, publication date, and author. At the request of King County, the Finalist shall provide a copy of the manuals, books, and reference guides at no cost to King County.
- B. If the highest ranked Finalist provides rolled up take off sheets or electronic data for any aspect of the Escrow BAFO Documentation, the highest ranked Finalist must also provide the backup documentation supporting the rolled up take off sheets and electronic data.
- C. The highest ranked Finalist shall provide the Escrow BAFO Documentation as defined in Paragraph 1.03 A for all subcontractors, suppliers, and materialmen.
- D. The term Escrow BAFO Documentation does not include the request for proposal documents provided by King County for use by the highest ranked Finalist in preparing their proposal and BAFO on this Contract.
- E. Unsuccessful Finalists shall not destroy, throw away, write over any Escrow BAFO Documentation or any other documentation used in, referenced, referring to the Finalist's BAFO until the return of the Finalist's bid bond by King County.

#### **1.04 DELIVERY OF BAFO DOCUMENTATION TO THE OWNER**

- A. After being notified of status, the highest ranked Finalist shall submit BAFO Documentation to:

Darren R. Chernick, Contract Specialist  
King County Procurement and Contract Services Section  
401 Fifth Avenue  
3rd floor, Chinook Building  
Seattle, Washington 98104

- B. Escrow BAFO Documentation shall be submitted as follows:
  1. All Escrow BAFO Documentation shall be in folder(s) or three-ring binder(s). The folder(s) or three ring binder(s) shall be clearly marked "Escrow BAFO Documentation - Contract No. C00678C12" and shall contain the highest ranked Finalist's name, contact person, phone number, and date of submittal. Such Escrow BAFO Documentation shall be kept by King County Procurement and Contract Services Section (PCSS) in a separate sealed container for the duration of the Contract.

2. Highest ranked Finalist shall mark any of all of pages of the BAFO Documentation it considers proprietary or confidential accordingly. Such information will be treated as such by King County; however, King County cannot insure that this information would not be subject to release pursuant to a public disclosure request. In the event King County receives a request for such information, King County will immediately advise the highest ranked Finalist and will not release the marked documents for a period of not less than ten days in order to give the highest ranked Finalist 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.
- C. Highest ranked Finalist shall include with their Escrow BAFO Documentation an affidavit signed under oath by an individual authorized by the highest ranked Finalist to execute proposals, bids and contracts.
1. The affidavit shall list each document with sufficient specificity and reference page number(s) so that a comparison can be made between the list, the Contract specification numbers, and the BAFO Documentation to ensure that all Escrow BAFO Documentation listed in the affidavit has been enclosed and that all documentation has been provided to King County.
  2. The affidavit shall state that the affiant has personally examined the Escrow BAFO Documentation and that any and all documentation that was used in preparing the BAFO and that supports how the BAFO price was calculated was provided to King County.
- D. Documents listed in the affidavit but not included in the folder(s) or three ring binder(s) through error or oversight by the highest ranked Finalist shall be submitted to King County within two business days after notification from King County that BAFO Documentation is missing or within two business days after the highest ranked Finalist becomes aware of the error.
- E. Prior to Contract execution, King County and the selected highest ranked Finalist shall meet to review the BAFO Documentation to ensure the submitted BAFO Documentation satisfies the requirements of this Section 01 13 00.
- F. If King County determines that the Escrow BAFO Documentation is illegible, not electronically accessible, or not submitted in accordance with this section, the highest ranked Finalist shall:
1. Provide legible copies of the BAFO Documentation.
  2. Supply the software necessary to access the BAFO Documentation.
  3. Comply with the requirements of this section within two business days of King County's request.

- G. If King County believes that the highest ranked Finalist has not provided all Escrow BAFO Documentation, the Highest ranked Finalist must, within two business days of King County's request, supply additional documentation or an explanation as to why the documentation does not exist.
- H. Failure to submit Escrow BAFO Documentation within the times prescribed, failure to be cooperative with King County in providing the BAFO Documentation, and destruction of BAFO Documents is just reason for a Highest ranked Finalist to be found not responsible and King County may reject the Highest ranked Finalist as not responsible.

**1.05 USE OF BAFO DOCUMENTATION**

- A. The highest ranked Finalist/Contractor agrees the Escrow BAFO Documentation shall contain all documentation used in preparing the BAFO. No other BAFO Documentation concerning the Contractor's calculation of its BAFO shall be utilized by the Contractor during disputes and/or litigation of claims brought by the Contractor arising out of this Contract, unless otherwise approved by King County.
- B. The Escrow BAFO Documentation may be reviewed and used by King County to determine the Contractor's BAFO 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.
- C. King County may copy the Escrow BAFO Documents and may provide the working copy(s) to King County personnel, agents, or consultants. King County, its agents, and consultants, may maintain such working copies of the BAFO Documents and at the request of Project Representative, all copies of Escrow BAFO Documents will be returned to PCSS or destroyed.
- D. If a Disputes Review Board (DRB) or mediator is used to resolve disputed claims, the DRB members and/or mediator shall have unrestricted use and access to the Escrow BAFO Documentation 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 returned to PCSS at the conclusion of the DRB or mediation process.

**PART 2 – PRODUCTS – NOT USED**

**PART 3 – EXECUTION – NOT USED**

**END OF SECTION 01 13 00**

## ESCROW BAFO DOCUMENTATION AGREEMENT

Public Body: King County

Contract No.: C00678C12

Project Name: Factoria Recycling and Transfer Station Replacement Project

Estimated Contract Completion Date: \_\_\_\_\_

This Agreement is for the retention of Escrow BAFO Documentation submitted in accordance with Section 01 13 00, Contract No. C00678C12 by \_\_\_\_\_ (“Contractor”), the company hired by King County Department of Natural Resources and Parks (“King County”) to perform all the work associated with the Project named above.

Pursuant to Contracts Documents, the parties agree to the following conditions of this escrow agreement:

### A. DURATION AND USE OF BAFO DOCUMENTATION

1. The Escrow BAFO Documentation and affidavit shall remain 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 and Contract Service Section (PCSS), 30 days after whichever event occurs later: (1) the payment of retention, or (2) the issuance of final acceptance and resolution of all claims, disputes and/or litigation.
2. The Escrow BAFO Documentation may be used to determine the Contractor’s BAFO 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, Claims or for any other reason related to or arising out of this Contract. Pursuant to the Contract, Section 01 13 00, King County may copy the Escrow BAFO Documents and utilize such copies.
3. For purposes of protecting the Escrow BAFO Documents maintained within PCSS, King County and the Contractor shall each designate a maximum of three authorized representatives that may access the Escrow BAFO Documents maintained at PCSS. Such designations shall be by letter to the other party and PCSS. The Contractor and/or King County may change the authorized representatives with written notice to PCSS and carbon copying the other party. Unless PCSS receives a letter from one of the Contractor’s authorized representatives authorizing access to King County without the presence of a Contractor’s authorized representative, the presence of both an authorized representative from King County and the Contractor shall be required to gain access to the Escrow BAFO Documentation located at PCSS. At no time shall the Contractor have access to the Escrow BAFO Documents and affidavit located at PCSS without the presence of a King County authorized representative. Following each examination, the Escrow BAFO Documentation will be returned to PCSS.
4. Paragraph 3, above, does not apply when King County or Contractor accesses their working copies of the Escrow BAFO Documentation.

B. AUTHORIZED REPRESENTATIVES

1. For the Contractor are:

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

2. For King County are:

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

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

1. If the Contractor fails or refuses to allow King County to access, examine, copy, and/or maintain a copy of the Escrow BAFO Documentation, the parties agree that:

a. PCSS shall provide access to the Escrow BAFO Documentation to King County if King County provides a declaration and supporting documentation showing that:

i. King County provided the Contractor with a minimum of 24-hour written notice of its intent to access and/or copy the Escrow BAFO Documentation;

ii. King County provided timely written notice to the Contractor regarding access to the Escrow BAFO Documentation;

iii. the Contractor has either failed to acknowledge notice of King County's request, is refusing to allow King County access to the Escrow BAFO Documentation, or is refusing to allow King County to access the Escrow BAFO Documentation and it has been more than two days (48 hours) since King County provided notice of its intents to access the Escrow BAFO Documents.

b. An employee from PCSS shall be present when King County accesses the Escrow BAFO Documentation to ensure the authenticity of the Escrow BAFO Documentation.

Contractor

King County

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

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

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**SECTION 01 14 00  
WORK RESTRICTIONS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section includes the following:

1. Contractor responsibilities to not disrupt or interfere with concurrent operations of Owner's transfer station.
2. Use of site.
3. Work prohibitions and restrictions.
4. Prescribed work hours.
5. Public exclusion areas.
6. Access to site.
7. Protection of existing facilities.

B. Related Sections:

1. Section 00800 – Supplemental Terms and Conditions – Project Labor Agreement.
2. Section 01 50 00 – Temporary Facilities and Controls.
3. Section 01 55 00 – Traffic Controls.

**1.02 REFERENCES**

- A. City of Bellevue Municipal Code.
- B. King County Code (KCC).
- C. Revised Code of Washington (RCW) – Chapter 70.107 – Noise Control.
- D. Washington Administrative Code (WAC) 173-60 – Maximum environmental noise levels.
- E. WAC 296-24-960 – Working on or near exposed energized parts.

**1.03 DEFINITIONS**

A. Limits of Construction:

1. The boundary beyond which no construction is allowed.
2. The Limits of Construction are as indicated on the Drawings.

B. Staging Areas: Those areas where the Contractor and its subcontractors and suppliers shall store and stage all equipment, offices, parking, materials and supplies to perform and complete the Work under this Contract.

## 1.04 PERFORMANCE

- A. Contractor responsibilities to not disrupt or interfere with concurrent operations of Owner's transfer station:
1. The existing Factoria Transfer Station will remain open to transfer operations through completion of the Transition Period following issuance of the Certificate of Substantial Completion of Milestone 2 at which time all operations will have shifted to the new Transfer and Administration Buildings and the new Fueling Facility.
    - a. Commercial haulers will be using the existing facility west tipping floor and self-haul customers will be using the east tipping floor during the hours of operation indicated in Paragraph 1.04 B. 5.
    - b. The current approximate typical hourly distribution of commercial hauler (CH) and self-haul (SH) traffic for weekdays and weekends are provided in Attachment A to this Section. This Attachment A is provided as Available Information only in accordance with Section 01 10 00 – Summary of Work.
  2. During the Transition Period, transfer operations will shift to the new Transfer and Administration Buildings and the new Fuel Facility and all customer traffic will shift to the temporary access road.
    - a. SHs and CHs will access the new facilities by the temporary access road.
    - b. King County transfer trailers will access the new Transfer Building by the new North Entrance Road off of SE 30<sup>th</sup> Street, with the parking area for empty trailers located north of the Transfer Building as shown on the Drawings. Full trailers will be parked in the lower level of the Transfer Building, and will leave the site on the new North Entrance Road.
  3. The existing scale facility shall remain in operation.
  4. Continuously consult with the Project Representative in implementation of the Owner-provided Traffic Management Plan shown on the Drawings, to ensure Owner's operations and access are not hindered or disrupted.
    - a. Provide the Project Representative with written notice not less than seven (7) calendar days in advance of any work activities by the Contractor which could interfere or disrupt Owner's operations or access to transfer station.
    - b. Interference shall be determined by the Project Representative on the basis of the Contractor's compliance with the requirements of the Owner provided Traffic Management Plan.
      - 1) In the event of such actual or potential disruption or interference, the Project Representative will consult with the Contractor to arrive at an alternative satisfactory to the Owner.

- c. The Owner will provide flaggers for any work requiring flaggers within the fenced active transfer station operating area as shown on the Drawings.
    - 1) Provide the Project Representative with not less than seven (7) calendar days written notice of work that will require Owner flaggers.
  - d. Provide flaggers for any work requiring flaggers outside the fenced active transfer station operating area as shown on the Drawings.
- B. Work Restrictions:
1. The Contractor shall only enter and exit the Site as indicated on the Drawings.
    - a. Access to the Site directly from the scale facility is prohibited and no crossing of the Owner's scales is allowed.
    - b. Any alternative entering and exiting arrangements desired by the Contractor shall be submitted in writing to the Project Representative not less than seven (7) calendar days prior to Contractor's need. Such requests may be approved at the sole discretion of the Project Representative.
    - c. The Contractor shall mobilize all equipment and trucks only through the required construction access indicated on the Owner-provided Traffic Management Plans in the Drawings.
    - d. Limit vehicle speed to ten (10) mph on the Site.
  2. The Contractor is prohibited from disposing of construction debris and land clearing debris at the Site.
  3. The Contractor shall only enter and exit Cedar Hills Regional Landfill through the Contractor Entrance, unless otherwise directed by the Project Representative.
    - a. Cedar Hills Regional Landfill is located at 16645 228<sup>th</sup> Avenue SE, Maple Valley, Washington 98038.
    - b. The Contractor shall coordinate Contractor Entrance gate security with the Project Representative, including Contractor provision of locks and chains.
    - c. During periods when heavy mud is encountered on the landfill, the Project Representative may direct the Contractor to use the Cedar Hills Regional Landfill Owner tire wash when exiting the landfill site, which may result in the Contractor exiting the King County Solid Waste Division Entrance.
    - d. Contractor vehicles and equipment shall yield right of way to all King County traffic.
    - e. Contractor vehicles and equipment shall observe the following speed limits at Cedar Hills Regional Landfill:
      - 1) 15 MPH on paved roads in the vicinity of the King County Operations Buildings and on roads posted as walking trails.

- 2) 10 MPH on non-asphalt roads.
- 3) 25 MPH elsewhere.
- 4. Schedule, coordinate and conduct work periods to comply with requirements of permits and the authorities having jurisdiction.
- 5. The hours King County allows customers to enter the transfer station will generally be as follows and are subject to change:
  - a. Refuse Disposal
    - 1) From 6:30 AM to 4:00 PM Monday through Friday.
    - 2) From 8:30 AM to 5:30 PM Saturday and Sunday.
    - 3) The Contractor shall assume the operating hours are approximately a half and hour before and after the hours listed above.
  - b. Household Hazardous Waste Collection:
    - 1) From 8:00 AM to 4:00 PM Tuesday through Friday.
    - 2) From 9:00 AM to 5:00 PM Saturday and Sunday.
- 6. Noise Production:
  - a. Comply with State of Washington statutory prohibitions and rules regarding construction-generated noise production including but not limited to Chapter 70.107 RCW, and WAC 173-60.
  - b. Comply with KCC prohibitions (identify source) and rules regarding construction-generated noise (KCC Chapter 12.88).
  - c. Comply with Conditional Use Permit and Critical Areas Land Use Permit Approval dated January 4, 2013.
    - 1) Exceptions to the construction noise hours limitation may be granted pursuant to Bellevue City Code (BCC) 9.18.020C.1 when necessary to accommodate construction which cannot be undertaken during prescribed work hours. Written requests for exemption from the Noise Control Code must be submitted to the City of Bellevue a minimum of two weeks prior to the scheduled onset of extended hour construction activity per the requirements of BCC 9.18.020 and 040.
  - d. Be responsive to the requirements of the authority having jurisdiction, specifically the City of Bellevue.
    - 1) Comply with City of Bellevue Ordinance No. 4996.
  - e. Review noise production conditions with the Project Representative periodically to make necessary adjustments to mitigate noise impacts.
- C. Prescribed Work Hours:
  - 1. Within the Construction Limit Areas indicated on the Drawings:
    - a. Daily hours of 7:00 AM to 6:00 PM weekdays and 9:00 AM to 6:00 PM on Saturday, providing the work complies with all ordinances and permits.

- 1) Eight (8) HRS shall constitute a standard work day. Five days, Monday through Friday, shall constitute a standard work week. Standard shift workday shall be worked between the hours of 7:00 AM to 6:00 PM Monday through Friday for first shift with one-half hour unpaid lunch period. If a Saturday shift is required, work performed shall be between the hours of 9:00 AM to 6:00 PM at the applicable overtime rate. The Contractor may vary the start time to take advantage of daylight hours, weather conditions or shifts, to permit an even and manageable flow of workers to the jobsite. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week. Notification of change in hours of work will be given to the Union in writing five (5) days prior to implementation. Work hours shall be uniform for all crafts.
  - 2) A Contractor may elect to work a four ten-hour day schedule ("4/10"), Monday through Thursday or Tuesday through Friday. Ten (10) hours, between 7:00 AM and 6:00 PM, shall constitute a workday on a 4/10 schedule. Any 4/10 schedule must be worked for a minimum of two (2) weeks. The Contractor shall contact the PLA Administrator and the Union to notify them of which shift they will be using.
  - 3) The Contractor and its Sub-contractors will schedule an unpaid meal period of not more than one-half (1/2) HR duration at the work location approximately at the midpoint of the scheduled work shift.
- b. Provide the Project Representative two (2) weeks advance written notice of Contractor's intended work areas and/or change in work hours. Owner requires this information to schedule the Construction Manager's field activities and to alert the permitting agencies and station customers to the planned hours of construction activity.
  - c. Work activities that require inspection by the City of Bellevue, Puget Sound Energy, and any agencies other than the Owner, shall be scheduled and coordinated through the Project Representative for the hours between 8:00 AM to 4:00 PM on weekdays, unless prior approval from the affected agency is obtained in advance.
  - d. Work outside the daily hours of 7:00 AM to 6:00 PM weekdays and work on Saturday and Sunday shall be coordinated with the Project Representative at least two (2) weeks in advance to allow coordination of inspection coverage of the work.
2. Within the Cedar Hills Regional Landfill:
    - a. Access to Cedar Hills Regional Landfill shall be available seven (7) days per week.
    - b. Do not leave trucks on access roads nor at the entrance road to the Cedar Hills Regional Landfill overnight.

D. Staging Areas:

1. Locations:

- a. The Contractor is responsible to identify the staging areas within the Limits of Construction, or other areas but not on the Owner's transfer station property currently in operation except as shown on the Drawings.
  - b. Staging areas are for the Contractor's own use in staging equipment, trucks, work trailers and supplies and other work.
2. Contractor's use of the staging areas shall not disrupt or interfere with the operation or access to the transfer station.
  3. Do not utilize the entrance road or scale facility area for unloading, staging and storage of any items, materials, and equipment.

E. Work Area Separation:

1. The construction areas shall be separated from the fenced active operating transfer station as shown on the Drawings, for the duration of the Contract, by means of protective and exclusionary devices and appropriate signage, including but not limited to fences and gates.
  - a. The exact locations of the protective and exclusionary devices need to be modified periodically by the Contractor during construction to accommodate the Owner's existing operations with no interruption.
    - 1) Provide continuous coordination with the Project Representative.
    - 2) Unless otherwise agreed by the Owner, provide 24 HRS prior written notice to the Project Representative before relocation of protective and exclusionary devices.
2. The Contractor shall post appropriate signs delineating the work areas in a format acceptable to the Project Representative.
  - a. Maintain posted signs in good serviceable condition.
  - b. Replace damaged or missing signs promptly.
  - c. Refer to Section 01 50 00 – Temporary Facilities and Controls.
3. Remove and store protective and exclusionary devices inside designated staging areas indicated on the Drawings when directed by the Project Representative.

F. Parking:

1. Comply with the provisions of the Owner accepted Traffic Management Plans.
2. The Contractor is responsible to park so as to not disrupt or interfere with access to, or operation of, the active transfer station.
3. The Contractor is required to park in compliance with City of Bellevue requirements.

4. Failure of the Contractor to abide by the requirements on site parking may result in Contractor and subcontractor vehicles being immediately towed, refused access in the future, or otherwise restricted access as determined appropriate by the Project Representative; the Contractor shall not be entitled to additional compensation on the basis of vehicle removal and exclusion restrictions imposed by the Project Representative.

G. Protection of Existing Facilities:

1. Take all necessary steps to plan and execute work so as not to damage or disrupt existing facilities and utilities.
2. Report any damage to existing facilities and utilities caused by Contractor's operations immediately to the Project Representative.
3. Repair, restore or replace any facilities damaged by Contractor's operations to the satisfaction of the Project Representative at no cost to the Owner.

H. Intermittent use of Site by Third Parties:

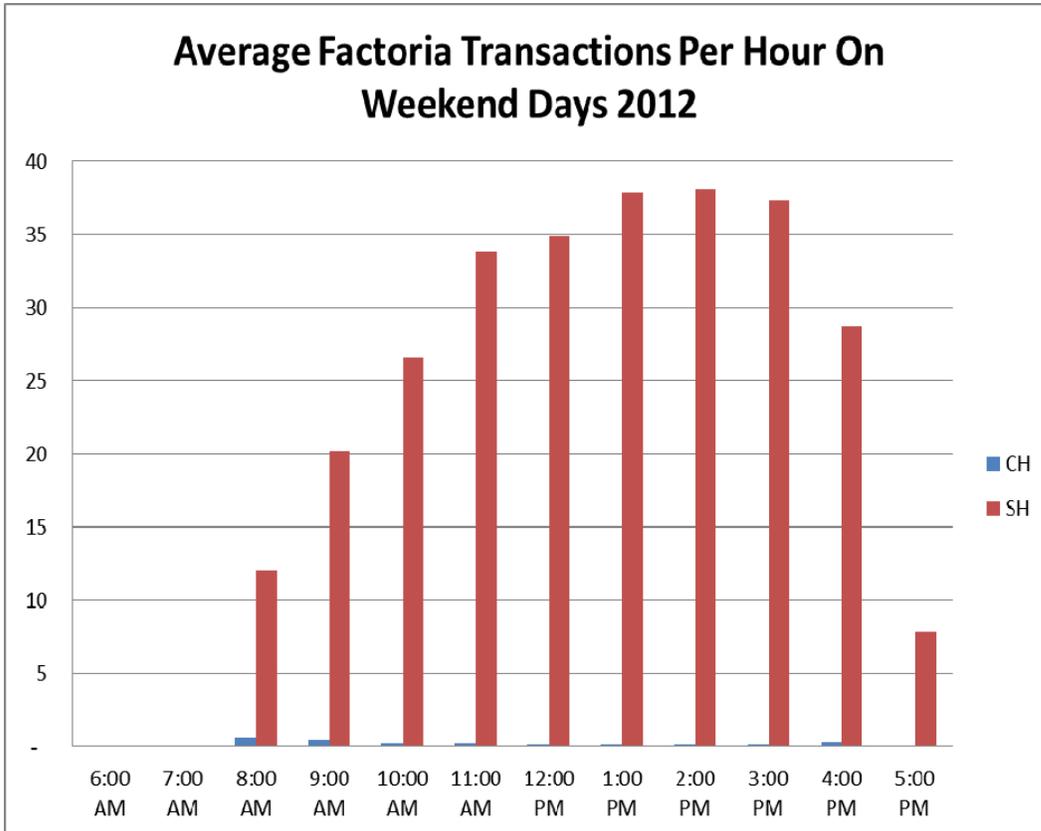
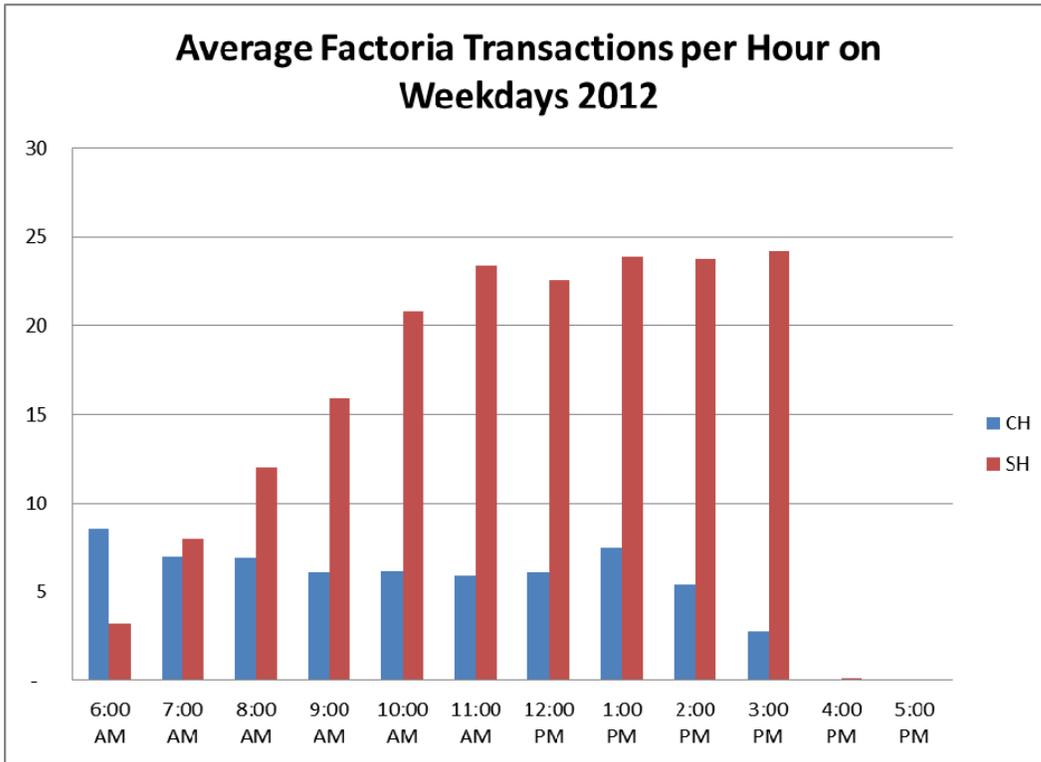
1. Contractors shall coordinate its Work with supply and service vehicles in support of on going transfer station operations.

**PART 2 – PRODUCTS – NOT USED**

**PART 3 – EXECUTION – NOT USED**

**END OF SECTION 01 14 00**

**Attachment A**



**SECTION 01 20 00  
PAYMENT PROCEDURES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes the following:
  - 1. Example Schedule of Values.
  - 2. Liquidated Damages.
  - 3. Progress payments.
  - 4. Progress payment supporting materials.
  - 5. Resubmittal of progress payment applications.
  - 6. Conditions necessary for payment.

**1.02 DEFINITIONS**

- A. Schedule of Values:
  - 1. Meaning in accordance with Section 00700 – General Terms and Conditions, Article 4.2 of General Terms and Conditions.

**1.03 SCHEDULE OF VALUES**

- A. Submit the Schedule of Values not later than three (3) weeks following issuance of Notice to Proceed 1 – Preconstruction Phase.
- B. Software: Microsoft Excel 2010 or more recent; no other software will be permitted.
- C. Format:
  - 1. Develop a Schedule of Values format acceptable to the Project Representative, and that provides an effective tool for establishing monthly progress payment amounts and calculating earned value by the Project Representative.
  - 2. In general, indicate work in the same Work Breakdown Structure used for the Baseline Schedule and further divided among the project Work milestones.
  - 3. An example Schedule of Values format is included in the attachment at the end of this Section only to provide a starting point for development of a practical and efficient Schedule of Values.
  - 4. Allocate costs to the Schedule of Values items consistent with the scope of work associated with the line item.
    - a. Breakdown costs, itemized by Specification Section and trade, and distribute cost to individual applicable Cost Items.
    - b. Where structures, units, equipment or other components are identified by a specific series or, identification number, utilize said designation throughout schedule of values.

- D. Prorate overhead and profit to the activities.
  - 1. Each item in the Schedule of Values, and Applications for Payment, are to be complete, including its proportional share of supervision, general overhead and profit margin.
  - 2. Do not include state retail sales tax. Washington State Sales Tax (WSST) will be calculated by the Owner.
    - a. Except for that portion of the Work which is identified by Owner as Washington State Tax Rule 171 work.
- E. Round activity values to the nearest hundred dollars (\$100).
- F. Updates of the Schedule of Values:
  - 1. Provide coordinated Schedule of Values accompanying each Monthly Update Schedule, including approved Changes, for review and approval by the Project Representative.
  - 2. Show Change Orders as individual line items.
  - 3. Show the calculation to obtain the total, incorporating the authorized Change Order or Change Orders.
- G. On a monthly basis, coordinate the Schedule of Values with Monthly Update Schedules developed in accordance with Section 01 32 20 – Scheduling, including approved Changes.
  - 1. List each Change separately.
  - 2. Break down Changes into amounts, and items, which can be used effectively to evaluate current and subsequent Applications for Payment.

**1.04 LIQUIDATED DAMAGES**

- A. The Liquidated Damage amounts, set forth in this Section, will be assessed for Contractor’s failure to achieve Substantial Completion for each Milestone within the Contract, and for Final Acceptance.
- B. Milestone 1 – Preconstruction Phase:
  - 1. The Liquidated Damages reduction to the Contract Price for failure to reach Milestone 1 is \$750 per calendar day, starting on the first calendar day after the contractual date established for Milestone 1.
- C. Milestone 2 – Completion of Phases 1 and 2:
  - 1. The Liquidated Damages reduction to the Contract Price for failure to reach Milestone 2 is \$3,500 per calendar day, starting on the first calendar day after the contractual date established for Milestone 2.
- D. Milestone 3 – Completion of Phases 3 and 4:
  - 1. The Liquidated Damages reduction to the Contract Price for failure to reach Milestone 3 is \$3,500 per calendar day, starting on the first calendar day after the contractual date established for Milestone 3.
- E. Milestone 4 – Project Closeout:
  - 1. The Liquidated Damages reduction to the Contract Price for failure to reach Milestone 4 - Project Closeout is \$150 per calendar day, starting on the first calendar day after one hundred twenty (120) calendar days following issuance of the Certificate of Substantial Completion for Milestone 3.

## 1.05 PROGRESS PAYMENTS

A. Progress Payments will be made on the basis of the following pay items (This is not the breakdown to be provided by Proposers/Finalists for RFP and BAFO Price Proposals):

1. Cost Item 1 – Factoria Recycling and Transfer Station:
  - a. Perform all work as specified or shown in the Contract Documents to construct the Factoria Recycling and Transfer Station, including placement and compaction of preload material and other earthwork, as Cost Item 1 except for work specifically indicated as work of Cost Items 2 through 14.
  - b. The lump sum price for Cost Item 1 shall be full compensation for all direct and indirect costs, quality control testing, expenses and profit associated with the work covered under this cost item.
  - c. Cost Item 1 shall be Lump Sum (LS).
  - d. The work of Cost Item 1 will not be measured.
  - e. A Fuel Price Adjustment shall not apply to the work of Cost Item 1.
  - f. A Steel Price Adjustment as defined in Section 01 21 00 – Allowances shall apply to the work of Cost Item 1.
2. Cost Item 2 – Trench Excavation Safety System Construction:
  - a. Provide Trench, Excavation Safety System Construction in compliance with WAC 296-155 Part N, Excavation, Trenching and Shoring and RCW 49.17, Washington Industrial Safety and Health Act, for excavations associated with the Work. The cost of these safety systems shall not be considered incidental to any other Bid Item and any attempt to include the trench safety systems as an incidental cost is prohibited. The lump sum price shall be full compensation for all costs associated with the work covered under this bid item.
  - b. Cost Item 2 shall be Lump Sum and shall not be less than seventy thousand dollars (\$70,000) and shall be full compensation for all direct and indirect costs, expenses and profit associated with the work covered under this cost item.
  - c. The work of Cost Item 2 will not be measured.
  - d. A Fuel Price Adjustment shall not apply to the work of Cost Item 2.
  - e. A Steel Price Adjustment shall not apply to the work of Cost Item 2.
3. Cost Item 3 – Removal of Excess Cut Materials, as defined in Section 31 23 00 – Earthwork.
  - a. Perform excavation, hauling and disposal of Excess Cut Materials as Cost Item 3. The unit price shall be full compensation for all costs incurred for excavation, loading hauling vehicles, hauling, weighing and disposal.
    - 1) Demolition waste haul and disposal is included under Cost Item 1 and is not eligible for payment under Cost Item 3.

- b. Cost Item 3 shall be unit price for each ton of material removed and the unit price shall be full compensation for all direct and indirect costs, expenses and profit associated with the work covered under this cost item.
  - c. Measurement shall be by weight in accordance with the documentation and hauling requirements of Section 31 23 00 – Earthwork.
    - 1) The estimated quantity of Excess Cut Material expected for this work is 21,000 tons.
  - d. A Fuel Price Adjustment as defined in Section 01 21 00 – Allowances shall apply to the work of Cost Item 3.
  - e. A Steel Price Adjustment shall not apply to the work of Cost Item 3.
4. Cost Item 4 – Imported Material.
- a. Perform placement of fill and backfill in areas as shown on the Drawings. The unit price shall be full compensation for all costs incurred for the purchase, delivery, stockpiling, handling, placement, compaction, and testing of imported soil.
  - b. Cost Item 4 shall be unit price for each cubic yard of fill and backfill placed and compacted. The unit price shall be full compensation for all direct and indirect costs, expenses and profit associated with the work covered under this cost item.
  - c. Measurement will be by volume, as measured in place.
    - 1) The estimated quantity of Imported (Borrow) Fill and Backfill expected for this work is 57,000 CY.
  - d. A Fuel Price Adjustment as defined in Section 01 21 00 – Allowances shall apply to the work of Cost Item 4.
  - e. A Steel Price Adjustment shall not apply to the work of Cost Item 4.
5. Allowances (Cost Items 5, 6, 7, 8, 9, 10, and 11) shall be in accordance with Section 01 21 00 – Allowances.
6. Cost Item 12 – Removal of Unsuitable Material, as defined in Section 31 23 00 – Earthwork.
- a. Perform excavation, hauling and disposal of Unsuitable Material as Cost Item 12. The unit price shall be full compensation for all costs incurred for excavation, loading hauling vehicles, hauling, weighing and disposal.
    - 1) Demolition waste haul and disposal is included under Cost Item 1 and is not eligible for payment under Cost Item 12.
  - b. Cost Item 12 shall be unit price for each ton of material disposed and the unit price shall be full compensation for all direct and indirect costs, expenses and profit associated with the work covered under this cost item.

- c. Measurement shall be by weight in accordance with the documentation and hauling requirements of Section 31 23 00 – Earthwork.
    - 1) The estimated quantity of Unsuitable Material expected for this work is 252,000 tons.
  - d. A Fuel Price Adjustment as defined in Section 01 21 00 – Allowances shall apply to the work of Cost Item 12.
  - e. A Steel Price Adjustment shall not apply to the work of Cost Item 12.
7. Cost Item 13 – Quarry Spalls Backfill where directed by Project Representative to replace unsuitable material in accordance with requirements of Section 31 23 00 - Earthwork.
- a. Perform placement of quarry spalls backfill in areas where unsuitable material is removed at the direction of the Project Representative. The unit price shall be full compensation for all costs incurred for the purchase, delivery, stockpiling, handling, placement and compaction of each layer of quarry spalls.
  - b. Cost Item 13 shall be unit price for each ton of Quarry Spalls Backfill placed to replace unsuitable material and the unit price shall be full compensation for all direct and indirect costs, expenses and profit associated with the work covered under this cost item.
  - c. Measurement shall be by weight in accordance with the documentation and hauling requirements of Section 31 23 00 – Earthwork.
    - 1) The estimated quantity of Quarry Spalls Backfill expected to replace unsuitable material is 2,000 tons.
      - a) Cost Item 13 does not include quarry spalls used for work other than to replace unsuitable material.
  - d. A Fuel Price Adjustment shall as defined in Section 01 21 00 – Allowances shall apply to the work of Cost Item 13.
  - e. A Steel Price Adjustment shall not apply to the work of Cost Item 13.
8. Cost Item 14 – Rule 171 Work:
- a. Perform all work as specified or shown in the Contract Documents to construct road, landscaping, and utility system work allowable under WAC 458-20-171 within the right-of-way of SE 30th Street.
  - b. The lump sum price for Cost Item 14 shall be full compensation for all direct and indirect costs, expenses and profit associated with the work covered under this cost item.
  - c. Cost Item 14 shall be Lump Sum (LS).
  - d. The work of Cost Item 14 will not be measured.
  - e. A Fuel Price Adjustment shall not apply to the work of Cost Item 14.
  - f. A Steel Price Adjustment shall not apply to the work of Cost Item 14.

- B. Submit Applications for Payment in accordance with Section 00700 - General Terms and Conditions, Article 7.0, Payment and Completion.
- C. Sign by authorized representative of the Contractor.
- D. With the exception of Cost Item 14, do not include state retail sales tax. Washington State Sales Tax (WSST) will be calculated by the Owner for all other Bid Items.

**1.06 PROGRESS PAYMENT SUPPORTING MATERIALS**

- A. Provide in a consistent organization month to month following the outline in the Construction Administration Plan.
- B. Include the following types of information:
  - 1. Percentage complete of cost-loaded items on the Baseline Schedule.
  - 2. Current status Schedule of Values.
  - 3. Hours worked and workforce identification, together with any staffing codes, and experience or pay grade levels.
  - 4. Updated Monthly Earned Value Calculation and Graphs.
  - 5. Updated Monthly Production Reports.
  - 6. Paid equipment lists and rental agreements.
  - 7. Paid receipts to support payment for materials on hand.
  - 8. Materials orders.
  - 9. Monthly updated LEED® documentation checklist.
  - 10. Projection of monthly progress payment amounts for the duration of the Work.
  - 11. Fuel and Steel Price Adjustment:
    - a. Provide calculations and documentation for Fuel and Steel Price Adjustment as specified in Section 01 21 00 – Allowances.
  - 12. Work Purchased but not Installed:
    - a. Provide separate line items on the Application for Payment.
    - b. Identify the location, and disposition of materials, products, fabrications, and equipment as of the date of the Application for Payment.
    - c. Provide invoices and receipts.
    - d. Provide an insurance certificate or a copy of the bond from the bonded warehouse storing the material.
    - e. Provide photograph documentation.
    - f. Identify exact material; include quantity and measurement unit.

**1.07 RESUBMITTAL OF PROGRESS PAYMENT APPLICATIONS**

- A. Should the Project Representative determine an Application for Payment is incomplete, improperly executed, or incorrect, it may be returned to the Contractor for resubmittal.

- B. Revise and resubmit in accordance with provisions of this Section.
- C. Processing of the resubmittal will begin when required revisions have been submitted, and are deemed fully documented for review by the Project Representative.
- D. Comply with instructions provided by the Project Representative identifying required revisions.

**1.08 CONDITIONS NECESSARY FOR PAYMENT**

- A. Failure to comply with the requirements of this Section will be cause for delay in review and acceptance of the Application for Payment as defined in the Contract.
- B. The Monthly Update Schedule identified in Section 01 32 20 – Scheduling, and is required to accompany Applications for Payment as a condition of receiving payment for Work accomplished each payment period.
- C. Record Drawings: Maintaining Record Drawings up to date.
- D. The following criteria must be met prior to Authorization for Payment of several specific activities:
  - 1. Mobilization:
    - a. For the purposes of this Contract, Mobilization shall mean the Contractor has received Notice to Proceed 1, has established the Construction Office Trailers including utility hookups and all interior equipment and furnishings, has moved its primary construction equipment on site and is ready to proceed with construction operations. The maximum amount for Mobilization shall not exceed two (2) percent of the Contract Price.
    - b. When five (5) percent of the original Contract Price is earned, from Contract items, excluding amounts due or paid for Materials on Hand, fifty (25) percent of the amount allowed for mobilization will be paid.
    - c. When ten (10) percent of the original Contract Price is earned, from Contract items, excluding amounts due or paid for Materials on Hand, seventy-five hundred (75) percent of the amount allowed for mobilization will be paid.
    - d. When twenty (20) percent of the original Contract Price is earned, from Contract items, excluding amounts due or paid for Materials on Hand, one hundred (100) percent of the amount allowed for mobilization will be paid.
  - 2. Demobilization:
    - a. For the purposes of this Contract, demobilization shall mean the Contractor has received the Certificate of Substantial Completion for Milestone 3 Work, has removed the Construction Office Trailers including utility hookups and all interior equipment and furnishings, has removed its primary construction equipment on site and no longer has a physical presence on the Site. The maximum amount for demobilization shall not be less than one half of one (0.5) percent of the Contract Price.

- b. When the conditions specified above for demobilization have been met one hundred (100) percent of the amount allowed for demobilization will be paid.
- 3. Final Acceptance Payment:
  - a. When the Certificate of Final Acceptance is provided the final two (2) percent of the Contract Price will be paid by the Owner.
    - 1) This will apply only if the Owner and the Contractor agree to a retainage bond.

**1.09 LANDSCAPE ESTABLISHMENT BOND**

- A. Landscape establishment bond shall be in accordance with King County, state of Washington, bonding requirements. The landscape establishment bond shall be in the amount of one hundred (100) percent of the cost of the landscaping and irrigation, including the two (2) year warranty period during which work is required for landscaping as referenced in Section 32 90 00 and one (1) year warranty for irrigation as referenced in Section 32 84 00.
  - 1. The Contractor agrees to occupancy, use, or operation by King County of the Site prior to Final Acceptance of the extended warranty period of work.
  - 2. To support the extended warranty and guarantees, the Contractor's landscape establishment bond shall remain in full force and effect for two years following Substantial Completion of Milestone 3.
  - 3. The bond shall be executed by a surety company authorized to do business within the State of Washington and shall be subject to the approval of King County.

**PART 2 – PRODUCTS – NOT USED**

**PART 3 – EXECUTION**

**3.01 SCHEDULE OF VALUES FORM**

- A. See the following pages for an example format of the Schedule of Values.

**END OF SECTION 01 20 00**

# EXAMPLE SCHEDULE OF VALUES FORM

DATE: \_\_\_\_\_

## INSTRUCTIONS FOR CONTRACTOR'S SCHEDULE OF VALUES:

1. FILL OUT FORM COMPLETELY.
2. LEAVE NO "VALUE" EMPTY.
3. ZERO ("0") IS NOT A "VALUE."
4. INSERT A "VALUE" INTO EVERY SPACE A "\$" SYMBOL IS INDICATED.
5. DO NOT ADD "LINE ITEMS" BELOW THE "TOTAL" VALUE.
6. DO NOT INCLUDE VALUES FOR BID ALTERNATES THAT ARE REQUIRED ON THE BID FORM.
7. DO NOT INCLUDE VALUES FOR ALLOWANCES.
8. ROUND EVERY "VALUE" TO NEAREST ONE HUNDRED (\$100.00) DOLLARS.
9. COMPLETE THE ACKNOWLEDGEMENT, THEN SIGN, AND DATE WHERE INDICATED BELOW.

Section	Title	Items	Scheduled Value	Work Completed		Total Completed	Balance to Finish
				Previous	This Period		
Division 00							
"	BIDDING REQUIREMENTS						
"	"	Bond	\$	\$	\$	\$	\$
"	"	Retainage Bond	\$	\$	\$	\$	\$
"	"	Landscape Establishment Bond	\$	\$	\$	\$	\$
"	"	Insurance	\$	\$	\$	\$	\$
"	"	Other	\$	\$	\$	\$	\$
Division 01							
01 01 00	PARTNERING		\$	\$	\$	\$	\$
01 10 00	SUMMARY OF WORK		\$	\$	\$	\$	\$
01 13 00	ESCROW AND BEST AND FINAL OFFER (BAFO) DOCUMENTATION		\$	\$	\$	\$	\$
01 14 00	WORK RESTRICTIONS		\$	\$	\$	\$	\$
01 20 00	PAYMENT PROCEDURES		\$	\$	\$	\$	\$
"	"	Mobilization	\$	\$	\$	\$	\$

Section	Title	Items	Scheduled Value	Work Completed		Total Completed	Balance to Finish
				Previous	This Period		
"	"	Demobilization	\$	\$	\$	\$	\$
"	"	Final Acceptance Payment	\$	\$	\$	\$	\$
01 21 00	ALLOWANCES		\$	\$	\$	\$	\$
01 30 00	ADMINISTRATIVE REQUIREMENTS		\$	\$	\$	\$	\$
01 32 00	COORDINATED UTILITY PLANS		\$	\$	\$	\$	\$
01 32 20	SCHEDULING		\$	\$	\$	\$	\$
01 33 00	SUBMITTAL PROCEDURES		\$	\$	\$	\$	\$
01 3300A	LEED MATERIALS TRACKING FORM		\$	\$	\$	\$	\$
01 35 00	HEALTH AND SAFETY		\$	\$	\$	\$	\$
01 35 05	PROTECTION OF DEPOSITS OF HISTORICAL OR ARCHAEOLOGICAL INTEREST	Work, if required, will be covered under an Allowance					
01 41 00	REGULATORY REQUIREMENTS		\$	\$	\$	\$	\$
"	"	Permit Fees borne by the Contractor	\$	\$	\$	\$	\$
"	"	Other	\$	\$	\$	\$	\$
01 43 00	QUALITY ASSURANCE AND CONTROL		\$	\$	\$	\$	\$
01 43 20	SURVEYING		\$	\$	\$	\$	\$
01 50 00	TEMPORARY FACILITIES AND CONTROLS		\$	\$	\$	\$	\$
"	"	Temporary Utilities Charges	\$	\$	\$	\$	\$
"	"	Other	\$	\$	\$	\$	\$
01 55 00	TRAFFIC CONTROLS		\$	\$	\$	\$	\$
01 60 00	PRODUCT REQUIREMENTS		\$	\$	\$	\$	\$
01 70 00	EXECUTION PROCEDURES		\$	\$	\$	\$	\$
01 73 00	OPERATION AND MAINTENANCE MANUALS		\$	\$	\$	\$	\$
01 73 20	OPENINGS AND PENETRATIONS IN CONSTRUCTION		\$	\$	\$	\$	\$

Section	Title	Items	Scheduled Value	Work Completed		Total Completed	Balance to Finish
				Previous	This Period		
01 73 29	CUTTING AND PATCHING		\$	\$	\$	\$	\$
01 74 10	CONSTRUCTION WASTE MANAGEMENT		\$	\$	\$	\$	\$
01 78 00	CLOSEOUT PROCEDURES		\$	\$	\$	\$	\$
01 81 30	SUSTAINABLE DESIGN REQUIREMENTS		\$	\$	\$	\$	\$
01 81 90	AIR QUALITY MANAGEMENT		\$	\$	\$	\$	\$
01 91 00	LEAD AND ASBESTOS		\$	\$	\$	\$	\$
01 91 10	HAZARDOUS-CONTAINING BUILDING MATERIALS		\$	\$	\$	\$	\$
01 95 00	COMMISSIONING REQUIREMENTS		\$	\$	\$	\$	\$
01 97 50	TRANSITION PERIOD PLANNING AND IMPLEMENTATION ASSISTANCE		\$	\$	\$	\$	\$
Division 02							
02 31 40	REMOVAL OF HAZARDOUS MATERIALS AND DANGEROUS WASTE	Work, if required, will be covered under an Allowance					
02 41 00	DEMOLITION		\$	\$	\$	\$	\$
Division 03							
03 05 05	TESTING		\$	\$	\$	\$	\$
03 09 00	CONCRETE		\$	\$	\$	\$	\$
03 11 13	FORMWORK		\$	\$	\$	\$	\$
03 21 00	REINFORCEMENT		\$	\$	\$	\$	\$
03 31 30	CONCRETE, MATERIALS AND PROPORTIONING		\$	\$	\$	\$	\$
03 31 31	CONCRETE MIXING, PLACING, JOINTING AND CURING		\$	\$	\$	\$	\$
03 31 32	CONCRETE FINISHING AND REPAIR OF SURFACE DEFECTS		\$	\$	\$	\$	\$
03 35 00	CONCRETE SEALER		\$	\$	\$	\$	\$
03 41 13	PRECAST CONCRETE HOLLOW CORE SLAB		\$	\$	\$	\$	\$

Section	Title	Items	Scheduled Value	Work Completed		Total Completed	Balance to Finish
				Previous	This Period		
03 48 00	PRECAST CONCRETE VAULTS AND OIL WATER SEPARATORS		\$	\$	\$	\$	\$
Division 05							
05 12 00	STRUCTURAL STEEL		\$	\$	\$	\$	\$
05 21 10	STEEL JOISTS		\$	\$	\$	\$	\$
05 30 00	METAL DECK		\$	\$	\$	\$	\$
05 40 00	COLD-FORMED METAL FRAMING		\$	\$	\$	\$	\$
05 50 00	METAL FABRICATIONS		\$	\$	\$	\$	\$
05 51 00	METAL STAIRS		\$	\$	\$	\$	\$
05 52 05	STEEL RAILINGS		\$	\$	\$	\$	\$
05 82 50	ROOF WALK GRATINGS		\$	\$	\$	\$	\$
Division 06							
06 10 00	ROUGH CARPENTRY		\$	\$	\$	\$	\$
06 16 00	SHEATHING		\$	\$	\$	\$	\$
06 41 00	ARCHITECTURAL CABINETWORK		\$	\$	\$	\$	\$
Division 07							
07 13 26	SELF-ADHERING SHEET WATERPROOFING		\$	\$	\$	\$	\$
07 21 00	BUILDING INSULATION		\$	\$	\$	\$	\$
07 22 70	ROOF ANCHOR POSTS		\$	\$	\$	\$	\$
07 25 00	WEATHER BARRIERS		\$	\$	\$	\$	\$
07 26 00	UNDER SLAB VAPOR RETARDER		\$	\$	\$	\$	\$
07 42 14	METAL WALL PANELS		\$	\$	\$	\$	\$
07 54 25	FULLY ADHERED TPO ROOFING		\$	\$	\$	\$	\$
07 61 13	METAL ROOFING		\$	\$	\$	\$	\$
07 62 00	FLASHING AND SHEET METAL		\$	\$	\$	\$	\$
07 72 33	ROOF HATCHES		\$	\$	\$	\$	\$
07 72 36	SMOKE, HEAT AND EXPLOSION RELIEF VENTS		\$	\$	\$	\$	\$

Section	Title	Items	Scheduled Value	Work Completed		Total Completed	Balance to Finish
				Previous	This Period		
07 84 00	FIRESTOPPING		\$	\$	\$	\$	\$
07 92 00	JOINT SEALANTS		\$	\$	\$	\$	\$
07 95 13	EXPANSION JOINT COVERS		\$	\$	\$	\$	\$
Division 08							
08 11 00	METAL DOORS AND FRAMES AND BORROWED LIGHT FRAMES		\$	\$	\$	\$	\$
08 14 16	FLUSH WOOD DOORS		\$	\$	\$	\$	\$
08 31 16	ACCESS PANELS AND DOORS		\$	\$	\$	\$	\$
08 33 23	STEEL ROLLING OVERHEAD DOORS		\$	\$	\$	\$	\$
08 34 20	ROLLING STEEL HANGAR DOORS		\$	\$	\$	\$	\$
08 41 10	STOREFRONT		\$	\$	\$	\$	\$
08 44 13	CURTAINWALL SYSTEM (THERMALLY BROKEN)		\$	\$	\$	\$	\$
08 45 00	TRANSLUCENT PANEL SYSTEMS		\$	\$	\$	\$	\$
08 51 23	STEEL WINDOWS		\$	\$	\$	\$	\$
08 62 00	SKYLIGHT		\$	\$	\$	\$	\$
08 62 50	TUBULAR DAYLIGHTING SYSTEM		\$	\$	\$	\$	\$
08 70 00	FINISH HARDWARE		\$	\$	\$	\$	\$
08 81 00	GLASS AND GLAZING		\$	\$	\$	\$	\$
08 90 00	LOUVERS AND VENTS		\$	\$	\$	\$	\$
Division 09							
09 22 16	NON-LOAD-BEARING WALL FRAMING SYSTEMS		\$	\$	\$	\$	\$
09 25 00	TEXTURED FINISH COATING		\$	\$	\$	\$	\$
09 29 00	GYPSON BOARD		\$	\$	\$	\$	\$
09 30 13	CERAMIC TILE (CT)		\$	\$	\$	\$	\$
09 51 00	ACOUSTICAL MATERIALS		\$	\$	\$	\$	\$
09 53 00	ACOUSTIC SUSPENSION SYSTEM		\$	\$	\$	\$	\$

Section	Title	Items	Scheduled Value	Work Completed		Total Completed	Balance to Finish
				Previous	This Period		
09 65 00	VINYL COMPOSITION TILE FLOORING AND RESILIENT BASE		\$	\$	\$	\$	\$
09 77 61	FIBERGLASS REINFORCED PLASTIC (FRP) PANELS		\$	\$	\$	\$	\$
09 91 00	PAINTING AND PROTECTIVE COATINGS		\$	\$	\$	\$	\$
Division 10							
10 11 00	MARKERBOARDS AND TACKBOARDS		\$	\$	\$	\$	\$
10 14 00	IDENTIFICATION DEVICES		\$	\$	\$	\$	\$
10 14 23	SIGNAGE		\$	\$	\$	\$	\$
10 21 13	TOILET PARTITIONS		\$	\$	\$	\$	\$
10 26 00	CORNER GUARDS		\$	\$	\$	\$	\$
10 28 13	TOILET AND BATH ACCESSORIES		\$	\$	\$	\$	\$
10 29 00	BIRD CONTROL DEVICE		\$	\$	\$	\$	\$
10 44 33	FIRE EXTINGUISHER AND CABINETS		\$	\$	\$	\$	\$
10 51 13	METAL LOCKERS AND LOCKER BENCHES		\$	\$	\$	\$	\$
10 75 00	FLAGPOLES		\$	\$	\$	\$	\$
10 80 00	MISCELLANEOUS SPECIALTIES		\$	\$	\$	\$	\$
Division 11							
11 40 00	MUNICIPAL SOLID WASTE COMPACTOR		\$	\$	\$	\$	\$
11 45 10	RESIDENTIAL APPLIANCES		\$	\$	\$	\$	\$
Division 12							
12 24 14	ROLLER SHADES		\$	\$	\$	\$	\$
12 35 53	LABORATORY WORK SURFACE		\$	\$	\$	\$	\$
12 48 13	ENTRANCE FLOORING SYSTEMS		\$	\$	\$	\$	\$
Division 21							
21 13 00	FIRE SUPPRESSION SPRINKLER SYSTEMS		\$	\$	\$	\$	\$
21 30 00	FIRE PUMP		\$	\$	\$	\$	\$

Section	Title	Items	Scheduled Value	Work Completed		Total Completed	Balance to Finish
				Previous	This Period		
Division 22							
22 20 00	PLUMBING FIXTURES AND EQUIPMENT		\$	\$	\$	\$	\$
22 30 00	DUST AND ODOR SUPPRESSION		\$	\$	\$	\$	\$
Division 23							
23 05 93	HVAC SYSTEMS: BALANCING AND TESTING		\$	\$	\$	\$	\$
23 09 00	INSTRUMENTATION AND CONTROL FOR HVAC SYSTEMS		\$	\$	\$	\$	\$
23 21 00	HYDRONIC SPECIALTIES		\$	\$	\$	\$	\$
23 31 00	HVAC: DUCTWORK		\$	\$	\$	\$	\$
23 74 36	REFRIGERANT PIPING SYSTEM		\$	\$	\$	\$	\$
23 80 00	HVAC: EQUIPMENT		\$	\$	\$	\$	\$
23 80 05	VARIABLE FREQUENCY DRIVERS: LOW VOLTAGE		\$	\$	\$	\$	\$
23 83 00	RADIANT HEATERS		\$	\$	\$	\$	\$
Division 26							
26 05 00	ELECTRICAL: BASIC REQUIREMENTS		\$	\$	\$	\$	\$
26 05 01	ELECTRICAL COMMISSIONING		\$	\$	\$	\$	\$
26 05 19	WIRE AND CABLE: 600 VOLT AND BELOW		\$	\$	\$	\$	\$
26 05 26	GROUNDING		\$	\$	\$	\$	\$
26 05 33	RACEWAYS AND BOXES		\$	\$	\$	\$	\$
26 05 36	CABLE TRAY		\$	\$	\$	\$	\$
26 05 43	ELECTRICAL: EXTERIOR UNDERGROUND		\$	\$	\$	\$	\$
26 05 48	SEISMIC BRACING SYSTEMS		\$	\$	\$	\$	\$
26 08 13	ACCEPTANCE TESTING		\$	\$	\$	\$	\$
26 09 13	ELECTRICAL METERING DEVICES		\$	\$	\$	\$	\$
26 09 16	CONTROL EQUIPMENT ACCESSORIES		\$	\$	\$	\$	\$

Section	Title	Items	Scheduled Value	Work Completed		Total Completed	Balance to Finish
				Previous	This Period		
26 09 43	LOW-VOLTAGE LIGHTING CONTROL SYSTEM		\$	\$	\$	\$	\$
26 22 13	DRY-TYPE TRANSFORMERS		\$	\$	\$	\$	\$
26 24 13	SWITCHBOARDS		\$	\$	\$	\$	\$
26 24 16	PANELBOARDS		\$	\$	\$	\$	\$
26 24 19	MOTOR CONTROL EQUIPMENT		\$	\$	\$	\$	\$
26 26 13	PACKAGE POWER SUPPLY		\$	\$	\$	\$	\$
26 27 26	WIRING DEVICES		\$	\$	\$	\$	\$
26 28 00	OVERCURRENT AND SHORT CIRCUIT PROTECTIVE DEVICES		\$	\$	\$	\$	\$
26 28 16	SAFETY SWITCHES		\$	\$	\$	\$	\$
26 28 17	SEPARATELY MOUNTED CIRCUIT BREAKERS		\$	\$	\$	\$	\$
26 32 14	ENGINE GENERATOR: DIESEL		\$	\$	\$	\$	\$
26 36 00	TRANSFER SWITCHES		\$	\$	\$	\$	\$
26 41 13	LIGHTNING PROTECTION SYSTEM		\$	\$	\$	\$	\$
26 43 13	LOW VOLTAGE SURGE PROTECTION DEVICES (SPD)		\$	\$	\$	\$	\$
26 50 00	INTERIOR AND EXTERIOR LIGHTING		\$	\$	\$	\$	\$
Division 27							
27 05 00	PASSIVE TELECOMMUNICATION SYSTEM		\$	\$	\$	\$	\$
27 52 13	CENTRAL EMERGENCY LIGHTING INVERTER		\$	\$	\$	\$	\$
Division 28							
28 16 00	INTRUSION DETECTION		\$	\$	\$	\$	\$
28 23 00	VIDEO SURVEILLANCE INFRASTRUCTURE		\$	\$	\$	\$	\$
28 31 00	FIRE DETECTION AND ALARM		\$	\$	\$	\$	\$
28 31 50	HAZARDOUS GAS DETECTION AND ALARM		\$	\$	\$	\$	\$

Section	Title	Items	Scheduled Value	Work Completed		Total Completed	Balance to Finish
				Previous	This Period		
28 34 00	ELECTRONIC DETECTION, ALARM AND ACCESS CONTROL		\$	\$	\$	\$	\$
Division 31							
31 09 21	MONITORING WELLS		\$	\$	\$	\$	\$
31 10 00	SITE CLEARING		\$	\$	\$	\$	\$
31 21 33	TRENCHING, BACKFILLING AND COMPACTING FOR UTILITIES		\$	\$	\$	\$	\$
31 23 00	EARTHWORK		\$	\$	\$	\$	\$
31 23 19	TEMPORARY DEWATERING		\$	\$	\$	\$	\$
31 25 00	SOIL EROSION AND SEDIMENT CONTROL		\$	\$	\$	\$	\$
31 37 00	STONE REVETMENT (RIP RAP)		\$	\$	\$	\$	\$
31 50 00	TEMPORARY EARTH RETENTION SYSTEMS						
31 51 00	PERMANENT GROUND ANCHORS		\$	\$	\$	\$	\$
31 69 00	FOUNDATION SUBSURFACE DRAIN SYSTEM		\$	\$	\$	\$	\$
Division 32							
32 12 16	ASPHALTIC CONCRETE VEHICULAR PAVING		\$	\$	\$	\$	\$
32 13 13	CONCRETE PAVEMENT, SIDEWALK AND STEPS		\$	\$	\$	\$	\$
32 16 13	CONCRETE CURB AND GUTTER		\$	\$	\$	\$	\$
32 31 13	CHAIN LINK FENCE AND AUTOMATED GATES		\$	\$	\$	\$	\$
32 32 23	STRUCTURAL EARTH WALLS		\$	\$	\$	\$	\$
32 31 16	WELDED WIRE SWING GATES		\$	\$	\$	\$	\$
32 32 43	SOLDIER PILE AND SOLDIER PILE TIEBACK WALLS		\$	\$	\$	\$	\$
32 40 00	SITE FURNISHINGS		\$	\$	\$	\$	\$
32 84 00	IRRIGATION SYSTEM		\$	\$	\$	\$	\$
32 90 00	LANDSCAPING		\$	\$	\$	\$	\$

Section	Title	Items	Scheduled Value	Work Completed		Total Completed	Balance to Finish
				Previous	This Period		
32 91 05	TOPSOILING AND FINISHED GRADING		\$	\$	\$	\$	\$
Division 33							
33 05 16	PRECAST CONCRETE MANHOLE STRUCTURES		\$	\$	\$	\$	\$
33 11 13	WATER MAIN CONSTRUCTION		\$	\$	\$	\$	\$
33 12 19	FIRE HYDRANT		\$	\$	\$	\$	\$
33 40 00	STORM DRAINAGE UTILITIES		\$	\$	\$	\$	\$
33 44 16	PREFABRICATED TRENCH DRAIN SYSTEM		\$	\$	\$	\$	\$
33 52 19	DIESEL FUEL DISPENSING SYSTEM		\$	\$	\$	\$	\$
Division 40							
40 05 05	EQUIPMENT: BASIC REQUIREMENTS		\$	\$	\$	\$	\$
40 05 13	PIPE AND PIPE FITTINGS: BASIC REQUIREMENTS		\$	\$	\$	\$	\$
40 05 16	PIPE SUPPORT SYSTEMS		\$	\$	\$	\$	\$
40 05 23	VALVES: BASIC REQUIREMENTS		\$	\$	\$	\$	\$
40 20 13	PIPE: STEEL		\$	\$	\$	\$	\$
40 20 16	PIPE: DUCTILE		\$	\$	\$	\$	\$
40 20 19	PIPE: COPPER		\$	\$	\$	\$	\$
40 20 23	PIPE: PLASTIC		\$	\$	\$	\$	\$
40 20 36	PIPE: CAST-IRON SOIL		\$	\$	\$	\$	\$
40 20 43	PIPE: POLYVINYL CHLORIDE (PVC) CHEMICAL WASTE		\$	\$	\$	\$	\$
40 41 13	HEAT TRACING CABLE		\$	\$	\$	\$	\$
40 42 00	PIPE, DUCT AND EQUIPMENT INSULATION		\$	\$	\$	\$	\$
40 50 05	GATE VALVES		\$	\$	\$	\$	\$
40 50 10	PLUG VALVES		\$	\$	\$	\$	\$
40 50 15	BUTTERFLY VALVES		\$	\$	\$	\$	\$
40 50 20	BALL VALVES		\$	\$	\$	\$	\$

Section	Title	Items	Scheduled Value	Work Completed		Total Completed	Balance to Finish
				Previous	This Period		
40 50 25	GLOBE VALVES		\$	\$	\$	\$	\$
40 50 30	CHECK VALVES		\$	\$	\$	\$	\$
40 50 35	MISCELLANEOUS VALVES		\$	\$	\$	\$	\$
40 65 21	COMPRESSED AIR SYSTEM		\$	\$	\$	\$	\$
40 90 10	SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM		\$	\$	\$	\$	\$
		<b>TOTAL</b>	\$				

**END OF SECTION**

**Contract # C00678C12**

**King County  
Factoria Recycling and Transfer Station Replacement Project  
SCHEDULE OF VALUES  
01 20 01**

**Issued for RFP  
June 2013**

**Page 12 of 12**

**SECTION 01 21 00  
ALLOWANCES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section includes the following: Allowances.

**1.02 RELATED SECTIONS**

- A. Section 01 20 00 – Payment Procedures.
- B. Section 01 97 50 – Transition Period Planning and Implementation Assistance.
- C. Section 02 31 40 – Removal of Hazardous Materials and Dangerous Waste.
- D. Division 31 – Earthwork.

**1.03 DEFINITIONS**

A. Dangerous Waste: See Section 02 31 40 – Removal of Hazardous Materials and Dangerous Waste.

**1.04 ALLOWANCES**

- A. General: Allowances are discretionary amounts controlled exclusively by the Owner that are to be included in the Contract Price and that will be allocated by the Project Representative for the circumstances and conditions indicated in this Section. The Contractor is not automatically entitled to payment under the Allowances and should not assume that any or all of these amounts will be paid.
  - 1. Change Orders in accordance with Articles 5.0 (Changes to the Contract) and 6.0 (Time and Price Adjustments) of Section 00700 – General Terms and Conditions are required for adjustments for Contract Price and Contract Time.
- B. Allowance – Dangerous Waste and Hazardous Materials (Cost Item 5):
  - 1. Work associated with Dangerous Waste and Hazardous Materials is identified and in accordance with Section 02 31 40 – Removal of Hazardous Materials and Dangerous Waste.
    - a. Preparation of submittals associated with Paragraph 1.07 of Section 02 31 40 – Removal of Hazardous Materials and Dangerous Waste shall not be reimbursable under this Allowance.
  - 2. Provide handling, storage, transport and disposal of Dangerous Waste and Hazardous Materials, in accordance with Section 02 31 40 – Removal of Hazardous Materials and Dangerous Waste, not to exceed one hundred thousand dollars (\$100,000).
- C. Allowance – Fuel Price Adjustment (Cost Item 6):
  - 1. Work associated with Fuel Price Adjustment is specified in Section 01 20 00 – Payment Procedures and will only apply to the portion of the Work covered by Cost Items 3, 4, 12, and 13.

2. If fuel prices do not increase or decrease more than fifteen (15) percent from the Diesel Fuel Price as described in this Section during the Work, there would be no payment under this Allowance.
    - a. No adjustment in payments for changes in fuel prices will be made in excess of one hundred thousand dollars (\$100,000) regardless of the actual changes in the price of diesel fuel. Costs attributed to fuel price escalation that exceed one hundred thousand dollars (\$100,000) shall be borne entirely by the Contractor.
- D. Allowance – Protection of Deposits of Historical or Archaeological Interest (Cost Item 7):
1. Work associated with Deposits of Historical or Archaeological Interest is identified and in accordance with Section 01 35 05 – Protection of Deposits of Historical or Archaeological Interest.
    - a. Preparation of the submittal associated with Paragraph 1.02 of Section 01 35 05 – Protection of Deposits of Historical or Archaeological Interest shall not be reimbursable under this Allowance.
  2. An allowance of twenty thousand dollars (\$20,000) is established as a reserve for lost time or changes in construction due to Protection of Deposits of Historical or Archaeological Interest.
- E. Allowance – Transition Period Duration Adjustment (Cost Item 8):
1. Work Associated with Transition Period Duration Adjustment is specified in Section 01 97 50 – Transition Period Planning and Implementation Assistance.
  2. If the Transition Period duration exceeds forty-five (45) days through no fault of the Contractor, an appropriate adjustment in the Contract Price may be negotiated in which case there would be payment under this Allowance.
  3. If the Transition Period duration exceeds forty-five (45) days due to the fault of the Contractor, there would be no adjustment to the Contract Price and there would be no payment under this Allowance.
  4. An allowance of twenty-five thousand dollars (\$25,000) is established as a reserve for additional Transition Period Duration days.
- F. Allowance – Steel Price Adjustment (Cost Item 9):
1. Work associated with Steel Price Adjustment is specified in Section 01 20 00 – Payment Procedures and will only apply to the portion of the Work covered by Cost Item 1.

2. If Steel prices do not increase or decrease more than ten (10) percent from the Steel Price as described in this Section during the Work, there would be no payment under this Allowance.
    - a. No adjustment in payments for changes in steel prices will be made in excess of two hundred thousand dollars (\$200,000) regardless of the actual changes in the price of steel. Costs attributed to steel price escalation that exceed two hundred thousand dollars (\$200,000) shall be borne entirely by the Contractor.
- G. Allowance – Additional Dewatering (Cost Item No. 10):
1. Work associated with hydrogeological conditions is identified and in accordance with Section 31 23 19 – Temporary Dewatering.
    - a. It is possible that conditions exist which may require additional work or changes to Work after Contract Execution beyond what is specified in Section 31 23 19 – Temporary Dewatering.
  2. An allowance of two hundred fifty thousand dollars (\$250,000) is established as a reserve for Additional Dewatering.
- H. Allowance – Additional Signage (Cost Item No. 11):
1. Work associated with temporary operational and informational signage is still under design by the Owner.
    - a. Signage beyond what is required in the Contract Documents will be manufactured and installed by the Contractor.
  2. Provide additional signage meeting specifications and drawings to be furnished by the Owner.
  3. An allowance of one hundred thousand dollars (\$100,000) is established as a reserve for Additional Signage.
- I. Measurement and Payment:
1. As specified in Section 02 31 40 – Removal of Hazardous Materials and Dangerous Waste Dangerous and Hazardous Waste (Cost Item 5):
    - a. Measurement and payment to be paid as per the Project Representative in accordance with Section 00700 General Terms and Conditions Article 6.2.
  2. Fuel Price Adjustment (Cost Item 6):
    - a. For hauling of Excavation Materials, Fill and Backfill, and Unsuitable Material, provide truck weight tickets including both tare weight and scale weight measured to the hundredth of a ton (20 LBS) for each load.
    - b. Diesel Fuel Price Adjustment. If the cost of diesel fuel increases or decreases by fifteen (15) percent or more of the Diesel Fuel Price, as calculated in Paragraph e., Owner will determine an adjustment, if any, to be reflected in the Contractor's monthly progress payment.

- c. Monthly Diesel Fuel Report. On a monthly basis the Contractor shall submit to the Project Representative a written report identifying the total tons per month of material hauled offsite included in that month's invoice under Cost Items 3, 4, 12 and 13. The diesel fuel costs stated in the monthly report shall be supported by detailed invoices from the fuel supplier. The total tons per month of material to be hauled stated in the monthly report shall be supported by the truck weight tickets required in Paragraph a.
- d. The Diesel Fuel Price will be set at BAFO and determined by the average of the "Base Price" of diesel fuel for the week of the BAFO opening and the "Base Price" of diesel fuel recorded for the previous three weeks.
- e. Calculation:
  - 1) General Description: The Diesel Fuel Price Adjustment shall be calculated by comparing the "Diesel Fuel Price" set at contract execution to the current price to determine a percentage increase or decrease in the price of diesel fuel using average diesel (2 fuel oil) price postings for Seattle as provided by the Oil Price Information Services (OPIS).
    - a) The Contractor shall be required to maintain its own subscription to OPIS in order to correctly report and enable the Owner to correctly calculate the diesel fuel escalation or de-escalation.
  - 2) Methodology: The method for calculating the monthly Diesel Fuel Price Adjustment and the resulting dollar amount to be paid the Contractor or withheld by the Owner as part of each monthly progress payment will be as follows:
    - b) For an increase in fuel adjustment prices exceeding fifteen (15) percent of the Diesel Fuel Price (Dfp):
 
$$A = (A_p/D_{fp} - 1.15) M_{fc}$$
    - c) For a decrease in fuel adjustment prices exceeding fifteen (15) percent of the Diesel Fuel Price (Dfp):
 
$$A = (0.85 - (A_p/D_{fp})) M_{fc}$$

where:

A = Monthly fuel adjustment in dollars rounded to the nearest dollar.

A<sub>p</sub> = Adjustment Price = the average of the daily Base Price recorded during the monthly progress payment period.

Dfp = Diesel Fuel Price = the average of the Base Price of diesel fuel for the week of the contract bid opening and the Base Price of diesel fuel recorded for the previous three weeks.

Mfc = Monthly Fuel Cost = total diesel fuel costs for fuel calculated as follows:

- i. Fuel used in hauling materials defined in Bid Item No 3 based on total tons times by an average fuel consumption rate per ton round trip of twenty-nine hundredths (0.29) gallons(Gal) per ton or fraction thereof times the Adjustment Price. The average fuel consumption rate per ton round trip shall apply regardless of the actual distance traveled to the disposal site(s).

$$\text{Mfc} = \text{Total Tons} \times 0.29 \text{ Gal/Ton} \times \text{Ap}$$

Base Price = the price for diesel fuel, determined on a weekly basis, using the prices posted by OPIS on Monday of each week.

- 3) Restrictions on Application of Fuel Price Escalation/De-Escalation. The maximum total amount of compensation paid to the Contractor for any fuel price increases shall not exceed Contractor's BAFO price regardless of fuel price increases. The total amount of compensation deducted by the Owner for fuel price decreases shall not exceed Contractor's BAFO price regardless of fuel price decreases.

- 4) Example Calculations: Assuming Ap for the month is \$4.25 and Dfp for the life of the contract is \$3.50, then,

Offsite Hauling: If the total tons of materials hauled under Cost Item 3 for the month is 3,000 tons, then,

$$\text{Mfc} = \text{Total Tons} \times 0.29 \text{ Gal/Ton} \times \text{Ap}$$

$$\text{Mfc} = (3,000) (0.29) (\$4.25) = \$3,697.50$$

And,

$$A = (\text{Ap}/\text{Dfp} - 1.15) \text{Mfc}$$

$$A = (4.25/3.50 - 1.15) \$3,698 = \$237.70$$

3. As specified in Section 01 35 05 Protection of Deposits of Historical or Archaeological Interest (Cost Item 7):

- a. Measurement and payment to be paid as per the Project Representative in accordance with Section 00700 General Terms and Conditions Article 6.2.

4. As specified in Section 01 97 50 Transition Period Planning and Implementation Assistance duration (Cost Item 8):
  - a. Measurement and payment to be paid as per the Project Representative in accordance with Section 00700 General Terms and Conditions Article 6.2.
5. Steel Price Adjustment (Cost Item 9):
  - a. Monthly Steel Report. Include with Application for Payments that request payment for material orders under Division 05, the Contractor shall submit to the Project Representative a written report identifying the total pounds of steel materials ordered included in that month's Application for Payment under Cost Item 1. The steel costs stated in the monthly report shall be supported by detailed invoices from the steel supplier.
  - b. Steel Price Adjustment. If the cost of steel increases or decreases by ten (10) percent or more, as calculated in Paragraph d., Owner will determine an adjustment, if any, to be reflected in the Contractor's monthly progress payment.
  - c. The Base Producer Price Index (PPI) will be set at BAFO and determined by the Bureau of Labor Statistics (BLS) PPI, specifically Table 2 for Intermediate Materials, Steel Mill Products, Commodity Code 10-17. The Base PPI will be the average value of the PPI recorded for month of the BAFO opening and the values of the previous three months.
  - d. The Steel Price will be set at contract execution and determined by the Contractor's Best and Final Offer required backup documentation providing a bid assumption value for the price of steel.
  - e. Calculation:
    - 1) General Description: The Steel Price Adjustment shall be calculated by comparing the PPI set at contract execution, Base PPI, to the current PPI to determine a percentage increase or decrease in the price of steel.
    - 2) Methodology: The method for calculating the monthly Steel Price Adjustment and the resulting dollar amount to be paid the Contractor or withheld by the Owner as part of each monthly progress payment will be as follows:
      - a) To determine percentage change use the current PPI compared to Base PPI:

Where Index Point Change:

$$\text{Current PPI} - \text{Base PPI} = \text{PPI Point Change}$$

Where Percentage Change:

$$\text{PPI Point Change} / \text{Base PPI} = \text{Change} \times 100$$

- i Example Calculations: Assuming PPI for the month is 205.2 and Base PPI is 180.1, then,

Current PPI	205.2
Less Base PPI	180.1
Equals PPI Point Change	25.1

Where Percentage Change:

PPI Point Change	25.1
Divided by Base PPI	180.1
Equals	0.139
Equals Percent Change	13.9%

- b) For an increase in steel adjustment prices exceeding ten (10) percent:

$$A = (Ap/Sp - 1.01) Sc$$

- c) For a decrease in steel adjustment prices exceeding ten (10) percent:

$$A = (0.99 - (Ap/Sp)) Sc$$

where:

A = Steel adjustment in dollars rounded to the nearest dollar.

Sp = Steel Price as determined by the Contractor's Best and Final Offer required backup documentation providing a bid assumption value for the price of steel.

Ap = Adjustment Price = Sp times that month's Percent Change.

Sc = Steel Cost = total steel costs for steel calculated as follows:

Steel ordered for Bid Item No. 1 based on total pounds times the Adjustment Price (Ap).

$$Sc = \text{Total Pounds} \times Ap$$

- 3) Example Calculations: Assuming Sp for the life of the contract is \$0.50 per pound and the Percent Change at the time of the steel order is 13.9 percent, then,

Materials Ordered: If the total pounds of materials ordered under Cost Item 1 for the monthly progress payment is 1,000,000 pounds, then,

$$A_p = S_p \times 1.139 = \$0.5697$$

$$S_c = 1,000,000 \times \$0.5697 = \$569,700.00$$

And,

$$A = (A_p/S_p - 1.01) S_c$$

$$A = (0.5697/0.50 - 1.01) \times \$569,700 = \$73,719$$

- 4) Restrictions on Application of Steel Price Escalation/De-Escalation. The maximum total amount of compensation paid to the Contractor for any steel price increases shall not exceed Contractor's BAFO price regardless of steel price increases. The total amount of compensation deducted by the Owner for steel price decreases shall not exceed Contractor's BAFO price regardless of steel price decreases.
6. Additional Dewatering work or changes to that specified in Section 31 23 19 – Temporary Dewatering (Cost Item 10):
  - a. Measurement and payment to be paid as per the Project Representative in accordance with Section 00700 General Terms and Conditions Article 6.2.
7. Additional Signage (Cost Item 11):
  - a. Measurement and payment to be paid as per the Project Representative in accordance with Section 00700 General Terms and Conditions Article 6.2.

**PART 2 – PRODUCTS – NOT USED**

**PART 3 – EXECUTION – NOT USED**

**END OF SECTION 01 21 00**

**SECTION 01 30 00  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes the following:
  - 1. Project coordination.
  - 2. Preconstruction meeting.
  - 3. Pre-job jurisdictional mark-up meeting.
  - 4. Pre-installation meetings.
  - 5. Weekly project meetings.
  - 6. RFI (Request for Information) meetings.
  - 7. Schedule for forms.

**1.02 PROJECT COORDINATION**

- A. General: Coordinate construction activities to assure efficient and orderly performance of the Work and avoidance of interference with Owner's transfer station operations.
- B. Lost Time Avoidance:
  - 1. Coordinate crews and work areas to reduce and eliminate lost time.
- C. Utilities:
  - 1. Coordinate construction activities with utility service providers required for performance of the Work.
- D. Be responsible for completion, and administration of required forms.
  - 1. The Owner will provide required and suggested forms and formats during and after the Preconstruction Meeting.
- E. Forms not prescribed by the Owner and in the Construction Administration Plan may be of the Contractor's own design, subject to the following.
  - 1. Contractor-designed forms shall use Arial typeface, eleven (11) point type size, and shall be double-sided printed.
  - 2. Submit draft forms for review and approval by the Project Representative.

**1.03 PRECONSTRUCTION MEETING**

- A. Schedule:
  - 1. The Project Representative will schedule the Preconstruction Meetings.
  - 2. It is anticipated that the initial Preconstruction Meeting will be held within fourteen (14) calendar days of Contract Execution.
    - a. It is anticipated that the Preconstruction Meeting will be held within a few calendar days following the Partnering Session specified in Section 01 01 00 – Partnering.

b. Notice to Proceed 1 is anticipated within ten (10) calendar days following the Contract Execution.

B. Purpose:

1. Establish lines of communication at the project working level.
2. Discuss and review administrative requirements of the Contract.
3. Review forms required to be used by the Contractor in administration of the Work.
4. Review and discuss design intent, user and concurrent operations issues, and permitting issues including requirements of authorities having jurisdiction.
5. Definition of and interpretation of roles, and responsibilities in performance of the Contract.
6. Review and discuss PLA.
7. Review and discuss Contract Documents including Drawings and Specifications.
8. Discuss resource loading requirements for the Baseline Schedule.
9. Discuss LEED® Score Card, sustainable design features, and sustainable design and construction requirements.
10. Discuss LEED requirements for Owner's online construction submittal for certification.
11. Discuss Owner Project Requirements (OPR) with commissioning agent (CxA).
12. Discuss CxA coordination including commissioning meeting attendance, pre-functional, functional, and other testing.
13. Review and discuss facility and site access, flagging activities, security, and procedural issues.
14. Discuss administration, and performance of sign-in and sign-out responsibilities.
15. Coordinate safety activities, including performance of the required Contractor's Health and Safety Plan.
16. Coordinate mobilization activities.

C. Notification: The Project Representative will notify the Contractor and required attendees not less than two (2) calendar days in advance of the proposed meeting time.

D. Required Attendees:

1. Construction Manager.
2. Project Representative.
3. Transfer Station Operations Representative(s).
4. A/E Representatives.

5. PLA Administrator.
  6. Contractor, including its project manager, superintendent, Labor Relations Lead, Project Engineer and the safety officer.
  7. Significant subcontractors pertinent to the agenda.
- E. Meeting Minutes: The Project Representative will prepare and distribute the minutes from the Preconstruction Meeting.
- F. Authorities having jurisdiction may require their own preconstruction meeting with the Contractor and the Owner.
1. Refer to individual permits for preconstruction meeting requirements.
  2. Contractor is responsible for arranging for these meetings.

#### **1.04 PRE-JOB JURISDICTIONAL MARK-UP MEETINGS**

- A. The Contractor and the Contractor's Sub-contractors at all tier levels shall be required to hold a pre-job jurisdictional mark-up meeting two (2) weeks prior to the commencement of construction activities including any expansion of the original scopes on the Project. The Contractor agrees that all Sub-contractors will be required to arrange such a pre-job conference through the Owners PLA Administrator. In addition to the information developed relative to jurisdiction of work at the pre-job conference, the Contractor and its Sub-contractors will present all information available regarding starting date for the work, duration of job, estimated peak employment and any other conditions deemed peculiar to the particular contract or subcontract.
- B. The Contractor and any of its Sub-contractors who fail to hold such pre-job conference prior to the commencement of work shall be considered in violation of the PLA. The appropriate Building Trades Council and/or NCA representative shall immediately advise the Project Representative of this violation who will take corrective action pursuant to the Owner's contract provisions with the Contractor.

#### **1.05 PRE-INSTALLATION MEETINGS**

- A. Pre-installation meetings will be scheduled for various portions of the Work as the Work progresses.
- B. The agenda of each pre-installation meeting shall include the following:
1. Project conditions, including anticipated temperature and weather conditions, readiness of the substrate for installation; and project-specific issues affecting the Work of this Section.
  2. Installation schedule, sequencing, and coordination with Work of other trades.
  3. Installation procedures.
  4. Quality assurance procedures; specifically Contractor accommodation of Project Representative inspections of the Work of the relevant Section and other quality expectations.

- C. The following is a partial list of systems, assemblies and products for which pre-installation meetings are required:
1. Dewatering (multiple meetings as necessary).
  2. Earthwork (multiple meetings as necessary).
  3. Roofing.
  4. Metal siding.
  5. Translucent panels.
  6. Field painting and coating.
  7. Steel erection.
  8. Cast-in-place concrete work.
  9. Special concrete work.
  10. Paving.
  11. Pavement striping.
  12. Door locksets and latchsets.
  13. Landscaping and tree planting (multiple meetings as necessary).
  14. Mechanical systems and equipment (multiple meetings as necessary).
  15. Electrical systems and equipment (multiple meetings as necessary).
  16. Owner-provided tire wash installation.
  17. Interior finishes.
  18. Compactor.
  19. Underground utilities.
  20. Artwork coordination with 4Culture and Al Price Studio, LLC (multiple meetings as necessary).
  21. Others as determined by the Project Representative.

#### **1.06 WEEKLY PROJECT MEETINGS**

- A. Weekly Project Meetings will be directed, and led by the Project Representative.
- B. The Project Representative will prepare, coordinate, convene, and arrange Weekly Project Meetings.
- C. Purpose:
1. Maintain and improve lines of communication.
  2. Demonstrate performance of administrative requirements of the Contract.
  3. Complete and maintain forms required to be used by the Contractor in administration of the Work.
  4. Review and discuss the Weekly Look Ahead Schedule.

5. Review and discuss design intent, user and concurrent operations issues, work quality issues, and permitting issues including requirements of Authorities Having Jurisdiction.
  6. Review and discuss specific Contract Documents including Drawings, and Specifications.
  7. Maintain and improve facility and site access, flagging activities, security, and procedural issues.
  8. Review and improve ongoing safety activities including performance of the required Health and Safety Plan.
- D. Attend weekly project meetings; be prepared to discuss the agenda items identified in this Section.
- E. Follow the direction of the Project Representative in preparation for weekly meetings, including:
1. Ensure the Contractor's project manager, superintendent, safety officer, representatives of subcontractors, and others are present in accordance with provisions of this Section.
  2. Ensure required attendees are prepared, and familiar with the Project and the Project Schedule.
  3. Coordinate the time and place of the weekly meetings with the Project Representative.
  4. Ensure the Project Representative has been consulted in advance of the meeting with respect to the proposed attendees, and their relationship to the Project.
  5. Submit the Weekly Look Ahead Schedule at least twenty-four (24) hours in advance of the meeting.
  6. Submit Weekly Reports:
    - a. Include a narrative describing the Work accomplished the preceding week.
    - b. Identify the completion of milestones, and work activities.
    - c. Indicate problems and resolution of problems occurring during the week.
- F. Attendance at Weekly Project Meetings:
1. Construction Manager.
  2. Project Representative.
  3. Transfer Station Operations Representative(s).
  4. A/E Representative(s).
  5. Transfer Station Operations Manager.
  6. PLA Administrator.
  7. Contractor, including its project manager, superintendent, safety officer, and others as requested by the Project Representative.

8. Subcontractors and vendors pertinent to the agenda.
  9. Representatives of authorities having jurisdiction, as needed.
- G. Agenda for Weekly Project Meetings:
1. Be prepared to discuss the following, to the extent deemed appropriate by the Project Representative:
    - a. Safety Report by the Contractor-designated safety representative.
    - b. Weekend or extended hours work request, if any is requested by the Contractor for the coming week.
    - c. TESC discharge request, in the event discharge is needed or anticipated within the coming week.
    - d. Review and approve minutes or record of previous meeting.
    - e. Review work progress during the preceding week.
    - f. Note field observations, problems and decisions.
    - g. Identify problems that impede planned progress.
    - h. Coordinate activities to the Project Representative's satisfaction, to permit the Project Schedule to be maintained, or improved.
    - i. Review off-site fabrication processes, and status.
    - j. Develop corrective measures, and procedures to maintain or improve the Project Schedule.
    - k. Discuss progress of preparation and maintenance of administrative documents required in accordance with this Section.
    - l. Discuss updates to the Monthly Update Schedule in accordance with Section 01 32 20 – Scheduling.
    - m. Review planned work identified in the Weekly Look Ahead Schedule in accordance with Section 01 32 20 – Scheduling.
    - n. Review impacts of Changes on the Project Schedule.
    - o. Discuss status, and action related to Changes.
    - p. Discuss additional scope, costs, schedule impacts, deviations, substitutions and other Changes.
    - q. Review safety measures, including compliance with the required Health and Safety Plan, and cooperation with governmental agencies, and authorities having jurisdiction.
    - r. Review Apprenticeship and Subcontractor Opportunities.
    - s. Maintenance and improvement of quality, work standards, and competence.
    - t. Resolution of construction non-conformities.
    - u. Review of status logs of submittals, RFIs, and Change Orders.
    - v. Review of LEED progress and documentation including CxA meetings and requirements as needed.

H. Meeting Minutes: The Project Representative will prepare and distribute minutes from each Weekly Progress Meeting.

**1.07 RFI MEETINGS**

- A. RFI Meetings will be directed, and led by the Project Representative.
  - 1. RFI responses are prepared by A/E Representatives, and in writing and are binding.
  - 2. Verbal responses and discussions about RFIs are unofficial, non-final, and non-binding on the parties.
  - 3. RFI meetings will be scheduled to occur immediately following the weekly progress meeting.
- B. Purpose:
  - 1. Maintain and improve lines of communication about Contractor-initiated questions, and questions from subcontractors.
  - 2. Prioritize RFI responses to the Contractor.
  - 3. Review and discuss specific Contract Documents including Drawings, and Specifications.
- C. Attend RFI meetings; be prepared to discuss the agenda items identified in this Section.
- D. Follow the direction of the Project Representative in preparation for RFI meetings, including:
  - 1. Ensure that the persons responsible for preparation of RFIs are present.
  - 2. Ensure that required attendees are prepared to discuss the RFIs with the A/E Representative, in detail.
- E. Attendance:
  - 1. Construction Manager.
  - 2. Project Representative.
  - 3. A/E Representative(s).
  - 4. Contractor, including its project manager, superintendent, and the Contractor's designated field engineer.
- F. Agenda:
  - 1. Review of previous RFI responses, and actions taken.
  - 2. Review and discussion of current RFIs, and proposed responses by the A/E Representative, when available.
  - 3. Discussion of forthcoming RFIs anticipated by the Contractor, when available.
- G. Meeting Minutes: The Project Representative will prepare and distribute minutes from each RFI Meeting if such minutes are deemed necessary by the Owner.

## 1.08 DOCUMENTS

- A. The Owner requires an original signed copy of every piece of written communication and submittals used in the Project.
  - 1. Hardcopy documents are required.
  - 2. Provide the hardcopy signed documents regardless of the document management system capabilities.
  - 3. Provide the signed hardcopy documents to the Project Representative.
- B. For documents created by the Contractor and/or its subcontractors:
  - 1. Text: Submit electronically in Microsoft Word, current version.
  - 2. Tables: Submit electronically in Microsoft Excel, current version.
  - 3. Schedules: Submit electronically in Primavera, or Approved Equal along with an Adobe Portable Document Format (PDF) version.
  - 4. Coordinated utility plans: Submit electronically.
  - 5. Figures and pictures: Submit electronically as PDF or JPG files.
  - 6. Cut sheets from catalogs, and similar items: Scan, and submit as PDF.
  - 7. Drawings: Submit as PDF files, except:
    - a. Provide AutoCAD version of files when requested by the Project Representative.
  - 8. For electronic files larger than ten (10) MB, supply the electronic version on a CD-ROM along with the hard copies.
  - 9. Obtain prior approval from the Owner to submit an electronic version in a format other than those specified here.
- C. Environmental Quality Monitoring:
  - 1. For information such as sediment quality data and water quality data, submit the data in an Excel file, or;
  - 2. Use a format compatible with the Washington State Department of Ecology's SEDQUAL Database format.
- D. Security and Reliability:
  - 1. The Contractor is required to provide its own back up of electronic files that have been submitted.
  - 2. The Contractor is required to keep a current paper copy of every document used or created for the Project.
- E. Electronic Document Control System:
  - 1. The Contractor is required to transmit and receive documents electronically, utilizing the Document Control System (DCS) provided by Owner.
  - 2. Internet connection will be required for Contractor personnel to utilize the DCS.

3. Training of Contractor's personnel in the use of the DCS will be provided by Owner once, and is expected to require approximately four (4) HRS. Instruction to any subsequent Contractor personnel will be the responsibility of Contractor.
4. Cost of single DCS instruction will be borne by Owner, exclusive of Contractor's labor cost.
5. The DCS system document storage capacity does not relieve Contractor's responsibilities to maintain and protect separate electronic and hardcopy versions of all Contract Documents.

#### **1.09 SUBMITTALS**

- A. General: Submit the following in accordance with Section 00700 – General Terms and Conditions, Article 4.4 – Submittals, and Section 01 33 00 – Submittal Procedures.
- B. Contractor Staffing and Organization Chart:
  1. Submit an Organization Chart showing the Contractor personnel and key points of contact with the Owner within three (3) weeks following Notice to Proceed 1.
  2. Submit a list of Contractor's personnel and Subcontractors, to include their responsibilities and contact information within three (3) weeks following Notice to Proceed 1.
    - a. Include the project manager, project superintendent, safety officer, and LEED Advocate.
    - b. Provide telephone numbers with voice mail service, and email addresses monitored daily for each designee of the Contractor.
    - c. Indicate emergency and after-hours contacts, and the means of reaching these people.
    - d. Post copies of the list in the construction trailers.
    - e. Revise the list as approved by the Project Representative whenever changes in staffing may occur.

#### **PART 2 – PRODUCTS – NOT USED**

#### **PART 3 – EXECUTION**

##### **3.01 UTILITY AND AGENCY CONTACT INFORMATION**

- A. The information in the below table is correct as of the date in the footer. The Project Representative will notify the Contractor of a change to the contact information below.

<b>UTILITY/AGENCY</b>	<b>CONTACT</b>	<b>TELEPHONE NUMBER</b>
<b>PUGET SOUND ENERGY</b>	Dan Saarinen (Potelco, Inc.) Dan.Saarinen@pse.com	(425) 956-7738
<b>CENTURYLINK COMMUNICATIONS</b>	Dena Kludsikofsky dena.kludsikofsky@centurylink.com	(206) 345-0173
<b>COMCAST</b>	Robert Beckett Robert_Beckett@cable.comcast.com	(425) 867-7465
<b>BELLEVUE FIRE DEPARTMENT</b>	Fire Marshal, Ken Carlson	(425) 452-6874
<b>BELLEVUE SEWER UTILITY</b>	Refer to Utility Developer Extension Permit for Contact	(425) 542-6932 EMERGENCY AFTER HOURS (425) 542-7840
<b>BELLEVUE WATER UTILITY</b>	Refer to Utility Developer Extension Permit for Contact	(425) 542-6932 EMERGENCY AFTER HOURS (425) 542-7840

**END OF SECTION 01 30 00**

**SECTION 01 32 00  
COORDINATED UTILITY PLANS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section Includes: Coordinated Utilities Plans.

**1.02 DEFINITIONS**

A. Coordinated Utilities Plans (Plans): Drawings prepared by the Contractor for the purpose of identifying and resolving potential conflicts between utility systems, between utility systems and civil, architectural and structural features, and between clearances required for transfer station operations.

B. Clear zones: Areas depicted on the Drawings which shall remain clear of all obstructions in the completed Work in order to provide adequate clearances for maintenance activities and vehicle movements.

**1.03 DESCRIPTION**

A. Coordinated Utilities Plans:

1. Plans Shall Depict:

a. Equipment: Compactors, compactor HPU's, HVAC equipment, standby generator, electrical panels, and any other equipment with particular clearance requirements or subject to interferences with other equipment or features of the adjacent mechanical, electrical, civil, structural or architectural systems.

b. Utility Ducts and Lines: Mechanical ductwork, electrical conduits and junction boxes, water lines, sewer lines, telecommunications lines, storm water lines, fire protection systems, alarm system lines, hydraulic lines, low voltage system lines, building process system lines, pneumatic pressure lines and other ducts, lines, pipes and conduits connecting components of utility systems.

c. Building and Site Features: Civil, structural and architectural features including all doors that affect the routing, placement or mounting of utility equipment, ducts, or lines.

2. Plan Format:

a. Prepare electronic three dimensional site and building drawings including plan and section views using modeling software to validate areas with critical clearances.

1) Contractor shall prepare electronic files in format compatible with Autodesk® Revit® software or approved equal.

b. Submitted electronically and one full-size printed copy of plan and sectional views at a scale adequate to identify potential conflicts and demonstrate how they will be resolved.

- c. Owner will make available Contract Drawings in electronic format for Contractor's use in preparing the Plans.
  - 1) Contractor shall add all field run utility system components.
- d. Demonstrate that clearances, utility bedding, trenching, placement, mounting and other installation provisions are achievable.

#### **1.04 SUBMITTALS**

- A. General: Submit the following in accordance with Section 00700 – General Terms and Conditions, Article 4.4 – Submittals, and Section 01 33 00 – Submittal Procedures.
- B. Approval Submittals:
  - 1. Coordinated Utilities Plans:
    - a. Provide in accordance with the requirements of this Section.
    - b. Submit at least thirty (30) days prior to the start of any utility system work and not later than one (1) week before the Pre-Installation Meeting discussed below.
    - c. Owner's review of the Plans will be to verify that coordination of the Work is being fully addressed.
      - 1) Owner's review of the Plans does not relieve the Contractor of the obligation to coordinate the Work and to anticipate and resolve conflicts and interferences.
- C. Closeout Submittals:
  - 1. As-built electronic three dimensional coordinated utilities plans.
    - a. Submit electronic files in format compatible with Autodesk® Revit® software or approved equal.
    - b. Submit within three (3) weeks following Substantial Completion of Milestone 3.

#### **1.05 QUALITY ASSURANCE**

- A. Pre-installation Meeting(s): Convene one or more pre-installation meetings in accordance with the requirements of Section 01 30 00 – Administrative Requirements prior to beginning any utility system work shown on the Coordinated Utility Plans.
- B. Include all subcontractors and trades involved.
- C. Meeting shall provide an opportunity for all involved parties to:
  - 1. Coordinate their utility system Work with the surrounding Work.
  - 2. Determine the proper sequencing.
  - 3. Resolve any remaining conflicts.
  - 4. Clarify the meaning and intent of the Clear Zones shown on the Drawings.
  - 5. Establish protocols for resolving any unidentified conflicts that may arise during the progress of the Work.

**PART 2 – PRODUCTS – NOT USED**

**PART 3 – EXECUTION – NOT USED**

**END OF SECTION 01 32 00**



**SECTION 01 32 20  
SCHEDULING**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section includes the following: Scheduling of Work.

**1.02 DEFINITIONS**

A. Project Baseline Schedule:

1. A complete Project Baseline Schedule will be reviewed and commented on by the Owner, to ensure that there is sufficient detailed information and work planning activities in accordance with this Section.
2. The Project Baseline Schedule is required to be cost-loaded, resource-loaded, and Smart Activity ID – coded (Smart Activity IDs with a maximum of ten characters). The resource loading shall be accomplished by creating resource definitions of how many crews the Contractor and subcontractors will have working on specific activities. A narrative of the crew size and make up shall be submitted along with the Baseline Schedule.

B. Total Float (TF): Time between the earliest start date, and the latest start date of an activity, or succession of dependent activities.

C. Weekly Look Ahead Schedule: Annotated, detailed version of the Monthly Update Schedule. Weekly Look Ahead Schedules shall be produced using the designated scheduling program from the Project Baseline Schedule. If the Contractor believes that additional detail is needed to show progress, then those activities shall be incorporated into the Monthly Update Schedule and described in the monthly narrative. The addition of activities during the course of the project shall not increase the existing contract duration unless approved by a Change Order.

D. Monthly Update Schedule: Actual current Project Schedule reflecting actual progress to date, changes to the Baseline Schedule, and Changes to the Work.

E. Project Schedule: The Baseline Schedule, inclusive of any subsequent schedule updates.

F. Working Day: The Schedule shall be developed using a five (5) day eight (8) hour per day work week. The Schedule shall use the level of effort counter for the activity type to track the total Calendar Days allowed in the contract. Submittals and other items of work that are required to use Calendar Days will use an appropriate calendar.

**1.03 PERFORMANCE**

A. Perform scheduling responsibilities required in this Section.

B. Be responsible for completion, and administration of required forms.

C. Scheduling of Activities:

1. The scheduling requirements identified in this Section are in addition to the requirements of Section 00700 – General Terms and Conditions, Article 4.3 – Project Schedule.
  - a. Failure of the Contractor to provide suitable and sufficient information may result in the Project Representative denying or delaying an Application for Payment.
2. Scheduling of construction activities and preparation of construction activities is the responsibility of the Contractor.
3. Use the Critical Path Method (CPM) of scheduling.
4. Level of Detail Required:
  - a. Show a continuous flow of activities from the date of Contract Execution to Final Acceptance.
  - b. Do not exceed duration of fourteen (10) working days for any single construction activity, unless otherwise approved by the Project Representative. Durations that are longer may be used for the submittal development and review period, procurement of items, and fabrication activities. Working days shall be used for all activities except where King County review periods require Calendar Days.
  - c. Use Notice to Proceed 1 as the only constraint.
  - d. Negative lag shall be addressed in accordance with Section 00700 – General Terms and Conditions, Article 4.3 – Project Schedule.
  - e. Use start-start, and finish-start relationships, and milestone activities.
  - f. One activity, the Notice to Proceed 1, shall not have a predecessor and one activity, Project Complete, shall have no successor. All other activities shall have both predecessors and successors. The TF shall be reviewed to ensure that TF is within reason. Any TFs greater than fifty (50) working days shall be discussed in the Baseline Schedule Narrative. Submittals and Plans are exempt from this requirement of fifty (50) working days.
  - g. After the Project Baseline Schedule is reviewed with no exceptions taken no Activities shall be deleted. The contractor shall create an Activity Code called “DEL.” This shall be assigned to activities that are no longer in use. These activities shall have current predecessors/successors removed and actualized for the date they are no longer needed. The Contractor shall use the Note Function to address why this activity was no longer needed. Then a predecessor of Notice to Proceed 1 will be added and a successor of Project Complete will be added.
5. Transition Period between Milestone 2 and Milestone 3:
  - a. Coordinate with the Project Representative and include in the Baseline Schedule and subsequent Monthly Schedule Updates a detailed breakdown of Contractor and Owner activities that must occur during the Transition Period.

- b. The Project Representative will provide detailed input regarding the Owner's activities which shall be included in the Project Schedule for the Transition Period.
6. Scheduling of Activities:
- a. Identify activities within the Milestones in accordance with Section 01 10 00 – Summary of Work.
  - b. Break down activities that are necessary to occur in more than one Milestone.
7. Software: Use Oracle/Primavera P7 SP4 or more recent version as the scheduling product; or Approved Equal acceptable to the Owner.
8. Cost Loading:
- a. Cost load every activity when cost loading is required for a schedule submittal in accordance with provisions of this Section.
  - b. Include progress schedule and reporting activities.
  - c. Include mobilization and demobilization activities.
9. Project Baseline Schedule:
- a. The Project Baseline Schedule provides precedence diagram and demonstrates cost-loading, resource-loading, WBS, and a defined critical path.
  - b. Provide a schedule which accurately describes completion of the Work within the Contract Time from Notice to Proceed 1 through project completion.
  - c. Cost load each activity.
  - d. Resource load each activity.
  - e. Develop Smart Activity IDs to define the specific WBS to which they are assigned. Smart Activity IDs shall be up to a maximum of 10 characters long.
  - f. No progress billing will be paid on the non-cost loaded, non-resource loaded, non-activity-coded Preliminary Construction Schedule.
  - g. When reviewed by the Project Representative, and after the Project Representative's comments have been resolved, the Baseline Schedule constitutes the Project Schedule for monitoring, and completion of the Work in performance of the Contract.
  - h. The critical path will be continuous. If the Contractor needs to show cure time for concrete or coatings a specific activity shall be added to show that duration with the appropriate calendar.

10. Monthly Update Schedule:

- a. Include an updated PDF showing remaining activities and critical path, monthly project cash flow projection (including Contractor and subcontractor work), narrative summary with a "Claim Digger Run" comparing the current schedule with the previous submittal, and schedule electronic data files from the scheduling software to the Project Representative for review and analysis. The PDF shall show the Activity ID, Activity Name, Start, Finish, Total Float, Original Duration, Remaining Duration, Predecessors and Successors. Additional information may be requested at any time by the Project Representative for the use of the Owner at no additional cost to the Owner.
- b. Narrative Summary: Briefly describe the progress of the Work, and describe how the Work is progressing toward its scheduled completion.
- c. Identify milestones completed, major equipment deliveries, and problems arising during the month.
- d. Identify impacts on the schedule and describe how they will be mitigated to complete the project on schedule. Schedules shall meet the required completion date in order to be approved. The Contractor shall revise logic to mitigate late finish dates. Logic changes will be discussed in the narrative.
- e. Project the Work anticipated during the coming month; include major deliveries, and submittals.

11. Float Time:

- a. Float Time is for the Contract, and is not for the exclusive use of either the Contractor or the Owner.
- b. Float Time should be used in priority of who demonstrates a reasonable need to utilize Float Time first, whether this is the Owner, or the Contractor.

12. Weekly Look Ahead Schedule: Annotated version of the Monthly Update Schedule that reflects work tasks to be completed in the next three (3) week period, and coordinated with the work results in the preceding two (2) week period.

- a. The Contractor shall create the Weekly Look Ahead Schedule from the Baseline Schedule scheduling software.
- b. Submit weekly narrative describing impacts to and issues affecting the Baseline Schedule
- c. Excel spread sheets or bar graphs other than the Annotated version of the Monthly Update Schedule will not be accepted.

#### **1.04 SUBMITTALS**

- A. General: Submit the following in accordance with Section 00700 – General Terms and Conditions, Article 4.4 – Submittals, and Section 01 33 00 – Submittal Procedures:
  - 1. Baseline Schedule:
    - a. Submit within fourteen (14) calendar days after Notice to Proceed 1.
    - b. Provide four color (4) plots and an electronic version in native file format via the Document Control System provided by Owner.
  - 2. Monthly Update Schedules and Narrative Summary:
    - a. Submit with each Application for Payment in accordance with Section 01 20 00 – Payment Procedures.
  - 3. Weekly Look Ahead Schedule and Narrative:
    - a. Submit an electronic version twenty four (24) HRS in advance of Weekly Progress Meetings in accordance with Section 01 30 00 – Administrative Requirements.

#### **1.05 QUALITY CONTROL**

- A. Written Narratives:
  - 1. The original duration shall not change during the project.
  - 2. The resources shall be defined, the number of crews per item and then a narrative describing each crew. The Contractor may, at its discretion, show all resources per activity. A day will be assumed eight (8) hours and a work week is five (5) days. All calendars, coding, etc. shall be set for Project.
- B. Network Diagrams: Include the following detailed information, in accordance with the CPM technique, when network diagrams are required by provisions of this Section:
  - 1. Smart Activity ID.
  - 2. Activity Description.
  - 3. Activity duration i.e., Original duration and Remaining Duration.
  - 4. Start and late start.
  - 5. Finish and late finish.
  - 6. Predecessor activities.
  - 7. Successor activities.
  - 8. TF Time.
- C. Work Breakdown Structure: The Schedule shall be developed using a work breakdown structure.

**PART 2 – PRODUCTS – NOT USED**

**PART 3 – EXECUTION – NOT USED**

**END OF SECTION 01 32 20**

**SECTION 01 33 00  
SUBMITTAL PROCEDURES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section includes the following:

1. Leadership in Energy and Environmental Design (LEED®) Submittal Summary.
2. Submittal Procedures.
3. Preparation of Operation and Maintenance (O&M) Manuals.
4. Submittal Schedule.
5. Submittal Transmittal Form.

**1.02 DEFINITIONS**

A. Complete: A submittal shall not be deemed complete until the submittal has been reviewed and returned by the Project Representative with one of the following annotations: (1) NO EXCEPTIONS TAKEN or (2) MAKE CORRECTIONS NOTED.

B. Submittal Categories:

1. LEED Documentation Submittals: Documentation necessary to demonstrate product, material or equipment compliance with project sustainability objectives.
2. Approval Submittals: Documentation necessary to demonstrate product, material, equipment, or manufacturer's qualifications compliance with Contract requirements.
3. Quality Assurance Submittals: Documentation necessary to demonstrate product, material or equipment conformance with approved Approval Submittals.
4. Closeout Submittals: Documentation required in accordance with Section 01 78 00 – Closeout Procedures.
  - a. O&M Manuals: Documentation required in accordance with Paragraph 1.05.
  - b. Extended warranties.

**1.03 LEED SUBMITTALS SUMMARY**

A. Summary of Required Submittals. Submittals required to create the LEED Application are provided in the related product sections; a summary of LEED related submittals is provided here for reference only. Each LEED credit will require a signed and completed electronic LEED form submittal in addition to the supporting documentation described in this Section.

1. SS Prerequisite 1: Construction Activity Pollution Prevention:
  - a. Erosion control plan with the sediment and erosion control measures highlighted.

- b. Monthly photo documentation showing that Temporary Erosion and Sedimentation controls are in place and functioning.
- 2. SS Credit 5.1: Site Development: Protect or Restore Habitat:
  - a. Site plans highlighting restored and protected areas.
  - b. List native and adapted plant species.
- 3. SS Credit 7.1: Heat Island Effect – Non-Roof:
  - a. Cut sheets for paving systems surfaces highlighting the reflectance of the installed materials.
- 4. EA Prerequisite 1: Fundamental Commissioning of the Building Energy Systems:
  - a. Commissioning plan and Specifications.
  - b. Documented CxA experience on at least two projects.
  - c. Owner approved Owner Project Requirements.
  - d. Final Basis of Design report.
  - e. List of commissioned systems.
  - f. Building systems manual.
  - g. Final commissioning report.
- 5. EA Credit 3: Enhanced Commissioning:
  - a. Update required documents listed for EA Prerequisite 1 above at construction and commissioning milestones as needed for final documentation.
  - b. Create a written schedule of building operator trainings.
  - c. Retain a copy of CxA design review, designer responses, and confirmation of back-check.
- 6. EA Credit 5: Measurement and Verification:
  - a. Measurement and Verification (M&V) plan consistent with Option B: Energy Conservation Measure Isolation as specified in the International Performance Measurement & Verification Protocol Volume III: Concepts and Options for Determining Energy Savings in New Construction, April 2003.
  - b. M&V plan must cover a period of at least 1 year of post-occupancy.
  - c. Provide a process for corrective action if the results of the M&V plan indicate that energy savings are not being achieved.
- 7. MR Credit 2: Construction Waste Management:
  - a. Construction Waste Management plan to divert a minimum ninety-five (95) percent by weight of recyclable construction waste, including demolition waste, to CDL Program recycling.

- b. Tracking and summary log of all construction waste generated by type, the quantities of each type that were diverted and landfilled, and total percentage of waste diverted from landfill disposal.
  - c. Construction Waste Management progress reports, including monthly photo documentation of construction waste management procedures and on-site bins.
  - d. Documentation of recovery rate, if commingled.
  - e. Waste hauling certificates or receipts.
  - f. Final Construction Waste Management Report as described in Section 01 74 10 - Construction Waste Management.
  - g. Include a brief narrative explaining how and to where each waste type has been diverted.
8. MR Credit 3: Materials Reuse:
- a. Maintain list of reused and salvaged materials and their corresponding costs.
  - b. Maintain list of actual material costs (excluding labor and equipment). If unavailable, refer to CSI MasterFormat™ 2004 Edition Divisions 03-10, 31, and 32.
9. MR Credit 4: Recycled Content:
- a. List of all product names, manufacturer's names, costs, post and pre consumer content percentages and their cost.
  - b. Cut sheets or manufacturer letter for each product/material highlighting recycled content information.
  - c. Maintain list of actual materials costs for CSI Division 03-10, 31, and 32.
10. MR Credit 5: Regional Materials:
- a. List of all purchased materials manufactured or harvested/extracted within five hundred (500) miles of the project site, their cost, and the location of manufacture or harvest/extraction and distance from the project site.
  - b. Cut sheets or other documentation for each product/material highlighting location of manufacture or harvest/extraction.
  - c. Maintain list of actual materials costs for CSI Division 03-10, 31, and 32.
11. MR Credit 7: Certified Wood:
- a. Tracking list of certified wood purchases.
  - b. Certificate or other documentation for each product/material demonstrating the Forest Stewardship Council (FSC) Chain of Custody.
  - c. Vendor invoices (copies acceptable) for each certified wood product.

12. IEQ Credit 3.1: Construction Indoor Air Quality Management Plan, During Construction:
  - a. Construction Indoor Air Quality (IAQ) Management Plan.
  - b. Photographs of construction IAQ management measures such as protection of ducts and on-site stored or installed absorptive materials.
  - c. Cut sheets of filtration media used during construction with Minimum Efficiency Reporting Values (MERVs) highlighted.
13. IEQ Credit 3.2: Construction IAQ Management Plan, After Construction, Before Occupancy:
  - a. Cut sheets of filtration media installed during flush out and immediately prior to occupancy with MERVs highlighted.
  - b. A letter describing building flush-out procedures including actual dates of building flush-out. If IAQ testing is performed in lieu of a flush out, provide documentation demonstrating conformance with IAQ testing procedures described in Section 01 81 90 - Air Quality Management.
14. IEQ Credit 4.1: Low-Emitting Materials – Adhesives and Sealants:
  - a. List each indoor aerosol adhesive product, sealant and sealant primer with manufacturer's name, product name, and Volatile Organic Compound (VOC) data (g/L, less water) as well as the corresponding allowable VOC from the referenced standard.
  - b. Material Safety Data Sheet (MSDS) highlighting VOC content for each adhesive and sealant used inside the vapor barrier.
  - c. Summary table comparing credit requirements and actual VOC levels for each product.
15. IEQ Credit 4.2: Low-Emitting Materials – Paints and Coatings:
  - a. List each indoor paint and coating product used. Include manufacturer's name, product name, and VOC data (g/L, less water) as well as the corresponding allowable VOC from the referenced standard.
  - b. MSDS highlighting VOC content for each adhesive and sealant used inside the vapor barrier.
  - c. Summary table comparing credit requirements and actual VOC levels for each product.
16. IEQ Credit 4.3: Low Emitting Materials – Flooring Systems:
  - a. Cut sheets or letters from product manufacturers indicating that carpet products meet the Carpet and Rug Institute Green Label Plus IAQ Test Program requirements.
  - b. Summary table listing each carpet, carpet cushion, carpet adhesive, hard surface flooring product, tiles setting adhesive, finishes, and grout installed in the building interior. Record the VOC content for each adhesive.

17. IEQ Credit 4.4: Low-Emitting Materials – Composite Wood Products:
    - a. Cut sheets indicating the bonding agents for each composite wood and agrifiber product used in the project do not contain added urea formaldehyde resins.
    - b. Summary table listing each composite wood product used on the project. Confirm and back-check that each product does not contain any added urea-formaldehyde.
  18. ID Credit 1.4 and 1.5: Innovation in Design:
    - a. Up to two ID points for Credit 1 will be needed at construction phased LEED submittal.
    - b. Options for achieving points include Waste Diversion 100% or Recycled Content 30 percent or more (unless exemplary performance points already maximized at design submittal), then an Education Program (signage developed in cooperation with County) will be required. Other options outlined in County’s Basis of Design Report (Appendix D) if needed.
  19. ID Credit 2: LEED Accredited Professional:
    - a. Documentation of credit is complete. Submittal of documentation to GBCI only allowed during Construction Submittal.
- B. LEED Reporting Forms:
1. Complete the forms listed below, as required by Sections throughout this specification.
    - a. LEED Letter Templates: Excel spreadsheet that prompts the responsible party to declare that the requirements of each prerequisite and credit are met. This document is available free of charge, and will be distributed by the Owner’s LEED Representative.
    - b. LEED Materials Tracking Form: Form to be provided in an electronic format to the Contractor to record LEED materials used on the project.

**1.04 SUBMITTAL PROCEDURES**

- A. General: Submit the following in accordance with Section 00700 – General Terms and Conditions, Article 4.4 – Submittals.
  1. No Work relating to a submittal shall commence prior to written approval. Any work that commences prior to submittal approval shall be at the Contractor’s own risk.
- B. Submittals will only be accepted from the Contractor.
  1. Materials provided by subcontractors and others who are not the Contractor will not be received and will not be reviewed or acted upon.
  2. All materials and submittals must be submitted to the Project Representative by the Contractor itself, and not through proxies.
- C. On Hold Status:
  1. A submittal deemed by the Project Representative to be On Hold will not be reviewed until it is corrected by the Contractor.

2. The Project Representative will return submittals which are not corrected by the Contractor during the On Hold period; the review and return time will be as for a resubmittal.

D. Identification of Submittals:

1. Identify each submittal by Specification Section number where the requirement for the submittal was identified.
2. Provide a submittal transmittal form indicating the date of the submittal, the subcontractor's name, and the date the submittal is supposed to be returned by the Project Representative in accordance with the Submittal Schedule.
3. Filenames shall include the Specification Section, and the date of the submittal.

E. Administrative Submittals:

1. These documents include:
  - a. Construction schedules in accordance with Section 01 32 20 – Scheduling.
  - b. Schedule of Values and Applications for Payment in accordance with Section 01 20 00 – Payment Procedures.
  - c. List of Subcontractors.
  - d. Submittal Schedule.
  - e. Permits not provided by the Owner but required in the course of the Work.
  - f. Source inspection and test reports in accordance with Section 01 43 00 – Quality Assurance and Control.

F. Required Submittal Dates:

1. Within Divisions 02 through 40, submittals are generally divided into four categories with the following default submittal date requirements:
  - a. LEED Documentation Submittals
    - 1) Submit product information no later than sixty (60) calendar days before the product, material, assembly, system or other element of the Work covered by the submittal must be ordered so it is delivered to the Project Site when needed, in accordance with the Contractor's latest Project Schedule.
    - 2) Submit hauling certificates and Chains of Custody no later than (30) calendar days after the product, material, assembly, system or other element of the Work covered by the submittal was installed.
  - b. Approval Submittals: No later than sixty (60) calendar days before the product, material, assembly, system or other element of the Work covered by the submittal must be ordered so it is delivered to the Project Site when needed, in accordance with the Contractor's latest Project Schedule.

- c. Quality Assurance Submittals: No later than sixty (60) calendar days before the supplier, manufacturer, fabricator, or installer completes Work covered by the submittal, in accordance with the Contractor's latest Project Schedule.
  - d. Closeout Submittals: No later than twenty-one (21) calendar days before Final Acceptance.
    - 1) O&M Manuals: No later than ninety (90) days prior to the request for issuance of the Substantial Completion certificate.
  - 2. Exceptions to the default submittal dates are noted in the attached submittal schedule.
  - 3. The example Submittal Schedule at the end of this Section establishes the latest allowable dates for each submittal.
    - a. A number of the submittals are designated to be submitted and approved prior to the issuance of the Notice To Proceed 2. These submittals are in bold text in the example Submittal Schedule.
    - b. Contractor shall provide Latest Allowable Submittal Dates on the Submittal Schedule within twenty-eight (28) calendar days of Notice to Proceed 1.
  - 4. Review and Return Time: Submittals will be reviewed and returned to the Contractor within thirty (30) calendar days after receipt of each submittal, or resubmittal.
  - 5. Require each subcontractor provide its respective submittal packages in advance of the submittal date, and with sufficient time to permit the Contractor's personnel to review the submittals for completeness, conformance with the Contract Documents, and neatness and forward them to the Project Representative for review and distribution.
- G. Submittal Log:
- 1. Project Representative will maintain an electronic Submittal Log coordinated with the Submittal Schedule.
  - 2. The Submittal Log will indicate where in the process of review any particular submittal should be, as a check for the Project Representative to administer the submittal review process.
    - a. Assign each submittal entry the appropriate Review Action designation in accordance with its status.
  - 3. Submittal Log shall be revised by the Project Representative at least weekly, and be posted on the Project Document Control System provided by Owner.
- H. Shop Drawings:
- 1. Submit Drawings drawn to an appropriate scale and sufficiently legible to discern detail.
  - 2. Accurately and completely describe or otherwise identify any deviation from the Contract Documents.

3. Provide dimensions; identify adjacent materials, systems and Work of other systems to the best of your ability. Include field verified dimensions when appropriate.
- I. Product Data:
1. Mark product data sheets to show choices and option selections.
  2. Clearly identifying the system, assembly, material or product for which it is submitted using the names or terminology for the system, assembly, material or product in the Contract Documents.
  3. Identify how accessories will be incorporated into assemblies.
  4. Identify the basis of compliance with the requirements identified in the Contract Documents. When one or more criteria cannot be determined, identify the criteria which represent the basis for selection.
- J. Samples:
1. Submit appropriately sized samples in accordance with the Contract Documents.
  2. Clearly label samples, identifying the system, assembly, material or product for which it is submitted using the names or terminology for the system, assembly, material or product in the Contract Documents.
  3. Provide three (3) duplicate samples or sets of samples unless noted otherwise in the Contract Documents.
  4. Include with samples a statement of the availability of each product, and compliance with applicable standards.
  5. Submit a full set of choices when selection will be from a range of products.
    - a. Demonstrate finishes including color, sheen, texture and other physical attributes including toughness, resistance to damage from scratching, crushing and wear.
  6. Provide samples from the range of materials that are being proposed.
- K. Manufacturer's Instructions:
1. Provide Manufacturer's Instructions as defined in Section 01 60 00 – Product Requirements.
- L. Manufacturer's Contact Information:
1. Name, title, mailing address, phone number and email address of the manufacturer's technical representative assigned to the Project.
- M. Mockups:
1. Provide mockups where required in the Contract Documents.
  2. Mockups identified in the Contract Documents may be incorporated into the Project unless otherwise determined by the Project Representative.
  3. Mockups shall be produced and removed at Contractor's own expense.

N. Project Representative Response to Submittals:

1. A/E Representative responses to submittals will be returned to the Contractor by the Project Representative, consistent with one of the following:
  - a. No Exceptions Taken: Indicates submittal has been reviewed and appears to be in conformance with requirements of the Contract Documents. Contractor may proceed with construction shown on the submittal.
  - b. Make Corrections Noted: Indicates submittal appears to be in conformance with requirements of the Contract Documents, with the exception of noted corrections. Contractor shall incorporate the corrections noted and may proceed with construction shown on the submittal. No resubmittal is required.
  - c. Amend-Resubmit: Indicates submittal does not appear to be in conformance with the Contract Documents. A/E Representative's comments will be noted on the submittal or in a separate memorandum or letter from the Project Representative. Contractor shall recheck, make necessary revisions, and resubmit.
    - 1) Do not permit submittals marked "Amend-Resubmit" to be used at the Project Site, or elsewhere where Work is in progress.
  - d. Reference: Indicates submittal gives general information incidental to but not required for construction.
  - e. Submittals Not Required-No Action Taken: Indicates that the submittal is not called for by the Contract Documents and that no action was taken by Project Representative on the gratuitous submittal.

**1.05 QUALITY ASSURANCE**

A. Personnel:

1. Designate a single point of contact that will act through the course of the Project to administer the submittals.
2. This person is to be responsible for delivering the submittals to the Project Representative in accordance with this Section.

B. Contractor's Required Review: The Contractor shall review every submittal for completeness and conformance with the Contract Documents and will coordinate the Work prior to submitting materials to the Project Representative.

1. Acknowledge review of the material, equipment, or other items contained in the submittal with a signature and a date by authorized representative of the Contractor.
  - a. For submittals not provided via the Electronic Document Control System by signing and dating the submittal transmittal form.
  - b. For submittals provided via the Electronic Document Control System by electronically embedding Contractor's review and approval stamp with signature and date.

2. Completeness and Conformance with Contract Documents:
  - a. Transmit complete submittal packages in conformance with Contract Documents to the Project Representative by the date(s) established by the approved Submittal Schedule.
  - b. Submittals without required information are not acceptable; such submittals will be returned for correction and resubmittal without further review.
  - c. Submittals deemed illegible by the Project Representative are not acceptable; such submittals will be returned for correction.
  - d. Review of submittals by the Project Representative does not relieve the Contractor of responsibility for errors in the submittals, and does not demonstrate an assumption of risks, or of liabilities by the Owner.
3. Contractor Coordination of Submittals:
  - a. Submittals that are not reviewed by the Contractor, that are out of sequence with other submittals, or that are dependent on other Work that has not been coordinated, are not acceptable; such submittals will be returned for correction.

## **PART 2 – PRODUCTS – NOT USED**

## **PART 3 – EXECUTION**

### **3.01 SUBMITTAL SCHEDULE**

- A. Contractor shall submit a Submittal Schedule. Schedule of Submittal shall be provided within thirty (30) days of Notice to Proceed with Milestone 1.
- B. Check each Specification Section for the complete submittal requirements.
- C. The Submittal Schedule identifies in broad terms the general nature of the submittals that are required from the Contractor.
  1. The information contained in this Submittals Schedule is provided for the convenience of the Contractor.
  2. This list may not be complete or consistent with submittal requirements in Divisions 01 through 40. Refer all differences between the submittal schedule and requirements in specific sections to the Project Representative for resolution.
- D. Submittals Schedule: Submittals noted in **bold** font must be completed as condition precedent for issuance Notice to Proceed 2.

<b>Section</b>	<b>Title</b>	<b>Submittal</b>	<b>Latest Allowable Submittal Date</b>
00800	SUPPLEMENTAL TERMS AND CONDITIONS – PROJECT LABOR AGREEMENT (PLA)	Plan for participation of SAC-registered apprentices	Pre-job conference
		Numbers of apprentices used by craft and trade at each tier and level of work	Monthly during onsite construction
01 01 00	PARTNERING	None	Not Applicable
01 09 05	REFERENCE STANDARDS	None	Not Applicable
01 10 00	SUMMARY OF WORK	None	Not Applicable
01 13 00	ESCROW BEST AND FINAL OFFER (BAFO) DOCUMENTATION	<b>Escrow BAFO Documentation</b>	Five (5) days after the BAFO submittal
01 14 00	WORK RESTRICTIONS	Written Notices	Seven (7) calendar days before disruptive work activities which could interfere or disrupt Owner's operations or access to transfer station Seven (7) calendar days before work that will require Owner flaggers Seven (7) calendar days prior to Contractor's need for alternative entering and exiting arrangements Six (6) weeks before changes in work areas and/or work hours
01 20 00	PAYMENT PROCEDURES	<b>Schedule of Values</b>	One (1) week following issuance of NTP 1
		Applications for Payment	Provide in a Consistent organization month to month
01 21 00	ALLOWANCES	Monthly Diesel Fuel Report	Provide on a monthly basis when invoicing under Cost Items 3, 4, 12, and 13
		Monthly Steel Report	Provide on a monthly basis when invoicing for steel materials under Cost Item 1

<b>Section</b>	<b>Title</b>	<b>Submittal</b>	<b>Latest Allowable Submittal Date</b>
01 30 00	ADMINISTRATIVE REQUIREMENTS	<b>Contractor Staffing and Organization Chart</b>	Within three (3) weeks of Notice To Proceed 1
		<b>List of Contractor's Personnel and Subcontractors</b>	Within three (3) weeks of Notice To Proceed 1
		Weekly Look-Ahead Schedules and Associated Narrative	Twenty-four (24) hours in advance of weekly Project meetings
01 32 00	COORDINATED UTILITY PLANS	Coordinated Utility Plans	At least thirty (30) days prior to the start of any utility system work and not later than one (1) week before the Pre-Installation Meeting(s)
		As-built Coordinated Utility Plans	Within three (3) weeks following Substantial Completion of Milestone 3
01 32 20	SCHEDULING	Preliminary Construction Schedule	Submit during Request for Proposal process
		<b>Baseline Schedule</b>	Within fourteen (14) calendar days following Notice To Proceed 1
		Monthly Update Schedules	Simultaneous with monthly applications for payment
		Weekly Look Ahead Schedules	24 hours before each weekly Project progress meeting
01 33 00	SUBMITTAL PROCEDURES	None	None
01 35 00	HEALTH AND SAFETY	<b>Health and Safety Plan</b>	Within three (3) weeks following Notice To Proceed 1
		<b>Accident Prevention Program</b>	Within three (3) weeks following Notice To Proceed 1
		Accident Notification Reports	Immediately following the accident
		Injury Summary Reports	The first weekday of each month
		<b>HAZWOPER Certification</b>	Within four (4) weeks following Notice To Proceed 1
		Asbestos Worker/Supervisor Certification	Prior to asbestos related work being performed

<b>Section</b>	<b>Title</b>	<b>Submittal</b>	<b>Latest Allowable Submittal Date</b>
01 35 05	PROTECTION OF DEPOSITS OF HISTORICAL OR ARCHAEOLOGICAL INTEREST	Drawing of the work area	Within three (3) weeks following Notice To Proceed 1 and within three (3) weeks following Substantial Completion of Milestone 2
01 41 00	REGULATORY REQUIREMENTS	Construction Restoration Acceptance	When requested by the Project Representative
		Copies of Permits	Within 3 days of the date of issuance
		Permit Cards	When requested by the Project Representative
		Permit Approvals	As they become available
01 43 00	QUALITY ASSURANCE AND CONTROL	<b>Quality Control Plan</b>	Fourteen (14) days following Notice To Proceed 1
		<b>Testing Agency Qualifications and Accreditations</b>	Within four (4) weeks following Notice To Proceed 1
		Installer, Manufacturer, Fabricator, and Supplier Qualifications	As required in Sections of Divisions 02 through 40
		Design Engineer/consultant qualifications, registrations, licenses and accreditations	As required in Sections of Divisions 02 through 40
		Manufacturer's and Supplier's Source Quality Control Test Results	As required in Sections of Divisions 02 through 40
		Engineer and Advisor Information	Prior to employment of the Engineer or Advisor
		01 43 20	SURVEYING
<b>Complete closed survey loop identifying the project benchmarks, and data demonstrating these points relative to the Project Datum</b>	Prior to commencing layout		
<b>Contractor's Letter of Acceptance (or Correction) of Owner Provided Survey</b>	Four (4) weeks after Notice To Proceed 1		
Completed Work Verification Survey	Prior to Contractor's Request for Substantial Completion		

<b>Section</b>	<b>Title</b>	<b>Submittal</b>	<b>Latest Allowable Submittal Date</b>
01 50 00	TEMPORARY FACILITIES AND CONTROLS	<b>Information regarding Owner's Required Construction Trailer</b>	Within four (4) weeks following Notice To Proceed 1
		<b>Wastewater Handling and Disposal Plan</b>	Two (2) weeks following Notice To Proceed 1
		Shop Drawing for Project Identification Sign	Prior to manufacture of the sign
01 55 00	TRAFFIC CONTROL	Request to Modify Traffic Management Plan	See Table Note 1
		State of Washington Traffic Flagger Certification Cards	See Table Note 1
01 60 00	PRODUCT REQUIREMENTS	Substitution Request Form	See Table Note 1
01 70 00	EXECUTION PROCEDURES	None	Not Applicable
01 73 00	OPERATION AND MAINTENANCE MANUALS	O&M Manual for portion of the project covered by Milestone 2	Draft: Ninety (90) days prior to request for issuance of the Substantial Completion certificate for Milestone 2 Work Final Draft: Thirty (30) days prior to request for issuance of Substantial Completion certificate for Milestone 2 Work.
		Supplemental Portion of O&M Manual for portion of the project covered by Milestone 3	Initial draft: Ninety (90) days prior to the request for issuance of the Substantial Completion certificate for Milestone 3 Work Final draft: Thirty (30) days prior to the request for issuance of the Substantial Completion certificate for Milestone 3 Work
		Final O&M Manual	Thirty (30) days following issuance of the Substantial Completion certificate for Milestone 3 Work
01 73 20	OPENINGS AND PENETRATIONS IN CONSTRUCTION	Shop Drawings	See Table Note 1

Section	Title	Submittal	Latest Allowable Submittal Date
		LEED Submittals: Product data for IEQ 4.1	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
01 73 29	CUTTING AND PATCHING	Product Information	See Table Note 1
		LEED Submittals: Product data for IEQ 4.2	See Table Note 1
01 74 10	CONSTRUCTION WASTE MANAGEMENT	<b>Waste Management Plan</b>	Within fourteen (14) calendar days following Notice To Proceed 1
		Construction Waste Management Reports	With each Progress Report
		Monitoring Report	Monthly
		Waste Management Report	With each Application for Progress Payments
		LEED Submittals: Product data for MR 2	See Table Note 1
		Final Construction Waste Management Report	With each Application for Progress Payments
01 78 00	CLOSEOUT PROCEDURES	Releases	With Final Application for Payment
		Final Affidavit of Amounts Paid	Twenty-one (21) calendar days before Final Acceptance
		Final, Complete Record Documents	Ten (10) days following Certificate of Substantial Completion issuance for Milestone 4
		Final Application for Payment	Twenty-one (21) calendar days before Final Acceptance
		Completed Permits	Ten (10) days following Certificate of Substantial Completion issuance
		Copies of Special Extended Warranties	Ten (10) days following Certificate of Substantial Completion issuance for the portion of the Work covered by each warranty
		Contract Closeout Documents Checklist	As directed by Project Representative
01 81 30	SUSTAINABILITY REQUIREMENTS	None	Not Applicable

<b>Section</b>	<b>Title</b>	<b>Submittal</b>	<b>Latest Allowable Submittal Date</b>
01 81 90	AIR QUALITY MANAGEMENT	IAQ Management Plan	Draft: Within 60 calendar days after receipt of Notice To Proceed 1, or prior to HVAC work, whichever occurs sooner Final: Within 14 calendar days of Owner determination of acceptable BMPs
		IAQ Management Reports:	With each monthly progress payment request
		Photographs of construction IAQ measures	As determined by the Project Representative
		Cut sheets of filtration media	30 days prior to the need for this material on the Project Site
01 91 00	LEAD AND ASBESTOS	Disposal facility receipts	Within thirty (30) calendar days after removal
01 91 10	HAZARDOUS-CONTAINING BUILDING MATERIALS	Recycling receipts, if any	Within thirty (30) calendar days after removal
		Records and storage data	Within thirty (30) calendar days after removal
01 95 00	COMMISSIONING REQUIREMENTS	Start-up Plan	See Table Note 1
		Owner Training Plan	See Table Note 1
01 97 50	TRANSITION PERIOD PLANNING AND IMPLEMENTATION ASSISTANCE	None	Not Applicable
02 31 40	REMOVAL OF HAZARDOUS MATERIALS AND DANGEROUS WASTE	Pollution Prevention and Spill Contingency Response Plan	Within fourteen (14) calendar days following Notice to Proceed 1
		Emergency response contact information and HAZWOPER Certifications	Within four (4) weeks following Notice to Proceed 1
		Hazardous Material release reports	Within 24 HRS of a release of Hazardous Materials associated with Project

<b>Section</b>	<b>Title</b>	<b>Submittal</b>	<b>Latest Allowable Submittal Date</b>
02 41 00	DEMOLITION	Demolition Plan	Thirty (30) calendar days prior to the intended start of demolition work
		LEED Submittals: Product data for MR 2	See Table Note 1
03 05 05	TESTING	Concrete materials and concrete mix designs	See Table Note 1
		Testing Agency Qualifications	See Table Note 1
03 09 00	CONCRETE	LEED Submittals: Product Data for MR 4 and VOC	See Table Note 1
		Concrete mix designs	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Product Technical Data	See Table Note 1
		Reinforcing Steel Shop Drawings	See Table Note 1
		Mill Certificates	See Table Note 1
		Strength test	See Table Note 1
		Concrete batch tickets	See Table Note 1
03 11 13	FORMWORK	Product Technical Data	See Table Note 1
		Samples	See Table Note 1
03 21 00	REINFORCEMENT	Manufacturer's installation instructions	See Table Note 1
		Mill certificates for all reinforcing	See Table Note 1
		Manufacturer and type of proprietary rebar mechanical splices	See Table Note 1
		Manufacturer and type of rebar adhesive anchor including installation instructions	See Table Note 1
		Qualifications of welding operators, welding processes, and procedures	See Table Note 1
		Rebar details	See Table Note 1
		Locations where proprietary rebar mechanical splices are required or proposed for use	See Table Note 1
		Shop Drawings	See Table Note 1
		LEED Submittals: Product data for MR 4 and MR 5	See Table Note 1
03 31 30	CONCRETE MATERIALS AND PROPORTIONING	Manufacturers instructions	See Table Note 1

<b>Section</b>	<b>Title</b>	<b>Submittal</b>	<b>Latest Allowable Submittal Date</b>
		Manufacturer and type of proposed admixtures	See Table Note 1
		Manufacturer and type of non-shrink grout and grout compound	See Table Note 1
		Certification of standard deviation value for ready mix concrete plant	See Table Note 1
		Certification fly ash meets quality requirements and suppliers certified test reports	See Table Note 1
		Certification of class of course aggregate	See Table Note 1
		Certification of aggregate gradation	See Table Note 1
		Test reports	See Table Note 1
		LEED Submittals: Product data for MR 4 and MR 5	See Table Note 1
03 31 31	CONCRETE MIXING, PLACING, JOINTING, AND CURING	Manufacturers installation instructions	See Table Note 1
		Shop Drawings	See Table Note 1
		Manufacturers and types	See Table Note 1
		Ready mix concrete plant and waterstop certifications	See Table Note 1
		Chemical Stain mock ups	See Table Note 1
		LEED Submittals: Product data for MR 4 and MR 5	See Table Note 1
		Cold Weather Plan	See Table Note 1
		Copies of concrete delivery tickets	See Table Note 1
03 31 32	CONCRETE FINISHING AND REPAIR OF SURFACE DEFECTS	Manufacturers installation instructions	See Table Note 1
		Certification of aggregate gradation	See Table Note 1
		Certification that products will not interfere with bonding of floor / wall finishes	See Table Note 1
03 35 00	CONCRETE SEALER	Manufacturers product data and application instructions	See Table Note 1
		LEED MR-5 and EQ 4.2 product data	See Table Note 1
		Pigmented Concrete Sealer 1-quart sample	See Table Note 1
03 41 13	PRECAST CONCRETE HOLLOW CORE SLAB	Design Calculations	See Table Note 1
		Shop Drawings	See Table Note 1

03 48 00	PRECAST CONCRETE VAULTS AND OIL WATER SEPARATORS	LEED MR-5 product data	See Table Note 1
		Product Technical Data	See Table Note 1
		Shop Drawings	See Table Note 1
		Source Quality Control Tests	See Table Note 1
		Certification of Testing Facility Qualifications	See Table Note 1
05 12 00	STRUCTURAL STEEL	Shop Drawings	See Table Note 1
		Erection Drawings	See Table Note 1
		Product Technical Data	See Table Note 1
		Current Welding Certifications	See Table Note 1
		Welder Qualification Data	See Table Note 1
		Test Reports	See Table Note 1
		LEED MR-4 and MR-5 product data	See Table Note 1
05 21 10	STEEL JOISTS	Shop Drawings	See Table Note 1
		LEED MR-4 and MR-5 product data	See Table Note 1
		Structural Engineering Calculations	See Table Note 1
		Manufacturer's certifications	See Table Note 1
05 30 00	METAL DECK	Shop Drawings	See Table Note 1
		Manufacturer's specifications and installation instructions	See Table Note 1
		Manufacturer's load tables	See Table Note 1
		Manufacturer's certifications	See Table Note 1
		Test Reports	See Table Note 1
		LEED MR-4, MR-5, IEQ 4.2 product data	See Table Note 1
05 40 00	COLD FORMED METAL FRAMING	LEED MR-4 and MR-5 product data	See Table Note 1
		Shop Drawings	See Table Note 1
05 50 00	METAL FABRICATIONS	Shop Drawings	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Manufacturer's load tables	See Table Note 1
		Design load certifications	See Table Note 1
		Structural engineering calculations and Shop Drawings for Contractor designed systems	See Table Note 1
		LEED MR-4, MR-5, IEQ 4.2 product data	See Table Note 1
		Certification of welders and welding processes	See Table Note 1
05 51 00	METAL STAIRS	LEED MR-4, MR-5, IEQ 4.2 product data	See Table Note 1
		Shop Drawings	See Table Note 1

		Engineering analysis data	See Table Note 1
05 52 05	STEEL RAILINGS	Shop Drawings	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		LEED MR-4, MR-5, IEQ 4.2 product data	See Table Note 1
		Certification of welders and welding procedures	See Table Note 1
		Certification of meeting or exceeding loading requirements	See Table Note 1
05 82 50	ROOF WALK GRATINGS	Product Data	See Table Note 1
		Samples	See Table Note 1
		LEED MR 4 Product Data	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
06 10 00	ROUGH CARPENTRY	Fabrication Drawings	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		EPA approval of chemicals certification	See Table Note 1
		Moisture content certification	See Table Note 1
		Documentation of treatments for preservative and fire retardant	See Table Note 1
		LEED recycled content product data for each material	See Table Note 1
		LEED local / regional material product data	See Table Note 1
		LEED VOC data for IEQ 4.1	See Table Note 1
		LEED certification for sustainable forestry	See Table Note 1
		Samples	See Table Note 1
06 16 00	SHEATHING	LEED Materials Tracking Form	See Table Note 1
		Product Data for MR 4	See Table Note 1
		Certificates for Credit MR 7	See Table Note 1
		LEED adhesives and sealants VOC data for IEQ 4.1	See Table Note 1
		LEED paints and coating VOC data for IEQ 4.2	See Table Note 1
06 41 00	ARCHITECTURAL CABINETWORK	Manufacturer's installation instructions	See Table Note 1
		Shop Drawings	See Table Note 1

		LEED product data for low VOC, wood bonding agent, and FSC	See Table Note 1
		LEED IEQ 4.1, IEQ 4.2, and IEQ 4.4 product data	See Table Note 1
		Plastic laminate sample	See Table Note 1
		PVC edging sample	See Table Note 1
		Color and finish samples	See Table Note 1
		Millwork fabricator qualifications	See Table Note 1
		Listing of millwork fabricators projects	See Table Note 1
		Extended warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
07 13 26	SELF-ADHERING SHEET WATERPROOFING	Manufacturer's product literature and installation instructions	See Table Note 1
		Subcontractors approval by Manufacturer	See Table Note 1
		Extended warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
07 21 00	BUILDING INSULATION	Manufacturer's installation instructions	See Table Note 1
		Manufacturer's recommendations on sealants, tapes and mastics	See Table Note 1
		Manufacturer certification	See Table Note 1
07 22 70	ROOF ANCHOR POSTS	Product Data	See Table Note 1
		Shop Drawings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Test Reports	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
07 25 00	WEATHER BARRIERS	Manufacturer's recommendations on sealants, tapes, and mastics	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1

		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
07 26 00	UNDER SLAB VAPOR RETARDER	Product data sheets including accessories	See Table Note 1
		Accessories proposed for use	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Samples	See Table Note 1
		Manufacturer's recommendation on vapor retarder tape	See Table Note 1
07 42 14	METAL WALL PANELS	Shop Drawings	See Table Note 1
		Manufacturer's installation and erection instructions and details	See Table Note 1
		LEED MR-4 product data	See Table Note 1
		Installer qualifications and listing of projects completed	See Table Note 1
		Manufacturer's letter of acceptance of Installer	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Product data on insulation	See Table Note 1
		Test data	See Table Note 1
		Samples	See Table Note 1
		Extended warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
07 54 25	FULLY ADHERED TPO ROOFING	Shop Drawings	See Table Note 1
		LEED MR-4 product data	See Table Note 1
		Manufacturer standard literature for vapor barrier, insulation and roofing system components	See Table Note 1
		Samples	See Table Note 1
		Manufacturer's report certifying roof and coping systems were installed in accordance with project design requirements	See Table Note 1
		O&M Manual Documentation	See Table Note 1

		Extended warranties	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
07 61 13	METAL ROOFING	Shop Drawings	See Table Note 1
		Manufacturer data sheets on each component	See Table Note 1
		Manufacturer's certification that roofing assembly has been successfully tested	See Table Note 1
		Test results	See Table Note 1
		Manufacturer, Contractor, and installer qualifications	See Table Note 1
		Manufacturer's letter of approval for insulation proposed for use	See Table Note 1
		Engineer's sealed and signed calculations	See Table Note 1
		Installation plans and material submittals and a Roof Nav Contractor Package to FM Global	See Table Note 1
		LEED SS c 7.2, MR 4, MR 5, and IEQ 4.1 product data	See Table Note 1
		Samples	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Extended warranties	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
		07 62 00	FLASHING AND SHEET METAL
Shop Drawings	See Table Note 1		
Fabricator qualifications	See Table Note 1		
Installer qualifications	See Table Note 1		
Samples	See Table Note 1		
Extended warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work		
07 72 33	ROOF HATCHES	Shop Drawings	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		LEED MR 4, MR 5, IEQ 4.1, and IEQ 4.2 product data	See Table Note 1
		O&M Manual Documentation	See Table Note 1

		Extended warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
07 72 36	SMOKE, HEAT AND EXPLOSION RELIEF VENTS	Shop Drawings	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		LEED MR 4 and IEQ 4.1 product data	See Table Note 1
		Fused Link Test Results	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Extended warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
07 84 00	FIRESTOPPING	Manufacturer's installation instructions	See Table Note 1
		Manufacturer's recommendations for joint cleaner, primer, backer rod, tooling and bond breaker	See Table Note 1
		Drawings of special conditions	See Table Note 1
		Data sheet on each type of firestopping assembly being used	See Table Note 1
		LEED IEQ 4.1 product data	See Table Note 1
		Samples	See Table Note 1
		Manufacturer's certification that product being used is recommended for and is best suited for joint in which it is being applied	See Table Note 1
		UL certification	See Table Note 1
		Statement that all fire-rated penetrations have been sealed using products specified in accordance with UL requirements	See Table Note 1
07 92 00	JOINT SEALANTS	Manufacturer's installation instructions	See Table Note 1
		Manufacturer's recommendations	See Table Note 1

		Manufacturer's certification that product being used is recommended for and is best suited for joint in which it is being applied	See Table Note 1
		Applicator qualification certification	See Table Note 1
		LEED IEQ 4.1 product data	See Table Note 1
		Samples	See Table Note 1
		Test results	See Table Note 1
		Extended warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
07 95 13	EXPANSION JOINT COVERS	LEED MR 4, MR 5, IEQ 4.1, and IEQ 4.2 product data	See Table Note 1
		Shop Drawings	See Table Note 1
		Product Technical Data	See Table Note 1
		O&M Manual Documentation	See Table Note 1
08 11 00	METAL DOORS AND FRAMES AND BORROWED LIGHT FRAMES	Manufacturer's installation instructions	See Table Note 1
		Schedule of doors and frames	See Table Note 1
		SDI certification	See Table Note 1
		Samples	See Table Note 1
		LEED MR 4, MR 5, IEQ 4.1, and IEQ 4.2 product data	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
08 14 16	FLUSH WOOD DOORS	Manufacturer's installation instructions	See Table Note 1
		Fire test information for fire-rated doors	See Table Note 1
		Schedule of doors	See Table Note 1
		Available wood species	See Table Note 1
		LEED MR 7, IEQ 4.1, and IEQ 4.4 product data	See Table Note 1
		Certification of AWI membership	See Table Note 1
		Extended warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work

		Samples	See Table Note 1
08 31 16	ACCESS PANELS AND DOORS	Manufacturer's installation instructions	See Table Note 1
		LEED MR 4, MR 5, IEQ 4.1, and IEQ 4.2 product data	See Table Note 1
		O&M Manual Documentation	See Table Note 1
08 33 23	STEEL ROLLING OVERHEAD DOORS	Manufacturer's installation instructions	See Table Note 1
		Manufacturer's standard color charts	See Table Note 1
		Schedule of doors	See Table Note 1
		Motor operator and accessories technical data	See Table Note 1
		Certification of installer qualifications	See Table Note 1
		LEED MR 4, MR 5, and IEQ 4.1 product data	See Table Note 1
		Samples	See Table Note 1
		Certification of Installer Qualifications	See Table Note 1
		O&M Manual Documentation	See Table Note 1
08 34 20	ROLLING STEEL HANGAR DOORS	Manufacturer's product data and installation instructions	See Table Note 1
		Shop Drawings	See Table Note 1
		LEED MR 4, IEQ 4.1, and IEQ 4.2 product data	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Warning labels	See Table Note 1
		Setting Drawings, templates and installation of anchorage devices directions	See Table Note 1
08 41 10	STOREFRONT	Manufacturer's installation instructions	See Table Note 1
		Shop Drawings	See Table Note 1
		Test reports	See Table Note 1
		LEED MR 4, MR 5, and IEQ 4.1 product data	See Table Note 1
		Samples	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
08 44 13	CURTAINWALL SYSTEM (THERMALLY BROKEN)	Shop Drawings	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Structural Calculations	See Table Note 1

		Technical Data Sheets on Hardware and System Components	See Table Note 1
		Elevation Drawings	See Table Note 1
		Samples	See Table Note 1
		Manufacturer's Certifications	See Table Note 1
		Installer Certifications	See Table Note 1
		Installer Qualifications	See Table Note 1
		Test Results	See Table Note 1
		Extended warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
08 45 00	TRANSLUCENT PANEL SYSTEMS	Shop Drawings	See Table Note 1
		Structural engineering calculations	See Table Note 1
		Certified test reports	See Table Note 1
		Certification of installer qualifications	See Table Note 1
		Certification of Engineers credentials	See Table Note 1
		LEED IEQ 4.1 product data	See Table Note 1
		Samples	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
08 51 23	STEEL WINDOWS	Product technical data for framing system and major accessories	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Shop Drawings	See Table Note 1
		Color charts	See Table Note 1
		LEED MR 4, MR 5, and IEQ 4.1 product data	See Table Note 1
		Samples	See Table Note 1
		Analysis Data	See Table Note 1
		Test results	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
08 62 00	SKYLIGHT	Shop Drawings	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1

		Installer qualifications	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		LEED IEQ 4.2 product data	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
08 62 50	TUBULAR DAYLIGHT SYSTEM	Storage and Handling Requirements	See Table Note 1
		LEED MR 4, MR 5, and IEQ 4.1 product data	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Verification Samples	See Table Note 1
		Test Results	See Table Note 1
		O&M Manual Documentation	See Table Note 1
08 70 00	FINISH HARDWARE	Manufacturer's installation instructions	See Table Note 1
		Door hardware schedule	See Table Note 1
		Technical data sheets	See Table Note 1
		LEED MR 4 and MR 5	See Table Note 1
		Certified Architectural Hardware Consultant qualifications	See Table Note 1
		Letter stating all hardware was provided per Shop Drawings, inspected, installed in accordance with manufacturer's installation instructions and is in working order	Thirty (30) days prior to request for Certificate of Substantial Completion issuance for that portion of the Work
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
08 81 00	GLASS AND GLAZING	Manufacturer's installation instructions	See Table Note 1
		Test results	See Table Note 1
		IGCC certifications for Insulated glass units	See Table Note 1
		LEED MR 4, MR 5, and IEQ 4.1 product data	See Table Note 1
		Samples	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work

08 90 00	LOUVERS AND VENTS	Shop Drawings	See Table Note 1
		LEED submittal form	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Shop Drawings	See Table Note 1
		Color charts	See Table Note 1
		Manufacturer's Qualifications	See Table Note 1
		Installer Qualifications	See Table Note 1
		O&M Manual Documentation	See Table Note 1
	Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work	
09 22 16	NON-LOAD-BEARING WALL FRAMING SYSTEMS	Manufacturer's installation instructions	See Table Note 1
		Manufacturer's load tables	See Table Note 1
		LEED MR 4 and MR 5 product data	See Table Note 1
09 22 17	GYPSUM BOARD SHAFT WALL ASSEMBLIES	Shop Drawings	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Manufacturer's adhesive, sealer, joint treatment compound and tape recommendations	See Table Note 1
		LEED MR 4, MR 5, and IEQ 4.1 product data	See Table Note 1
09 25 00	TEXTURED FINISH COATING	Manufacturer's installation instructions	See Table Note 1
		Samples	See Table Note 1
		Certification of applicator qualifications	See Table Note 1
		Samples	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
09 29 00	GYPSUM BOARD	Drawings of unusual conditions	See Table Note 1
		Control joint layout Drawing	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Manufacturer's adhesive, sealer, joint treatment compound and tape recommendations	See Table Note 1
		LEED MR 4, MR 5, and IEQ 4.1 product data	See Table Note 1

09 30 13	CERAMIC TILE (CT)	Manufacturer's installation instructions	See Table Note 1
		Installer qualifications	See Table Note 1
		Letter stating that grout and tile adhesive being used is compatible with cement backer board	See Table Note 1
		LEED MR 4, MR 5, and IEQ 4.1 product data	See Table Note 1
		Samples	See Table Note 1
		Mock-Ups	See Table Note 1
		O&M Manual Documentation	See Table Note 1
09 51 00	ACOUSTICAL MATERIALS	Manufacturer's installation instructions	See Table Note 1
		LEED MR 4, MR 5, and IEQ 4.1 product data	See Table Note 1
09 53 00	ACOUSTIC SUSPENSION SYSTEM	Manufacturer's installation instructions	See Table Note 1
		LEED MR 4, MR 5, IEQ 4.1, and IEQ 4.2 product data	See Table Note 1
		Samples	See Table Note 1
09 65 00	VINYL COMPOSITION TILE FLOORING AND RESILIENT BASE	Manufacturer's installation instructions	See Table Note 1
		Recommendations on adhesives, primers, and leveling and patching compounds	See Table Note 1
		LEED IEQ 4.1, IEQ 4.2, and IEQ 4.3 product data	See Table Note 1
		Samples	See Table Note 1
		O&M Manual Documentation	See Table Note 1
09 77 61	FIBERGLASS REINFORCED PLASTIC (FRP) PANELS	Manufacturer's material and fire test information	See Table Note 1
		LEED IEQ 4.1 and IEQ 4.2 product data	See Table Note 1
		Samples	See Table Note 1
		O&M Manual Documentation	See Table Note 1
09 91 00	PAINTING AND PROTECTIVE COATINGS	Applicator qualifications	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Manufacturer's surface preparation instructions	See Table Note 1
		Plan for blasting operation	See Table Note 1
		Manufacturer's recommendation on abrasive blasting	See Table Note 1

		Manufacturer's recommendation for providing environmental control measures	See Table Note 1
		Manufacturer's statement regarding applicator instruction on product use	See Table Note 1
		Certification that Coating Systems have been reviewed and approved by Senior Corrosion Specification Specialist	See Table Note 1
		LEED IEQ 4.2 product data	See Table Note 1
		Samples	See Table Note 1
		Application equipment	See Table Note 1
		Applicator's daily records	End of each week in which painting work is performed
10 11 00	MARKERBOARDS AND TACKBOARDS	Shop Drawings	See Table Note 1
		LEED IEQ 4.1 and IEQ 4.4 product data	See Table Note 1
		Manufacturer's specifications and installation instructions	See Table Note 1
		testing laboratory listings of products requiring fire resistance classification	See Table Note 1
		Samples	See Table Note 1
		Installer qualifications	See Table Note 1
		Certificates for vinyl-fabric-faced cork tackboards that products comply with requirements for fire-test-response ratings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
10 14 00	IDENTIFICATION DEVICES	Catalog information for all identification systems	See Table Note 1
		Identification register	See Table Note 1
10 14 23	SIGNAGE	Manufacturer's installation instructions	See Table Note 1
		Color charts	See Table Note 1
		Signs schedule indicating text and graphics	See Table Note 1
		Layout Drawings	See Table Note 1
		Shop Drawings	See Table Note 1

		Samples	See Table Note 1
10 21 13	TOILET PARTITIONS	Manufacturer's installation instructions	See Table Note 1
		Manufacturer's anchorage device and structural backing recommendations	See Table Note 1
		Color chart	See Table Note 1
		Samples	See Table Note 1
		LEED MR 4 and MR 5 product data	See Table Note 1
10 26 00	CORNER GAURDS	LEED MR 4 and MR 5 product data	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Manufacturer's recommendation on anchorage and structural backing	See Table Note 1
		Color chart	See Table Note 1
		Samples	See Table Note 1
10 28 13	TOILET AND BATH ACCESSORIES	Manufacturer's installation instructions	See Table Note 1
		Manufacturer's recommendation on fasteners	See Table Note 1
		Schedule of items being provided for each room	See Table Note 1
		Catalog cut sheets	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		LEED MR 4 product data	See Table Note 1
10 29 00	BIRD CONTROL DEVICE	LEED MR 4 and MR 5 product data	See Table Note 1
		Samples	See Table Note 1
10 44 33	FIRE EXTINGUISHER AND CABINETS	Manufacturer's installation instructions	See Table Note 1
		LEED MR 4 product data	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
10 51 13	METAL LOCKERS AND LOCKER BENCHES	Shop Drawings	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Color charts	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		LEED IEQ 4.1 and IEQ 4.2 product data	See Table Note 1

		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
10 75 00	FLAGPOLES	Manufacturer's installation instructions	See Table Note 1
		Manufacturer's complete line of finishes	See Table Note 1
		O&M Manual Documentation	See Table Note 1
10 80 00	MISCELLANEOUS SPECIALTIES	Manufacturer's installation instructions	See Table Note 1
		Finish and color samples	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
11 40 00	MUNICIPAL SOLID WASTE COMPACTOR	Manufacturer's installation instructions	See Table Note 1
		Heat rejection of HPU radiator unit	See Table Note 1
		<b>Arrangement and assembly Drawings</b>	See Table Note 1
		<b>Required clearances for equipment service and operation</b>	See Table Note 1
		Control panel and motor control center Drawings	See Table Note 1
		Control circuits and instrument schematic diagrams	See Table Note 1
		Wiring diagrams including internal wiring and control diagrams	See Table Note 1
		Electrical one-line and general arrangement	See Table Note 1
		Provide annual estimated electrical consumption	See Table Note 1
		<b>Loadings to structures and foundations, including anchor bolt requirements</b>	Within twenty-eight (28) calendar days following NTP 1
		Schedule of installation, testing, start up and training activities and roles of parties involved	At least ten (10) days prior to installation
		Provide list of space parts provided	Within twenty-eight (28) calendar days after installation

		O&M Manual Documentation	See Table Note 1
		LEED Materials Submittal Form	See Table Note 1
		Name, address and phone number of local service representative who will provide warranty repairs	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
11 45 10	RESIDENTIAL APPLIANCES	Product Data	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
12 24 14	ROLLER SHADES	Shop Drawings	See Table Note 1
		Manufacturer's preparation instructions and recommendations	See Table Note 1
		Manufacturer's styles, material descriptions, individual components dimensions, profiles, features, finishes and operating instructions	See Table Note 1
		Manufacturer's storage and handling requirements and recommendations	See Table Note 1
		Manufacturer's mounting details and installation methods	See Table Note 1
		Window Treatment Schedule	See Table Note 1
		Selection samples	See Table Note 1
		Verification samples	See Table Note 1
		Interior finish fire performance data	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
12 35 53	LABORATORY WORK SURFACE	Product Data for MR 4	See Table Note 1
		Product Data for IEQ 4.1	See Table Note 1
		Shop Drawings	See Table Note 1

		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
		Detailed anchorage and attachment Drawings and calculations	See Table Note 1
		Letter from third-party testing agency verifying independent chemical resistance test results	See Table Note 1
		O&M Manuals	See Table Note 1
		Certificates	See Table Note 1
12 48 13	ENTRANCE FLOORING SYSTEMS	Manufacturer's installation instructions	See Table Note 1
		Product data sheet	See Table Note 1
		LEED IEQ 4.1 product data	See Table Note 1
		Samples	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
21 13 00	FIRE-SUPPRESSION SPRINKLER SYSTEMS	Shop Drawings	See Table Note 1
		Product data sheets	See Table Note 1
		Samples	See Table Note 1
		Design Basis Information	See Table Note 1
		Calculations	See Table Note 1
		Engineer's and/or designer's qualifications	See Table Note 1
		Test Reports and Certificates	See Table Note 1
		Acceptance of installation by Authority Having Jurisdiction	Within ten (10) calendar days after receipt by Contractor
		Record Documentation	Within twenty-eight (28) calendar days after installation
		O&M Manual Documentation	See Table Note 1
		Commissioning Data	Within twenty-eight (28) calendar days after commissioning
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
21 30 00	FIRE PUMP	Color charts	See Table Note 1

		Design Basis Information	See Table Note 1
		Shop Drawings and calculations	See Table Note 1
		Manufacturer's Data Sheets	See Table Note 1
		Test Reports and Certificates	See Table Note 1
		Fire Protection Engineer's and/or designer's qualifications	See Table Note 1
		AHJ certification of acceptance of installation	See Table Note 1
		Installing Contractor's Qualifications	See Table Note 1
		Designer's Qualifications	See Table Note 1
		Record Documentation	See Table Note 1
		Material and Testing Certificate	See Table Note 1
		LEED VOC product data	See Table Note 1
		O&M Manual Documentation	See Table Note 1
22 20 00	PLUMBING FIXTURES AND EQUIPMENT	Shop Drawings	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Chemical-resistance data	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		LEED VOC Submittal Form	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
22 30 00	DUST AND ODOR SUPPRESSION	Manufacturer's technical data	See Table Note 1
		Dimensional layouts	See Table Note 1
		Schematic Drawings	See Table Note 1
		Control and power wiring diagrams	See Table Note 1
		Ladder logic schematic control diagrams	See Table Note 1
		Manufacturer's qualifications	See Table Note 1
		Statement regarding water treatment	See Table Note 1
		Samples	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Qualifications	See Table Note 1

23 05 93	HVAC SYSTEMS: BALANCING AND TESTING	Evidence that relevant subcontractors were notified to coordinate balance and test elements with testing and balancing firm	See Table Note 1
		Procedures and forms for use in calibrating of test instruments, balancing systems, and recording and reporting test data	See Table Note 1
		Test reports and data forms	Within twenty-eight (28) calendar days after installation and balance and testing
		Wiring diagrams	See Table Note 1
23 09 00	INSTRUMENTATION AND CONTROL FOR HVAC SYSTEMS	Equipment data sheets	See Table Note 1
		Instrument loop diagrams and word description of loop function	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
23 21 00	HYDRONIC SPECIALTIES	Manufacturer's catalog cuts and technical information	See Table Note 1
		Pump curves	See Table Note 1
		Certifications	See Table Note 1
		Test reports	Within twenty-eight (28) calendar days after installation and testing
		O&M Manual Documentation	See Table Note 1
		Efficiency ratings	See Table Note 1
23 31 00	HVAC: DUCTWORK	Shop Drawings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Qualifications for fabricators and installers	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work

23 74 36	REFRIGERANT PIPING SYSTEM	Test reports	Within twenty-eight (28) calendar days after installation
		O&M Manual Documentation	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
		Fabrication and/or layout Drawings	See Table Note 1
23 80 00	HVAC: EQUIPMENT	Manufacturer's installation instructions	See Table Note 1
		Wiring diagrams	See Table Note 1
		Control diagrams	See Table Note 1
		Manufacturer's catalog cuts and technical data	See Table Note 1
		Corrosion-protection information	See Table Note 1
		Fan curves	See Table Note 1
		Sound data	See Table Note 1
		Vibration isolation	See Table Note 1
		Control description	See Table Note 1
		Performance data	See Table Note 1
		Certification of thickness of corrosion-protection coating	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
23 80 05	VARIABLE FREQUENCY DRIVERS: LOW VOLTAGE	Shop Drawings	See Table Note 1
		Schedule for each VFD	See Table Note 1
		VFD and driven equipment driven equipment Shop Drawings	See Table Note 1
		Product technical data	See Table Note 1
		Fabrication and/or layout Drawings	See Table Note 1
		Identification and location of closest authorized service organization	See Table Note 1
		Certified factory test reports confirming compliance with specified requirements	See Table Note 1

		Certified field service reports	See Table Note 1
		O&M Manuals	See Table Note 1
23 83 00	RADIANT HEATERS	Fabrication and/or layout Drawings	See Table Note 1
		Factory test reports	See Table Note 1
		Field test reports	Within twenty-eight (28) calendar days after installation and testing
		O&M Manual Documentation	See Table Note 1
		Manufacturer's technical information	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
26 05 00	ELECTRICAL: BASIC REQUIREMENTS	Manufacturer's data sheets	See Table Note 1
		Acknowledgement that products meet UL or ETL requirements	See Table Note 1
		Manufacturer's delivery, storage, handling and installation instructions	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Product technical data	See Table Note 1
26 05 01	ELECTRICAL COMMISSIONING	Manufacturer's startup and installation procedures	Within three (3) months of Notice to Proceed 2
		System Status Table	Within three (3) months of Notice to Proceed 2
26 05 19	WIRE AND CABLE: 600 VOLT AND BELOW	Product technical data	See Table Note 1
26 05 26	GROUNDING	Product technical data	See Table Note 1
26 05 33	RACEWAYS AND BOXES	Fabrication and/or layout Drawings	See Table Note 1
		Product technical data	See Table Note 1
26 05 36	CABLE TRAY	Fabrication and/or layout Drawings	See Table Note 1
		Cable tray fill calculations	See Table Note 1
		Product technical data	See Table Note 1
26 05 43	ELECTRICAL: EXTERIOR UNDERGROUND	Fabrication and/or layout Drawings	See Table Note 1
		Product technical data	See Table Note 1
26 05 48	SEISMIC BRACING SYSTEMS	Fabrication and/or layout Drawings	See Table Note 1
		Coordinated phasing diagram	Prior to energizing equipment

26 08 13	ACCEPTANCE TESTING	Summary of Project	Within two (2) weeks after completion of Demonstration Period
		Information from pre-energization testing	Within two (2) weeks after completion of Demonstration Period
		Product technical data	See Table Note 1
26 09 13	ELECTRICAL METERING DEVICES	O&M Manual Documentation	See Table Note 1
		Product technical data	See Table Note 1
26 09 16	CONTROL EQUIPMENT ACCESSORIES	Fabrication and/or layout Drawings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Product technical data	See Table Note 1
26 09 43	LOW VOLTAGE LIGHTING CONTROL SYSTEM	Fabrication and/or layout Drawings	See Table Note 1
		Certifications of proper operation of all system components	Within twenty-eight (28) calendar days after installation and testing
		O&M Manual Documentation	See Table Note 1
		Product technical data	See Table Note 1
26 22 13	DRY-TYPE TRANSFORMERS	Fabrication and/or layout Drawings	See Table Note 1
		Manufacturer's sound level certifications	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Product technical data	See Table Note 1
26 24 13	SWITCHBOARDS	Fabrication and/or layout Drawings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Ground fault protection system test report	Within twenty-eight (28) calendar days after installation
		Shop Drawings to PSE	Obtain approval prior to ordering equipment
		Product technical data	See Table Note 1
26 24 16	PANELBOARDS	Fabrication and/or layout Drawings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Product technical data	See Table Note 1
26 24 19	MOTOR CONTROL EQUIPMENT	Fabrication and/or layout Drawings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Product technical data	See Table Note 1
26 26 13	PACKAGE POWER SUPPLY	Fabrication and/or layout Drawings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Product technical data	See Table Note 1

26 27 26	WIRING DEVICES	Fabrication and/or layout Drawings	See Table Note 1
		Product technical data	See Table Note 1
26 28 00	OVERCURRENT AND SHORT CIRCUIT PROTECTIVE DEVICES	O&M Manual Documentation	See Table Note 1
		Ground fault protection system test report	Within twenty-eight (28) calendar days after installation
		Short circuit study report	Within twenty-eight (28) calendar days after installation
		Protective coordination study report	Within twenty-eight (28) calendar days after installation 90 days prior to equipment energization
		As-left condition of circuit breakers with adjustable settings	Within twenty-eight (28) calendar days after installation
		Product technical data	See Table Note 1
26 28 16	SAFETY SWITCHES	O&M Manual Documentation	See Table Note 1
		Product technical data	See Table Note 1
26 28 17	SEPARATELY MOUNTED CIRCUIT BREAKERS	O&M Manual Documentation	See Table Note 1
		Product technical data	See Table Note 1
26 32 14	ENGINE GENERATOR: DIESEL	Fabrication and/or layout Drawings	See Table Note 1
		Factory test reports	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Unit installation, startup and operational statement	Within twenty-eight (28) calendar days after installation
		Field Quality Control test reports	Within twenty-eight (28) calendar days after installation
		Sound attenuating enclosure test measurements	Within twenty-eight (28) calendar days after installation
		Product technical data	See Table Note 1
26 36 00	TRANSFER SWITCHES	O&M Manual Documentation	See Table Note 1
		Shop Drawings to PSE	Obtain approval prior to ordering equipment
		Product technical data	See Table Note 1
26 41 13	LIGHTNING PROTECTION SYSTEM	Fabrication and/or layout Drawings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		UL Master Label Certificate	See Table Note 1
		Product technical data	See Table Note 1

26 43 13	LOW VOLTAGE SURGE PROTECTION DEVICES	O&M Manual Documentation	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
		Product technical data	See Table Note 1
26 50 00	INTERIOR AND EXTERIOR LIGHTING	LEED Energy and Atmosphere On-Site energy production Submittal Form	See Table Note 1
		Product technical data	See Table Note 1
27 05 00	PASSIVE TELECOMMUNICATION SYSTEM	Fabrication and/or layout Drawings	See Table Note 1
		Test procedures	See Table Note 1
		Cable test results	Within twenty-eight (28) calendar days after installation
		O&M Manual Documentation	See Table Note 1
		Contractor and manufacturer qualifications	See Table Note 1
		Labeling scheme	See Table Note 1
		Product technical data	See Table Note 1
27 52 13	CENTRAL EMERGENCY LIGHTING INVERTER	Fabrication and/or layout Drawings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Product technical data	See Table Note 1
28 16 00	INTRUSION DETECTION	Shop Drawings	See Table Note 1
		Samples	See Table Note 1
		Design Data	See Table Note 1
		Test Reports	See Table Note 1
		Record Drawings of the system	Within twenty-eight (28) calendar days after installation
		O&M Manual Documentation	See Table Note 1
		Closeout Submittals	Within twenty-eight (28) calendar days after installation
28 23 00	VIDEO SURVEILLANCE INFRASTRUCTURE	Code-required submittals to Authorities Having Jurisdiction	See Table Note 1
		Product technical data	See Table Note 1
		Fabrication and/or layout Drawings	See Table Note 1
28 31 00	FIRE DETECTION ALARM	Shop Drawings	See Table Note 1
		Calculations	See Table Note 1
		Manufacturer's Data Sheets	See Table Note 1

		Manufacturer's written Acceptance Test Procedure	See Table Note 1
		Certification of acceptance of installation by Authority Having Jurisdiction	Within ten (10) calendar days after receipt by Contractor
		Record Documentation	Within twenty-eight (28) calendar days after installation
		Material and Testing Certificate	Within twenty-eight (28) calendar days after testing
		O&M Manual Documentation	See Table Note 1
		Maintenance Material	See Table Note 1
		Commissioning Data	Within twenty-eight (28) calendar days after commissioning
		Extended warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
		Product technical data	See Table Note 1
28 31 50	HAZARDOUS GAS DETECTION AND ALARM	Shop Drawings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Written warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
		Certification of well installer's geologist/geological engineer	See Table Note 1
28 34 00	ELECTRONIC DETECTION, ALARM AND ACCESS CONTROL	Product Data	See Table Note 1
		Shop Drawings	See Table Note 1
		Design Data and Test Reports	See Table Note 1
		"As-built" Drawings	See Table Note 1
		O&M Manuals	See Table Note 1
31 21 33	TRENCHING, BACKFILLING, AND COMPACTING FOR UTILITIES	Product technical data	See Table Note 1
		Manufacturer's installation	See Table Note 1
		Manufacturer's data regarding bedding installation methods and general recommendations	See Table Note 1
		Sieve analysis reports	See Table Note 1
		Trench shield (trench box) certification	See Table Note 1
		Engineer certification	See Table Note 1

31 23 00	EARTHWORK	Certifications	See Table Note 1
		Soils inspection and testing results	End of each week in which testing work is performed
		Samples	See Table Note 1
		<b>Construction Stormwater and Erosion Control Plan (CSECP)</b>	Within three (3) weeks of NTP 1
31 23 19	TEMPORARY DEWATERING	<b>Dewatering Plan</b>	Within 30 days of Notice to Proceed 1
		Well documentation	Within 30 days of installations and decommissioning
		Locations and numbers of wells in operation	Daily
		<b>Qualifications of dewatering system designer and operator</b>	Within 30 days of Notice to Proceed 1
		Name and qualifications of analytical laboratory	See Table Note 1
		Calibration documentation of flowmeters	See Table Note 1
31 25 00	SOIL EROSION AND SEDIMENT CONTROL	Weekly updates of the CSECP	End of each week
		Product Specifications, installation recommendations and proposed construction methods	See Table Note 1
		LEED SS PreReq 1 Form	See Table Note 1
		Temporary Tire Wash Delivery Plan	Two (2) weeks prior to transporting of tire wash to Cedar Hills Regional Landfill
		<b>Evidence of professional registration of Professional Engineer</b>	Within three (3) weeks of NTP 1
		<b>Contractor's Letter of Acceptance (or Deficiencies) of Owner-Provided Tire Wash</b>	Before Notice To Proceed 2
		Layout Drawings	See Table Note 1
31 37 00	STONE REVETMENT (RIP RAP)	Certifications	See Table Note 1
		Test reports	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Manufacturer and Installer quality control manuals	See Table Note 1
31 50 00	TEMPORARY EARTH RETENTION SYSTEMS	System Design	See Table Note 1
		Shop Drawings	See Table Note 1

		Utility penetration method	See Table Note 1
		Crack survey of existing structures	See Table Note 1
		Tie-back proof test results	See Table Note 1
		Design calculations	See Table Note 1
31 51 00	PERMANENT GROUND ANCHORS	Product technical data	See Table Note 1
		Anchor installer qualifications	See Table Note 1
		Working Drawings and structural design calculations	See Table Note 1
		Description of construction procedure	See Table Note 1
		Ground anchor schedule	See Table Note 1
		Mix designs and procedures	See Table Note 1
		Test data	See Table Note 1
31 69 00	FOUNDATION SUBSURFACE DRAIN SYSTEM	Product technical data	See Table Note 1
		Certifications	See Table Note 1
		Test reports	Within twenty-eight (28) calendar days after testing
		Fabrication and/or layout Drawings	See Table Note 1
		Product technical data	See Table Note 1
		Concrete mix design	See Table Note 1
32 12 16	ASPHALTIC CONCRETE VEHICULAR PAVING	Product technical data	See Table Note 1
		Asphalt mix design	See Table Note 1
		RAS documentation	See Table Note 1
		Material certificates	See Table Note 1
		Mix design certification by WSDOT	See Table Note 1
		Paving Contractor qualifications	See Table Note 1
		Shingle Recycling Operator and its Recycling Facilities information	See Table Note 1
32 13 13	CONCRETE PAVEMENT, SIDEWALK AND STEPS	Drawings detailing all reinforcing	See Table Note 1
		Scaled cross section detail	See Table Note 1
		Concrete pavement joint pattern	See Table Note 1
		Test reports	Within twenty-eight (28) calendar days after testing

		Samples of fabricated jointing materials and devices	See Table Note 1
		Mix designs	See Table Note 1
		Product technical data	See Table Note 1
		Concrete installer qualifications	See Table Note 1
		Concrete cylinder test results	See Table Note 1
32 16 13	CONCRETE CURB AND GUTTER	Test reports	Within twenty-eight (28) calendar days after testing
		Product technical data	See Table Note 1
		Mix Design(s)	See Table Note 1
		Reinforcing detail Drawings	See Table Note 1
		Samples of fabricated jointing materials and devices	See Table Note 1
		Concrete installer qualifications	See Table Note 1
32 31 13	CHAIN LINK FENCE AND AUTOMATED GATES	Scaled layout plan	See Table Note 1
		Mill certificates	See Table Note 1
		Source quality control test results	See Table Note 1
		Shop Drawings	See Table Note 1
		Product technical data	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
32 31 16	WELDED WIRE SWING GATES	Product Data for MR 4	See Table Note 1
		Product Data for MR 5	See Table Note 1
		LEED Materials Tracking Form	See Table Note 1
		Product Technical Data	See Table Note 1
		Shop Drawings	See Table Note 1
		Samples	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
32 32 23	STRUCTURAL EARTH WALLS	Retaining wall system certifications	See Table Note 1
		Wall installer's qualifications and certifications	See Table Note 1

		Design Engineer's liability insurance	See Table Note 1
		Certificate of Compliance	See Table Note 1
		Field construction manual for structural earth walls	See Table Note 1
		Working Drawings and design calculations	See Table Note 1
32 32 43	SOLDIER PILE AND SOLDIER PILE TIEBACK WALLS	Manufacturer's product data	See Table Note 1
		Shop Drawings and design calculations	See Table Note 1
		Permanent ground anchor grout mix design and procedures	See Table Note 1
		Concrete fascia panel forming plans	See Table Note 1
		Shaft installation plan	Within thirty (30) calendar days prior to the start of shaft construction
32 40 00	SITE FURNISHINGS	Shop Drawings	See Table Note 1
		Samples of materials, finishes, and colors	See Table Note 1
		Extended warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
		Manufacturer's "Catalog Cuts"	See Table Note 1
		LEED Materials Tracking Form	See Table Note 1
32 84 00	IRRIGATION SYSTEM	Shop Drawings	See Table Note 1
		Water schedule	See Table Note 1
		Seed mix technical data	See Table Note 1
32 90 00	LANDSCAPING	Watering schedule	See Table Note 1
		Subgrade and Planting Soil Analysis Reports	See Table Note 1
		Plant material documentation	See Table Note 1
		Fertilizer and soil additives grade with certification of quality	See Table Note 1
		Samples	See Table Note 1
		Weed and Pest Control Plan	See Table Note 1
		Maintenance Plan	See Table Note 1
		O&M Manual Documentation	See Table Note 1

		Written warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
		Test reports for furnished topsoil	See Table Note 1
33 05 16	PRECAST CONCRETE MANHOLE STRUCTURES	Fabrication and/or layout Drawings	See Table Note 1
		Product technical data	See Table Note 1
33 11 13	WATER MAIN CONSTRUCTION	Leakage tests results	Within twenty-eight (28) calendar days after testing
		Bacteriological test reports	Within twenty-eight (28) calendar days after testing
		O&M Manual Documentation	See Table Note 1
33 12 19	FIRE HYDRANT	City of Bellevue Fire Department approval letter	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Shop Drawings	See Table Note 1
		Product technical data	See Table Note 1
33 40 00	STORM DRAINAGE UTILITIES	Product technical data	See Table Note 1
		Shop Drawings	See Table Note 1
		Cistern systems design calculations	See Table Note 1
		Qualifications of Qualified Professional Engineer	See Table Note 1
		Stamped structural calculations	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
33 44 16	PREFABRICATED TRENCH DRAIN SYSTEM	Product technical data	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Shop Drawings of equipment	See Table Note 1
33 52 19	DIESEL FUEL DISPENSING SYSTEM	Wiring and control system diagrams and piping layouts	See Table Note 1
		Manufacturer's standard catalog data	See Table Note 1
		Certificate of Approval where required by code	See Table Note 1
		Exterior above ground piping Drawings	See Table Note 1
		Product technical data	See Table Note 1

		Test reports	Within twenty-eight (28) calendar days after testing
		LEED VOC Submittal Form	See Table Note 1
		LEED Materials Submittal Form	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Manufacturer's data sheets	See Table Note 1
33 56 16	UNDERGROUND STORAGE TANKS	LEED VOC Submittal Form	See Table Note 1
		LEED Materials Submittal Form	See Table Note 1
		Manufacturer's Qualifications	See Table Note 1
		Installer's Qualifications	See Table Note 1
		Manufacturer's written directions regarding material handling, delivery, storage and installation	See Table Note 1
		Shop Drawings	See Table Note 1
		Calibration charts	See Table Note 1
		Technical product data	See Table Note 1
		Manufacturer's certification	See Table Note 1
		Test reports	See Table Note 1
		O&M Manual Documentation	See Table Note 1
40 05 05	EQUIPMENT: BASIC REQUIREMENTS	Manufacturer's delivery, storage, handling, and installation instructions	See Table Note 1
		Equipment identification numbering system	See Table Note 1
		Equipment installation details	See Table Note 1
		Equipment area classification rating	See Table Note 1
		Shipping and operating weight	See Table Note 1
		Equipment physical characteristics	See Table Note 1
		Equipment factory primer and paint data	See Table Note 1
		Manufacturer's recommended spare parts list	See Table Note 1
		Equipment lining and coatings	See Table Note 1
		Equipment utility requirements	See Table Note 1
		Ladders and platforms provided with equipment	See Table Note 1

	Mechanical and process equipment operating characteristics	See Table Note 1
	Mechanical and process equipment piping and duct connection size, type and location	See Table Note 1
	Mechanical and process equipment bearing life certification	See Table Note 1
	Mechanical and process equipment foundation data	See Table Note 1
	Electric motor data	See Table Note 1
	Systems schematics and data	See Table Note 1
	Qualifications	See Table Note 1
	Testing plans	See Table Note 1
	O&M Manual Documentation	See Table Note 1
	Equipment field certification	Within twenty-eight (28) calendar days after installation
	Certification equipment is ready for operation	Within twenty-eight (28) calendar days after installation
	Certification that equipment foundation design loads are equal to or greater than loads produced by equipment provided	Within twenty-eight (28) calendar days after installation
	Field noise testing reports	Within twenty-eight (28) calendar days after testing
	Notification of factory motor testing	Minimum of one (1) week before testing
	Certification that control panels interface with other controls or panels have been submitted to and coordinated those interfacing systems	Within twenty-eight (28) calendar days after installation
	Motor test reports	Within twenty-eight (28) calendar days after testing
	Certification that electrical panel Drawings represent panel wiring including any field-made modifications	Thirty (30) days prior to the request for issuance of the Substantial Completion certificate for that portion of the Work

		Reports documenting vibration monitoring and testing	Within twenty-eight (28) calendar days after testing
		Field quality control testing format	See Table Note 1
		Testing and monitoring reports	Within twenty-eight (28) calendar days after testing
		Certification that driven equipment and VFD are compatible	Within twenty-eight (28) calendar days after installation
		Product technical data	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
40 05 13	PIPE AND PIPE FITTINGS: BASIC REQUIREMENTS	Fabrication and/or layout Drawings	See Table Note 1
		Product technical data	See Table Note 1
		Qualifications	See Table Note 1
		Test reports	Within twenty-eight (28) calendar days after testing
		O&M Manual Documentation	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Extended Warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
40 05 16	PIPE SUPPORT SYSTEMS	Itemized list of items related to pipe support system	See Table Note 1
		Shop Drawings	See Table Note 1
		Product technical data	See Table Note 1
		O&M Manual Documentation	See Table Note 1
40 05 23	VALVES: BASIC REQUIREMENTS	Test reports	Within twenty-eight (28) calendar days after testing
		O&M Manual Documentation	See Table Note 1
		Verification that actuators have been installed properly, properly adjusted, and responds correctly to position command	Within twenty-eight (28) calendar days after testing
		Factory test reports	See Table Note 1

40 20 13	PIPE: STEEL	Piping, fittings, and appurtenant items for mechanical grooved type coupling system	See Table Note 1
		Coating manufacturer's qualifications	See Table Note 1
		Welders certificates	See Table Note 1
		Factory test reports	See Table Note 1
		O&M Manual Documentation	See Table Note 1
40 20 16	PIPE: DUCTILE	Piping, fittings, and appurtenant items for mechanical coupling system	See Table Note 1
		Certification of factory hydrostatic testing	See Table Note 1
		O&M Manual Documentation	See Table Note 1
40 20 19	PIPE: COPPER	O&M Manual Documentation	See Table Note 1
40 20 23	PIPE: PLASTIC	Testing reports	See Table Note 1
		O&M Manual Documentation	See Table Note 1
40 20 36	PIPE: CAST-IRON SOIL	Fabrication and/or layout Drawings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
40 20 43	PIPE: POLYVINYL CHLORIDE (PVC) CHEMICAL WASTE	Product technical data	See Table Note 1
		Fabrication and/or layout Drawings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Statement equipment was installed properly, tested, and is ready for operation	Within twenty-eight (28) calendar days after testing
40 42 00	PIPE, DUCT AND EQUIPMENT INSULATION	Product Technical Data	See Table Note 1
		Itemized schedule by building of proposed insulation systems	See Table Note 1
		Certifications	See Table Note 1
40 41 13	HEAT TRACING CABLE	Fabrication and/or layout Drawings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
		Megger test results	Within twenty-eight (28) calendar days after testing
		Product technical data	See Table Note 1
40 50 05	GATE VALVES	O&M Manual Documentation	See Table Note 1
40 50 10	PLUG VALVES	O&M Manual Documentation	See Table Note 1
40 50 15	BUTTERFLY VALVES	Affidavit of Compliance for valves 8 IN and larger	See Table Note 1
		O&M Manual Documentation	See Table Note 1
40 50 20	BALL VALVES	Test results for AWWA valves	Within twenty-eight (28) calendar days after installation

		O&M Manual Documentation	See Table Note 1
40 50 25	GLOBE VALVES	Shop Drawings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
40 50 30	CHECK VALVES	Shop Drawings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
40 50 35	MISCELLANEOUS VALVES	Shop Drawings	See Table Note 1
		O&M Manual Documentation	See Table Note 1
40 65 21	COMPRESSED AIR SYSTEM	Fabrication Drawings	See Table Note 1
		Manufacturer's installation instructions	See Table Note 1
		Manufacturer's statement of proper installation and start-up	Within twenty-eight (28) calendar days after installation
		O&M Manual Documentation	See Table Note 1
		Extended warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work
40 90 10	SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM	Product data for each component	See Table Note 1
		Shop Drawings	See Table Note 1
		Samples control screen screenshot diagrams	See Table Note 1
		Control loop diagrams and descriptions	See Table Note 1
		Tag name database	See Table Note 1
		Qualifications	See Table Note 1
		Test logs	Within twenty-eight (28) calendar days after testing
		Test reports	Within twenty-eight (28) calendar days after testing
		O&M Manual Documentation	See Table Note 1
		Site acceptance test documentation	Within twenty-eight (28) calendar days after testing
		Documentation of delivery of spare parts and maintenance materials	Thirty (30) days prior to the request for issuance of the Substantial Completion certificate for that portion of the Work

		Documentation of delivery of spare parts and maintenance materials	Thirty (30) days prior to the request for issuance of the Substantial Completion certificate for that portion of the Work
		Extended warranty	Ten (10) days following Certificate of Substantial Completion issuance for that portion of the Work

**Table Note:**

1. In general, submittal shall be transmitted to the Project Representative no later than sixty (60) calendar days before the product, material, assembly, system, or other element of the Work covered by the submittal must be ordered so that it is delivered to the Project Site when needed in accordance with the Contractor's latest Project Schedule.
2. General: Submit the following in accordance with Section 00700 – General Terms and Conditions, Article 4.4 – Submittals, and Section 01 33 0 – Submittal Procedures.

**3.02 SUBMITTAL TRANSMITTAL FORM**

- A. Submittal Transmittal Form shall be used for those submittals not provided via the Electronic Document Control System.
- B. See following page.



**END OF SECTION 01 33 00**

## Contractor Monthly LEED Report Summary

Project

Date

### LEED Monthly Summary

Material & Resources LEED Credits	Points Earned	Actual Percentages
MR 2 - Construction Waste: 50% Diverted (1pt) 75% Diverted (2 pts)		#VALUE!
MR 4 - Recycled Content: 10% (1pt) 20% (2 pts)		#DIV/0!
MR 5 - Regional Materials: 10% (1pt) 20% (2 pts)		#DIV/0!
MR 7.0 - Certified Wood: 50% (1 pt)		#DIV/0!

Indoor Environmental Quality LEED Credits	Points Earned
EQ 4.1 - Low-Emitting Materials: Adhesives & Sealants	
EQ 4.2 - Low-Emitting Materials: Paints & Coatings	
EQ 4.3 - Low-Emitting Materials: Carpet Systems	
EQ 4.4 - Low-Emitting Materials: Composite Wood & Agrifiber Products	

Total Credits:

As of 1/0/1900







IEQc4.1. Adhesives & Sealants					
Architectural Applications	VOC Limit (g/L)	Specialty Applications	VOC Limit (g/L)	Substrate Specific Applications	VOC Limit (g/L)
Indoor Carpet Adhesive	50	PVC Welding	510	Metal to Metal	30
Carpet Pad Adhesive	50	CPVC Welding	490	Plastic Foams	30
Wood Flooring Adhesive	100	ABS Welding	325	Porous Material (except wood)	50
Rubber Floor Adhesive	60	Plastic Cement Welding	250	Wood	30
Subfloor Adhesive	50	Adhesive Primer for Plastic	550	Single-ply Roof Membrane	450
Ceramic Tile Adhesive	60	Contact Adhesive	90	Other	420
VCT & Asphalt Adhesive	60	Special Purpose Contact Adhesive	250	Aerosol Adhesives	VOC Limit (% weight)
Drywall & Panel Adhesive	60	Structural Wood Member Adhesive	140	General Purpose Mist Spray	65% VOCs
Cove Base Adhesive	60	Sheet Applied Rubber Lining Operations	650	General Purpose Web Spray	65% VOCs
Multipurpose Construction Adhesive	70	Top and Trim Adhesive	250	Special Purpose Aerosol Adhesives	70% VOCs
Structural Glazing Adhesive	100				

IEQc4.2. Paints & Coatings		
Architectural Paints, Coatings, & Primers	VOC Limit (g/L)	Standard
Flats	50	Green Seal GS-11
Non-Flat Paints	150	
Anti-Corrosive and Anti-Rust Paints	VOC Limit (g/L)	Standard
Gloss	250	
Semi-Gloss	250	Green Seal GC-03
Flats	250	
Clear Wood Finishes, Floor Coatings, Stains, Sealers & Shellacs	VOC Limit (g/L)	Standard
Clear Wood Finishes	Varnish 350 Lacquer 550	
Floor Coatings	100	
Sealers	Waterproofing 250 Sanding 275 All Others 200	SCAQMD 1113
Shellac	Clear 730 Pigmented 550	
Stains	250	

IEQc4.3. Flooring Systems	
Flooring Type	Compliance Paths
Carpet	CRI Green Label Plus Program
Carpet Cushion	CRI Green Label Program
Carpet Adhesive	VOC limit 60 g/L (see IEQc4.1)
Vinyl Flooring	
Linoleum Flooring	
Laminate Flooring	
Wood Flooring	FloorScore Certification
Rubber Flooring	
Rubber Wall Base	
Sealer, Stain, Finish	SCAQMD Rule 1113 see IEQc4.2 Limits
Tile Adhesive / Grout	SCAQMD Rule 1168 see IEQc4.1 Limits

IEQc4.4. Composite Wood	
Composite Wood & Agrifiber Products	Compliance Paths
Particleboard	
Medium Density Fiberboard (MDF)	
Plywood	
Wheatboard	NO added urea-formaldehyde resins
Strawboard	
Panel Substrates	
Door Cores	
Plywood Sections of I-beams	
Laminating Adhesives Used for Assemblies	Compliance Paths
All types	NO added urea-formaldehyde resins



**SECTION 01 35 00  
HEALTH AND SAFETY**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes the following:
  - 1. Special project procedures.
  - 2. Governmental safety requirements.
  - 3. Health, safety, and emergency response procedures.
  - 4. Requirements for Contractor's Health and Safety Plan.
- B. Related Sections:
  - 1. Section 02 31 40 – Removal of Hazardous Materials and Dangerous Waste.
  - 2. Section 31 23 00 – Earthwork.
  - 3. Section 31 21 33 – Trenching, Backfilling, and Compacting for Utilities.

**1.02 REFERENCES**

- A. Comply with the requirements of the Project Labor Agreement (PLA).
- B. Comply with the requirements of Section 01 09 05 – Reference Standards and as listed herein. The following is a list of standards referenced in this Section:
  - 1. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).
  - 2. Federal Water Pollution Control Act (FWPCA).
  - 3. HAZWOPER - 29 CFR 1910.120.
  - 4. NIOSH/OSHA/USCG/EPA: Occupational Safety and Health Guidance Publication 85-115: Manual for Hazardous Waste Site Activities, October 1985.
  - 5. Puget Sound Clean Air Agency (PSCAA) Regulations.
  - 6. Revised Code of Washington (RCW):
    - a. RCW 49.17 – Washington Industrial Safety and Health Act.
    - b. RCW 70.105 - Hazardous Waste Disposal Act.
    - c. RCW 70.105D - Hazardous Waste Cleanup-Model Toxic Control Act.
  - 7. Toxic Substance Control Act.
  - 8. Washington Administrative Code (WAC).
    - a. Chapter 173-303 WAC: Dangerous Waste Regulations.
    - b. Chapter 296-24 WAC: Safety Standards for General Safety and Health.

- c. Chapter 296-62 WAC: General Occupational Health Standards.
- d. Chapter 296-155 WAC: Safety Standards for Construction Work.

### 1.03 DEFINITIONS

- A. **Dangerous Waste:** Those solid wastes designated in WAC 173-303-070 through 173-303-100 as dangerous, or extremely hazardous or mixed waste. As used in this chapter, the words "dangerous waste" will refer to the full universe of wastes regulated by WAC 173-303.
- B. **Hazardous Material:** All of the following apply:
  - 1. Hazardous Material as defined in Section 00700 – General Terms and Conditions, Article 1.0 - Definitions.
  - 2. A solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may (1) cause or significantly contribute to an increase in mortality or increase in serious, irreversible, or incapacitating reversible illness; or (2) pose substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed or otherwise managed.
  - 3. Asbestos material, as defined in PSCAA, Regulations III, Articles 3-4, Removal and Encapsulation of Asbestos Materials.
  - 4. Hazardous Material includes material that may have been contaminated with petroleum products and other chemicals.
- C. **Project Safety Officer:**
  - 1. The individual shall be responsible for oversight and management of the Contractor's project specific health and safety plan as well as subcontractor compliance with requirements of the health and safety plan. This individual shall also be responsible for public safety where the Owner and Contractor have joint use areas.
- D. **MSDS:** Material safety data sheets.
- E. **Notice of Deficiency:** Written instruction from regulatory agencies, jurisdictions, and the Owner which identify required changes to the Contractor-prepared plans and programs identified as work of this Section.
- F. **Permit-Required Confined Space:**
  - 1. It contains or has potential to contain a hazardous atmosphere.
  - 2. It contains material that has potential for engulfing an entrant.
  - 3. It is shaped inside such that someone entering could be trapped or asphyxiated.
  - 4. It contains other recognized serious safety or health hazards.
  - 5. King County as a policy considers all storm and sewer conveyance systems (manholes, tanks, pipes, etc.) as permit-required confined spaces.

## 1.04 PERFORMANCE

- A. Prepare and implement a project specific Health and Safety Plan:
  - 1. Contractor personnel performing Work of the Project are to comply with the federal Occupational Safety and Health Act of 1970 (OSHA), including revisions, amendments, and regulations issued since the legislation was enacted.
  - 2. Contractor personnel performing Work of the Project are to comply with the Washington Industrial Safety Act of 1973 (WISHA), including revisions, amendments, and regulations issued since the legislation was enacted.
  - 3. Include and implement all PLA requirements associated with maintaining a project specific Health and Safety Plan.
  - 4. Include and implement all PLA requirements dealing with Employee Drug and Alcohol Testing.
  - 5. Applicable safety standards include but are not limited to the following:
    - a. NIOSH/OSHA/USCG/EPA: Occupational Safety and Health Guidance Publication 85-115: Manual for Hazardous Waste Site Activities, October 1985.
    - b. Chapter 296-24 WAC: Safety Standards for General Safety and Health.
    - c. Chapter 296-62 WAC: General Occupational Health Standards.
    - d. Chapter 296-155 WAC: Safety Standards for Construction Work.
    - e. Chapter 173-303 WAC: Dangerous Waste Regulations.
  - 6. Ascertain the extent to which applicable regulations affect Work of the Project.
    - a. In the case of conflict or inconsistency between the regulations, the more stringent regulation or requirement applies.
    - b. There is no acceptable deviation from the regulations.
- B. Prepare and implement the Accident Prevention Program.
- C. Implement all PLA requirements associated with maintaining a project specific safety program.
- D. The Contractor may encounter suspect Dangerous Wastes and/or potentially Hazardous Material.
  - 1. In the event suspect Dangerous Wastes are encountered, the Contractor shall have previously planned for and shall implement sufficient supervision, equipment, and trained workforce to be able to continue the Work on the Project Site without delay, and to be able to continue Work on other areas of the Project Site without any additional cost incurred to the Owner.

- a. Persons involved in the handling, cleaning up, and corrective actions associated with Dangerous Waste are to be currently certified, at a minimum, to the 40 HR HAZWOPER level – 29 CFR 1910.120 in accordance with Section 02 31 40 – Removal of Hazardous Materials and Dangerous Waste.
2. In the event potentially Hazardous Materials are encountered, the Contractor shall have previously planned for and shall implement sufficient supervision, equipment, and trained workforce, including specialty subcontracted workforces as applicable, to be able to continue the Work in other areas of the Project Site without delay, and to be able to continue Work on other areas of the Project Site without any additional cost incurred to the Owner.
  - a. Further, the Contractor shall have available, with a maximum response time of twenty-four (24) HRS, sufficient equipment, trained workforce, and planning to appropriately remove and temporarily store the potentially Hazardous Material while samples are tested and disposal determinations are made by the Project Representative.
  - b. Persons involved with the handling, cleaning up, and corrective actions associated with Hazardous Material shall be currently certified per regulations to perform the required work in accordance with all applicable safety and material handling requirements.
3. Other personnel not directly involved in the handling, cleaning up, and corrective actions associated with Dangerous Waste, including suspect Dangerous Waste, but that may be exposed to such conditions consistent with the description of occasional site workers, are to be trained, at a minimum, to the 24 HR HAZWOPER level – 29 CFR 1910.210.

#### **1.05 SUBMITTALS**

- A. General: Submit the following in accordance with Section 00700 – General Terms and Conditions, Article 4.4 – Submittals, and Section 01 33 00 – Submittal Procedures:
- B. Health and Safety Plan:
  1. Submit a Health and Safety Plan within three (3) weeks following the First Notice to Proceed.
    - a. Address all demolition, earthwork, surveying, building construction, retaining walls, and all other aspects of the Work through all phases of the Work.
    - b. The plan shall be specific to the project and include at a minimum the following items:
      - 1) MSDS for chemical materials stored, used, or otherwise required for the Project.
      - 2) A map and directions to hospitals and urgent care facilities.
      - 3) Personal protective equipment descriptions.
      - 4) Security and signage requirements.
      - 5) Tool and equipment preventative maintenance.

- 6) Training for specific work conditions associated with the Project.
  - 7) Coordination with the Project Representative regarding the shutdown and safety tagout/lockout of pressurized systems, electrical, mechanical, pneumatic, hydraulic, etc., systems, and other equipment and utilities.
  - 8) Good housekeeping procedures in accordance with Chapter 296-155-020 WAC.
  - 9) Safe work practices.
  - 10) Incident investigation procedures.
- c. The Site Safety and Health Officer shall participate in the development of the plan.
- 2. Provide a system of informing workers, subcontractor, and others about the health and safety conditions of the Work.
  - 3. Include procedures for employees and visitors to follow in the event of an emergency with development and implementation of notification measures.
    - a. Include location and description of emergency muster area.
  - 4. Identify responsible parties to implement the Health and Safety Plan and inspect the Site.
- C. Employee Drug and Alcohol Testing Program:
- 1. Prepare and administer in accordance with the PLA.
- D. Accident Prevention Program:
- 1. Prepare and administer in accordance with federal, state, and local jurisdictional requirements, including WAC 296-24-040, and 296-155-110.
  - 2. The program must be specific to the Work, and the Project Site.
  - 3. Outline the anticipated hazards and safety controls necessary to safeguard the Contractor's employees, the public, and Owner staff and representatives.
  - 4. Include the name and telephone number of the Health Safety Supervisor responsible for implementation of the plan.
- E. Revisions to the Health and Safety Plan and Accident Prevention Program:
- 1. Revise the Health and Safety Plan and Accident Prevention Program prior to the start of work as necessary to accommodate changes requested by the Owner, regulatory agencies, and jurisdictions having authority.
  - 2. Revise the Health and Safety Plan and Accident Prevention Program as necessary to accommodate changes in site conditions.
- F. Injury Summary Report:
- 1. Submit a completed Injury Summary Report, as attached, to the Project Representative the first weekday of each month.

- G. Identify all personnel, including subcontractor personnel, responsible for handling suspect Hazardous Material and provide current copies of the HAZWOPER certification prior to personnel performing work on the Project Site within four (4) weeks following the First Notice to Proceed.
- H. Provide current copies of the Asbestos Worker/Supervisor Certification prior to personnel performing asbestos related work on the Project Site.

**1.06 QUALITY ASSURANCE**

- A. Ensure that subcontractors receive a copy of this Section.
- B. Post copies of the Health and Safety Plan, Accident Prevention Program, and all other applicable documents at the Contractor's job site office, and at each of the subcontractors' offices.

**1.07 ADDITIONAL REQUIREMENTS**

- A. Excavations:
  - 1. Refer to Section 31 21 33 – Trenching, Backfilling, and Compacting for Utilities.
- B. Perform whatever work is necessary for safety; be solely and completely responsible for conditions of the job site, including safety of all persons, and property continuously, twenty-four (24) HRS per day, seven (7) days per week, during the construction period.
- C. Accident Notifications:
  - 1. Report immediately to the Project Representative any accidents causing death, injuries, or property damage.
  - 2. Written Report:
    - a. Provide a written report to the Project Representative within three (3) calendar days of the occurrence of an accident.
    - b. Provide full details, witness statements, and corrective actions being taken.
- D. Chemicals Labeling and Identification:
  - 1. Take steps to ensure containers of chemical materials at the Project Site are labeled and managed in accordance with the regulations.
    - a. Comply with Chapter 296-62 WAC.
  - 2. Maintain copies of MSDS for chemical materials stored, used, or otherwise necessary for the Work.
    - a. Include MSDS in the Health and Safety Plan as indicated in this Section.

## **PART 2 – PRODUCTS – NOT USED**

## **PART 3 – EXECUTION**

### **3.01 PREPARATION**

#### **A. Project Safety Officer:**

1. Train, or administer training for all personnel in use of appropriate safety equipment utilized in the course of their work responsibilities.
2. Monitor personnel, and implement corrective actions to ensure that personnel are correctly implementing requirements and procedures of the Health and Safety Plan.
3. Prepare and submit Injury Summary Reports in accordance with provisions of this Section.
4. Equipment Management: Ensure availability and suitability of necessary air-monitoring, ventilation equipment, protective clothing, and other supplies and equipment identified in the Contractor-prepared plans.

### **3.02 FIELD QUALITY CONTROL**

- #### **A. Utilities:** Take appropriate precautions in working on or near utilities, and Dangerous Systems.
- #### **B. Failure to Perform Duties of this Section:** The requirements set forth in this section are material obligations of this Contract. The Owner reserves the right to stop the Work on the Project in response to the Contractor's failure to administer, revise and implement the required Health and Safety Plan, Employee Drug and Alcohol Testing Program, and the Accident Prevention Program.
1. The Contractor will not be granted schedule extensions or compensation arising from violations of any of the aforementioned plans and programs.
- #### **C. Compliance Monitoring:** The Owner will continuously review the Contractor's performance of the Work of this Section.

### **3.03 REPORTS - SEE FOLLOWING PAGE**

## INJURY SUMMARY REPORT

CONTRACTOR: \_\_\_\_\_  
 MONTH: \_\_\_\_\_ CONTRACT NO.: \_\_\_\_\_

### OSHA RECORDABLE CASES

<i>WORK GROUP</i>	<i>NUMBER OF CASES</i>	
	<i>Month</i>	<i>Year to Date</i>
Hourly employees		
Supervisory personnel		

### LOST TIME ACCIDENTS

<i>WORK GROUP</i>	<i>NUMBER OF CASES</i>	
	<i>Month</i>	<i>Year to Date</i>
Hourly employees		
Supervisory personnel		

### TOTAL HOURS AT KING COUNTY PROJECT SITE

<i>Month</i>	
<i>Year to Date</i>	

### INCIDENT AND SEVERITY RATE

Date since last lost-time accident: \_\_\_\_\_  
 No. of hours worked since last lost-time accident: \_\_\_\_\_

$$\text{Incident Rate} = \frac{\text{No. of OSHA Recordables} \times 200,000}{\text{Total Hours Worked}}$$

$$\text{Severity Rate} = \frac{\text{No. of Lost Workdays} \times 200,000}{\text{Total Hours Worked}}$$

<i>Rates</i>	<i>Month</i>	<i>Year to Date</i>
Incident		
Severity		

Submit this completed form to the Project Representative on the first weekday of each month.

**END OF SECTION 01 35 00**

**SECTION 01 35 05**  
**PROTECTION OF DEPOSITS OF HISTORICAL OR ARCHAEOLOGICAL INTEREST**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section Addresses:
1. Protection of deposits of historical or archaeological interest.

**1.02 SUBMITTALS**

- A. Shop Drawings:
1. See Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
  2. Within three (3) weeks following Notice to Proceed 1 submit a Drawing of the work area, haul routes, storage areas, access routes and current land conditions including trees and vegetation for work through Milestone 2.
  3. Within three (3) weeks following Substantial Completion of Milestone 2 submit a Drawing of the work area, haul routes, storage areas, access routes and current land conditions including trees and vegetation for work through Milestone 3.

**PART 2 – PRODUCTS - (NOT APPLICABLE TO THIS SECTION)**

**PART 3 – EXECUTION**

**3.01 INSTALLATION**

- A. Land Protection:
1. Except for any work or storage area and access routes specifically assigned for the use of the Contractor, the land areas outside the limits of construction shall be preserved in their present condition. Contractor shall confine his construction activities to areas defined for work within the Contract Documents.
  2. Except for areas designated by the Contract Documents to be cleared and grubbed, the Contractor shall not deface, injure or destroy trees and vegetation, nor remove, cut, or disturb them without written approval of the Project Representative. Any damage caused by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the Contractor's expense.

- B. Historical Protection:
1. If during the course of construction, evidence of deposits of historical or archaeological interests is found, cease work affecting find and notify Project Representative. Do not disturb deposits until written notice from Project Representative is given to proceed.
  2. The Contractor will be compensated for lost time or changes in construction to avoid the find shall be in accordance with Section 01 21 00 – Allowances.

**END OF SECTION 01 35 05**

**SECTION 01 41 00  
REGULATORY REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes the following:
1. Compliance with codes, laws, regulations and rules.
  2. Fees.
  3. Permits.

**1.02 REFERENCES**

- A. The following is a partial list of Codes and Regulations vital to the Project:
1. City of Bellevue Land Use Code.
  2. King County Surface Water Design Manual. King County, Washington. 2009.
  3. 2012 Department of Ecology Stormwater Management Manual for Western Washington.
  4. 2012 City of Bellevue Storm and Surface Water System Plan.
  5. 2009 International Building Code, including the following amendments:
    - a. Washington State Amendments.
    - b. City of Bellevue Amendments.
  6. RCRA – Resource Conservation and Recovery Act.
- B. A list of industry standards and governing regulations and authorities is provided in Section – 01 95 05 – Reference Standards.

**1.03 PERFORMANCE**

- A. Be fully informed of regulations which impact the Work.
- B. In event of conflict between standards, codes, and regulations:
1. Inform the Project Representative at the earliest opportunity.
  2. The Project Representative will determine the appropriate direction and communicate with the Contractor.
- C. Permits by Contractor:
1. Permit Milestones: Coordinate permit responsibilities and tasks with preparation and maintenance of schedules and other administrative activities in accordance with Section 01 30 00 – Administrative Requirements.
  2. Provide (apply and pay for) the following permits:
    - a. City of Bellevue, Washington:
      - 1) Fire Detection and Alarm System Permit.

- 2) Water Based Fire Suppression Systems Permit.
  - 3) Ecology Well Driller Permit.
  - 4) Electrical Permit.
  - 5) Right-of-Way Use Permit.
  - 6) BP/Olympic Pipeline, General Construction and Right-of-Way Approval.
  - 7) Haul Route Approval.
  - 8) All necessary street use permits in connection with Contractor's operations.
  - 9) Any permits required for temporary facilities or utilities.
  - 10) All necessary street use permits in connection with Contractor's operations.
  - 11) All other permits not specifically listed below as obtained by Owner.
- b. Washington State Department of Ecology, requirements of WAC 173-160 through 162.
3. Fulfill the obligations and conditions on each permit affecting the Work.
- D. Permits Paid For and Obtained by Owner:
1. The following permits are located in Appendix B of these Specifications and are Contract Documents.
    - a. City of Bellevue, Washington
      - 1) Conditional Use Permit and Critical Areas Land Use Permit.
      - 2) Clearing and Grading Permit.
      - 3) Retaining Wall Permits for Walls 3 and 4.
      - 4) Building Permit for Fueling Facility.
  2. The following permits are pending acquisition.
    - a. Washington State Department of Ecology National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Permit.
    - b. Washington State Department of Ecology 401 Water Quality Certification and Coastal Zone Management approval.
    - c. United States Army Corps of Engineers, Nationwide Permit for wetland fill.
    - d. City of Bellevue, Washington:
      - 1) Developer Utility Extension Agreement.
      - 2) Retaining Wall Permits for Walls 1 and 2.
      - 3) Building Permits not listed above.
    - e. Puget Sound Clean Air Agency, Notice of Intent.

- f. Puget Sound Energy Right-of-Way Consent Agreement.
- E. General: Submit the following in accordance with Section 00700 – General Terms and Conditions, Article 4.4 – Submittals, and Section 01 33 00 – Submittal Procedures:
  - 1. Construction Restoration Acceptance: Use the Construction Restoration Acceptance Form provided by the Owner at the Preconstruction Meeting.
    - a. Certification is to include property owner statements that Work was performed as agreed, that restoration work was performed, and that Work was completed in a satisfactory manner.
    - b. Certification is to include property owner statements that the property owner has no claims for damages on account of construction restoration activities.
    - c. Submit when requested by the Project Representative.
  - 2. Permits Not provided by the County:
    - a. Provide copies of permits to the Project Representative within three (3) days of the date of issuance by the permitting agencies.
    - b. Provide copies of permit cards that include progress notations made by inspectors acknowledging completeness of Work, for those permits requiring several inspections.
    - c. Provide copies of permit approvals to the Project Representative, when these become available.

#### **1.04 ADDITIONAL REQUIREMENTS**

- A. Work performed under permits must be inspected by the authority having jurisdiction prior to being considered part of the Work.
  - 1. Provide for special inspections and observations for all utility requirements.
- B. Contractor shall be responsible for satisfactory completion of all Work required to obtain regulatory approval and sign off of permits applied to this Contract.
  - 1. Submit special inspection and observation reports within 1 day of each inspection or observation.
- C. Permit Posting:
  - 1. Post all permits at the site in a protected location.
  - 2. Use clear plastic pockets mounted on a wood panelboard for storage.
  - 3. Post project permits in one (1) location.
  - 4. Do not post permits in unprotected or exterior locations.

**PART 2 – PRODUCTS – NOT USED**

**PART 3 – EXECUTION – NOT USED**

**END OF SECTION 01 41 00**

**SECTION 01 43 00  
QUALITY ASSURANCE AND CONTROL**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes the following:
  - 1. Quality Control Plan.
  - 2. Quality assurance, including:
    - a. Qualifications.
    - b. Manufacturers field services.
  - 3. Quality control, including:
    - a. Source quality control.
    - b. Field quality control.

**1.02 REFERENCES**

- A. American Council of Independent Laboratories (ACIL): Procurement and Effective Practice of Construction Materials Engineering and Testing.

**1.03 SUBMITTALS**

- A. General: Submit the following in accordance with Section 00700 – General Terms and Conditions, Article 4.4 – Submittals, and Section 01 33 00 – Submittal Procedures.
- B. Quality Control Plan: Provide within fourteen (14) calendar days of Notice to Proceed 1:
  - 1. Statement of how the Quality Control Plan will operate.
  - 2. A supporting organization chart indicating the Contractor's staff responsible for implementation and management of the Quality Control Plan.
  - 3. Description of Contractor's staff responsibilities for management oversight of the Quality Control Plan activities.
  - 4. Description of how the Quality Control Plan will be coordinated with quality control activities of the Owner.
  - 5. Copies of key suppliers' and manufacturers' quality control plans and procedures, including suppliers of vaults, hot mix asphalt, concrete, structural steel, and manufactured aggregates.
  - 6. Provide copies of Contractor's suppliers', manufacturers', and fabricators' quality control forms.
- C. Contractor's Testing Agency qualifications and accreditations within four (4) weeks following Notice to Proceed 1.
- D. Contractor's design consultant qualifications, registrations, licenses and accreditations as required in Technical Specifications.

- E. Submit Manufacturer's and Supplier's source quality control test results, verifying compliance with the Contract Documents, prior to delivering materials and products to the Project Site.

#### **1.04 QUALITY ASSURANCE**

- A. Provide copies of Contractor's suppliers', manufacturers', and fabricators' information indicating compliance with quality assurance requirements and as required in Sections of Divisions 02 through 40 no later than sixty (60) calendar days before the product, material, assembly, system, or other element of the Work covered by the supplier, manufacturer, or fabricator must be ordered so it is delivered to the Site when needed in accordance with the Contractor's latest Project Schedule.

##### **1. Manufacturer Qualifications:**

- a. Manufacturers providing products for incorporation into the Project are to be principally engaged in the business of manufacture of products for the building construction industry.
- b. Manufacturers shall follow detailed written quality control plans and procedures, including testing and inspection by qualified in-house or independent testing agencies, in the manufacture of their products.
- c. Manufacturers of technical products and equipment are required to have knowledgeable, experienced technical representatives available for answering questions and performing other responsibilities as indicated and appropriate for the Work.

##### **2. Supplier Qualifications:**

- a. Suppliers for products, material and equipment for incorporation into the Project are to be principally engaged in the business of supplying wholesale products for the building construction industry.
- b. Suppliers of materials that produce such as aggregates, hot mix asphalt and concrete, shall follow detailed written quality control plans and procedures, including testing and inspection by qualified in-house or independent testing agencies, in the manufacture of their products.
- c. Suppliers are required to be able to provide services to assist the Contractor in procurement of such quantities and volumes of materials, products and items necessary for the Work.
- d. Suppliers are required to expedite and otherwise facilitate the availability of sufficient quantities and volumes of materials, products, and items necessary for the Work.

##### **3. Fabricator Qualifications:**

- a. Fabricators providing assemblies, products, fabrications and other custom unitized construction elements are to be principally engaged in the production of such equipment for the building construction industry.
- b. Fabricators constructing elements of the Project subject to structural requirements of the codes applicable to the construction are to employ skilled, experienced employees to perform the Work.

- c. Fabricators employees are to be competent and able to perform the necessary Work in conformance with the requirements.
- B. Provide copies of Contractor's Installer Qualifications information indicating compliance with quality assurance requirements and as required in Sections of Divisions 02 through 40 no later than sixty (60) calendar days before the Installer will complete Work at the Site in accordance with the Contractor's latest Project Schedule:
  1. Installers performing work activities of the Project are to be principally engaged in the performance of work activities for the building construction industry.
  2. Installers are to be competent, experienced, qualified and appropriately informed about the work activities required to be performed.
  3. Installers are to be adequately supervised by a person able to direct, correct, and otherwise adjust the work activities in progress to meet the standards of the Work.
- C. Contractor's Design Consultant Requirements:
  1. Provide the following for each Licensed Professional Engineer and other licensed individuals or companies whose services the Contractor proposes to rely upon:
    - a. Name, address, telephone number, and complete contact information.
    - b. Identify work hours of individuals with responsibility to the Project.
    - c. Identify relationship to the Project.
  2. Engineering:
    - a. Employ licensed Professional Engineers registered in the State of Washington, and acceptable to the Owner.
    - b. Engineers performing structural calculations under the precepts of the IBC are required to be licensed Structural Engineers in the State of Washington.
  3. Surveyor:
    - a. In accordance with Section 01 43 20 – Surveying.
- D. Manufacturers' Field Services:
  1. Require supplier, distributor, and manufacturer to provide qualified field personnel.
  2. Field personnel are required to:
    - a. Prepare manufacturer's field reports.
    - b. Identify suitability of conditions to receive work and notify Contractor if conditions are not suitable.
    - c. Identify important aspects of installation unique to the product, installation, and Project.
    - d. Identify quality of workmanship issues.

- e. Assist startup of equipment and systems.

## **1.05 SOURCE QUALITY CONTROL**

### **A. Source Quality Control Procedures:**

1. Maintain quality control over suppliers, manufacturers, products, materials, and services to produce products and materials for the Work in compliance with Contract Documents and industry standards at the source where those products and materials are produced and/or manufactured.
2. Contractor's Testing Agency: Contractor shall engage inspection and testing service agencies, including independent testing laboratories and manufacturer and supplier in-house testing and inspection services, which meet the recommended qualification requirements, including requirements in ASTM standards referenced in Procurement and Effective Practice of Construction Materials Engineering and Testing of the ACIL, and which specialize in the types of inspections and tests to be performed.
  - a. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State of Washington.
3. Owner may conduct its own sampling and testing at the source to verify quality and compliance with Contract Documents.

## **1.06 FIELD QUALITY CONTROL**

### **A. Testing and Inspection Services:**

1. The Owner will conduct its own independent testing and inspection for Work performed at the Project Site.
  - a. Refer also to Section 01 10 00 – Summary of Work, paragraph 1.05 B. for further discussion of Owner testing and inspection services.
2. Results of the Owner's testing and inspection shall be the primary source of information for determining acceptability of the Work.
3. The Owner's testing and inspection service does not relieve the Contractor of the responsibility for quality control testing and inspection of the Work, as identified in Section 00700 – General Terms and Conditions Article 4.6 – Tests, Inspections, and Access to the Work in and Section 01 10 00 – Summary of Work.
4. Procedures for Owner provided testing and inspection services will be an agenda topic at the Preconstruction Meeting identified in Section 01 30 00 – Administrative Requirements.
5. Owner and Contractor testing and inspection services will:
  - a. Comply with identified standards and record information that substantially represents conditions important to the determination of conformance to the named standards.
  - b. Keep written records.

- c. Protect samples and other items from situations and physical conditions to the degree possible to prevent or reduce the potential for false, inaccurate or irregular results.
  - 1) Follow all applicable test standard sampling, handling, curing, testing, and reporting requirements.
  - 2) Do not jostle samples of mixes.
  - 3) Maintain appropriate curing conditions consistent with good practice, and the intent of the standards.
- d. Use only molds, and other appurtenances appropriate to the named tests.
- e. Identify test procedures and modifications of test procedures deemed more appropriate and better suited for the Work, in advance.
  - 1) Obtain concurrence of the Project Representative prior to testing and inspecting using standards other than as named.
- 6. Contractor shall provide secure storage containers to protect material samples.
- 7. Contractor shall be responsible for costs of additional samples and testing of samples to facilitate accelerated concrete form and shoring removal.
- B. Manufacturer Technical and Field Services:
  - 1. Contractor shall require suppliers and manufacturers to provide qualified manufacturer technical and field personnel in accordance with the Specifications, and when directed to do so by the Project Representative.

**PART 2 – PRODUCTS – NOT USED**

**PART 3 – EXECUTION – NOT USED**

**END OF SECTION 01 43 00**



**SECTION 01 43 20  
SURVEYING**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes the following:
  - 1. Acceptance of Owner-provided survey.
  - 2. Construction surveying.
  - 3. Completed Work Verification Survey.

**1.02 RELATED SECTIONS**

- A. Section 31 23 00 – Earthwork.

**1.03 DEFINITIONS**

- A. DTM: Digital terrain modeling.
- B. Project Datum:
  - 1. The three dimensional coordinate system, as follows:
    - a. NAVD 88 – Vertical.
    - b. NAD 83/91 State Plane Coordinate System – Horizontal.

**1.04 SUBMITTALS**

- A. General: Submit the following in accordance with Section 00700 – General Terms and Conditions, Article 4.4 – Submittals, and Section 01 33 00 – Submittal Procedures:
- B. Surveyor Qualifications:
  - 1. Provide within seven (7) days following Notice To Proceed 1 the following for each licensed professional surveyor whose services the Contractor proposes to rely upon:
    - a. Name, address, telephone number, and complete contact information.
- C. Field Engineering prior to commencing layout:
  - 1. Provide the Project Representative a complete closed survey loop identifying the project benchmarks, property corners, and data demonstrating these points relative to the Project Datum.
- D. Contractor's Letter of Acceptance of Owner-Provided Survey (as shown on the Drawings) or written notice of discrepancies of Owner-provided survey.

- E. Completed Work Verification Survey:
  - 1. Submit electronic survey, certified by the Contractor's surveyor, of the entire completed Work including, but not limited to, earthwork, paving, retaining walls, conduits, wetland mitigation areas, and utility systems documenting the physical completion and accuracy of Work in accordance with the Contract Documents as amended.
    - a. Submittal shall be provided to the Owner prior to Contractor's Request for Substantial Completion.
  - 2. Demonstrate that the Work complies with the construction tolerances specified in Section 01 70 00 – Execution Procedures.

**1.05 ACCEPTANCE OF OWNER-PROVIDED SURVEY**

- A. The nature and extent of the Work is dependent on original ground surface elevations and planimetric features as presented on the Drawings.
- B. The Contractor has a single opportunity, during the Preconstruction Phase of the Contract, to either accept or to identify differences or discrepancies in the Owner-provided survey, as shown on the Drawings.
  - 1. Differences or discrepancies refer to variations in the elevations and locations shown on the Drawings that exceed the allowable tolerances stated in Section 01 70 00 – Execution Procedures.
- C. The Contractor has the option of:
  - 1. Surveying the original ground surface elevations and planimetric features prior to Notice to Proceed 2.
    - a. Contractor's survey shall be no less than 1-foot contour interval.
  - 2. Accepting the elevations and planimetric features indicated on the Drawings.
- D. Contractor's Letter of Acceptance of Owner-Provided Survey:
  - 1. If the Contractor accepts the Owner-provided survey, the Contractor shall provide a letter stating the Contractor has reviewed and accepted the Owner-provided survey, as shown on the Drawings, and that the information is complete and accurate within the Tolerances of Preconstruction Conditions in accordance with Section 01 70 00 – Execution Procedures, Paragraph 3.04.
    - a. The Contractor's Letter of Acceptance of Owner-Provided Survey shall be provided not later than four (4) weeks after Notice to Proceed 1.
- E. Contractor Identification of Correction of Owner-Provided Survey:
  - 1. If the Contractor does not accept the Owner-provided survey, the Contractor shall complete its own survey and identify and quantify discrepancies, errors or differences in a letter to the Owner not later than four (4) weeks after Notice to Proceed 1.
    - a. The Contractor shall provide a minimum of two (2) working days notice to Project Representative for access to Site.

- b. The Project Representative will escort the Contractor during its onsite survey.
2. Provide a Digital Terrain Model (DTM) of the Contractor's survey to the Project Representative upon completion of the Contractor's survey.
  - a. The Project Representative will compare the Contractor's DTM with the Owners DTM to attempt to substantiate the Contractor's results.
3. In the event of a discrepancy between the Owner and Contractor surveys, the Owner shall reconcile the difference through additional survey and consultation with the Contractor.
4. If the Owner-reconciled survey differs beyond the Tolerances, specified within Section 01 70 00 – Execution Procedures, Paragraph 3.04, from the Owner-provided survey, as indicated on the Drawings, the Contractor may request an adjustment to the Contract Price or Contract Time in accordance with Article 5.0 - Changes to the Contract and Article 6.0 - Time and Price Adjustments of Section 00700 – General Terms and Conditions.

#### **1.06 CONTRACTOR'S OWN SURVEY WORK**

- A. Perform surveying activities sufficient to set out and control the Work.

#### **1.07 QUALITY ASSURANCE**

- A. Survey work of this Section is to be performed by a licensed Professional Land Surveyor registered in the State of Washington.
- B. Corrections of the Work due to survey errors and omissions are the responsibility of the Contractor.

### **PART 2 – PRODUCTS – NOT USED**

### **PART 3 – EXECUTION**

#### **3.01 GENERAL**

- A. Benchmarks:
  1. Owner will provide two initial benchmarks from which Contractor shall set out the Work.
  2. Contractor shall identify and maintain other a minimum of two (2) other permanent benchmarks or control points on the Project Site for setting out the Work.
- B. Surveying and Layout:
  1. Work from lines and levels established by the Survey Control provided in the Drawings.
  2. Establish secondary benchmarks and control points to set lines and levels throughout the Project Site.
  3. Locate and flag/stake the property line corners.

4. Locate and flag/stake the continuous Construction Limits indicated on the Drawings Prior to commencing Work to achieve Milestone 2 and Work to achieve Milestone 3.
    - a. Construction Limits flagging shall consist of continuous orange safety fencing.
    - b. Keep the fencing in place, fully functional, until directed to remove it by the Project Representative.
  5. Locate and layout site improvements, including but not limited to pavements, grade stakes, grading, fill and topsoil placement, utility slopes, cut slopes, retaining walls, and invert elevations.
  6. Locate and layout batter boards for structures, vaults, control lines, and levels.
  7. Provide and maintain temporary means of checking and rechecking layout to confirm correct and accurate placement of materials and items between major milestones indicated on the Project Schedule.
  8. Accurately record information on the Record Drawings not less than once per month basis as a condition for payment in accordance with requirements of Section 01 20 00 – Payment Procedures.
- C. Do not scale Contract Documents provided by the Owner.
- D. Surveyor Log:
1. Maintain a Surveyor Log of control data and other survey work on the Project Site.
  2. Provide access to the Surveyor Log when required by the Project Representative.

### **3.02 COMPLETED WORK VERIFICATION SURVEY**

- A. Survey the completed Work at Milestones 2 and 3 and compile into a Completed Work Verification Survey.
  1. Indicate retaining walls, wetlands mitigation area, site improvements, and utilities. Show dimensions, locations, angles, and elevations of the Work.
  2. For Milestone 2 also provide as-constructed Transfer Building receiving floor elevations.
- B. Upon physical completion of the Work of Milestones 2 and 3, and in support of the Contractor's Request for Substantial Completion of Milestones 2 and 3, submit the Completed Work Verification Survey.
- C. Completed Work Verification Survey shall include all aspects of the Work including, but not limited to, elevations and grades within the Construction Limits on a 25 by 25 FT minimum grid system in addition to survey points at:
  1. All changes in grades.
  2. Edge of pavements - not more than 25 FT between points and at all changes in direction of the pavement edges.
  3. Building ground floor elevations at corners of floors.

4. Utility system locations, grades and elevations including rim and invert elevations of all structures and the location and elevation of all valves and fittings.
  5. Retaining wall locations and elevations including bottom of footings, top of walls.
  6. Exterior light fixture locations.
  7. Exterior sign locations.
- D. Survey results shall be in an electronic format, including a DTM.
- E. Project Representative will check the Contractor's Completed Work Verification Survey and report any discrepancies to the Contractor for resolution as part of the Substantial Completion Punch List.
- F. Prior to the issuance of Certificate of Substantial Completion, discrepancies shall be corrected, resurveyed and the Completed Work Verification Survey shall be updated and resubmitted.

### **3.03 FIELD QUALITY CONTROL**

- A. Survey Accuracy: Measurements performed in accordance with requirements of this Section are to be accurate within one-hundredth (0.01) of a foot in both vertical and horizontal planes.

### **3.04 PROTECTION**

- A. Protect benchmarks and control points used in the Work of this Section.
1. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
  2. Do not relocate benchmarks without prior written approval of the Project Representative.
  3. Promptly replace lost or destroyed project control points, at no additional cost to the Owner.

**END OF SECTION 01 43 20**



**SECTION 01 50 00  
TEMPORARY FACILITIES AND CONTROLS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes the following:
  - 1. Environmental Controls.
  - 2. Temporary Utilities.
  - 3. Temporary Facilities.
  - 4. Temporary Controls.
- B. Related Sections:
  - 1. Section 31 25 00 – Soil Erosion and Sediment Controls.

**1.02 REFERENCES**

- A. Comply with the requirements of Section 01 09 05 – Reference Standards and as listed herein. The following is a list of standards referenced in this Section.
  - 1. Revised Code of Washington (RCW) Section 46.61.655 Dropping Load, Other Materials – Covering.
  - 2. RCW Chapter 70.93 Waste Reduction, Recycling, Model Litter Control Act.

**1.03 DEFINITIONS**

- A. Clean Surface Water:
  - 1. Surface water runoff from areas of the Site not disturbed by construction during the Work of this Contract.
  - 2. Construction runoff with turbidity and pH at an acceptable discharge level in accordance with the Project permits is not defined as Sediment Laden Surface Water.
- B. Sediment Laden Surface Water: Surface water runoff with turbidity or pH levels exceeding discharge criteria that would otherwise be Clean Surface Water.
- C. Contaminated Surface Water: Any water which comes in contact with Refuse.
- D. Contaminated Sediment: All sediment removed from collected surface water runoff (other than Clean Surface Water) and Contaminated Surface Water, shall be considered contaminated. Contaminated Sediment shall not be incorporated into the Embankment, fills and backfills on the construction site and shall be hauled to an approved disposal site as further defined below.

- E. Wastewater: All Contaminated Surface Water is defined as Wastewater for purposes of this Contract, and shall be collected, treated if necessary to meet discharge permit limits, and disposed off the Project Site.
1. Wastewater cannot be treated and discharged with other stormwater.

#### **1.04 SUBMITTALS**

- A. General: Submit the following in accordance with Section 00700 – General Terms and Conditions, Article 4.4 – Submittals, and Section 01 33 00 – Submittal Procedures:
1. Plan for temporary facilities and staging areas within four (4) weeks of Notice to Proceed 1.
    - a. If Contractor plans to change temporary facilities and staging areas after Milestone 2, submit an updated Plan within four (4) weeks of Milestone 2.
  2. Information regarding Owner's Required Construction Trailer, if trailer differs from the specified requirements, within four (4) weeks of Notice to Proceed 1.
  3. Wastewater handling and disposal plan to address the requirements for wastewater management as defined below.

#### **1.05 ENVIRONMENTAL CONTROLS**

- A. Dust Control: Provide, install and maintain dust control measures in accordance with the requirements of this Section.
- B. Ventilation of Confined Spaces: Provide ventilation in accordance with state and federal regulations.
- C. Pest Control: Provide services to manage and maintain control of rodent and pest populations within the Construction Limits in accordance with the Contractor's Health and Safety Plan, excluding pests that result from the Owner's operations in the active transfer facility area.
- D. Noise Control: Do not exceed state and local noise ordinance limits, including but not limited to City of Bellevue Ordinance No. 4996.
1. Comply with Conditional Use Permit and Critical Areas Land Use Permit Approval dated January 4, 2013.
    - a. Exceptions to the construction noise hours limitation may be granted pursuant to Bellevue City Code (BCC) 9.18.020C.1 when necessary to accommodate construction which cannot be undertaken during prescribed work hours. Written requests for exemption from the Noise Control Code must be submitted to the City of Bellevue a minimum of two weeks prior to the scheduled onset of extended hour construction activity per the requirements of BCC 9.18.020 and 040.
  2. Verify work activities comply with the rules by taking measurements as necessary and when directed to do so by the Project Representative.
  3. Take measurements using an appropriate sound pressure meter, and at locations around the site acceptable to the Project Representative.

E. Dewatering of Excavations:

1. Maintain excavations free of standing water.
2. Dispose of surface and ground water removed from excavations in accordance with the requirements of Section 31 25 00 – Soil Erosion and Sediment Controls.

**1.06 TEMPORARY UTILITIES**

A. The Contractor shall be responsible to arrange and pay all monthly utility charges in conjunction with their temporary facilities and the Owner's construction office trailer.

B. The Contractor shall be responsible to coordinate with utility service providers and pay all connection charges associated with the Contractor's needs, including Owner construction office trailers, for utility services.

C. Electrical Power and Lighting:

1. Contractor is responsible for design and construction of the temporary electrical power distribution system which needs to provide electrical power for construction and for operation of temporary systems, such as construction dewatering and the tire wash.
2. Do not use the transfer station power and lighting to perform Work within the Construction Limits.
  - a. Contractor may use a metered service from the existing transfer station electrical power service for the temporary construction offices provided that Contractor pays for the energy and connection costs and provided that such use does not interfere in any way with Owner's on going operations.
3. Notify the Project Representative two (2) calendar days in advance of any planned outages regardless of when these might occur, and regardless of whether such outages may affect the progress of the Work.
4. Do not interfere with, disrupt, damage or destroy power and lighting at the transfer station.

D. Water:

1. Provide water, and water distribution for performance of the Work, including but not limited to the following activities:
  - a. Dust control.
  - b. Concrete placement.
  - c. Compaction activities.
  - d. Tire wash.
  - e. Street sweeping.
  - f. Potable water to temporary construction offices.

2. Fire Protection:
  - a. Perform a review to determine the location and adequacy of the nearest fire hydrants and other useable water sources that may be relied upon in the event of a fire emergency.
    - 1) Supplemental water sources and fire protection measures required by the City of Bellevue Fire Marshal after Contract Execution, and during the course of construction, shall be arranged and paid for by the Contractor.
  - b. Review with the City of Bellevue Fire Marshal for the Contractor's contingency plan to facilitate fire department personnel and equipment access to the site during a fire emergency.
  - c. Contractor shall arrange, pay, and maintain within the Construction Limits supplementary equipment the City of Bellevue Fire Marshal deems necessary to be made available to the fire department personnel in the event of a fire emergency.
3. Water Service to Existing Scale Facility:
  - a. Maintain water service to the existing scale facility.
    - 1) Provide temporary piping connections, if necessary, as the Work progresses.
  - b. Do not disrupt water service to the scale facility at any time during station operating hours.

E. Wastewater Controls:

1. There are connections to sanitary sewer utility mains available on the Site.
2. Contractor's Collection, Handling, Hauling and Disposal Activities:
  - a. The Contractor shall be responsible for the collection, handling, hauling, discharge and disposal of Wastewater and Contaminated Sediment, as defined in this Section, generated within the Construction Limits and running on to the Site.
  - b. Collect, treat if necessary to meet discharge permit requirements, temporarily store, haul and discharge Wastewater and Contaminated Sediment generated within the Construction Limits to offsite facilities approved by the Washington State Department of Ecology, Seattle/King County Department of Public Health, and in accordance with applicable rules and regulations.
    - 1) Permitted discharge points for Wastewater are as follows:
      - a) King County's South Treatment Plant located at 1200 Monster Road SW, Renton, Washington 98057. Phone Contact (206) 684-2400.
      - b) Approved Equal.
    - 2) Wastewater discharged shall not contain solids capable of settling exceeding seven (7) milliliters per liter as measured by using the Imhoff cone test performed by the Project Representative.

- 3) The Contractor will be responsible for payment of applicable local fees associated with each of the approved discharge locations.
  - 4) The Contractor shall meter all Wastewater during the filling of tanker trucks.
  - 5) Written records shall be provided to the Owner each working day. These records shall include the following information:
    - a) Date and time of each discharge into the sanitary system.
    - b) Amount of water disposed of at each approved discharge point. The volume of each tanker load shall be listed separately and shall include the name of the driver of the tanker truck.
  - 6) Haul routes on the Project Site shall be maintained to allow hauling to occur during extreme rain and winter weather.
- c. Design and Provide Contaminated Sediment collection areas and Wastewater storage tanks for the purposes of removal of Wastewater and sediment from the Construction Limits.
- 1) Contaminated Sediment collection areas shall be continuously accessible by the Contractor's off-road equipment in all weather conditions.
  - 2) Locations of Contaminated Sediment collection areas must be reviewed by the Project Representative prior to installation and relocation.
  - 3) The Contractor shall, at its expense, maintain the Contaminated Sediment collection areas and remove, handle, haul and dispose of Contaminated Sediment to an approved solid waste disposal facility approved by the Washington State Department of Ecology, Seattle/King County Department of Public Health, and in accordance with applicable rules and regulations.
- d. The Contractor shall provide its own Wastewater storage tanks, if necessary, of sufficient capacity within the Construction Limits.
- 1) Contractor may not use the existing transfer station's sewer during Milestone 2 Work.
  - 2) Contractor supplied wastewater storage tanks shall be continuously accessible by the Contractor's over-the-road vehicles in all weather unless pumping is used for decanting tanks.
3. Existing Scale Facility Wastewater Collection shall not be interrupted during construction.
- F. Surface Water Controls:
1. Refer to Section 31 25 00 – Soil Erosion and Sediment Control.
  2. Collected Clean Surface Water shall be routed to the City of Bellevue storm drainage system.

3. Contractor is responsible for maintenance and cleaning of the detention and treatment vault, including the filters, until Substantial Completion of Milestone 3.

G. Communications:

1. Provide communication lines, local terminals, and equipment to serve the Owner's construction trailer as follows:
  - a. Phone and internet bundled, four (4) dedicated lines for voice communications.
    - 1) Phone equipment: Provide eight (8) hardwired handsets with multiple line and speaker capability. Provide one conference phone, Polycom Sound Station Duo, or approved equal, including all equipment necessary.
    - 2) One (1) piece of phone equipment shall be a conference phone with a minimum of two microphone pods.
    - 3) Provide Polycom® SoundStation Duo™, Cisco CP-7937G, or approved equal.
    - 4) One (1) cable internet line, 50Mbps or greater, and provide and install new wireless access point router, IEEE 802.11n/g/b or better.
    - 5) Access point router shall have a minimum of four (4) ports for wired internet.
  - b. Provide and install a minimum four (4) port network hub to connect network equipment such as printers.
  - c. The Contractor shall be responsible to pay for the communication services through Final Acceptance.

**1.07 TEMPORARY FACILITIES**

- A. Contractor may use the area depicted on the drawings as Eastgate Property for temporary construction office trailers, parking, and staging.
- B. Access Roads and Parking: Comply with the requirements of the Owner-provided Traffic Management Plan indicated on the Drawings and as described in Section 01 55 00 – Traffic Controls.
- C. Staging Areas: Stage only as indicated on the Drawings, and/or at any Contractor provided areas on or off the Site as allowed by law and in a manner which does not impact the Owner's transfer station operations.
- D. Stockpiles: Stockpile only at any Contractor provided areas on or off the Site as allowed by law and in a manner which does not impact the Owner's transfer station operations.
  1. Cover stockpiles inside the Site in accordance with Section 31 25 00 – Soil Erosion and Sediment Controls.
- E. Temporary Haul Roads: Design, construct, and maintain temporary haul roads needed for site work to protect the permanent subgrade from damage, to control dust, and to minimize sediment laden runoff.

F. Required Construction Office Trailers:

1. Provide a minimum of two (2), complete, unitized construction office trailers in good condition, including automatic air conditioning and heating units, office lighting, convenience outlets, perforated metal stairs and railings, American Disabilities Act (ADA) compliant access ramps, two (2) exterior doors, boot scrapers, and washable rubber walk mats at each door, and exterior intrusion alarm for each trailer with interior keypad.
  - a. A minimum of one trailer is for the Owner's use.
  - b. Trailer Security:
    - 1) Provide hasp-style supplementary locks on trailer doors.
    - 2) Provide unique locks and keys for each trailer.
    - 3) Provide an additional lock and key unique to the Owner's office, and provide all keys to this lock to the Project Representative.
    - 4) Provide pest screen and security grilles or security bars on windows of the trailers.
  - c. Provide twice weekly janitorial service, trash removal service, cleaning, vacuuming, including ample supply of drinking water, toilet paper, paper towels, disposable toilet seat covers, and liquid soap from onsite mobilization until Final Acceptance.
    - 1) Maintain and provide uninterrupted stocking of all these materials, and in sufficient quantity and replenishment such that all products are continuously available.
  - d. Provide and pay for Owner's construction trailer through Final Acceptance.
2. Additional Requirements for Contractor's Required Construction Office Trailer(s):
  - a. As required for Contractor's needs including project meetings in a common space accommodating not less than fifteen (15) people seated.
3. Additional Requirements for Owner's Required Construction Office Trailer:
  - a. Shall not be less than one thousand four hundred (1,400) SQ FT in useable floor area, in a "double wide" configuration.
  - b. Shall be installed on Eastgate Property.
    - 1) Provide temporary, OSHA-compliant stairs from the Eastgate Property to the elevation of SE 32nd Street.
  - c. The Owner's trailer will be used to house the Project Representative, Construction Manager and A/E Representative personnel and items.

- d. Configure the unit with two private (2) offices and an open office area with 5-FT partitions for five (5) cubicles and an enclosed meeting room.
  - 1) Each office shall be at least 120 SQ FT and have at least one (1) window.
  - 2) Enclosed meeting room shall be minimum of 280 SF and include a conference table and swivel chairs to accommodate a minimum of twelve (12) people.
- e. Provide vinyl flooring throughout.
- f. Provide stairs to each exterior door, and provide one (1) ADA accessible, slip-resistant, all weather ramp with handrails and guardrails.
- g. Include in the open office area a five (5) shelf, heavy duty steel bookcase with 36 IN width and 15 IN depth for storage of required reference standards necessary at the work site.
- h. Assist the Owner's activities related to installation and move-in.
- i. Provide eight (8) L-shaped desks with file drawers, and eight (8) serviceable office chairs of a medium quality level with fabric upholstery, adjustable arms, wheels, seats and backs; used and rental furniture is acceptable provided it meets the acceptance of the Project Representative.
- j. Provide two (2) wall mounted plan racks, one (1) for 36 by 48 IN size Drawings and one (1) for 24 by 36 IN size Drawings, accommodating not less than twelve (12) sets of plans each.
- k. Provide two (2) portable tables with dimensions of 3 by 8 FT, with folding, locking legs.
- l. Provide fifteen (15) stacking side chairs with fabric seats and backs.
- m. Provide five (5) five-drawer locking file cabinets with 36 IN width for use with legal size paper.
- n. Provide six (6) full-length shelves with 12 IN depth; support each shelf with four (4) brackets designed to support 125 LBS each; install shelves from wall to wall; locate one (1) shelf in each office.
- o. Provide twelve (12) coat hooks, and an overhead shelf not less than 8 FT in length mounted at 80 IN above finished floor for purposes of Owner's hard hat storage, located near the entrance door.
- p. Provide one (1) refrigerator with freezer with size minimum of sixteen (16) CU FT.
- q. Provide one potable water dispenser with hot and cold water spigots.
- r. Provide one (1) office quality, multifunction copier with print, copy, and scan functions installed. Provide maintenance of the copier until Final Acceptance. Provide response within 24 HRS of notification of requested service by the Project Representative.
  - 1) Multifunction copier shall have the following capabilities.

- 2) Support black and white and color printing and scanning.
  - 3) Support SMB and FTP scanning protocols.
  - 4) Minimum of paper sizes letter (8-1/2 by 11 IN), legal (8-1/2 by 14 IN), and ledger (11 by 17 IN).
  - 5) Minimum speed for automatic document feeder shall be thirty-five (35) pages per minute.
  - 6) Minimum speed for printing, copying, and scanning shall be thirty-five (35) pages per minute.
  - 7) Finishing with stapling and collating.
  - 8) Network type printer.
- s. Check, balance, adjust, and maintain the HVAC unit required for the Owner trailer at a minimum frequency of every six (6) months.
- 1) Provide response within 24 HRS of notification of requested service by the Project Representative.
- t. Provide one (1) microwave.
- G. Parking: Include one (1) marked, ADA compliant parking stall accessible to the Owner's construction office trailer.
- H. Sanitary Facilities: Provide the following facilities, items, services and supplies, as a basic requirement solely for use of Contractor's and Owner's staff assigned to the required construction office trailers.
1. Provide sanitary and wash-up facilities as separate facilities.
    - a. Provide one (1) trailer-type temporary sanitary trailer with not less than four (4) toilets and two (2) sinks.
    - b. Provide a single additional lockable ADA accessible sani-can or portable toilet unit as a basic requirement beyond what the Contractor would determine for itself.
      - 1) Provide an external hand washing station utilizing fresh water, and stocked with paper supplies and handwashing detergent.
  2. Clean the facilities daily and provide service as required to maintain sanitary operation.
- I. Project Signs:
1. Provide OSHA and WISHA accident prevention and warning signs in prominent locations per those regulations.
  2. Provide one (1) project identification sign as follows:
    - a. The sign shall be minimum of 8 FT wide by 4 FT high and shall conform to the letter sizes and styles, materials of construction, and project-specific mounting requirements of Section 10 14 23 – Signage.
    - b. The sign shall have a white background. The letters shall be black.

- c. The sign shall consist of the following information:
    - 1) King County name and logo.
    - 2) Project Title.
    - 3) Contract Number.
    - 4) Name of Contractor.
    - 5) Name of Construction Manager.
    - 6) Name of A/E Firm.
  - d. The sign shall be installed within 30 days of Notice to Proceed 1 and shall be removed after Substantial Completion of Milestone 3.
  - e. A shop drawing for the sign shall be submitted to the Project Representative for review, prior to manufacture of the sign.
  - f. Place the sign near the existing scale facility in a location that will not be obscured during the work day when customers and King County vehicles are using the main gate for access to and from the Project Site. The location shall be determined in consultation with the Project Representative.
- 3. Advertising signs are not permitted at the site.
  - 4. Signs which identify the Contractor organization and security services at the site are permissible.
- J. Smoking is prohibited within the Limits of Construction and as posted by King County within the Site.

## **1.08 TEMPORARY CONTROLS**

- A. Temporary Construction and Construction Aids:
  - 1. Temporary construction and construction aids shall be of the Contractor's own design.
- B. Traffic Management:
  - 1. Comply with the Owner-provided Traffic Management Plan indicated on the Drawings and specified in Section 01 55 00 – Traffic Controls and as modified by Contractor submittal.
- C. Vehicle Access and Parking: Comply with the requirements of the Owner-provided Traffic Management Plan indicated on the Drawings and specified in Section 01 55 00 – Traffic Controls.
- D. Temporary Barriers and Enclosures: Provide temporary barriers and enclosures as necessary to prevent accidents and injury.
- E. Security:
  - 1. Protect the Project, including staging and administrative aresa, from vandalism, trespass and neglect during progress of the Work.
  - 2. Contractor shall not rely on Owner's operations staff to provide security for the Project Site.

3. Coordinate with Project Representative on methods to secure the Project Site and for access to Cedar Hills Regional Landfill.
4. Provide continuous temporary fencing and signage where necessary to separate construction areas from the public using the transfer station operating area.
5. Notify the Project Representative in the event an unauthorized entry into the Site, or vandalism occurs to the Contractor's or Owner's property during the Project.

## **PART 2 – PRODUCTS**

### **2.01 DUST CONTROL MEASURES**

- A. Provide and install plastic piping, hoses, fittings, valves, sprinkler heads, watering truck, pumps, and ancillary items and equipment of the Contractor's own design for a complete, adjustable, temporary dust control system meeting the requirements of City of Bellevue Clearing and Grading Development Standards BMP 140 Dust Control.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION**

- A. Installation of Dust Control Measures:
  1. Install and utilize dust control measures in concert with erosion control measures identified in Section 31 25 00 – Soil Erosion and Sediment Controls.
  2. Employ dust control measures when directed by the Project Representative to do so.
  3. Move, or otherwise adjust the dust control measures on a regular basis to respond to changing needs and work locations.
- B. Contractor is responsible to locate, relocate during the course of the Work, and pay for all preparation necessary for placement of temporary construction offices and other support facilities, including earthwork, grading, utility connections, gravel surfacing, and restoration.
  1. Locations for temporary construction offices shall be coordinated with and approved by the Project Representative.

### **3.02 APPLICATION**

- A. Operation of Dust Control Measures per City of Bellevue Standards.

### **3.03 RESTORATION**

- A. Remove and uninstall temporary utility connections when the connections and services are no longer necessary.
- B. Restore utility systems to their original condition.

### **3.04 CLEANING**

- A. Construction Office Trailers:
  - 1. Empty refuse cans, sweep, vacuum and dust at least weekly and more frequently as necessary.
    - a. Schedule cleaning to occur at times convenient and acceptable to the Project Representative.
  - 2. Replace spent light bulbs with like kind.
  - 3. Maintain air filters in a clean condition.
    - a. Change filters not less than once every six (6) months to provide clean air into the trailers.
- B. Maintain Site in a clean orderly condition and free from waste, debris, rubbish and similar materials.
- C. Remove materials in conformance with the Waste Management Plan specified in Section 01 74 10 – Construction Waste Management.
- D. Prevent materials from escaping from vehicles by using appropriate securing methods.
  - 1. Cover and/or secure all loads in accordance with the requirements of RCW 46.61.655 and RCW 70.93.097.
  - 2. Hazardous Waste and Dangerous Waste shall be contained and transported in accordance with Section 02 31 40 – Removal of Hazardous Materials and Dangerous Waste.
- E. Clean vehicles in appropriate ways prior to vehicles leaving the site.
  - 1. All vehicles used for Construction activities leaving the Site shall pass through the Tire Wash.

### **3.05 PROTECTION**

- A. Protect work of this Section from damage, deterioration, theft, destruction and loss as required by the Contract Documents.
- B. Protect existing structures, property, cultivated and planted areas, and other surface improvements.
- C. Assess and protect subsurface utilities and improvements.
- D. Provide shoring, bracing, or other Work necessary to protect structures and improvements.
- E. Provide protection and special requirements identified elsewhere in the Contract Documents.
- F. Repair or replace damaged structures, pavement, improvements, utilities, materials and equipment to a condition equivalent to the condition prior to the damage, unless otherwise instructed by the Project Representative. All such remedial activities shall be at the Contractor's expense.

**END OF SECTION 01 50 00**

**SECTION 01 55 00  
TRAFFIC CONTROLS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes the following: Traffic controls.
- B. Related Sections:
  - 1. Section 01 14 00 – Work Restrictions.

**1.02 REFERENCES**

- A. Comply with the requirements of Section 01 09 05 – Reference Standards and as listed herein. The following is a list of standards referenced in this Section:
  - 1. American Traffic Safety Services Association – Quality Guidelines for Work Zone Traffic Control Devices.
  - 2. United States Department of Transportation (USDOT) Federal Highway Administration (FHWA) – NCHRP 350 Report – Recommended Procedures for the Safety Performance Evaluation of Highway Features.
  - 3. USDOT Federal Highway Administration – Manual on Uniform Traffic Control Devices (MUTCD) 2003 Edition with Revisions 1 and 2 and including Washington State modifications.
  - 4. Washington State Department of Transportation (WSDOT) Standard Plans Manual.

**1.03 SUBMITTALS**

- A. General: Submit the following in accordance with Section 00700 – General Terms and Conditions, Article 4.4 – Submittals, and Section 01 33 00 – Submittal Procedures.
- B. Traffic Control Plan:
  - 1. Prior to work within the City of Bellevue Right-of-Way (SE 30<sup>th</sup> Street), provide a Traffic Control Plan that will be followed for work within the City of Bellevue Right-of-Way.
    - a. The plan shall be in accordance with City of Bellevue requirements and be reviewed by the Project Representative.
    - b. Plan approval shall be required prior to any work within the City of Bellevue Right-of-Way.
  - 2. This Traffic Control Plan will at a minimum show temporary warning signage, flaggers, work zones, lane closures, temporary access to businesses, and include notes defining specific control procedures and constraints.
- C. State of Washington traffic flagger certification cards.

#### **1.04 OWNER-PROVIDED TRAFFIC MANAGEMENT PLAN**

- A. Comply with the requirements of the Owner-provided Traffic Management Plan indicated on the Drawings.
- B. In the event modifications to the Owner-provided Traffic Management Plan are desired by the Contractor, after execution of the Contract, comply with the following procedure for review by the Project Representative:
  - 1. Submit a written request to modify including the following:
    - a. The reasons for the proposed modification.
    - b. The proposed modification.
    - c. The effects of proposed modification on execution of the Work, if any.
    - d. Include drawings or sketches showing the proposed modifications to the Owner-provided Traffic Management Plan.
    - e. Comply with written directions given by the Project Representative.
    - f. Contractor requested changes to the Owner-provided Traffic Management Plan shall be made at no change to the Contract Price or Contract Time.
  - 2. Changes to the Owner-provided Traffic Management Plan require the review of the Project Representative.

#### **1.05 TEMPORARY CONTROLS**

- A. Ingress and Egress to Project Site:
  - 1. Accomplish ingress and egress with as little disruption to traffic as possible, as indicated on the Drawings.
- B. Install traffic control devices oriented in the direction of traffic flow.
  - 1. At all times during performance of the Work, the Contractor shall manage traffic control activities with its own staff actively involved in the planning and management of the Work, and shall be responsible for field implementation of the Owner-provided Traffic Management Plan, and any approved modifications.
    - a. The Contractor's Traffic Control Supervisor designees shall carry current flagging cards issued by the State of Washington.
    - b. The Contractor shall provide telephone numbers where the Contractor's Traffic Control Supervisor designees can be reached.
    - c. The Traffic Control Supervisor shall not be subcontracted.
  - 2. Provide adequate labor, sufficient signs and traffic control devices required to perform the traffic controls in accordance with the requirements of the Owner-provided Traffic Management Plan and for protection of the public, the Owner's property, and the Work.

3. Flagging and Flaggers:
  - a. Provide flaggers, and other personnel required for traffic control activities, except as noted below.
    - 1) Flaggers within the fenced active transfer station operating area as shown on the Drawings shall be provided by the Owner.
    - 2) Contractor shall provide minimum seven (7) calendar days notice to Project Representative of the need for Owner-provided flaggers.
  - b. Provide safe, protected locations for flaggers to work from, and in accordance with the Health and Safety Plan.
  - c. Flagging performed in darkness shall be accompanied by sufficient lighting illumination for the flagging stations.
4. Signage: Provide signage in accordance with the Drawings.

#### **1.06 QUALITY ASSURANCE**

- A. Traffic control measures not in conformance with the requirements as determined by the Project Representative shall be corrected by the Contractor within twelve (12) hours, at no additional cost to the Owner.
- B. The Contractor shall be responsible to monitor and maintain traffic control measures, including but not limited to:
  1. Resetting traffic cones and mislocated devices.
  2. Assuring visibility of all devices.
  3. Cleaning and repairing devices.
  4. Maintaining equipment.
  5. Replacing batteries and lamps.
  6. Adjusting devices to suit conditions.
  7. Accommodating vehicle queue conditions and lengths.
- C. Contractor's Traffic Control Supervisor's Duties:
  1. The Traffic Control Supervisor designees shall be required to expeditiously correct any deficiency, and or shortage of resources, when directed by the Project Representative to do so, at no additional cost to the Owner.
  2. The Traffic Control Supervisor designees are responsible to assure that all other persons performing traffic management have current flagger cards issued by the State of Washington.
  3. The Traffic Control Supervisor shall maintain copies of the following references, readily accessible during performance of work activities:
    - a. The Owner-provided Traffic Management Plan, together with all approved modifications.
    - b. Copies of the latest edition of the MUTCD, including Washington State modifications.

- c. A copy of the latest edition of "Quality Guidelines for Work Zone Traffic Control Devices".
  4. Inspect traffic control devices, lighting, and signage for proper location, installation, message, cleanliness, and effect on the public, users, and others.
- D. Flaggers:
1. Flaggers shall carry current flagger cards issued by the State of Washington.
  2. Flaggers shall wear approved personal protection equipment including but not limited to hard hats and reflective vests.
  3. To increase visibility during hours of darkness, flaggers shall wear either white coveralls (dry weather) or yellow raingear (wet weather) as appropriate for weather conditions.
  4. Flaggers shall carry two-way radios, with batteries and range compatible with the Project, and shall have continuous and direct contact with Traffic Control Supervisor.
  5. Flaggers shall carry Stop/Slow paddles.
- E. Additional Personnel: In addition to the personnel set forth above, Contractor shall add additional personnel which it believes is necessary to provide traffic safety at no additional cost to the Owner.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS AND EQUIPMENT**

- A. Construction Signs: Provide where indicated on the Drawings.
- B. Barricades: Where barricades are used, the only acceptable means of weighting shall be with bags of sand that will rupture upon impact, weighing forty (40) LBS or less, and positioned not more than one (1) FT above the ground surface.
- C. Traffic Drums: Shall be used or new, weighted to resist overturning, and of consistent configuration and profile to promote visual recognition in variable lighting and weather conditions.
- D. Traffic Cones: Where employed, stack multiple cones together to resist relocation and upset by wind.
- E. Warning Lights and Flashers: Provide where necessary to avoid accident or injury and ensure safety.
- F. Provide traffic control devices in accordance with WSDOT Work Zone Traffic Control Guidelines dated February 2012.

## **PART 3 – EXECUTION – NOT USED**

**END OF SECTION 01 55 00**

**SECTION 01 60 00  
PRODUCT REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes the following:
1. Product delivery, storage and handling requirements.
  2. Products submitted as “Or Approved Equal” or “Or Approved Alternate.”
  3. Substitution procedure for requesting the approval of substitution of a product that is not equivalent to a product which is specified by descriptive or performance criteria or defined by reference to manufacturer, vendor, trade name, and/or model or catalog number.
    - a. Prior to submission of proposals.
    - b. After Contract Execution.
  4. Products.

**1.02 REFERENCES**

- A. National Fire Protection Association (NFPA) Standards.

**1.03 DEFINITIONS**

- A. Approved Equal or Approved Alternate: A material, product, equipment, or process proposed by the Contractor that has the same function, quality, durability, appearance, strength, and design characteristics equal to or better than those originally specified in the Contract Documents; and shall be compatible with all other systems, parts or components of the Project and Work under the Contract and in accordance with Section 00700 – General Terms and Conditions.
- B. Assembly: Two or more products, materials or components that are utilized together to produce a composite application satisfying a set of requirements.
1. Examples of Assemblies in these Contract Documents:
    - a. Standing seam metal roofing.
    - b. Metal wall panels.
    - c. Skylights.
- C. Equal To: A material, product, equipment, or process proposed by the Contractor being the same, or identical in value, and having no variance in proportion, structure, quantity, measure, or nature than those originally specified in the Contract Documents.

- D. **Manufacturer:** The entity or firm that produces, manufactures or assembles a material, product or item of equipment incorporated in the Work. "Vendor" and "Supplier" are used interchangeably with Manufacturer.
1. Manufacturers specifically named in Division 02 through 40 Specification Sections are believed to have the capability of producing products, assemblies and systems meeting the requirements of the Contract Documents. Proposing a product, assembly or system produced by one of the named Manufacturers does not relieve the Contractor of the responsibility to demonstrate the proposed product, assembly or system meets the requirements of the Contractor Documents.
- E. **Manufacturer's Technical Representative:** The person or persons designated by the Manufacturer as its representative(s) and technical authority(s) who is/are knowledgeable about and able to answer technical questions about the Manufacturer's products, equipment and services.
- F. **Manufacturer's Instructions:** Written instructions and recommendations provided by the product Manufacturer regarding the use, installation, preparation of Work to receive the product, or similar written guidance to be followed by the installer and provided as part of the product submittal or by the Manufacturer's field representative.
1. Manufacturer's Instructions provided by the Manufacturer's field representative are subject to review and approval of the Project Representative.
- G. **Product:** Manufactured material or equipment.
- H. **Qualified Professional Engineer:** A Professional Engineer who is legally authorized to practice in Washington State (licensed) and who is experienced in providing engineering services related to a specific system, assembly or product proposed by the Contractor to meet the requirements of the Contract Documents.
1. For systems, assemblies, or products structural in nature and performance, the Qualified Professional Engineer shall be a licensed structural engineer.
- I. **System:** Equipment of an electrical and/or mechanical nature that requires some form of energy input to operate and produce a useful result.
1. Examples of Systems in these Contract Documents:
    - a. Compactor.
    - b. HVAC equipment.
    - c. Dust suppression system.

#### **1.04 QUALITY ASSURANCE**

- A. In making request for substitution or in using an approved product, Contractor represents Contractor:
1. Has investigated proposed product, and has determined that it is adequate or superior in all respects to that specified, and that it will perform function for which it is intended.

2. Will provide same guarantee for substitute item as for product specified.
3. Will coordinate installation of accepted substitution into Work, to include building modifications if necessary, making such changes as may be required for Work to be complete in all respects.
4. Waives all claims for additional costs related to substitution which subsequently arise.

#### **1.05 SUBMITTALS**

- A. General: Submit the following in accordance with Section 00700 – General Terms and Conditions, Article 4.4 – Submittals, and Section 01 33 00 – Submittal Procedures.
- B. Substitution Requests:
  1. Submit the Substitution Request Form at the end of this Section.

#### **1.06 DELIVERY, STORAGE AND HANDLING**

- A. Delivery:
  1. Arrange deliveries of items in accordance with the Project Schedule identified in Section 01 32 20 – Scheduling.
  2. Coordinate deliveries in accordance with provisions of Section 01 14 00 – Work Restrictions.
  3. Deliver products in undamaged condition.
    - a. Deliveries are to be made in Manufacturers' original packaging, with seals and labels intact.
    - b. Inspect deliveries immediately to ensure compliance with requirements of the Contract Documents and approved submittals.
    - c. Assure that products are properly protected.
- B. Store products, items, materials and equipment in accordance Manufacturers' Instructions and provisions of Section 00700 – General Terms and Conditions, Article 3.18 – Operations, Materials Handling, and Storage Areas, Article 3.22 – Storage of Contractor's Property, and as follows:
  1. Seals and labels are to remain intact until such time protective coverings are removed.
  2. Protective covers must remain in place until items are prepared for installation.
    - a. Remove and replace protective covers which get wet, or are otherwise damaged to the degree that leaving the protective covers in place threatens the integrity of the item.
  3. Store products susceptible or subject to damage by the elements in weathertight enclosures.
  4. Maintain temperature and humidity within the ranges required by Manufacturers' instructions.

5. Do not allow storage of combustible materials inside enclosed spaces except when allowed in accordance with applicable NFPA Standards, and the City of Bellevue Fire Marshal.
  6. Exterior Storage:
    - a. Store fabricated products above ground.
      - 1) Position on blocking or skids.
      - 2) Prevent soiling, staining, and other damage.
      - 3) Cover products subject to deterioration using impervious sheet coverings.
      - 4) Provide adequate ventilation to prevent formation of condensation.
    - b. Store loose granular materials in well-drained areas, and on solid unyielding surfaces.
      - 1) Prevent mixing and contamination with foreign matter.
    - c. Comply with the requirements of Section 01 14 00 – Work Restrictions for Project storage, staging and laydown areas.
  7. Arrange storage to allow for unimpeded periodic inspection.
- C. Material Safety Data Sheets:
1. The Contractor is responsible for interpretation of information contained in Material Safety Data Sheets (MSDS).
  2. Do not submit or send MSDSs for review unless specifically requested by the Project Representative. Remove MSDS sheets from submittals prior to transmittance.
  3. Submit MSDS sheets when required for demonstration of sustainability objectives being met.
- D. Protection:
1. Protect items after installation.
    - a. Protect structures and Work from damage through Owner issuance of Certificate of Substantial Completion.
    - b. Protect against traffic damage.
  2. Repair or replace damaged items, products, materials and equipment in accordance with Section 00700 – General Terms and Conditions, Article 3.19 – Contractor’s Overall Responsibilities for Protection of Work, Property, and Persons.

## **1.07 SUBSTITUTIONS**

- A. General:
1. Substitution Requests shall comply with the following.
    - a. Written request through Contractor only.

- b. Substitution Requests prior to the submission of Proposal are to be performed in accordance with instructions contained in the Request for Proposals.
  - c. Substitution Requests after Contract Execution are to be performed in accordance with requirements of this Section, and in accordance with Section 00700 – General Terms and Conditions, Article 4.8 – Substitution of Products & Processes.
2. Certain types of equipment and kinds of material are described in specifications by means of references to names of manufacturers and vendors, trade names, or catalog numbers.
- a. When this method of specifying is used, it is not intended to exclude from consideration other products bearing other manufacturer's or vendor's names, trade names, or catalog numbers, provided said products are "Or Approved Equal" or "Or Approved Alternate", as determined by A/E Representative.
- B. Substitution of items, materials, and processes:
- 1. Products for the Project are specified "Or Approved Equal" or "Or Approved Alternate" unless identified otherwise in this Section.
    - a. It is the Contractor's responsibility to demonstrate to the Project Representative's satisfaction that the products being proposed are equals to the products identified in the Contract Documents.
      - 1) Substitutions may impact LEED® credit achievement. The Contractor shall investigate proposed substitutions with respect to the following environmental concerns:
        - a) Contractor shall identify which LEED credit strategies may be affected by the proposed substitution.
        - b) All substitutions shall be accompanied with documentation indicating the pertinent environmental performance criteria of the substitute material are equal or superior to the specified material.
    - b. The Project Representative will not unreasonably withhold acceptance of an approvable equal product.
      - 1) Decisions of the Project Representative regarding substitutions are final and not subject to appeal.
      - 2) Do not assume acceptance at any time prior to written acceptance in a submittal response prepared by the Project Representative.
    - c. Lack of complete information, defective information, or other problem associated with Available Information for a named product does not relieve the Contractor of the responsibility to demonstrate the approvability and equal of an "Or Approved Equal" or "Or Approved Alternate" product for the intended application or purpose.
  - 2. Submit the same required information for products proposed by the Contractor as Approved Equal, as would be required for the named items, materials and equipment.

C. Substitution Requests after the Contract Execution:

1. Submit a completed Substitution Request Form with the associated submittal information for the material, product, equipment, or process.
  - a. Fill out the form included in this Section fully and completely.
  - b. The Contractor's Representative shall sign the document.
  - c. Samples: At request of Project Representative.

**PART 2 – PRODUCTS**

**2.01 GENERAL**

- A. All material, products, and equipment incorporated in the completed Work shall be new and acceptable for the use intended except where reuse of materials, products, and equipment is specifically indicated in the Contract Documents.

**PART 3 – EXECUTION**

**3.01 GENERAL**

- A. All material, products and equipment incorporated in the completed Work shall be installed in accordance with the Manufacturer's Instructions unless such instructions are contrary to the requirements of the Contract Documents as determined by the Project Representative.

**SECTION PRODUCT REQUIREMENTS SUBSTITUTION REQUEST FORM**

DATE: \_\_\_\_\_

CONTRACT FOR FACTORIA RECYCLING AND TRANSFER STATION

\_\_\_\_\_ hereby submits for King County's  
(NAME OF CONTRACTOR)  
consideration the following item instead of the specified item for the above project:

SECTION                      PARAGRAPH                      SPECIFIED ITEM

\_\_\_\_\_

PROPOSED SUBSTITUTION: \_\_\_\_\_

\_\_\_\_\_

Provide product data sheets, manufacturers' written installation instructions, drawings, details and similar information to demonstrate the Contractor's proposed substitution is an Approved Equal. Where answers require additional space, provide information on additional attached pages. Fill in blanks below:

State differences between proposed substitution and specified item. Differences include but are not limited to interrelationship with other items; materials and equipment; function; utility; life cycle costs; applied finishes; appearance; and quality.

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

Demonstrate how the proposed substitution is compatible with or modifies other systems, parts, equipment or components of the Project and Work under the Contract.

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

What effect does the proposed substitution have on dimensions indicated on the Drawings and previously reviewed Shop Drawings?

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

What effect does the proposed substitution have on the construction schedule and Contract Time?

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What effect does the proposed substitution have on the Contract Price? This includes all direct, indirect, impact and delay costs.

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Manufacturer's guarantees of the proposed and specified items are:

\_\_\_\_\_ Same \_\_\_\_\_ Different (explain on attachment)

The undersigned state that the function, utility, life cycle costs, applied finishes, appearance and quality of the proposed substitution are equal or superior to those of the specified item.

Submitted by:

For use by Project Representative:

\_\_\_\_\_  
Contractor's Signature

Accepted \_\_\_\_\_ Accepted as Noted \_\_\_\_\_

\_\_\_\_\_  
Firm

Not Accepted \_\_\_\_\_ Received Too Late \_\_\_\_\_

\_\_\_\_\_  
Address

By \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

Remark \_\_\_\_\_

Date \_\_\_\_\_

Telephone \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A/E Representative Remarks on Substitution: \_\_\_\_\_

**END OF SECTION 01 60 00**

**SECTION 01 70 00  
EXECUTION PROCEDURES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section includes the following:

1. Examination.
2. Installation.
3. Construction.
4. Tolerances.
5. Site Restoration.
6. Cleaning.
7. Protection.

**1.02 REFERENCES**

A. Comply with the requirements of Section 01 09 05 – Reference Standards and as listed herein. The following is a list of standards referenced in this Section:

1. Revised Code of Washington (RCW) - Chapter 19.122.

**PART 2 – PRODUCTS – NOT USED**

**PART 3 – EXECUTION**

**3.01 EXAMINATION**

A. The Contractor shall require the subcontractors, suppliers, and installers of each element of the Work to perform a detailed inspection of work conditions prior to its performance of Work.

1. Inspect substrates, quality of work, conditions of the work area, and activities associated with adjacent and concurrent work by others.
2. Review all Contract Documents, RFI responses, Changes to the Work, Shop Drawing reviews.

B. Contractor Responsibilities for Existing Underground Conditions, Utilities, Structures, and Improvements:

1. Certain Available Information and Drawings provided by the Owner indicate existence of underground conditions, obstructions, utilities, structures, and improvements known to the Owner prior to execution of the Contract, which are within the Construction Limits.
  - a. Review the Available Information and Drawings prior to performing Work adjacent, above or otherwise potentially affecting underground conditions, obstructions, utilities, structures, and improvements.

- b. Immediately notify the Owner of conditions which are not as indicated within the Available Information and Drawings.
  2. Coordinate efforts to locate existing underground utilities.
    - a. Follow procedures of Chapter 19.122 RCW.
  3. Examine, mark and record location of existing underground utilities, structures and improvements prior to commencing other Work activities.
  4. Repair or replace any underground utilities, structures or improvements which are damaged or destroyed or rendered unusable by actions caused by or arising from the performance of Work by the Contractor or its subcontractors in accordance with Section 00700 – General Terms and Conditions, Article 4.7 – Correction of Work or Damaged Property.
- C. Contractor Responsibilities for Existing Above-Grade Utilities:
  1. The Contractor shall be responsible to coordinate its work activities around existing above-grade utilities, e.g., meters, light poles, electrical lines, transformers.
  2. In the event the Contractor elects to adjust, move or relocate existing above-grade utilities, the Contractor shall obtain the approval of the Project Representative or owner, and furnish information necessary, fourteen (14) calendar days prior to making such adjustments or relocations.
  3. The Contractor shall be responsible for costs associated with its decision to adjust, move, or relocate existing above-grade utilities.
  4. No additional costs shall be paid by the Owner if the Contractor elects to make such adjustments or relocations, except those noted to be relocated in the Drawings.

### **3.02 INSTALLATION**

- A. General:
  1. Provide all attachments, connection devices, and accessory components necessary for the completion and physical attachment and support of the Work.
  2. Comply with requirements of regulatory agencies and authorities having jurisdiction for bracing, restraints, supports, and attachments.
- B. Install equipment, products, coatings, materials, and finishes in accordance with the Contract Documents and manufacturer's written installation instructions.
  1. In the event there is a conflict or inconsistency between the Contract Documents and manufacturer's written installation instructions, promptly inform the Project Representative of such issue through a Request for Information.
- C. Work Results:
  1. Install components, products, materials, equipment, and other items, and assemblies, only during appropriate weather conditions for that Work.

2. Coordinate installation activities such that these activities do not subject unfinished Work to adverse weather, cold temperatures, or other conditions detrimental to the Work.

### **3.03 CONSTRUCTION**

- A. All construction means and methods, and any specialized techniques, employed or selected by the Contractor in the performance of the Work are the sole responsibility of the Contractor.
- B. The Contractor's work shall be coordinated to correctly interface, fit and come together with adjacent surfaces and utility structures, roadway surfaces, and grades.

### **3.04 TOLERANCES**

- A. Preconstruction Conditions:
  1. Variation from Owner-provided survey elevations as indicated on the Drawings: Plus or minus three (3) IN.
  2. Variation from Owner-provided survey horizontal locations as indicated on the Drawings: Three (3) IN in any direction.
  3. Variations of preconstruction conditions from Owner-provided survey elevations and horizontal locations less than the stated three (3) IN tolerances shall not entitle the Contractor to an adjustment in Contract Price.
- B. Substantial Completion Conditions:
  1. Earthwork and Paving:
    - a. Conform to the grades and contours indicated on the Drawings.
    - b. Deviation from Scheduled Compacted Thickness: Plus or minus one-quarter (1/4) IN.
    - c. Variation from Design Elevation: Plus or minus one (1) IN.
    - d. Variation from Design Horizontal Location: One (1) IN in any direction.
  2. Retaining Walls:
    - a. Deviation from Design Elevation: Plus or minus one (1) IN.
    - b. Variation from Design Horizontal Location: One (1) IN in any direction.
    - c. Variation in Plumb: One-half (1/2) of one (1) percent.
  3. Buildings and Building Elements:
    - a. Deviation from Design Elevation: Plus or minus one-half (1/2) IN.
    - b. Variation from Design Horizontal Location: One-half (1/2) IN in any direction.
    - c. Variation in Plumb: Two-tenths (2/10) of one (1) percent.
  4. Anchor Bolts, Base Plates and Concrete Embeds:
    - a. Deviation from Design Elevation: Plus or minus one-half (1/2) IN.

- b. Variation from Design Horizontal Location: One-sixteenth (1/16) IN in any direction.
- 5. Utility Systems:
  - a. Deviation from Design Elevation: Plus or minus one-half (1/2) IN.
  - b. Deviation from Design Horizontal Position: Plus or minus one (1) IN.
  - c. Deviation from Design Pipe Slope (gravity lines only): Plus one-half (1/2) or minus zero (0) IN/FT.
- 6. Review other Sections for additional tolerance information. More stringent tolerances in other Sections or required by Manufacturers of products and equipment being supplied on the project shall supersede the tolerances above.

### **3.05 SITE RESTORATION**

- A. All areas, items, utilities or structures damaged or destroyed by the Contractor or its subcontractors and suppliers during the construction of this Project, whether inside or outside of the Construction Limits, shall be restored by the Contractor to the satisfaction of the Project Representative, and in accordance with the requirements of this Section, prior to the Certificate of Substantial Completion for Milestone 3.

### **3.06 CLEANING**

- A. Maintain the Project Site in a neat and orderly condition, removing empty containers, rags and rubbish daily.
- B. Cleaning of Vehicles:
  - 1. Before leaving the Project Site, all vehicles and equipment shall be free of dust, mud, rocks, debris, and soils.
- C. Street Cleaning:
  - 1. All Project Site roadways used by Contractor's trucks or any other equipment hauling material to and from the area shall be kept clean by the Contractor and shall be continuously serviced by the Contractor's use of broomed vacuum sweeper trucks to control dust and mud.
    - a. Contractor shall comply with all permit requirements to keep public roadways clean of dust, dirt, and debris. Any associated costs shall be paid at no additional cost to the Owner.
  - 2. Damage to roadway surfaces from the direct or indirect result of the Contractor's operation shall be repaired by the Contractor to the satisfaction of the responsible agency and the Project Representative at no additional cost to the Owner.
  - 3. Do not allow sediment laden or contaminated surface water to enter stormwater systems.
- D. Remove rocks, dirt, debris, trash, shavings, filings, and surface dust from limited access spaces, equipment vaults, manholes and similar spaces.

E. Clean Project Site, Yard and Grounds:

1. Clean landscaped areas, and undeveloped areas of the property, regardless of whether these were within the Construction Limits.
2. Sweep paved surfaces to a broom-clean condition.
3. Remove stains, petrochemical spills, and other foreign deposits.

**3.07 PROTECTION**

A. Temporary Protective Coverings:

1. Temporary protective coverings shall include sheet plastic, tarpaulins, sand bags, geotextiles, matting, and accessories as identified in the Contract Documents.
2. Apply temporary protective coverings when, where, and to the degree required by the Contract Documents to ensure continuous protection from damage, deterioration, and prohibited exposures until Substantial Completion of the Milestone related to the protected work is achieved.
3. Apply temporary protective coverings appropriate to the installation.
4. Removal:
  - a. Remove temporary protection devices and facilities when requested by the Project Representative.
  - b. Do not remove protection when subsequent work activities including corrective work could damage surfaces.

B. Limitation of Exposures:

1. Supervise and coordinate construction activities to ensure no part of the construction completed, or in progress, is subject to deleterious exposure during the construction period.
2. Protect against the following exposures:
  - a. Excessive loading, including static and dynamic forces.
  - b. Excessive pressures.
  - c. Excessive high and low temperatures.
  - d. Ice contamination of materials and products.
  - e. Air contamination, pollution, solvents, chemicals, including release of volatile organic compounds inside Owner's buildings in concentrations greater than necessary in accordance with the Contract Documents.
  - f. Construction traffic.
  - g. Soiling, staining.
  - h. Mold, mildew, bacteria, and other organic processes.
  - i. Excessive electrical current or load.
  - j. Inadequate separation and/or isolation between dissimilar materials.

- k. Improper shipping, handling, packing.
- l. Unprotected, improper, insufficient storage.

**END OF SECTION 01 70 00**

**SECTION 01 73 00  
OPERATION AND MAINTENANCE MANUALS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes preparation of Operation and Maintenance (O&M) Manuals.

**1.02 SCHEDULE**

- A. Submit initial draft of the O&M Manual for the portion of the project covered by Milestone 2 no later than ninety (90) days prior to the request for issuance of the Substantial Completion certificate for Milestone 2 Work.
1. Submit final draft of the O&M Manual for the portion of the project covered by Milestone 2 no later than thirty (30) days prior to the request for issuance of the Substantial Completion certificate for Milestone 2 Work.
- B. Submit initial draft of the supplemental portion of the O&M Manual for the portion of the project covered by Milestone 3 no later than ninety (90) days prior to the request for issuance of the Substantial Completion certificate for Milestone 3 Work.
1. Submit final draft of the supplemental portion of the O&M Manual for the portion of the project covered by Milestone 3 no later than thirty (30) days prior to the request for issuance of the Substantial Completion certificate for Milestone 3 Work.
- C. Submit the final O&M Manual, which incorporates the final draft of the manual elements covering Milestone 2 and Milestone 3 Work, no later than thirty (30) days following issuance of the Substantial Completion certificate for Milestone 3 Work.

**1.03 OPERATION AND MAINTENANCE MANUALS**

- A. Coordinate, assemble, and submit four final sets of O&M Manuals that include O&M information for each product, material, system and piece of equipment or equipment assembly specified in the Contract Documents as noted below:

<b>Item</b>	<b>Description</b>	<b>Specification Section</b>
1	Roof Anchor Posts	07 22 70
2	Metal Wall Panels	07 42 14
3	Fully Adhered TPO Roofing	07 54 25
4	Metal Roofing	07 61 13
5	Roof Hatches	07 72 33
6	Smoke, Heat and Explosion Relief Vents	07 72 36
7	Expansion Joint Covers	07 95 13
8	Access Panels and Doors	08 31 16
9	Steel Rolling Overhead Doors	08 33 23
10	Rolling Steel Hangar Doors	08 34 20
11	Skylight	08 62 00
12	Louvers and Vents	08 90 00

<b>Item</b>	<b>Description</b>	<b>Specification Section</b>
13	Ceramic Tile (CT)	09 30 13
14	Vinyl Composition Tile Flooring and Resilient Base	09 65 00
15	Fiberglass Reinforced Plastic (FRP) Panels	09 77 61
16	Markerboards and Tackboards	10 11 00
17	Toilet and Bath Accessories	10 28 13
18	Fire Extinguisher and Cabinets	10 44 33
19	Metal Lockers and Locker Benches	10 51 13
20	Flagpoles	10 75 00
21	Miscellaneous Specialties	10 80 00
22	Municipal Solid Waste Compactor	11 40 00
23	Residential Appliances	11 45 10
24	Fire-suppression Sprinkler Systems	21 13 00
25	Fire Pump	21 30 00
26	Plumbing Fixtures and Equipment	22 20 00
27	Dust and Odor Suppression	22 30 00
28	Instrumentation and Control for HVAC Systems	23 09 00
29	Hydronic Specialties	23 21 00
30	HVAC: Ductwork	23 31 00
31	Refrigerant Piping System	23 74 36
32	HVAC: Equipment	23 80 00
33	Radiant Heaters	23 83 00
34	Electrical: Basic Requirements	26 05 00
35	Electrical Metering Devices	26 09 13
36	Control Equipment Accessories	26 09 16
37	Low Voltage Lighting Control System	26 09 43
38	Dry-type Transformers	26 22 13
39	Switchboards	26 24 13
40	Panelboards	26 24 16
41	Motor Control Equipment	26 24 19
42	Package Power Supply	26 26 13
43	Overcurrent and Short Circuit Protective Devices	26 28 00
44	Safety Switches	26 28 16
45	Separately Mounted Circuit Breakers	26 28 17
46	Engine Generator: Diesel	26 32 14
47	Transfer Switches	26 36 00
48	Lightning Protection System	26 41 13
49	Low Voltage Surge Protection Devices (SPD)	26 43 13
50	Passive Telecommunication System	27 05 00
51	Central Emergency Lighting Inverter	27 52 13
52	Intrusion Detection	28 16 00
53	Fire Detection and Alarm	28 31 00
54	Hazardous Gas Detection and Alarm	28 31 50
55	Electronic Detection, Alarm and Access Control	28 34 00
56	Stone Revetment (Rip Rap)	31 37 00

<b>Item</b>	<b>Description</b>	<b>Specification Section</b>
57	Chain Link Fence and Automated Gates	32 31 13
58	Landscaping	32 90 00
59	Water Main Construction	33 11 13
60	Fire Hydrant	33 12 19
61	Storm Drainage Utilities	33 40 00
62	Prefabricated Trench Drain System	33 44 16
63	Diesel Fuel Dispensing System	33 52 19
64	Underground Storage Tanks	33 56 16
65	Equipment: Basic Requirements	40 05 05
66	Pipe and Pipe Fittings: Basic Requirements	40 05 13
67	Pipe Support Systems	40 05 16
68	Valves: Basic Requirements	40 05 23
69	Pipe: Steel	40 20 13
70	Pipe: Ductile	40 20 16
71	Pipe: Copper	40 20 19
72	Pipe: Plastic	40 20 23
73	Pipe: Cast-Iron Soil	40 20 36
74	Pipe: Polyvinyl Chloride (PVC) Chemical Waste	40 20 43
75	Heat Tracing Cable	40 41 13
76	Gate Valves	40 50 05
77	Plug Valves	40 50 10
78	Butterfly Valves	40 50 15
79	Ball Valves	40 50 20
80	Globe Valves	40 50 25
81	Check Valves	40 50 30
82	Miscellaneous Valves	40 50 35
83	Compressed Air System	40 65 21
84	Supervisory Control and Data Acquisition System	40 90 10

Include any additional listed equipment in the Specifications.

- B. The O&M Manual shall be submitted in two phases (Milestone 2 Work and Milestone 3), but will be assembled as a single combined manual.
- C. All manufacturers' literature in each manual shall be original, not copies.
- D. Manuals shall be bound in a series of D-ring binders with durable plastic covers.
  - 1. The front cover shall be imprinted with the title of the Project (Factoria Recycling and Transfer Station), the name of the Owner (King County Department of Natural Resources and Parks – Solid Waste Division), and the name of the Contractor.
  - 2. The back edge (spine) shall be imprinted with the title of the Project (Factoria Recycling and Transfer Station), Owner (King County Solid Waste Division), and the year of completion of the Project.

3. Manuals shall be 8 1/2 by 11 IN in size except for oversize Drawings, which shall be bound in fold-out fashion or folded and placed inside a bound-in envelope or sheet protector.
  4. Multiple, thinner binders are preferred to extra large and bulky binders where subdivisions of the contents permit.
  5. Manual volumes shall not exceed 3 IN in thickness.
  6. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
  7. Equipment operating instructions and test reports shall be bound in front of maintenance instructions and other materials.
- E. Each O&M manual shall include the following:
1. A title indicating its contents permanently labeled on the outside of the binder.
  2. A cover sheet identifying equipment with the process or assembly in which it is used according to (1) location, (2) Specification Section number and title, and (3) Contract Document Drawing number.
  3. Table of Contents for each volume, with material, equipment, or system description identified, typed on white paper. Each volume shall have a complete table of contents showing the volume divisions and other information.
  4. Instructions and data prepared by the manufacturer, including the following as applicable:
    - a. Equipment operating instructions including startup and shutdown procedures, safety precautions, and instructions on specific controls.
    - b. Electrical test reports, including electrical system and motor test reports.
    - c. A complete set of applicable reviewed approval submittals.
      - 1) A complete set of applicable reviewed product data clearly identifying the system, assembly, material or product using the names or terminology for the system, assembly, material or product in the Contract Documents.
    - d. Assembly Drawings.
    - e. Complete parts lists.
    - f. Bill of materials.
    - g. Wiring diagrams.
    - h. Maintenance and repair instructions to cover any routine operation required to ensure satisfactory performance and longevity of the product, material or equipment, such as lubrication instructions and lists of lubricants, cleaning, adjustment, replacement of parts, etc.
    - i. Maintenance summary forms.

- j. Copy of manufacturer's warranty.
- 5. Divide manuals into the following sections:
  - a. Part 1: Directory, listing names, addresses, and telephone numbers of A/E Representative, Contractor, subcontractors, and major equipment suppliers.
  - b. Part 2: Operation and maintenance instructions arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:
    - 1) Significant design criteria.
    - 2) List of equipment.
    - 3) Parts list for each component.
    - 4) Operating instructions.
    - 5) Maintenance instructions for equipment and systems.
    - 6) Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
    - 7) Summary listing of warranty dates.
  - c. Part 3: Project documents and certificates, including the following:
    - 1) Shop Drawings and product data.
    - 2) Certificates.
    - 3) Photocopies of warranties.
- F. Three unbound copies of each volume shall be submitted for approval. After review by the Project Representative, revise content as required by Project Representative's comments and submit the number specified.
- G. Four bound copies of the final approved O&M Manual will be submitted. All copies of the final O&M Manual shall be submitted to the Project Representative before final payment will be made.

**PART 2 – PRODUCTS – NOT USED**

**PART 3 – EXECUTION – NOT USED**

**END OF SECTION 01 73 00**



**SECTION 01 73 20  
OPENINGS AND PENETRATIONS IN CONSTRUCTION**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section Includes:
  - 1. Methods of installing and sealing openings and penetrations in construction.
  
- B. Related Specification Sections include but are not necessarily limited to:
  - 1. Section 05 50 00 – Metal Fabrications.
  - 2. Section 07 62 00 - Flashing and Sheet Metal.
  - 3. Section 07 84 00 - Firestopping.
  - 4. Section 07 92 00 - Joint Sealants.
  - 5. Section 09 91 00 - Painting and Protective Coatings.

**1.02 QUALITY ASSURANCE**

- A. Referenced Standards:
  - 1. American Concrete Institute (ACI):
    - a. 318, Building Code Requirements for Structural Concrete.
  - 2. ASTM International (ASTM):
    - a. A36, Standard Specification for Carbon Structural Steel.
    - b. A53, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
  - 3. National Fire Protection Association (NFPA):
    - a. 70, National Electrical Code (NEC):
      - 1) Article 501, Class 1 Locations.
    - b. 90A, Standard for Installation of Air Conditioning and Ventilating Systems.
  - 4. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA).
  
- B. Assure all firestopping materials are in full compliance with Specification Section 07 84 00.
  
- C. Obtain prior approval from Project Representative when any opening larger than 100 SQ IN must be made in existing or newly completed construction.

**1.03 DEFINITIONS**

- A. Hazardous Areas: Areas shown in the Contract Documents as having Class I or Class II area classifications.

B. Washdown Areas: Areas having floor drains or hose bibs.

#### **1.04 SUBMITTALS**

A. Submittal Procedures: See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.

B. LEED® Documentation Submittals: Materials Tracking Form.

C. Approval Submittals:

1. For each structure provide dimensioned or scaled (minimum 1/8 IN = 1 FT) plan view Shop Drawings containing the following information:
  - a. Vertical and horizontal location of all required openings and penetrations.
  - b. Size of all openings and penetrations.
  - c. Opening type.
  - d. Seal type.
2. Manufacturer's installation instructions for standard manufactured products.

#### **1.05 SITE CONDITIONS**

A. Refer to Geotechnical Reports included as Available Information for water table levels used for this Project.

### **PART 2 – PRODUCTS**

#### **2.01 MATERIALS**

A. Pipe Sleeves: Steel, ASTM A53, Schedule 40, black.

B. Pipe Sleeves Penetrating into Corrosive Areas: Stainless steel, 1/4 IN minimum thickness.

C. Backing Rod and Sealant: See Specification Section 07 92 00.

D. Modular Mechanical Seals:

1. Acceptable manufacturers:
  - a. Link-Seal.
  - b. Or Approved Equal.
2. 316 stainless steel bolts, nuts and washers.

E. Firestopping Material: See Specification Section 07 84 00.

F. Sheet Metal Sleeves: Steel, ASTM A36, 12 GA.

G. Commercial Wall Castings:

1. For unclassified areas both sides of penetration:
  - a. Ductile iron, class equal to connecting piping system.

2. For wet/corrosive areas either side of penetration:
  - a. Stainless steel, 304L.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION AND APPLICATION**

- A. Perform HVAC penetrations in accordance with NFPA 90A.
- B. Perform electrical penetrations in accordance with NFPA 70, Article 501.
- C. Install sleeves and castings in accordance with ACI 318, Chapter 6.
- D. Hot dip galvanize in accordance with Specification Section 05 50 00 (or paint in accordance with Specification Section 09 91 00) all steel sleeves installed.
- E. When mechanical or electrical work cannot be installed as structure is being erected, provide and arrange for building-in of boxes, sleeves, insets, fixtures or devices necessary to permit installation later.
  1. Lay out chases, holes or other openings which must be provided in masonry, concrete or other work.
- F. Where pipes, conduits or ducts pass through floors in washdown areas, install sleeves with top 3 IN above finish floors.
  1. In non-washdown areas, install sleeves with ends flush with finished surfaces.
- G. Size sleeves, blockouts and cutouts which will receive sealant seal such that free area to receive sealant is minimized and seal integrity may be obtained.
- H. For insulated piping and ducts, size sleeves, blockouts and cutouts large enough to accommodate full thickness of insulation.
- I. Do not cut into or core drill any beams, joists, or columns.
- J. Do not install sleeves in beams, joists, or columns.
- K. Do not install recesses in beams, joists, columns, or slabs.
- L. Field Cutting and Coring:
  1. Saw or core drill with non-impact type equipment.
  2. Mark opening and drill small 3/4 IN or less holes through structure following opening outline.
  3. Sawcut opening outline on both surfaces.
    - a. Knock out within sawcuts using impact type equipment.
    - b. Do not chip or spall face of surface to remain intact.
    - c. Do not allow any overcut with saw kerf.
- M. Precast-Prestressed Concrete Construction:
  1. Do not cut openings or core drill vertically or horizontally through stems of members.

2. Do not locate or install sleeves or recess sleeves vertically or horizontally through or in stems of members.
  3. Cast openings and sleeves into flanges of units.
  4. Cast openings larger than 6 IN in diameter or 6 IN maximum dimension in units at time of manufacture.
  5. Cast openings smaller than 6 IN in diameter or 6 IN maximum dimensions in flanges of units at time of manufacture or field cut.
- N. Where alterations are necessary or where new and old work join, restore adjacent surfaces to their condition existing prior to start of work.
- O. Provide waterstop plate/anchor flange for piping, ducts, castings and sleeves cast-in-place in concrete.
1. For fabricated units, weld plate to sleeve, pipe, or ductwork.
  2. For commercial castings, cast water stop/anchor with wall pipe.
  3. Plate is to be same thickness as sleeve, pipe, casting or ductwork.
  4. For fabricated units, diameter of plate or flange to be 4 IN larger than outside diameter of sleeve, pipe or ductwork.
  5. For commercial castings, waterstop/anchor size to be manufacturer standard.
  6. Provide continuous around entire circumference of sleeve, pipe, or ductwork.
- P. Where area is blocked out to receive sheet metal sleeve at later date:
1. If blockout size is sufficient to allow placement, utilize dowels for interface of initially placed concrete and sleeve encasement concrete which is placed later.
    - a. Size blockout based on sleeve size required plus 4 to 6 IN each side of sleeve for concrete encasement.
    - b. Provide #4 dowels at 12 IN spacing along each side of blockout with minimum of two (2) dowels required per side.
  2. If blockout size is not sufficient to allow placement of dowels, provide keyway along all sides of blockout.
    - a. Size blockout based on sleeve size required plus 2 to 4 IN each side of sleeve for concrete encasement.
- Q. For interior wall applications where backer rod and sealant are specified, provide backer rod and sealant at each side of wall.
- R. Refer to Drawings for location of fire-rated walls, floors, and ceilings.
1. Utilize firestopping materials and procedures specified in Specification Section 07 84 00 – Firestopping in conjunction with scheduled opening type to produce the required fire rating.
- S. Use full depth expanding foam sealant for seal applications where single or multiple pipes, conduits, etc., pass through a single sleeve.

- T. Do not make duct or conduit penetrations below high water levels when entering or leaving tankage, wet wells, or other water holding structures.
- U. Modular Mechanical Seals:
  - 1. Utilize one (1) seal for concrete thickness less than 8 IN and two (2) seals for concrete, 8 IN thick or greater.
  - 2. Utilize two (2) seals for piping 16 IN DIA and larger if concrete thickness permits.
  - 3. Install seals such that bolt heads are located on the most accessible side of the penetration.
- V. Backer Rod and Sealant:
  - 1. Install in accordance with Specification Section 07 92 00 – Joint Sealants.
  - 2. Provide backer rod and sealant for modular mechanical seal applications.
    - a. Apply on top side of slab penetrations and on interior, dry side wall penetrations.

### 3.02 SCHEDULES

- A. General Schedule of Penetrations through Floors, Roofs, Foundation Base Slabs, Foundation Walls, Foundation Footings, Partitions and Walls for Ductwork, Piping, and Conduit:
  - 1. Provide the following opening and penetration types:
    - a. Type A - Block out-inches larger than outside dimensions of duct, pipe, or conduits.
    - b. Type B - Saw cut or line-drill opening. Place new concrete with integrally cast sheet metal or pipe sleeve.
    - c. Type C - Fabricated sheet metal sleeve or pipe sleeve cast-in-place. Provide pipe sleeve with water ring for wet and/or washdown areas.
    - d. Type D - Commercial type casting or fabrication.
    - e. Type E - Saw cut or line-drill opening. Place new concrete with integrally cast pipe, duct or conduit spools.
    - f. Type F - Integrally cast pipe, duct or conduit.
    - g. Type G - Saw cut or line-drill and remove area 1 IN larger than outside dimensions of duct, pipe or conduit.
    - h. Type H - Core drill.
    - i. Type I - Block out area. At later date, place new concrete with integrally cast sheet metal or pipe sleeve.
  - 2. Provide seals of material and method described as follows.
    - a. Category 1 - Modular Mechanical Seal.
    - b. Category 2 - Roof curb and flashing according to SMACNA specifications unless otherwise noted on Drawings. Refer to Specification Section 07 62 00 – Flashing and Sheet Metal and roofing Specification Sections for additional requirements.

- c. Category 3 - 12 gage sheet metal drip sleeve set in bed of silicon sealant with backing rod and sealant used in sleeve annulus.
  - d. Category 4 - Backer rod and sealant.
  - e. Category 5 - Full depth compressible sealant with escutcheons on both sides of opening.
  - f. Category 6 - Full depth compressible sealant and flanges on both sides of opening. Flanges constructed of same material as duct, fastened to duct and minimum 1/2 IN larger than opening.
  - g. Category 7 - Full depth compressible sealant and finish sealant or full depth expanding foam sealant depending on application.
- 3. Furnish openings and sealing materials through new floors, roofs, partitions and walls in accordance with Schedule A, Openings and Penetrations for New Construction.
  - 4. Furnish openings and sealing materials through existing floors, roofs, partitions and walls in accordance with Schedule B, Openings and Penetrations for Existing Construction.

**SCHEDULE A. OPENINGS AND PENETRATIONS SCHEDULE  
FOR NEW CONSTRUCTION**

APPLICATIONS	DUCTS		PIPING		CONDUIT	
	OPENING TYPE	SEAL CATEGORY	OPENING TYPE	SEAL CATEGORY	OPENING TYPE	SEAL CATEGORY
Through floors with bottom side a hazardous location	C F I	7 Not Req 7	D F I <sup>(1)</sup>	Not Req Not Req 7	C F	7 Not Req
Through floors on grade above water table	C F I	4 Not Req 4	C F I <sup>(1)</sup>	7 Not Req 7	C F I <sup>(1)</sup>	4 Not Req 7
Through slab on grade below water table	F	Not Req	F	Not Req	F	7
Through floors in washdown areas	C I	4 4	C H <sup>(2)</sup> I <sup>(1)</sup>	4 3 4	F H <sup>(2)</sup> I <sup>(1)</sup>	Not Req 3 7
Through walls where one side is a hazardous area	C F I	7 Not Req 7	D F I <sup>(1)</sup>	Not Req Not Req 7	C F	7 Not Req
Through exterior wall below grade above water table	C F I	7 Not Req 7	C D F I <sup>(1)</sup>	1 Not Req Not Req 1	F I <sup>(1)</sup>	Not Req 7
Through wall from tankage or wet well (above high water level) to dry well or dry area	C F I	7 Not Req 7	C D F H <sup>(2)</sup>	1 Not Req Not Req 1	C F H <sup>(2)</sup> I <sup>(1)</sup>	7 Not Req 7 7
Through wall from tankage or wet well (below high water level) to dry well or dry area	F	Not Req	F	Not Req	F	Not Req
Through exterior wall above grade	A B C	6 6 6	A B D H <sup>(2)</sup>	5 5 Not Req 5	C H <sup>(2)</sup>	5 4
Roof penetrations	A	2	A	2	A	2
Through interior walls and slabs not covered by the above applications	A C	4 4	A C	4 4	A C F	4 4 Not Req

**SCHEDULE B. OPENINGS AND PENETRATIONS SCHEDULE  
FOR EXISTING CONSTRUCTION**

APPLICATIONS	DUCTS		PIPING		CONDUIT	
	OPENING TYPE	SEAL CATEGORY	OPENING TYPE	SEAL CATEGORY	OPENING TYPE	SEAL CATEGORY
Through floors with bottom side a hazardous location	B E	7 Not Req	B <sup>(1)</sup> E <sup>(3)</sup> H <sup>(2)</sup>	7 Not Req 7	B <sup>(1)</sup> E <sup>(3)</sup> H <sup>(2)</sup>	7 Not Req 7
Through floors on grade above water table	B	7	B	7	B	7
Through slab on grade below water table	E	Not Req	E	Not Req	E	Not Req
Through floors in washdown areas	G	3	G H <sup>(2)</sup>	3 3	G H <sup>(2)</sup>	3 3
Through walls where one side is a hazardous area	B E	7 Not Req	B <sup>(1)</sup> B <sup>(3)</sup> E H <sup>(2)</sup>	7 1 Not Req 7	B <sup>(1)(3)</sup> E H <sup>(2)</sup>	7 Not Req 7
Through exterior wall below grade above water table	B	7	B <sup>(1)</sup> B <sup>(3)</sup> H <sup>(2)</sup>	7 1 7	B <sup>(1)(3)</sup> H <sup>(2)</sup>	7 7
Through wall from tankage or wet well (above high water level) to dry well or dry area	B E	7 Not Req	B E H <sup>(2)</sup>	1 Not Req 1	B <sup>(1)(3)</sup> E H <sup>(2)</sup>	7 Not Req 7
Through wall from tankage or wet well (below high water level) to dry well or dry area	E	Not Req	E	Not Req	E	Not Req
Through exterior wall above grade	G	6	G <sup>(1)(3)</sup> H <sup>(2)</sup>	5 5	G <sup>(1)(3)</sup> H <sup>(2)</sup>	5 7
Roof penetrations	G	2	G <sup>(1)(3)</sup> H <sup>(2)</sup>	2	G	2
Through interior walls and slabs not covered by the above applications	G	4	G <sup>(1)(3)</sup> H <sup>(2)</sup>	4 4	G <sup>(1)(3)</sup> H <sup>(2)</sup>	4 4

- (1) Multiple piping 3 IN and smaller or multiple conduits.  
(2) Single pipe 3 IN and smaller or single conduit.  
(3) Single pipe or conduit larger than 3 IN.

**END OF SECTION**

**SECTION 01 73 29  
CUTTING AND PATCHING**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section Includes: Cutting and patching of existing construction where shown on Drawings, or as required to accommodate new work shown or specified.
- B. Related Specification Sections include but are not necessarily limited to:
  - 1. Section 03 31 32 - Concrete Finishing and Repair of Surface Defects.
  - 2. Section 09 91 00 - Painting and Protective Coatings.

**1.02 SUBMITTALS**

- A. Submittal Procedures:
  - 1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
  - 2. LEED® Documentation Submittals:
    - a. Materials Tracking Form for IEQ Credit 4.2.
  - 3. Approval Submittals:
    - a. Manufacturer and type of nonshrink grout.
    - b. Manufacturer and type of epoxy bonding adhesive.

**1.03 DELIVERY, STORAGE, AND HANDLING**

- A. General:
  - 1. Salvage items, designated for Owner's salvage, as a functional unit.
  - 2. Clean, list and tag for storage.
  - 3. Protect from damage and deliver to location designated.
  - 4. Salvage each item with auxiliary or associated equipment required for operation.

**1.04 PROJECT CONDITIONS**

- A. Perform preliminary investigations as required to ascertain extent of work.

**1.05 SEQUENCING AND SCHEDULING**

- A. Coordinate and reschedule work as required to preclude interference with other operations.

## **PART 2 – PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURERS**

- A. Subject to compliance with the Contract Documents, the following products and manufacturers are acceptable:
  - 1. Nonshrink grout:
    - a. Supreme Grout by Gifford Hill.
    - b. Masterflow 713 Plus by BASF Building Systems.
    - c. Sika Grout 212 by Sika.
    - d. Or approved equal.
  - 2. Epoxy bonding adhesive:
    - a. Euco No.452 MV by Euclid Chemical Co.
    - b. Sikadur 32, Hi-Mod by Sika Corporation.
    - c. Or approved equal.
- B. Submit request for substitution in accordance with Specification Section 01 60 00.

### **2.02 MATERIALS**

- A. Temporary Partitions:
  - 1. Plywood: 1/2 IN minimum for interior or exterior use.
  - 2. Paneling: 1/4 IN minimum for interior use.
- B. Nonshrink Grout:
  - 1. Nonmetallic, noncorrosive and nonstaining.
  - 2. Premixed with only water to be added in accordance with manufacturer's instructions at jobsite.
  - 3. Grout to produce a positive but controlled expansion.
    - a. Mass expansion not to be created by gas liberation or by other means.
  - 4. Minimum compressive strength at 28 days to be 6,500 psi.
  - 5. Coat exposed edges of grout with a cure/seal compound recommended by grout manufacturer.
- C. Epoxy Bonding Adhesive: Two component, moisture insensitive adhesive manufactured for the purpose of bonding fresh concrete to hardened concrete.

## **PART 3 – EXECUTION**

### **3.01 PREPARATION**

- A. Provide temporary partitions as required in public areas.
  - 1. Construct partitions of braced plywood in exterior areas.
  - 2. Adequately braced paneling may be used in interior areas.
- B. Provide covered passageways where necessary to ensure safe passage of persons in or near areas of work.
- C. Provide substantial barricades and safety lights as required.
- D. Provide temporary dustproof partitions where indicated or necessary.
  - 1. Prevent infiltration of dust into occupied areas.
- E. Provide temporary weather protection as necessary.

### **3.02 INSTALLATION**

- A. Cutting and Removal:
  - 1. Remove existing work indicated to be removed, or as necessary for installation of new work.
  - 2. Neatly cut and remove materials, and prepare all openings to receive new work.
  - 3. Remove masonry or concrete in small sections.
- B. Modification of Existing Concrete:
  - 1. Where indicated, remove existing concrete and finish remaining surfaces as specified in Specification Section 03 31 32.
    - a. Protect remaining concrete from damage.
    - b. Make openings by sawing through the existing concrete.
    - c. Concrete may be broken out after initial saw cuts in the event concrete thickness prevents cutting through.
    - d. Where sawing is not possible, make openings by drilling holes around perimeter of opening and then chipping out the concrete.
      - 1) Holes shall be sufficient in number to prevent damage to remaining concrete.
  - 2. Oversize required openings in existing concrete 1-inch on all sides and build back to required opening size by means of nonshrink grout epoxy bonded to the existing concrete.
  - 3. Where oversized openings cannot be made, remove the concrete to the required opening size and cut back exposed reinforcing 1 IN from face of concrete and fill resulting holes with nonshrink grout.
- C. Removal of Existing Anchor Bolts or Other Protruding Elements:
  - 1. Removal within a distance of 8 FT above finished floor or operating level elevation.

2. Removed to a depth of 1/2 IN from finished surface.
  3. Fill void with nonshrink grout.
- D. Matching and Patching:
1. Walls, ceilings, floors or partitions:
    - a. Repair abutting walls, ceilings, floors or partitions disturbed by removal.
    - b. Match and patch existing construction disturbed during installation of new work.
  2. Methods and materials:
    - a. Similar in appearance, and equal in quality to adjacent areas for areas or surfaces being repaired.
    - b. Subject to review of Project Representative.
- E. Salvaged Items:
1. Thoroughly dry and clean all metal surfaces.
  2. Prime all bare metal in accordance with Specification Section 09 91 00.
  3. Clean and lubricate motors and other moving parts.
  4. Brace motors attached to flexible mountings until reinstallation.
  5. Dispose of items or materials not designated for Owner's salvage or reuse.
    - a. Promptly remove from site.
  6. Do not store or sell Contractor salvaged items or materials on site.
- F. Clean Up: Transport debris and legally dispose of off site.

**END OF SECTION 01 73 29**

**SECTION 01 74 10  
CONSTRUCTION WASTE MANAGEMENT**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes the following:
  - 1. Requirements for Waste Management Plan.
  - 2. Waste reduction measures including reuse, salvage, and recycling of construction debris, wastes, and trees.
  - 3. Construction Waste Management Report tracking requirements.
- B. Related Sections:
  - 1. Section 02 41 00 – Demolition.

**1.02 REFERENCES**

- A. Comply with the requirements of Section 01 09 05 – Reference Standards and as listed herein. The following is a list of standards referenced in this Section:
  - 1. King County Solid Waste Division:
    - a. Construction, Demolition, and Land clearing (CDL) Program.
    - b. Contractor's Guide to Handling Waste.

**1.03 DEFINITIONS AND ACRONYMS**

- A. CDL: Construction, demolition and land clearing.
- B. CWM: Construction waste materials.
- C. Hazardous Materials: In accordance with Section 01 35 00 – Health and Safety.
- D. Recovery and Recycling Manager: The Contractor's designated onsite personnel responsible for instructing workers, and subcontractors in the correct, and appropriate implementation of the required Waste Management Plan.
- E. Separation Area: A specific area, whether covered, or uncovered, set aside for separation of materials to aid in the implementation of the required Waste Management Plan.
- F. Waste Stream: Identifiable materials that can be separated from the waste materials normally leaving the site, and that would be directed to a solid waste landfill if not properly separated, handled, processed, transported, and disposed of in an appropriate manner. Examples of waste stream materials that are handled by construction materials recyclers in the immediate area of the Project include:
  - 1. Asphalt (see limitation below).
  - 2. Cardboard.
  - 3. Clean dimensional wood.

4. Concrete (see limitation below).
5. Concrete masonry units (CMU).
6. Metals.
7. Gypsum.
8. Film plastics.
9. "Ecology Blocks."
10. Trees.

#### **1.04 REQUIREMENTS**

- A. Develop and implement a Construction Waste Management Plan which includes the following Best Management Practices:
  1. Reuse, salvage, or recycle waste materials to divert a minimum of 75 percent of total construction waste from landfill, and redirect recyclable material back to manufacturing process.
  2. LEED® Coordination Manager: Designate an onsite party (or parties) responsible for instructing workers and overseeing and documenting results of the Construction Waste Management Plan for the Project.
    - a. Provide onsite instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project. Conduct meetings, post signage, draft subcontractor agreements to communicate the goals of the waste reduction plan.
    - b. Maintain current waste management records and perform calculations for the Project.
  3. List of Recyclable/Salvageable Materials: Identify and include a list of potential materials for recycling and salvage, approximate volumes, waste hauler, and end product for the materials.
    - a. Primary Recycling Target Materials: The following categories shall be diverted from landfill to a recycling facility:
      - 1) Land-clearing debris, excluding soil.
      - 2) Clean dimensional wood, pallet wood, plywood, oriented strand board, and particleboard.
      - 3) Brick and masonry.
      - 4) Ferrous and non-ferrous metals.
      - 5) Gypsum products, acoustical ceiling tile.
      - 6) Cardboard, paper (including blueprints), paper-based packaging.
    - b. Secondary Recycling Target Materials: The following categories shall be considered for diversion from landfill to a recycling facility:
      - 1) Paint.
      - 2) Glass (bottles and plate) porcelain.

- 3) Plastics, plastic film, fiberglass (solid).
  - 4) Carpet and pad: 100 percent Reclamation.
  - 5) Non-asbestos roofing.
  - 6) Mechanical and electrical equipment.
  - 7) Batteries.
  - 8) Doors, windows frames, relites, hardware, millwork.
- c. Salvage Target Materials: Salvage materials for reuse per Section 02 41 00 – Demolition.
4. Materials Handling Procedures: Protect materials to be recycled from contamination. Handle, store, and transport materials in a manner that meets the requirements of the designated facilities for acceptance.
- a. Remove and relocate reusable materials to be reinstalled or retained in a manner to prevent damage or contamination.
  - b. Conduct construction and demolition in such a manner to minimize damage to trees, plants and natural landscape environment.
5. Recycling and waste bin areas: Provide the necessary containers and bins, to facilitate the waste management program. Arrange for adequate collection, and transportation to deliver the recovered materials to the approved recycling center or processing facility.
- a. Separate construction waste at the project site by one of the following methods:
    - 1) Source Separated Method: Waste products and materials, that are recyclable, are separated from trash and sorted into appropriately marked separate containers and then transported to the respective recycling facility for further processing. Trash is transported off site for legal disposal.
    - 2) Comingled Method: Selected waste materials are placed into a single container and then transported to a recycling facility where the recyclable materials are sorted and processed and the remaining trash and waste materials are handled separately.
    - 3) Hazardous Wastes: Separate, store, and dispose of hazardous waste in accordance with the regulations governing the Project, and Section 02 31 40 – Removal of Hazardous Materials and Dangerous Waste.
    - 4) Other methods proposed by the Contractor and approved by the Project Representative.
  - b. Keep recycling and waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
  - c. As part of regular clean-up schedule visual inspections of dumpsters and recycling bins to identify potential contamination of materials.

6. Meetings: Identify and list the schedule, content, and participants in regular and pre-construction CWM meetings as defined in Meetings of this Section.

#### **1.05 PERFORMANCE**

- A. This Section applies to construction waste produced in the progress of the Work.
- B. Achieve sustainability goals for the Project in accordance with Section 01 81 30 – Sustainability Requirements.
  1. Divert a minimum ninety-five (95) percent by weight of recyclable construction waste, including demolition waste, to CDL Program recycling.
  2. Demolition concrete and asphalt pavement that have been exposed over many years to solid waste, leachate and wastewater are not recyclable.
- C. The Contractor shall not allow its employees, subcontractors and suppliers to dispose of personal or project related refuse or items within the Owner's transfer station without first passing over the Owner's scales, and paying the tipping fee as for any customer.
- D. Recycle asphalt, land clearing debris, cardboard, metals, concrete, recyclable plastic, and clean wood.
- E. Designate a specific area on the Site for recycling, and track recycling efforts throughout the construction process.
- F. Identify construction haulers and recyclers to handle the designated materials.
- G. This Section does not include disposition of earthwork materials covered in other Sections.

#### **1.06 SUBMITTALS**

- A. General: Submit the following in accordance with Section 00700 – General Terms and Conditions, Article 4.4 – Submittals, and Section 01 33 00 – Submittal Procedures.
- B. Leadership in Energy and Environmental Design (LEED®) Documentation: Submit the following in accordance with Section 01 81 30 – Sustainability Requirements:
  1. Completed LEED Tracking Form for MR Credit 2.
- C. Approval Submittals:
  1. Construction Waste Management Plan: Submit three (3) copies of the Draft Construction Waste Management Plan (Plan) to the Owner's LEED Representative within fourteen (14) calendar days following Notice to Proceed 1.
    - a. The Draft Plan shall include the Best Management Practices described in Part 3 of this Section.

- b. In the Plan designate an onsite party (or parties) responsible for instructing workers and overseeing and documenting results of the Plan for the Project.
  - c. Once the Owner's LEED Representative has determined which of the BMPs contained in the draft Plan are acceptable, the Contractor shall submit, within five (5) calendar days, a Final Plan.
    - 1) The Contractor shall distribute copies of the Plan to the Job Site Foreman, each Subcontractor, the Owner and the Architect before work commences on the site.
    - 2) Confirm to the Owner's LEED Representative in writing that each Subcontractor has received a copy of the approved Plan.
  - d. Approval by the Owner's LEED Representative and the Owner of the Contractor's Plan will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures specified.
2. Construction Waste Management Reports: The Contractor shall submit with each Progress Report a Construction Waste Management Report. The Construction Waste Management Report shall be submitted on a form acceptable to the Owner and shall contain the following information:
- a. List of materials to be salvaged.
  - b. Estimated quantities for each waste stream.
  - c. Separation requirements.
  - d. Onsite storage provisions for each waste stream.
  - e. Transportation method for each waste stream.
  - f. Destination of each waste stream.
  - g. Estimated tip fee or rebate for each waste stream.
  - h. The overall waste diversion rate as determined using the LEED calculation methodology as defined in the LEED Reference Guide.
  - i. Measurement of diversion rate is based upon either weight or volume, but must be consistent throughout.
    - 1) If comingled recycling services are used, the recycling service must be required to provide hauling receipts outlining what percentage of weight was diverted from landfill and location to where each materials was diverted.
    - 2) Material sent to a landfill for use as ADC may only be included as "recycled" material in the construction waste management calculations if the landfill provides a letter stating the material was received from the project and was specifically used for ADC, including date of use.
    - 3) If some of the materials will be donated or sold in auctions, describe the process and identify the organizations that may receive the materials.

- j. Corrections as indicated by the Project Representative.
3. Follow the specified method for monitoring and documenting the program, and submit a periodic report with each application for payment, including the following:
    - a. The amount (in tons) of material landfilled from the Project, the location of the Receiving Facility, how the waste will be reused or recycled, the total amount of tip fees paid at the landfill, and the total disposal cost including transportation costs, container rental costs, taxes, etc. Include manifests, weight tickets, receipt, and invoices.
    - b. The amount (in tons) and type of waste materials salvaged for sale, salvaged for reuse, and recycled. Provide the date removed from the jobsite, the location of the Receiving Facility, the amount of any money paid or received for the recycled or salvaged material, and the total disposal cost including transportation costs, container rental costs, taxes, etc. Include manifests, weight tickets receipts, and invoices. Obtain average recycling rates for each comingled material from each receiving facility where comingled waste materials are delivered.
    - c. Cost savings by waste material due to salvaging, reusing, and recycling materials. Calculate the savings based upon the cost per ton for disposal at landfill compared to the cost per ton for salvaging, reusing, and recycling materials.
    - d. Totals to date including: trash generated by weight and percentage of total; waste materials generated by weight and percentage of total identified by salvaged for resale, salvaged for reuse, or recycled; cost savings; and percentage of disposal fees saved.
  4. Application for Progress Payments:
    - a. The Contractor shall submit with each Application for Payment a Waste Management Report for the Project. Failure to submit this information shall render the Application for Payment incomplete and shall delay Progress Payment. The Contractor is ultimately responsible for implementation of the Waste Management Plan and achieving the diversion goals.
    - b. For each material recycled, reused, or salvaged from the Project, the amount (in tons), the date removed from the jobsite, the receiving party, the transportation cost, the amount of any money paid or received for the recycled or salvaged material, and the net total cost or savings of salvage or recycling the material. Attached manifests, weight tickets receipts or invoices.
- D. Closeout Submittals:
1. Final Construction Waste Management Report: Include a summary of information required by Construction Waste Management Reports for the Project with the Final Report. Submit with Final Application for Payment.

## **1.07 QUALITY ASSURANCE**

### **A. Meetings:**

#### **1. Pre-construction meeting:**

- a. Prior to beginning work at the site, or as each subcontractor commences work, schedule and conduct a meeting to review the Construction Waste Management Plan and related procedures, schedules, coordination and specific requirements for waste materials recycling and disposal.
- b. Subcontractors shall be required to participate in pre-construction meetings.

#### **2. Regular Meetings:**

- a. At a minimum, waste management goals and issues shall be discussed at regularly scheduled weekly project meetings.
- b. Subcontractors who will be on site prior to the next scheduled regular project meeting shall be required to participate.
- c. Identify progress on meeting the plan objectives and targets.
- d. Distribute monthly progress reports.
- e. Identify corrective actions when necessary to meet the plan objectives and targets.
- f. Review the Look Ahead Schedule to identify items that may produce large volumes of waste and that have opportunities to enhance performance of the plan.
- g. Identify activities and performance in reducing construction waste being directed to landfills.

## **PART 2 – PRODUCTS**

### **2.01 WASTE CONTAINERS**

- A. Durable, covered, secured, reusable container for each category or waste.
- B. Signs for each container: At least 6 by 3 FT, exterior grade panel, painted, message in large letters identifying waste category and waste hauling/disbursement subcontractor.
  1. Signs shall include waste category in both English and Spanish.

## **PART 3 – EXECUTION**

### **3.01 IMPLEMENTATION**

- A. General: When designing the Plan, the Contractor shall use Best Management Practices (simultaneously or phased in) as work progresses.
- B. Provide instruction to personnel in the proper implementation of the Waste Management Plan.
- C. Instruct subcontractors.

- D. Minimize the creation of construction and demolition waste on the job site. Best Management Practice steps may include:
1. Prevent waste in the first place:
    - a. Order materials precut to required size.
    - b. Order only quantity required.
    - c. Use detailed take-offs to identify location and uses in structure to reduce risk of unplanned and potentially wasteful cuts.
    - d. Verify that field measurements are as indicated on construction and Shop Drawings before confirming product orders or proceeding with work.
    - e. Protect products from damage during storage, installation and in-place.
    - f. Materials that become wet, damp or unusable for any reason due to improper storage shall be replaced at the Contractor's expense.
    - g. Request products delivered to the Site with packing materials that can be returned to sender, reused by others, or easily recycled.
    - h. Coordinate the schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
  2. Reuse materials that would otherwise become waste:
    - a. Use temporary materials and facilities that will be reused at other projects.
    - b. Reuse onsite waste for patching existing work.
    - c. Arrange for the return of packing materials, such as wood pallets, where economically feasible.
- E. Separation:
1. Separate materials in accordance with the King County Solid Waste Division CDL Program recommendations.
  2. Maintain materials in separate areas and containers after these have been separated.
  3. Do not permit separated materials to be ruined or made unusable as a result of exposure to adverse weather to the degree this is possible and economically feasible.

**END OF SECTION 01 74 10**

**SECTION 01 78 00  
CLOSE OUT PROCEDURES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes the following:
  - 1. Substantial Completion.
  - 2. Punchlist procedures.
  - 3. Final Completion, Final Acceptance and Payment.
  - 4. Project Record Documents.
  - 5. Warranties.
  - 6. Schedule of Contract closeout procedures.
- B. Related Sections:
  - 1. Section 01 73 00 – Operation and Maintenance Manuals.

**1.02 REFERENCES**

- A. Comply with the requirements of Section 01 09 05 – Reference Standards and as listed herein. The following is a list of standards referenced in this Section:
  - 1. King County Code (KCC) 12.16.

**1.03 DEFINITIONS**

- A. Project Record Documents: Various documents that define the constructed facility that are kept current by neat, legible hand annotation of all deviations from what is shown or required by the Contractor during the course of construction to accurately document the “as constructed” facility, including the following:
  - 1. Drawings.
  - 2. Specifications (Divisions 0 through 40).
  - 3. Addenda.
  - 4. Change Orders.
  - 5. Architect’s Supplemental Information (ASI).
  - 6. Request for Information (RFI).
  - 7. Completed Work Verification Survey: electronic copy and one (1) full size hard copy.
  - 8. Coordinated utility plans.
  - 9. Field Directives.
  - 10. Correspondence.
  - 11. Submittals.

#### **1.04 SUBSTANTIAL COMPLETION**

- A. Contractor shall notify the Owner in writing that the Work is Substantially Complete as required by Section 00700 – General Terms and Conditions, Article 7.4 – Substantial Completion Procedure and Section 00800 – Supplemental Terms and Conditions.
- B. The Owner and the Contractor shall follow the procedures stated in Section 00700 – General Terms and Conditions, Article 7.4 – Substantial Completion Procedure and Section 00800 – Supplemental Terms and Conditions for determining Substantial Completion, and the issuance of Punch Lists.
- C. In addition to the requirements in Section 00700 – General Terms and Conditions, Article 7.4 – Substantial Completion Procedure and Section 00800 – Supplemental Terms and Conditions, the Contractor shall within its Request for Substantial Completion for:
  - 1. Provide the Completed Work Verification Survey in accordance with Section 01 43 20 – Surveying.
  - 2. Obtain and submit releases enabling Owner's full and unencumbered use of the Work, including access to utilities and other administrative approvals.
  - 3. Make final changeover of locks, keys, gates, and other access restriction measures consistent with removal of the Contractor's personnel from the area of Work for Milestones 2 and 3.
  - 4. Deliver tools, spare parts, extra stock of materials, and similar physical items to the Owner in accordance with requirements of the Contract Documents.

#### **1.05 PUNCH LIST PROCEDURES**

- A. The Owner shall prepare the Punch List (list of incomplete items of Work including discrepancies found in the Completed Work Verification Survey) when notified by the Contractor that the Work is Substantially Complete.
  - 1. The Owner reserves the right to add items to the Punch List after initial issuance.
- B. The Contractor shall correct all Punch List items and re-issue the Project Representative's Punch List forms, with their initials and date complete, along with a written statement that the entire Project is physically complete and ready to receive the Certificate of Substantial Completion.
- C. Prior to issuance of the Certificate of Substantial Completion, the Owner shall perform all necessary inspections to verify that all Punch List items of Work are complete.

#### **1.06 FINAL PAYMENT AND ACCEPTANCE**

- A. Owner shall notify the Contractor of Final Acceptance of the Project as required by Section 00700 – General Terms and Conditions, Article 7.5 – Final Inspection and Final Punch List and Article 7.7 – Completion/Final Acceptance and Section 00800 – Supplemental Terms and Conditions.

- B. The Owner and the Contractor shall follow the procedures stated in Section 00700 – General Terms and Conditions for determining Final Acceptance and Final Payment.
- C. In addition to the requirements for Final Payment and Final Acceptance specified in Section 00700 – General Terms and Conditions, Article 7.6 – Requirements for Final Application for Payment, the Contractor shall submit to the Project Representative the following documentation twenty-one (21) calendar days before Final Acceptance unless noted otherwise:
  - 1. Final Affidavit of Amounts Paid.
  - 2. Final, complete Project Record Documents ten (10) calendar days following issuance of the Certificate of Substantial Completion for Milestone 3.
    - a. One (1) complete full size set of finalized Project Record Drawings on bond.
    - b. One (1) complete set of finalized Project Record Specifications.
    - c. One (1) complete set of Contract documents, including approved Field Work Directives, ASI's, and Change Orders.
    - d. One (1) complete set of Contractor's correspondence, including but not limited to RFI's, memorandums, and emails.
  - 3. Final Application for Payment.
  - 4. Completed permits ten (10) days following issuance of the certificate of Substantial Completion for Milestone 3.
  - 5. In addition, complete the following:
    - a. Complete Project Site cleanup.
    - b. Complete all remaining obligations as set forth within this Section.
  - 6. Complete or fulfill additional obligations required by King County, State, City of Bellevue, and Federal law.

**1.07 PROJECT RECORD DOCUMENTS**

- A. Provide to the Project Representative one (1) complete set of the Project Record Documents in accordance with the requirements of this Section.
- B. Store Project Record Documents separate from documents used for construction.
- C. Contractor shall red-line the Project Record Documents on a weekly basis concurrent with construction progress. The Contractor shall supply a red line of the Project Record Documents that shall document all additions and modifications to the original Contract Documents as follows:
  - 1. Specifications: Legibly mark and record at each Section description of actual Products installed, including the following:
    - a. Manufacturer's name and product model and number.
    - b. Product substitutions or alternates utilized.
    - c. Changes made by Addenda.

2. Legibly mark each item to record actual construction including:
  - a. Measured horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
  - b. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - c. Field changes of dimension and detail.
  - d. Details not on original Contract Documents.

#### **1.08 WARRANTIES**

- A. In addition to the one year warranty applicable to all the Work, as specified in Section 00700 – General Terms and Conditions, Article 7.9, and Section 00800 – Supplemental Terms and Conditions certain elements of the project are to be warranted for an extended period following the completion of the initial warranty periods for Milestone 2 and Milestone 3 work.
- B. The Contractor shall execute two year, five year, ten year, fifteen year, twenty year, and twenty-five year warranties for the Work as indicated in the sample warranty documents attached to this Section: (Attachments A through F).
  1. Do not propose alternative warranty language.
  2. The Project Representative will finalize each of the warranty documents by adding Contractor's logo, name, address, contact information, dates, and other missing information at the time of warranty completion.
- C. Each warranty document (Attachments A through F) lists the work elements to which the warranty applies.
- D. Provide two (2) executed copies of each warranty document required by the Contract Documents ten (10) days following issuance of the Certificate of Substantial Completion for the portion of the Work covered by that warranty.
- E. Warranties shall be provided for the Work following the issuance of the Certificate of Substantial Completion as follows:
  1. Milestone 2: Contractor's General Warranty commences upon Substantial Completion of the Milestone and expires two (2) years after the Certificate of Substantial Completion is provided by the Project Representative.
  2. Milestone 3: Contractor's General Warranty commences upon Substantial Completion of the Milestone and expires one (1) year after the Certificate of Substantial Completion is provided by the Project Representative.

#### **1.09 SCHEDULE OF CONTRACT CLOSEOUT PROCEDURES**

- A. The following Closeout Procedures Checklist gives the order and responsibility for the requirements of the Final Contract Closeout. This list may not include all items required by Section 00700 – General Terms and Conditions and other Specification Sections.
- B. Contract Closeout Documents Checklist: Complete the items indicated, and submit this Checklist when directed by the Project Representative.

<b>Responsibility</b>	<b>#</b>	<b>Procedure</b>	<b>Date</b>
Contractor	1.	Notify Owner that the Work is Substantially Complete.	
Owner	2.	Inspect the Work, prepare Punch List and issue Certificate of Substantial Completion.	
Contractor	3.	Notify the Owner that Punch List items have been completed.	
Owner	4.	Verify that Punch List items have been completed.	
Contractor	5.	Prepare the Final Application for Payment that includes the following: a. Affidavit of Wages Paid for Contractor and all Subcontractors. b. Release of Liens Certificate from all Subcontractors. c. Project Record Documents. d. Operation and Maintenance Manuals/Video. e. Warranties. f. Stamped permit set of Documents. g. Final Affidavit of Amounts Paid to Subcontractors. h. Certificate of Compliance. i. Reports for compliance with KCC 12.16.	_____ _____ _____ _____ _____ _____ _____ _____
Owner	6.	Issue Notice of Completion and Final Acceptance.	
Owner	7.	Prepare Notice of Completion of Public Works Contract and send to State Department of Revenue with copy to Employment Security Office, and Labor and Industries.	
Contractor	8.	Contact Solid Waste Division Records Management Specialist no later than thirty (30) days after Notice of Substantial Completion of Milestone 3 with an estimate of the number of boxes of paper files to be turned over in addition to any electronic files.	
Owner	9.	Receive the following from the State: a. Certificate of Payment of State Excise Taxes, Dept. of Revenue. b. Certificate of Payment of Contributions and Interest – Department of Employment Security. c. Letter from State Department of Labor and Industries - Contract Compliance Unit.	_____ _____
Owner	10.	Initiate Lien Search forty-five (45) days after date of Final Acceptance: a. Receive Lien Search Results from Records.	
Owner	11.	Process release of retainage when all state releases are received and liens are cleared. Sixty (60) days.	
Contractor	12.	Notify Project Representative of the date scheduled to turn over all Project Record Documents and related files both paper and electronic no later than ten (10) days following issuance of the Certificate of Final Acceptance.	

## **PART 2 – PRODUCTS – NOT USED**

## **PART 3 – EXECUTION**

### **3.01 ARCHIVING FILES**

- A. Boxes shall have attached lids.
- B. All file folders shall be standard letter size, 8-1/2 x 11 IN.
- C. Three ring binders are not acceptable for archiving. Chicago Screws are acceptable for “binding” specifications and correspondence in chronological order.
- D. Hanging folders and/or rubber bands are not acceptable. Accordion folders or manila folders are acceptable.
- E. Do not return file folders labeled with subject matter(s) that were not used in the contract.
- F. If Contractor did not use King County’s file code index, a copy of the Contractor’s file code index shall be included with the files.
- G. Do not separate transmittal cover sheets from the deliverable.
- H. Do not include duplicates unless mandated in Contract Documents.

**END OF SECTION 01 78 00**



**Table 1.10 – Items Subject to Two (2) Year Warranty**

SPECIFICATION	DESCRIPTION	COMPANY	CONTACT	PHONE
07 42 14	Metal Wall Panels			
07 61 13	Metal Roofing			
07 92 00	Joint Sealants			
08 51 23	Steel Windows			
08 70 00	Finish Hardware – Electronic Locks Electrical Components			
08 90 00	Louvers and Vents			
10 51 13	Metal Lockers and Locker Benches			
10 80 00	Boot Warmers			
12 48 13	Entrance Flooring System			
21 13 00	Fire-Suppression Sprinkler Systems			
22 20 00	Plumbing Fixtures and Equipment – Domestic Water Heater Against Corrosion			
22 20 00	Plumbing Fixtures and Equipment – Vitreous China			
22 20 00	Plumbing Fixtures and Equipment - All Equipment			
23 31 00	HVAC Ductwork and Accessories			
23 74 36	Refrigerant Piping System			
23 80 00	HVAC: Equipment			
23 83 00	Radiant Heaters			
28 31 00	Fire Detection and Alarm			
28 31 50	Hazardous Gas Detection and Alarm			
32 40 00	Site Furnishings			
32 90 00	Landscaping			
40 05 05	All Project Equipment			

SPECIFICATION	DESCRIPTION	COMPANY	CONTACT	PHONE
40 05 13	Pipe and Pipe Fittings – Process, Utility, and Plumbing Piping Systems			

**END OF SECTION**





**Table 1.10 – Items Subject to Five (5) Year Warranty**

SPECIFICATION	DESCRIPTION	COMPANY	CONTACT	PHONE
05 82 50	Roof Walk Gratings			
06 41 00	Countertops			
06 41 00	Architectural Cabinetwork			
07 13 26	Self-Adhering Sheet Waterproofing			
07 22 70	Roof Anchor Posts			
07 62 00	Flashing and Sheet Metal			
07 72 33	Roof Hatches			
07 72 36	Smoke, Heat and Explosion Relief Vents			
08 11 00	Metal Doors and Frames and Borrowed Light Frames			
08 14 16	Flush Wood Doors			
08 41 10	Storefront			
08 44 13	Curtainwall System			
08 45 00	Translucent Panel System			
08 51 23	Steel Windows – Metal Finishes			
08 62 00	Skylight			
08 62 50	Tubular Daylight System – Electrical Parts			
08 70 00	Finish Hardware – Electronic Locks Mechanical Components			
08 81 00	Glass and Glazing			
09 25 00	Textured Finish Coating			
10 44 33	Fire Extinguisher and Cabinets			
11 40 00	Municipal Solid Waste Compactor – Finishes on Metal Fabrications			
11 45 10	Residential Applicances			

SPECIFICATION	DESCRIPTION	COMPANY	CONTACT	PHONE
12 35 53	Laboratory Work Surface			
23 09 00	Instrumentation and Controls for HVAC Systems			
23 80 00	Heating, Ventilating, and Cooling Equipment			
23 83 00	Infrared Heating Equipment			
26 43 13	Low Voltage Surge Protection Devices			
40 65 21	Compressed Air Equipment			
40 90 10	Supervisory Control and Data Acquisition System			

**END SECTION**





**Table 1.10 – Items Subject to Ten (10) Year Warranty**

SPECIFICATION	DESCRIPTION	COMPANY	CONTACT	PHONE
07 25 00	Weather Barriers			
08 45 00	Translucent Panel Systems – Breakage and Yellowing			
08 62 50	Tubular Daylight System			
08 70 00	Finish Hardware – Door Closers			
08 70 00	Finish Hardware – Mortise Locks			
10 11 00	Markerboards and Tackboards			

**END SECTION**



**Table 1.10 – Items Subject to Fifteen (15) Year Warranty**

SPECIFICATION	DESCRIPTION	COMPANY	CONTACT	PHONE
07 54 25	Fully Adhered TPO Roofing			
32 31 13	Chain link fence PVC coating			

**END SECTION**



**Table 1.10 – Items Subject to Twenty (20) Year Warranty**

SPECIFICATION	DESCRIPTION	COMPANY	CONTACT	PHONE
07 42 14	Metal Wall Panels - Finish			
07 42 14	Metal Wall Panels – Free from Rust			
07 54 25	Fully Adhered TPO Roofing – Finish on edge metal and copings			
07 61 13	Metal Roofing – Complete System Weather-Tight and Secure Against Water Penetration			
07 61 13	Metal Roofing – Finish			

**END SECTION**



**Table 1.10 – Items Subject to Twenty-Five (25) Year Warranty**

SPECIFICATION	DESCRIPTION	COMPANY	CONTACT	PHONE
12 24 14	Roller Shades – Hardware, Chain and Shadecloth			
32 31 13	Chain link fence privacy slats			

**END SECTION**

**SECTION 01 81 30  
SUSTAINABILITY REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes: Sustainability requirements.
- B. Payment:
  - 1. The Owner will not compensate the Contractor for Changes in Contract Time or Contract Price associated with the required sustainability documentation.
  - 2. Lack of familiarity with the Contractor's role and responsibilities for achieving project sustainability objectives shall not be a basis for additional compensation.
- C. Related Sections:
  - 1. Section 01 33 00 – Submittal Requirements.

**1.02 DEFINITIONS AND ACRONYMS**

- A. Advocate: The Contractors designated person responsible for quality of Leadership in Energy and Environmental Design (LEED<sup>®</sup>) and sustainability objectives and documentation.
- B. Available LEED Credit: An achievable performance goal for the Project, and recognized by the LEED Green Building Rating System<sup>™</sup>.
- C. LEED Credit: One of 52 possible performance goals of the LEED Green Building Rating System.
- D. LEED Prerequisite: One of eight (8) fundamental requirements of the LEED Green Building Rating System, none of which results in award of a LEED Credit.
- E. Unavailable LEED Credit: A LEED Green Building Rating System credit which is not suited to the Project, as determined by the Owner's LEED consultant.
- F. MEP: Mechanical, electrical and plumbing.

**1.03 REFERENCES**

- A. Comply with the requirements of Section 01 09 05 – Reference Standards and as listed herein. The following is a list of standards referenced in this Section:
  - 1. LEED Reference Guide for Green Building Design and Construction: For the Design, Construction and Major Renovations of Commercial and Institutional Buildings, 2009 Edition (United States Green Building Council).

**1.04 SYSTEM DESCRIPTION**

- A. The Contractor's role and responsibility for achieving project sustainability objectives are identified in this Section.

- B. Identify a member of the Contractors organization to be responsible to administer the LEED and sustainability objectives for the Contractors own activities.
1. Responsibilities include:
    - a. Familiarity with King County Facilities Green Operations and Maintenance Guidelines Handbook.
    - b. Experience with and understanding of LEED certification requirements, LEED online certification submittals and certification process, and LEED Reference Guide listed in Section 1.03 above.
    - c. Provide calculations for volumes, quantities, rates, percentages and other numerical measures for performance of specific environmental goals per this Section, and as directed by the Project Representative.
    - d. Complete LEED submittal forms. Examples will be provided at the Pre-Construction Conference.
    - e. Deadlines for submittals of LEED forms vary and progress will be discussed at the Weekly Project Meetings to assist the Contractor in performance of the documentation duties.
    - f. Prepare submittals.
    - g. Coordinate with commissioning agent (CxA), suppliers, vendors, subcontractors and others.
    - h. Collect LEED compliance and supporting documentation and submit to the Project Representative.
    - i. Make adjustments, corrections, clarifications and other corrective actions.
  2. The individual Specification Sections indicate submittal requirements to be performed by the Contractor.
  3. The Contractor is not required to perform any direct communication or reporting to the United States Green Building Council.
    - a. The Contractor is required to provide at a minimum the forms and submittals identified in individual technical Sections.
    - b. The Contractor will be instructed to provide certain assurances, statements, measurements and other information on the required forms to substantiate the sustainability goals of the Project.
    - c. Forms required to be filled out by the Contractor will be included in the LEED certification application.
    - d. The Contractor is required to be familiar with the LEED Rating System, and have experience or access to experience for performing the required documentation.
- C. This Project will apply to the United States Green Building Council for building performance certification under the LEED Green Building Rating System.
1. This rating sets a standard definition for a commercial “green” building.

2. Documentation, including completion of forms, is required of the Contractor in the process of demonstrating compliance.
- D. This Section includes a summary of the Project Checklist used during the design process to track possible sustainability performance and certification levels for the Project.
- E. The system consists of five (5) environmental categories, containing a total prerequisites and credits, and additional categories for design innovation and regional priority.
1. Each prerequisite and credit identifies the intent, requirements and submittals to achieve a specific goal.
  2. Points are awarded for accomplishments in each credit area.
  3. Credits, when added together, form the basis for a performance award in the form of certification level for the Project.
  4. The five environmental categories are:
    - a. Sustainable Sites (SS).
    - b. Water Efficiency (WE).
    - c. Energy and Atmosphere (EA).
    - d. Materials and Resources (MR).
    - e. Indoor Environmental Quality (IEQ).
  5. There are also categories for Innovation in Design (ID) and Regional Priority.
- F. Four (4) award levels of achievement are possible: "Certified," "Silver," "Gold" and "Platinum."
1. The Contractor shall perform its Work in order to assist the Owner in achievement of the Project requirement of a Gold certification.
  2. The award is based on the review of an Application for Certification that is created by the Owner.
  3. Significant Contractor participation is required to complete the Application for Certification.
- G. LEED Certification:
1. The Owner supports every available LEED credit. Some credits will not be available to the Project.
  2. These unavailable credits are identified on the LEED scorecard which will be provided at the Pre-Construction Meeting.
  3. The Project must satisfy every prerequisite. Additionally, the Project must achieve the specific number of credit points defined in the scorecard.
    - a. Consult with the Project Representative for clarifications.

H. Contractor Activities:

1. Perform coordination, mobilization, quality control, work adjustments, and work scheduling of the entire Project, consistent with requirements for LEED Gold certification.
2. Provide the required documentation in the form of submittals.
  - a. Utilize the LEED Materials Submittal Form bound in at the end Section 01 33 00 – Submittal Procedures.
  - b. Utilize the LEED Submittal Form bound in at the end of Section 01 33 00 – Submittal Procedures.
3. Provide measurements, corrections, clarifications and make adjustments to the documentation when instructed to do so.
4. Organize the information and submittal materials to conform to the required formats, and in a consistent legible and professional manner.
  - a. Use the required forms.

I. Summary of the Project Checklist:

1. Sections identifying additional LEED-specific coordination responsibilities include, but are not limited to:
  - a. Section 01 30 00 – Administrative Requirements.
  - b. Section 01 60 00 – Product Requirements.
  - c. Section 01 74 10 – Construction Waste Management.
  - d. Section 01 81 90 – Air Quality Management.
2. The following are Unavailable LEED Credits:
  - a. SS Credit 1 – Site Selection
  - b. SS Credit 3 – Brownfield Redevelopment.
  - c. Sustainable Sites Credit 4.1 – Alternative Transportation, Public Transportation Access.
  - d. EA Credit 2: On-Site Renewable Energy, 1 - 13 percent of total building demand.
  - e. EA Credit 4 – Enhanced Refrigerant Management.
  - f. MR Credit 1.1 – Building Reuse, Maintain Existing Walls, Floors, and Roof.
  - g. MR Credit 1.2 – Building Reuse, Maintain Interior Nonstructural Elements.
  - h. MR Credit 6 – Rapidly Renewable Materials.
  - i. IEQ Credit 2 – Increased Ventilation
  - j. IEQ Credit 6.1 – Controllability of Systems, Lighting
  - k. IEQ Credit 7.1 – Thermal Comfort – Design to ASHRAE 55-2004
  - l. IEQ Credit 7.2 - Verification

3. All LEED Prerequisite Credits must be met:
  - a. SS Prerequisite 1.
  - b. WE Prerequisite 1.
  - c. EA Prerequisite 1, 2, and 3.
  - d. MR Prerequisite 1.
  - e. IEQ Prerequisite 1 and 2.
4. The following are Available LEED Credits:
  - a. SS Credit 2: Development Density & Community Connectivity.
  - b. SS Credit 4.2: Alternative Transportation, Bicycle Storage & Changing Rooms.
  - c. SS Credit 4.3: Alternative Transportation, Low Emitting & Fuel Efficient Vehicles.
  - d. SS Credit 4.4: Alternative Transportation, Parking Capacity.
  - e. SS Credit 5.1: Site Development, Protect or Restore Habitat.
  - f. SS Credit 5.2: Site Development, Maximize Open Space.
  - g. SS Credit 6.1: Stormwater Design, Quantity Control.
  - h. SS Credit 6.2: Stormwater Design, Quality Control.
  - i. SS Credit 7.1: Heat Island Effect, Non-Roof.
  - j. SS Credit 7.2: Heat Island Effect, Roof.
  - k. SS Credit 8: Light Pollution Reduction.
  - l. WE Credit 1.1: Water Efficient Landscaping, Reduce by 50 percent.
  - m. WE Credit 1.2: Water Efficient Landscaping, No Potable Use or No Irrigation.
  - n. WE Credit 2: Innovative Wastewater Technologies.
  - o. WE Credit 3: Water Use Reduction, 30, 35, 40 percent Reduction.
  - p. EA Credit 1: Optimize Energy Performance, 12 - 48 percent beyond ASHRAE 90.1-2007.
  - q. EA Credit 3: Enhanced Commissioning.
  - r. EA Credit 5: Measurement & Verification.
  - s. MR Credit 2: Construction Waste Management, Divert 50, 75 percent from Disposal (goal is 95%).
  - t. MR Credit 4: Recycled Content, 10, 20 percent (post-consumer + 1/2 pre-consumer).
  - u. MR Credit 5.1: Local/Regional Materials, 10/20 percent Extracted, Processed & Mfg.
  - v. MR Credit 7: Certified Wood.
  - w. IEQ Credit 1: Outside Air Delivery Monitoring.

- x. IEQ Credit 3.1: Construction IAQ Management Plan, During Construction.
  - y. IEQ Credit 3.2: Construction IAQ Management Plan, Before Occupancy.
  - z. IEQ Credit 4.1: Low-Emitting Materials, Adhesives & Sealants.
  - aa. IEQ Credit 4.2: Low-Emitting Materials, Paints & Coatings.
  - bb. IEQ Credit 4.3: Low-Emitting Materials, Flooring Systems.
  - cc. IEQ Credit 4.4: Low-Emitting Materials, Composite Wood & Agrifiber Products.
  - dd. IEQ Credit 5: Indoor Chemical & Pollutant Source Control.
  - ee. IEQ Credit 6.2: Controllability of Systems, Thermal Comfort.
  - ff. IEQ Credit 8.1: Daylight & Views, Daylight 75 percent of Spaces.
  - gg. IEQ Credit 8.2: Daylight & Views, Views for 90 percent of Spaces
  - hh. ID Credits 1.1 – 1.5.
5. Of the Available LEED Credits listed in Section 4 above, the Contractor is responsible for achieving all LEED Owner Project Requirements, and the Contractor is responsible for the LEED documentation to earn LEED certification for the following credits:
- a. SS Prerequisite 1: Construction Activity Pollution Prevention.
  - b. SS Credit 5.1: Site Development, Protect or Restore Habitat.
  - c. SS Credit 7.1: Heat Island Effect, Non-Roof.
  - d. EA Prerequisite 1: Fundamental Commissioning of the Building Energy Systems.
  - e. EA Credit 3: Enhanced Commissioning.
  - f. EA Credit 5: Measurement and Verification.
  - g. MR Credit 2: Construction Waste Management, Divert 50, 75 percent from Disposal (County goal to divert 95%).
  - h. MR Credit 4: Recycled Content, 10, 20 percent (post-consumer + 1/2 pre-consumer).
  - i. MR Credit 5.1: Local/Regional Materials, 10, 20 percent Extracted, Processed & Mfg.
  - j. MR Credit 7: Certified Wood.
  - k. IEQ Credit 3.1: Construction IAQ Management Plan, During Construction.
  - l. IEQ Credit 3.2: Construction IAQ Management Plan, Before Occupancy.
  - m. IEQ Credit 4.1: Low-Emitting Materials, Adhesives & Sealants.
  - n. IEQ Credit 4.2: Low-Emitting Materials, Paints & Coatings.

- o. IEQ Credit 4.3: Low-Emitting Materials, Flooring Systems.
  - p. IEQ Credit 4.4: Low-Emitting Materials, Composite Wood and Agrifiber Products.
  - q. ID Credit 2 LEED Accredited Professional.
- 6. Additional submittal summary of documentation required to meet performance requirements to earn the LEED Certification is listed in Specification 01 33 00.
  - 7. Detailed implementation and documentation requirements are in the LEED Reference Guide for Green Building Design and Construction: For the Design, Construction and Major Renovations of Commercial and Institutional Buildings, 2009 Edition (United States Green Building Council).

**PART 2 – PRODUCTS – NOT USED**

**PART 3 – EXECUTION – NOT USED**

**END OF SECTION 01 81 30**



**SECTION 01 81 90  
AIR QUALITY MANAGEMENT**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes requirements for indoor air quality (IAQ) management planning and implementation to maintain IAQ by controlling dust and pollutants.
- B. Related Sections:
  - 1. Division 02 through 40.
    - a. Refer to Individual Sections that involve finish materials that are located inside the vapor barrier as well as auxiliary finishing materials installed within the vapor barrier.
    - b. This includes, but is not limited to, adhesives, sealants, paints, primers, carpets and composite wood products.

**1.02 REFERENCES**

- A. Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 2<sup>nd</sup> Edition 2007, ANSI/SMACNA 008-2008 (Chapter 3).
- B. Filtration media: ASHRAE 52.2-1999.
- C. Adhesives, Sealants and Sealant Primers: South Coast Air Quality Management District (SCAQMD) Rule #1168 requirements (October 3, 2003 Amendment) and GS-36 effective October 19, 2000.
- D. Topcoat Paints: Green Seal Standard GS-11 & GS-03.
- E. All other Architectural Coatings, Primers and Undercoats: SCAQMD Rule #1113, Architectural Coatings.
- F. Carpet, carpet cushion, carpet adhesive: Carpet and Rug Institute's Indoor Air Quality Green Label Plus Testing Program.

**1.03 REQUIREMENTS**

- A. Develop and implement an IAQ Management Plan during construction that meets or exceeds the minimum requirements of the SMACNA IAQ Guideline for Occupied Buildings under Construction, 2<sup>nd</sup> Edition 2007, ANSI/SMACNA 008-2008 (Chapter 3). The required Best Management Practices are summarized in Part 3 of this Section.
- B. Protect stored onsite or installed absorptive materials from moisture damage.
- C. Use specific filtration media at each return air grill during construction and prior to occupancy as outlined in Part 2 – Products.
- D. Use low- or no-emitting adhesives, sealants, paints, primers, carpets and composite wood products within the vapor barrier.
  - 1. Product requirements are specified in Divisions 01 through 40.

2. Where specific products are not called out, refer to the Requirements within this Section.

#### **1.04 SUBMITTALS**

- A. IAQ Management Plan: Within 60 calendar days after receipt of Notice to Proceed 1, or prior to HVAC work, whichever occurs sooner, the Contractor should submit 3 copies of the Draft IAQ Management Plan for approval.
  1. The Draft IAQ Management Plan must meet or exceed the SMACNA Best Management Practices (BMPs) described in Part 3 – Execution of this Section.
  2. In the IAQ Management Plan designate an onsite party (or parties) responsible for instructing workers and overseeing and documenting results of the IAQ Management Plan for the Project.
  3. Once the Owner has determined which of the BMPs contained in the above Draft IAQ Management Plan are acceptable, submit, within 14 calendar days, a Final IAQ Management Plan.
- B. IAQ Management Reports: Submit with each monthly progress payment request a summary of IAQ Management issues.
  1. The Summary shall be submitted on a form approved by the Owner.
- C. Provide a minimum of 18 photographs (3 each on 6 separate occasions) of construction IAQ management measures such as protection of ducts and onsite stored or installed absorptive materials.
- D. Provide cut sheets of filtration media used during construction and installed immediately prior to occupancy with Minimum Efficiency Reporting Value (MERV) values highlighted.

### **PART 2 – PRODUCTS**

#### **2.01 PRODUCT REQUIREMENTS**

- A. At the time of air handler start-up and during use for building flush requirement, MERV 13 filters shall be installed in the unit.
- B. After flush cycle is complete, and prior to occupancy, replace filtration media with new MERV 13 filtration media. The Contractor can provide an extra set of filters without installing them if it is determined that the filters installed do not need replacing. Filters shall be stored in original packaging at a location specified by the Project Representative.
- C. Use low-emitting adhesives, sealants, paints, primers, carpets and composite wood products within the vapor barrier. This includes, but is not limited to:
  1. Low or no-VOC adhesives and sealants such as:
    - a. Multipurpose construction.
    - b. Glazing.
    - c. PVC.
    - d. Carpet and pad.

- e. Sheet flooring.
- f. Tile floor or wall covering.
- g. Cove base.
- h. Countertop.
- i. Grout sealant.
- j. Cabinetry.
- k. Laminate.
- l. Sub-base.
- m. Ductwork.
- n. Fire calk and sealants.
- o. Acoustical sealants.
- p. Plumbing.

2. VOC maximum limits are as follows:

SCAQMD Rule 1168, Adhesive & Sealant Application

<b>Architectural Applications</b>	<b>VOC Limit [g/L less water]</b>
Indoor Carpet Adhesive	50
Carpet Pad Adhesive	50
Wood Flooring Adhesive	100
Rubber Floor Adhesive	60
Subfloor Adhesive	50
Ceramic Tile Adhesive	65
VCT & Asphalt Adhesive	50
Drywall & Panel Adhesive	50
Cove Base Adhesive	50
Multipurpose Construction Adhesive	70
Structural Glazing Adhesive	100

<b>Specialty Applications</b>	<b>VOC Limit [g/L less water]</b>
PVC Welding	510
CPVC Welding	490
ABS Welding	325
Plastic Cement Welding	250
Adhesive Primer for Plastic	550
Contact Adhesive	80
Special Purpose Contact Adhesive.	250
Structural Wood Member Adhesive.	140
Top & Trim Adhesive	250
Sheet Applied Rubber Lining Operations	850

<b>Substrate Specific Applications</b>	<b>VOC Limit [g/L less water]</b>
Metal to Metal	30
Plastic Foams	50
Porous Material (except wood)	50
Wood	30
Fiberglass	80

<b>Sealants</b>	<b>VOC Limit [g/L less water]</b>
Architectural	250
Nonmembrane Roof	300
Roadway	250
Single-Ply Roof Membrane	450
Other	420

Green Seal GS-36, Commercial Adhesives

Sealant Primers	VOC Limit [g/L less water]
Architectural Non Porous	250
Architectural Porous	775
Other	750

Aerosol Adhesives	VOC Weight [g/L minus water]
General Purpose Mist Spray	65% VOC by weight
General Purpose Web Spray	55% VOC by weight
Special Purpose Aerosol Adhesive.	70% VOC by weight

SCAQMD Rule 1113, Architectural Coatings

Architectural Finishes & Coatings	VOC Limit [g/L less water]
Clear Wood Varnish	350
Clear Wood Lacquer	550
Floor Coatings	100
Shellacs, Clear	730
Shellacs, Pigmented	550
Waterproofing Sealers	250
Sanding Sealers	275
Other Sealers	200
Stains	250

Green Seal GS-11, Paints

Architectural Paints & Primers	VOC Limit [g/L less water]
Flats	50
Non-Flats	150

Green Seal GC-03, Anti-Corrosive Paints

Anti-Corrosive Paints	VOC Limit [g/L less water]
Anti-Corrosive or Anti-Rust for Ferrous Metal Substrates	250

CAQMD Rule 1113, Standard VOC Limits (g/L minus water, minus exempt compounds)\*

Coating	Ceiling limit	Current Limit

\*Source: LEED® 2009 Reference Guide, see reference guide for effective date information

3. Carpet systems must meet or exceed the requirements of the Carpet and Rug Institute's Green Label Plus Indoor Air Quality Test Program.
4. Composite wood and agrifiber products, including core materials must contain no added urea-formaldehyde resins.
  - a. Adhesives used in field and shop-fabricated assemblies containing these products must contain no added urea-formaldehyde.
  - b. Products may include but not limited to millwork, composite and solid doors, cabinetry, crown moldings, wood paneling and built in furnishings.

**PART 3 – EXECUTION**

**3.01 GENERAL**

- A. Multiple BMPs are available to maintain IAQ during construction or demolition.

- B. The advantages and disadvantages of each available option should be considered to identify the most effective and most efficient approaches for a particular job.
- C. When preparing the IAQ Management Plan, the Contractor may use more than one of these practices (simultaneously or phased in) as work progresses. In general, the steps include:
  - 1. Containing the work area.
  - 2. Modifying HVAC operation.
  - 3. Reducing emissions.
  - 4. Intensifying housekeeping.
  - 5. Scheduling material delivery to avoid contamination.
  - 6. Protecting stored and installed absorptive materials from contamination and moisture.

### **3.02 REQUIRED IAQ MANAGEMENT BMPS**

#### **A. Mechanical Systems:**

- 1. Protection: All HVAC equipment must be protected from collecting dust and contaminants that can be collected in the system and later be released. Specific HVAC protection requirements generally apply to the return side, central filtration, or supply side of the system.
- 2. Return Side: The return side of an HVAC system is, by definition, under negative pressure and thus capable of drawing in nearby construction dust and odor. Special attention must be paid to the location of any return vents, return ducts, ceiling plenums, return shafts, variable air volume plenum intakes, window units, and transfer vents as well as that portion of the air handler which is upstream of the central fan. The entire system will be shut down during all construction or demolition that generates dust and airborne particles. The system will not be operated until the affected area is determined clean by the project representative.
  - a. All return system openings will be sealed with plastic at all times except during work directly affecting the opening.
  - b. Prior to building flush out, provide MERV 13 filters to process both return and outside air that is to be delivered as supply air. Verify that equipment is capable of accepting MERV 13 filters, or notify the Owner's LEED® Representative. The contractor can provide an extra set of filters without installing them if it is determined that the filters installed do not need replacing. Filters shall be stored in original packaging at a location specified by the project representative.
  - c. Mechanical rooms should not be used to store construction or waste materials.
- 3. Supply Side:
  - a. Diffusers, terminal units, and ducts will be sealed with plastic at all times except during work directly affecting the opening.

- b. Ducts, and diffusers, and the air handlers should be inspected upon completion of the work for the amount of deposited particulate present and cleaned where needed. If significant dust deposits are observed in the system during construction, the system and ductwork shall be cleaned to the satisfaction of the project representative. The condition of the main duct should be checked whenever visible particles are discharged from the system.
- B. Materials Handling: Protect construction materials from contamination and pollution from contact with construction dust, debris, fumes, solvents, moisture, and other pollutants.
- 1. The mechanical systems must be evaluated in detail to determine how they may be affected by odor and dust from the project (including site egress, staging areas, etc.).
  - 2. Designate receiving/storage areas for incoming material to be delivered according to installation schedule and to be placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
  - 3. Protect stored onsite or installed absorptive materials from moisture damage.
  - 4. Hazardous wastes shall be separated, stored, and disposed of according to local regulations.
  - 5. Schedule delivery of materials to minimize the duration of onsite storage.
- C. VOC Control: Schedule installation of materials to minimize contamination of absorptive materials with VOCs, solvents, dust, etc. (For example, install carpet after painting has been completed, since carpet can absorb VOCs released while the paint dries).
- 1. All dry furnishings and materials (such as carpet, floor tile, acoustical tile, textiles, office furniture, wood shelving, etc.) shall be allowed to "air-out" or pre-condition prior to installation.
  - 2. "Bake-outs" of furnishings and construction materials is not recommended due to questionable effectiveness and potential for damage.
    - a. Reduce exposure to VOCs as follows:
      - 1) An enclosed tanker is preferable to an open kettle for roofing.
      - 2) Containers of wet products should be kept closed as much as possible.
      - 3) Waste materials capable of releasing odor or dust should be covered or sealed.
      - 4) Applying a surface sealer may control a persistent odor source.
- D. Inspection: Conduct regular inspection and maintenance of indoor air quality measures including ventilation system protection.
- 1. Ductwork and appurtenances should be inspected upon completion of the work for the amount of deposited particulate present and cleaned where needed.

2. Both highly specialized equipment and professional expertise may be required to ensure that dust is effectively removed and contained.
  3. The sequence in which duct cleaning occurs in the overall construction process needs to be carefully considered to avoid recontamination.
- E. Modifying Equipment Operation: Use of equipment may need to be restricted in order to meet IAQ objectives. This could involve substituting cleaner equipment or simply changing operating Procedures. Examples of such controls include:
1. Restricting traffic volume or prohibiting idling of motor vehicles where emissions could be drawn into occupied areas.
  2. Switching from diesel to biodiesel or bottled gas for equipment such as generators or fork lifts (emissions are cleaner but still potentially harmful under some circumstances). Use of electric fork lifts and other equipment should be considered when feasible, since they do not burn fossil fuels, thus eliminating exposure to combustion gas emissions.
- F. Use low-toxic cleaning supplies for surfaces, equipment and worker's personal use. Options include Green Seal, citrus-based or soy-based solvent cleaners.
1. Refer to Green Seal website for a list of approved products at [www.greenseal.org/certproducts.htm](http://www.greenseal.org/certproducts.htm).
- G. Changing Work Practices: For some demolition tasks (e.g., paint stripping) there may be techniques available that produce less airborne dust. Some painting techniques release fewer odors. Some cleaning practices raise less dust.
- H. Use wet sanding for gypsum assemblies. Exception is dry sanding allowed subject to Owner approval of the following measures:
1. Full isolation of space under finishing.
  2. Plastic protection sheeting is installed to provide air sealing during the sanding.
  3. Closure of all air system devices and ductwork.
  4. Sequencing of construction precludes the possibility of contamination of other spaces with gypsum dust.
  5. Worker protection provided.
- I. Local Exhaust: Pollution sources can be directly exhausted to the outside. This may be done through an exhaust system already available in the building or more often by a portable fan vented to the outside and attached to the work site by flex duct. Depending on the nature of the material and the location of the exhaust, special filtration of the exhaust may or may not be necessary. Any emissions to the outside must be in compliance with applicable regulations and should be directed well away from intakes.

- J. Air Cleaning: Where exhaust is not feasible, local re-circulation of air through a portable air cleaner may be effective. The type of filter should be suitable for the material being controlled (e.g., charcoal or potassium permanganate for many odors, a moderate to high efficiency filter for dust).

**END OF SECTION 01 81 90**

**SECTION 01 91 00  
LEAD AND ASBESTOS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes the following:
  - 1. Lead abatement and disposal.
  - 2. Asbestos abatement and disposal.

**1.02 DEFINITIONS**

- A. CFR: Code of Federal Regulations.
- B. WAC: Washington Administrative Code.

**1.03 REFERENCES**

- A. 29 CFR Part 1926 – Safety and Health Regulations for Construction.
- B. Chapter 296 WAC – Department of Labor and Industries.

**1.04 SUBMITTALS**

- A. General: Submit the following in accordance with Section 00700 – General Terms and Conditions, Article 4.4 – Submittals, and Section 01 33 00 – Submittal Procedures.
- B. Approval Submittals:
  - 1. Provide a minimum of sixty (60) days prior to disposal of materials with lead-based paint the following:
    - a. Disposal facility name, address, telephone number, and complete contact information for approval by King County.

**1.05 PERFORMANCE**

- A. This Section provides information pursuant to 29 CFR 1926.1101; Chapter 296-62-077 WAC, and to other applicable requirements concerning reporting on asbestos and lead-containing materials.
- B. The information in this Section is based on the results of a Specification review and site inspection (in accordance with WAC 296-62-077 and 29 CFR 1926).
  - 1. A site inspection of the existing transfer station facility operated by the King County Department of Natural Resources Solid Waste Division and the warehouses to be removed as part of the Project was conducted to determine the presence of asbestos or lead-containing building materials.
  - 2. Refer to Factoria Transfer Station Improvements Final Hazardous Materials Survey Report, June 2010 by HDR e<sup>2</sup>M included as Appendix A.

- C. Should suspect material not identified in this Section be encountered refer to Section 02 31 40 – Removal of Hazardous Materials and Dangerous Waste, immediately suspend all work that could disturb said material and notify the Project Representative, who will direct the proper action.
  - 1. Do not proceed with work that could disturb the material until authorized by the Project Representative, in writing, to do so.
- D. Conduct activities involving lead-containing paint under Work of this Contract in accordance with this Section and current applicable state and federal regulations including:
  - 1. WAC 296-62: “General Occupational Health Standards.”
  - 2. WAC 296-62-07521: ”Lead.”
  - 3. WAC 296-155-176: “Occupational Health and Environmental Control.”
  - 4. 29 CFR 1926.62: “Lead Exposure in Construction.”
- E. Notify all employees and subcontractors who work or perform work subject to this Section of this Section’s contents.

**1.06 LEAD ASSESSMENT**

- A. This Section’s information is based on the results of a review of Specifications for the building areas and site inspection of equipment and materials therein to be affected by Work under this Contract.
- B. Based on the results of the review and inspection, the A/E Representative determined the proposed construction areas to be affected by Work under this Contract, and materials therein do contain isolated locations where lead based paint with lead content above detectible levels exist.

**1.07 ASBESTOS ASSESSMENT**

- A. The information in this Section is based on the results of a review of Specifications for the building areas and site inspection of equipment and materials therein to be affected by Work under this Contract.
  - 1. Based on the Factoria Transfer Station Improvements Final Hazardous Materials Survey Report, June 2010 by HDR e<sup>2</sup>M included as Appendix A, it has been determined the building areas to be affected by Work under this Contract, and materials therein contain no asbestos.

**1.08 DISPOSAL**

- A. Contact the state and local authorities to determine lead-contaminated debris disposal requirements.
  - 1. Lead-containing paint shall not be removed from metal building materials. Recycle metal building materials in accordance with Section 01 74 10 – Construction Waste Management.
  - 2. Lead-containing paint shall not be removed from concrete building materials. Recycle concrete building materials in accordance with Section 01 74 10 – Construction Waste Management.
- B. During removal of lead-containing building materials, do not leave uncontained debris outside or dump waste in unauthorized dumpsters.

- C. Submit to the Project Representative a receipt from the disposal facility that receives the lead-containing waste within thirty (30) calendar days after removal.
- D. If lead-containing paint is abated to make Hazardous Material as defined in Section 00700 – General Terms and Conditions, Article 1.0 - Definitions, Contractor shall submit a Hazardous Waste Manifest which includes the Transporter's ID number required to transport hazardous waste.

**PART 2 – PRODUCTS – NOT USED**

**PART 3 – EXECUTION – NOT USED**

**END OF SECTION 01 91 00**



## **REGULATED BUILDING MATERIALS**

### **PART 1 – GENERAL**

#### **1.01 SUMMARY**

- A. Section includes the following:
  - 1. Abatement of polychlorinated biphenyl (PCB) containing materials, fluorescent light tubes and light ballasts, and high intensity discharge (HID) lights.
  - 2. Abatement of mercury and other hazardous substances containing materials, fluorescent light tubes, thermostat switches, and exit signs.

#### **1.02 REFERENCES**

- A. Comply with the requirements of Section 01 09 05 – Reference Standards and as listed herein. The following is a list of standards referenced in this Section:
- B. United States Department of Transportation (DOT) 17E open top drums.

#### **1.03 DEFINITIONS AND ACRONYMS**

- A. HID: HID lamps; mercury vapor, metal halide, high pressure sodium lamps.
- B. PCB: PCB light ballast.
- C. WAD: United States Environmental Protection Agency / Washington State waste generator identification number.

#### **1.04 PERFORMANCE**

- A. Removal of PCB-containing materials and fluorescent light tubes:
  - 1. Remove PCB-containing light fixture ballasts associated with HID lamps in accordance with the regulations.
  - 2. Recycle or dispose of PCB-containing light fixture ballasts and fluorescent light tubes in accordance with the regulations.
  - 3. Provide a written statement including proof of appropriate recycling or disposal of the light fixture ballasts and fluorescent light tubes to the Project Representative.
  - 4. Partial dismantling of light fixtures and separation of ballasts to permit ballast removal and total removal of ballast from fixture.
  - 5. Place PCB-contaminated light ballasts into approved recycling or disposal containers (i.e. Sealed DOT 17E open top drums).
  - 6. Clearly mark and label PCB-contaminated light ballasts and fluorescent light tubes containers.
  - 7. Contractor can select to have a certified PCB material and fluorescent Company properly remove, handle, store, recycle or dispose at a certified PCB material and fluorescent facility.
  - 8. Contractor shall properly dispose of PCB-containing materials and fluorescent light tubes.

- B. Ballasts that do not clearly state “No PCB’s” shall be treated as a PCB-containing light ballast to be removed and disposed of per these Specifications and applicable regulations.
  - 1. Include if found, any external capacitors on HID fixtures not clearly labeled as being PCB-free.
- C. Fluorescent tubes, exit signs, and thermostats shall be disposed at a proper facility.
- D. The following is an approximate quantity of PCB-containing light ballasts, exit signs, thermostats, and fluorescent light tubes to be removed.
  - 1. Verify the quantity, size, types of light fixtures from which the ballasts and light tubes will be removed from at the site.
    - a. PCB-Containing Light Ballasts:
      - 1) 13433 SE 30<sup>th</sup> Warehouse - approximately 148.
      - 2) 13429 SE 30<sup>th</sup> Street Warehouse - approximately 101.
      - 3) 13600 SE 32<sup>th</sup> Street Transfer Station - approximately 49.
    - b. Exit Signs:
      - 1) 13433 SE 30<sup>th</sup> Warehouse - approximately 9.
      - 2) 13429 SE 30<sup>th</sup> Street Warehouse - approximately 7.
    - c. Thermostats:
      - 1) 13433 SE 30<sup>th</sup> Warehouse - approximately 11.
      - 2) 13429 SE 30<sup>th</sup> Street Warehouse - approximately 5.
    - d. Fluorescent Light Bulbs:
      - 1) 13433 SE 30<sup>th</sup> Warehouse - approximately 289.
      - 2) 13429 SE 30<sup>th</sup> Street Warehouse - approximately 164.
      - 3) 13600 SE 32<sup>th</sup> Street Transfer Station - approximately 57.
- E. PCB and mercury containing light fixtures, fluorescent tubes, exit signs, the thermostats cannot be disposed of in a Subtitle D landfill.
  - 1. Contact local recycling companies specializing in the disposal of these materials.
  - 2. If any fees are required for recycling and disposal, pay these fees.
- F. If a spill occurs, contact the Project Representative.
- G. Record Keeping:
  - 1. Within thirty (30) days of completion of all hazardous containing building material removal work, the Contractor shall provide a complete record and storage data to the Project Representative.
  - 2. The record data shall include but not limited to the following.
    - a. Name of the firm performing the Work.

- b. Manufacturer and serial number, if available, of the ballasts exit signs and thermostats, date removed, location removed from, approximate weight, and date disposed.
  - c. Description of the containers the materials were stored in.
  - d. Submit any recycling receipts.
  - e. Owner's WAD: 988508693.
3. The completed and signed three part final manifest form shall be returned to King County.
- a. Each of the following parties shall receive one part of the three part final manifest form, King County, the transporter, and the receiving facility.

**PART 2 – PRODUCTS – NOT USED**

**PART 3 – EXECUTION – NOT USED**

**END OF SECTION 01 91 10**



**SECTION 01 95 00  
COMMISSIONING REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes the following:
  - 1. Commissioning Team Objectives.
  - 2. Commissioning Requirements.
- B. Related Sections:
  - 1. Section 01 81 90 – Air Quality Management.
  - 2. Division 03 – Concrete.
  - 3. Division 05 – Metals.
  - 4. Division 06 – Wood, Plastics, and Composites.
  - 5. Division 07 – Thermal Moisture Protection.
  - 6. Division 08 – Openings.
  - 7. Division 09 – Finishes.
  - 8. Division 10 – Specialties.
  - 9. Division 11 – Equipment.
  - 10. Division 21 – Fire Suppression.
  - 11. Division 22 – Plumbing.
  - 12. Division 23 – Heating, Ventilating, and Air-Conditioning (HVAC).
  - 13. Division 26 – Electrical.
  - 14. Division 27 – Communications.
  - 15. Division 28 – Electronic Safety and Security.
  - 16. Division 32 – Exterior Improvements.
  - 17. Division 33 – Utilities.
  - 18. Division 40 – Process Integration.

**1.02 DEFINITIONS AND ACRONYMS**

- A. AHJ: Authority having jurisdiction.
- B. BAS: Building Automation System.
- C. CxA: Abbreviation representing the Commissioning Authority; the entity or person employed by the Owner through the Project Representative to administer the Commissioning Plan.
- D. Cx: Abbreviation representing commissioning activities.

- E. CxT: Abbreviation representing the Commissioning Team, a core group consisting of the Contractor, CxA, A/E Representative, and Project Representative.
- F. Deficiency: an installation or condition that is not in conformance with the Contract Documents, the design intent, or both.
- G. IEQ: Indoor Environmental Quality.
- H. Installation Audit: Observations of the systems as they are installed. Observations are performed and documented by the CxA.
- I. Intent: The aim and purpose of the system.
- J. FPT: Functional Performance Testing.
- K. PLA: Project Labor Agreement.
- L. SCADA: Supervisory Control and Data Acquisition. A control system other than the BAS used in monitoring and reporting various building operating data to Cedar Hills Regional Landfill.
- M. Start-up: Used to refer to the static testing or check out of systems or equipment to ensure that they are complete, properly installed, and ready for FPT. This is documented via checklists or forms provided by the Contractor.
- N. Start-up Event: The first instance when equipment, system, or a component is activated. Prerequisites include permanent connection to power and Installation Audit.
- O. TAB Firm: Testing and Balancing Firm on the Contractor's team.
- P. TDS: Total Dissolved Solids.
- Q. Trend Logs: Monitoring and recording a history of parameters using the energy management system.

### **1.03 COMMISSIONING TEAM OBJECTIVES**

- A. The commissioning process shall be jointly executed by the CxT to meet the following objectives:
  1. Ensure that systems and equipment are installed correctly with sufficient access for maintenance and operation.
  2. Provide oversight of the Contractor's Start-up and testing as defined in the Contract Documents.
  3. Incorporate commissioning activities into the schedules.
  4. Provide and execute a set of repeatable, step-by-step set of testing procedures (Functional Performance Tests) in order to demonstrate system compliance with the design intent and to provide a format for future re-commissioning.
  5. Ensure that systems operate with minimized energy usage.
  6. Identify system installation and operational deficiencies and ensure that resolution of those deficiencies occurs in a timely manner.
  7. Ensure that Operation and Maintenance (O&M) documentation is complete and useful.

8. Ensure that Owner's operating personnel are sufficiently trained before the time of building systems turnover to the Owner.

**1.04 COMMISSIONING REQUIREMENTS**

- A. Commissioning of specific building systems and equipment shall be accomplished by the CxT through five major commissioning activities as follows:
  1. Installation Audit.
  2. Equipment Start-up oversight.
  3. Functional Performance Testing.
  4. O&M and Record Documentation Submittals.
  5. Owner Training.
- B. The following building assemblies, systems, and equipment shall be commissioned:

Note: Commissioning activities for O&M/Record Documentation and Owner Training shall be applied to all assemblies, equipment, and systems listed in this matrix.	Installation Audit	Start-up	FPT
<b>HVAC</b>			
Air Handling Unit Equipment and Systems	✓	✓	✓
Exhaust Fan Equipment	✓	✓	✓
Supply Fan Equipment	✓	✓	✓
Heat Pump Equipment and Systems	✓	✓	✓
Unit Heater Equipment and Systems	✓	✓	✓
Variable Air Volume (VAV) Units	✓	✓	✓
Pumps and Pumping Systems	✓	✓	✓
TAB Verification			✓
Instrumentation and Controls Equipment and Systems	✓	✓	✓
Piping Distribution System - Hydronic Piping	✓	✓	
Ductwork Damper Systems	✓	✓	
Hydronic Specialty Systems	✓	✓	✓
Condenser Equipment and Systems	✓	✓	✓
<b>Plumbing and Process Integration</b>			
Piping Distribution Systems	✓	✓	
Heat Trace	✓	✓	✓
Reduced Pressure Backflow Protection (RPBPs)	✓	✓	
Piping Distribution System - Sanitary Waste and Vent	✓	✓	
Plumbing Fixtures and Fixture Controls	✓	✓	✓
Domestic Hot Water System	✓	✓	✓

Note: Commissioning activities for O&M/Record Documentation and Owner Training shall be applied to all assemblies, equipment, and systems listed in this matrix.	Installation Audit	Start-up	FPT
Water Pressure Safety Relief Valves	✓	✓	
Pressure Reducing Valve Equipment and Systems	✓	✓	
Oil Water Separators	✓	✓	
Wastewater Meter	✓	✓	✓
Hot Load Valves	✓	✓	✓
Drainage System Valves	✓	✓	✓
Compressed Air	✓	✓	✓
Facility Wash Down System	✓	✓	✓
Dust and Odor Misting System	✓	✓	✓
Trap Primers Equipment and Systems	✓	✓	✓
Emergency Showers and Eyewashes	✓	✓	✓
Fire Protection Sprinkler	✓	✓	✓
SCADA Controls Equipment and Systems	✓	✓	✓
<b>Electrical</b>			
Electrical Subcontractor (EC) Testing – Receptacles	✓	✓	
EC Testing – Conductors (600V)	✓	✓	
EC Testing – Motors	✓	✓	
EC Testing – VFDs	✓	✓	
EC Testing – Lighting Protection	✓	✓	
EC Testing – Coordination Study Settings	✓	✓	
EC Testing – Dry Type Transformers	✓	✓	
3 <sup>rd</sup> Party Electrical Testing Agency (ETA) Testing – Metering	✓	✓	
3 <sup>rd</sup> Party ETA Testing – Automatic Transfer Switches (ATSs)	✓	✓	
Equipment Operation Under Emergency Power including Restart	✓	✓	✓
Egress Lighting and Signage (Tested under Emergency Power)	✓		✓
Lighting Controls Equipment and Systems –Photocells	✓	✓	✓
Lighting Controls Equipment and Systems – Interior Occupancy Sensors	✓	✓	✓
Lighting Controls Equipment and Systems – Interior Relay Control Panels	✓	✓	✓
Lighting Controls Equipment and Systems – Interior Dimming Controls	✓	✓	✓
Lighting Controls Equipment and Systems – Exterior Lighting Controls	✓	✓	✓
<b>Electronic Safety and Security</b>			
Security and Access	✓	✓	✓

Note: Commissioning activities for O&M/Record Documentation and Owner Training shall be applied to all assemblies, equipment, and systems listed in this matrix.	Installation Audit	Start-up	FPT
Overhead Doors	✓	✓	✓
Fire alarm System	✓	✓	✓
Radio Transceivers	✓	✓	✓
Automated Gates	✓	✓	✓
Communications and Horizontal Cabling	✓	✓	✓
Hazardous Gas Alarm Monitoring	✓	✓	✓
<b>Special Systems Commissioning</b>			
Rainwater Collection	✓	✓	✓
BAS	✓	✓	✓
Natural Ventilation	✓		
Fuel Facility Storage and Dispensing	✓	✓	✓
Relocated HHW Storage Lockers	✓	✓	
<b>Equipment Commissioning</b>			
Compactor	✓	✓	✓
Hose Reels	✓	✓	✓

## PART 2 – PRODUCTS

### 2.01 TEST EQUIPMENT AND INSTRUMENTATION

- A. The Contractor shall provide all testing equipment and instrumentation as necessary for startup and functional performance testing of the systems identified to be commissioned.
- B. The Contractor shall provide all proprietary testing equipments and instrumentation required by equipment manufacturer representatives as necessary for startup and functional performance testing.

### 2.02 COMMISSIONING DOCUMENTATION

- A. The commissioning process shall be planned, managed, and documented by the CxT using the following documentation:

Document	Responsible Party		
	CxA *	Contractor**	Both ***
Commissioning Plan	✓		
Owner Project Requirements	✓		
Commissioning Basis of Design	✓		
Commissioning Schedule			✓
Commissioning Installation Audit Forms	✓		
Commissioning Start-up Forms		✓	
Commissioning Start-up Plan		✓	
Commissioning FPT Forms			✓
Commissioning Progress Reports	✓		
Commissioning Issues Matrix	✓		
Commissioning Meeting Minutes	✓		
Commissioning O&M Review	✓		
Commissioning Owner Training Plan			✓
Commissioning Report	✓		

B. Definitions for Responsible Party:

1. \* - Documentation is produced and maintained by the CxA.
2. \*\* - Documentation is be produced by the Contractor.
3. \*\*\* - Documentation is based on the Contractor's construction schedule and is maintained by the CxA. Documentation shall be initially drafted by the CxA with input from the Contractor Draft training plan will be outlined by the CxA and then completed by the Contractor.

**PART 3 – EXECUTION**

**3.01 COMMISSIONING PROCESS**

- A. The CxA shall coordinate the commissioning process with assistance from the various CxT members in order to provide Quality Assurance for the commissioned systems with the intent of meeting the commissioning objectives.
- B. The commissioning process shall include the following activities:
  1. Submittal Review:
    - a. The Project Representative will review the submittals in accordance with Section 01 33 00 – Submittal Procedures.

2. Pre-Commissioning Meeting:
  - a. A meeting shall be held to discuss commissioning roles and responsibilities for the project.
  - b. Attendance:
    - 1) Contractor, including specialty subcontractors and Manufacturers' technical representatives.
    - 2) Project Representative.
    - 3) CxA.
    - 4) Construction Manager.
    - 5) A/E Representative.
    - 6) PLA Administrator.
3. Weekly Commissioning Meetings:
  - a. Weekly commissioning meetings shall be held in accordance with the Commissioning Schedule to track progress of installation, Start-up, progress of draft commissioning documentation, and tracking of construction progress for coordination.
  - b. Attendance:
    - 1) Contractor.
    - 2) Project Representative.
    - 3) CxA.
4. Commissioning Schedule:
  - a. The CxA shall develop the initial Commissioning Schedule in accordance with the Contractor's Baseline/Construction Progress Schedule and will include all commissioning activities, milestones, and pre-requisites.
  - b. The Contractor shall provide input to the CxA.
  - c. The schedule shall be maintained by the CxA.
  - d. The Commissioning Schedule shall be integrated with Contractor's construction schedule.
5. Development of Installation Audit Forms:
  - a. The CxA shall produce draft Installation Audit Forms.
  - b. The CxA, with assistance from the Contractor, shall edit the draft forms such that they are relevant to the specific equipment provided for the Project.
6. Development of Start-up Forms:
  - a. The Contractor shall produce draft Start-up Forms.
  - b. The Contractor, with assistance from the CxA, shall edit the draft forms such that they are relevant to the specific equipment provided for the Project.

- c. For equipment with integral controls or where Manufacturer's Representative start-up is required by the Specifications, the Contractor shall obtain the Manufacturer's actual "blank" start-up forms to be used and forward to the CxA.
7. Development of the Start-up Plan:
  - a. The Contractor shall provide a Start-up Plan for review by the CxA.
  - b. The Start-up Plan shall be provided in a 3-ring binder with a spreadsheet for each subcontractor indicating all Start-up and testing activities relating to that subcontractor, and dividers for each system to be commissioned, filled in with the "blank" Start-up Forms.
  - c. As the Start-up and Start-up testing activities are completed, the "blank" forms are filled out and replaced in the binder.
  - d. The completed Start-up Plan shall be provided to the CxA.
8. Development of FPT Forms:
  - a. The CxA provides the draft FPT procedures.
  - b. The CxA, with assistance from the Contractor, shall edit the draft forms as necessary to conform to the unique and specific provisions and operational characteristics of the equipment or system being provided. They shall also be modified to take into account the unique test instrumentation and safety considerations the specific equipment or systems require for testing purposes.
  - c. The Contractor shall review the procedures to ensure the procedures will not result in damage to equipment or systems and will not result in a safety hazard.
9. Perform Installation Audits:
  - a. The Contractor shall notify the CxA upon determination the equipment or system installation is complete.
  - b. The CxA shall conduct an Installation Audit for that equipment or system.
  - c. Deficiencies found during the Installation Audits will be tracked on the Commissioning Issues Matrix.
  - d. These Installation Audits are separate from the Project Representative's Punch List activities and focus on installation issues that may affect operation.
10. Equipment and System Start-up and Testing:
  - a. As equipment and systems installations are completed, the Contractor shall perform equipment and system start-up and testing witnessed by the CxA in accordance with the Specification requirements.
  - b. The subcontractors and Manufacturer's Representatives shall be responsible for fully completing the start-up forms and submitting them to the CxA to include in the final Start-up Plan and also in the O&M manuals where required. The start-up activities are pre-requisites to the FPT's.

11. TAB Verification of HVAC System:

- a. After the TAB work has been completed, the TAB subcontractor shall perform TAB backchecks witnessed by the CxA and Project Representative.
- b. If the data within the TAB report does not reflect the data gathered from the backchecks, the TAB contractor shall re-perform the TAB work for each system or all affected equipment.

12. Execution of the Functional Performance Tests:

- a. The CxA, with assistance of the subcontractors and equipment vendors, shall execute the commissioning FPTs.
- b. The CxA shall direct, witness and document the FPT.

13. Commissioning Issues Tracking:

- a. The CxA shall maintain a running log of deficiencies found during the commissioning process, called the Commissioning Issues Matrix.
- b. Issues will be tracked on the Commissioning Issues Matrix including responsible parties, date issue was first observed, and progress in resolving the issue.

14. Commissioning Progress Reports: The CxA will produce Commissioning Progress Reports to keep the CxT informed of progress for each system.

15. O&M Manual Review and Meeting:

- a. After the draft O&M Manual documentation is completed, the CxA shall review the manual to ensure the documentation is formatted as required and is complete and useful to the Owner's maintenance personnel.
- b. An O&M review meeting will be held after initial review by the CxA and Project Representative in order to resolve any deviations of the O&M materials not in compliance with the minimum criteria.

16. Owner Training:

- a. The CxA will prepare a draft Owner Training Plan that establishes the format for each training session's minimum criteria.
- b. The draft Owner Training Plan shall:
  - 1) Identify subcontractors and/or equipment vendors required to participate in each training session.
  - 2) Ensure qualified personnel participate and are coordinated to conduct the training sessions.
  - 3) Ensure the minimum criteria will be met for each training session.
- c. The CxA shall track the progress of Owner training, attend each training session, and video record each session as required in the Specifications.

17. Seasonal and Occupied Testing:

- a. Some commissioning functional testing will require certain ambient or occupied conditions be present in order to complete.
- b. The Contractor shall provide qualified personnel to participate in this testing which may occur up to 12 months after the time of Temporary Certificate of Occupancy for the building.

18. Commissioning Report:

- a. The CxA shall provide a draft and final Commissioning Report submission. One copy of the draft Commissioning Report will be turned over to the Owner at Milestone 3. This report will include all commissioning Installation Audits, Start-up Forms/Reports, and commissioning testing documentation to that date and will identify any outstanding tests, deficiencies, and seasonal testing that still needs to be completed.
- b. After all deficiencies, outstanding tests, and seasonal testing have been completed, the CxA shall submit the final Commissioning Report to the Owner.

19. Final Acceptance: Based on the Contractor's completion of all testing and documentation requirements and resolution of commissioning related issues, the CxA shall recommend Final Acceptance of all the systems to the Owner.

**3.02 CRITERIA FOR CONTRACTOR PROVIDED OWNER TRAINING**

- A. The Contractor shall provide required information and participation of the Contractor team and shall coordinate with the CxA to complete the Owner Training Plan.
  1. Coordination is to include Videography of each subject. Videography is provided by the CxA.
- B. The Contractor shall direct its subcontractor and equipment representatives' participation and Owner Training submittals.
- C. Owner Training Submittals:
  1. Contractor shall provide an agenda for each Owner Training Session.
  2. Each session shall be a minimum of four (4) HRS and not more than ten (10) HRS in duration.
  3. The CxA will review the agenda.
  4. The Contractor shall make corrections to agendas in a timely manner and resubmit until no objections are received from the CxA.
- D. Owner Training Session Minimum Criteria:
  1. Systems will be complete, operational and commissioned before training is provided.
  2. Each equipment or system specified for training shall have two separate operational training sessions and one maintenance training session.
    - a. Provide a minimum two week notice prior to each session.

3. Administration and Contact Information:
  - a. Each session shall include the following administrative information:
    - 1) Name of Equipment or System.
    - 2) Contact Information on presenters including name(s), company(s), title(s), address(es), phone number(s), and e-mail address(es).
    - 3) Contact Information for equipment vendor including vendor contact name, company, address, phone number, and e-mail address.
4. Training: Each session shall include the specification reference requiring training for the equipment or system and a brief description of the training requirements including how much training is specified (hours, days, etc.), whether the training is to be conducted on-site or off-site.
5. Training Session Agenda:
  - a. Each training session agenda shall include at a minimum all of the following:
    - 1) Equipment description.
    - 2) Principles of operation.
    - 3) Purpose.
    - 4) Special features.
    - 5) Basic operating procedures (including start-up/shutdown).
    - 6) Safety precautions.
    - 7) Preventative maintenance procedures (using O&M documentation as the basis for the training materials).
    - 8) Troubleshooting procedures (using O&M documentation as the basis for the training materials).
    - 9) Maintaining warranties, guarantees, and warranty periods.
    - 10) Recommended spares.

### **3.03 COMMISSIONING OF HVAC SYSTEMS**

- A. Installation Audit:
  1. At a minimum, the following system aspects shall be verified:
    - a. Identification and labeling of all units and systems.
    - b. Air Handling Unit (AHU) condition and installation.
    - c. Fan condition and installation.
    - d. Equipment hangers and supports installation.
    - e. Installation conditions that may result in adverse fan performance.
    - f. Dampers and damper controls installation and mobility.
    - g. Hydronic coil conditions and installation.

- h. Filter housing condition and filter type.
  - i. Control component installation and wiring.
  - j. Electrical installation, safety devices and code requirements.
  - k. Variable Frequency Drive (VFD) installation and condition.
  - l. VAV unit condition, installation, and components.
  - m. Hydronic water pumps condition, installation, and components.
  - n. Piping, valves, and piping specialties (i.e. gages, strainers, plugs, etc.) installation and placement.
  - o. Insulation installation.
  - p. Air separator condition and installation.
  - q. Expansion tank condition, installation and components.
  - r. Water makeup pressure regulating valve assembly condition, installation, and components.
  - s. Air separator installation and components.
2. LEED® Indoor Air Quality (IAQ) Plan:
- a. Piping and ductwork shall be protected before, during, and after installation from dust and moisture as described in the IAQ Plan.
  - b. Piping and ductwork shall be capped at the ends when not being immediately worked on as described in the IAQ Plan.
- B. Start-Up:
1. At a minimum, the following system procedures shall be performed:
  2. The mechanical systems shall be leak tested, flushed, chemically cleaned, purged, and chemically passivated per the Mechanical Specifications.
    - a. Ductwork shall be pressure leak tested (if applicable) per the Specifications.
      - 1) The Contractor shall document the appropriate pre-test information on the start-up testing form including test number, start date/time, first test/retest, area of system being tested as marked on an 11 by 17 IN small plan, testing instrumentation used including serial number and notations of how the test portion of the system is isolated from the rest of the system.
    - b. Hydronic piping system chemical cleaning and chemical passivation:
      - 1) Chemical cleaning shall occur within 24 HRS of initial clear water flushing to prevent additional rust build-up within piping walls.
        - a) If chemical cleaning is not to occur within 24 HRS of the flushing, the Water Treatment Contractor shall add and distribute (through recirculation), a corrosion inhibitor to the system.

- b) If raw water is left in the system for more than 24 HRS, the Contractor shall be required to re-perform the clear water flushing.
- 2) The Contractor shall document the appropriate pre-test information on the start-up chemical cleaning form including:
    - a) Test number.
    - b) Start date/time.
    - c) First test/retest.
    - d) Area of system being chemically cleaned as marked on small plan.
    - e) Water Treatment Contractor's initial city water sample analysis report.
    - f) Contractor's MSDS (Material Safety Data Sheets) for chemical cleaners to be used.
    - g) Contractor's recommendations on cleaning chemical dosage parameter targets and durations.
    - h) Water supply source being utilized including backflow prevention.
    - i) Approved draining locations and connections to system.
    - j) Notations of how the particular portion of the system to be chemically cleaned is isolated from the rest of the system.
  - 3) Perform the chemical cleaning by adding chemical cleaners and circulating until the system water parameters (pH, TDS, temperature, minimum fluid velocity, and other parameters required) have been met.
  - 4) After chemical cleaning is complete, drain the system completely, refill the system and perform another clear water flush of the entire system, including cleaning of all strainers by pulling all pump suction diffuser strainers, y-pattern pump strainers, back-flush all hydronic coil strainers until they run clear, and blow down all system low point drains until they run clear after flushing is completed.
  - 5) Perform a running flush until the pH and TDS of the water within the piping is approximately equal to the municipal water parameters.
  - 6) Leave the piping filled with water after the chemical cleaning and additional flushing is completed.
  - 7) After chemical cleaning is completed, the Contractor, CxA, and Project Representative shall all sign the test form to verify that the chemical cleaning has been successfully completed.

- 8) Corrosion protection chemical treatment shall be performed on the system immediately after the chemical cleaners have been flushed out of the system.
    - a) If the systems are not chemically treated within 24 HRS of flushing out the chemical cleaners, the Contractor shall employ the chemical treatment contractor to conduct a remedial corrosion program for the affected system to remove flash rusting from the piping system and to restore the system back to clean, clear conditions with no indications of flash rusting.
    - b) This procedure shall be repeated until the system is passivated and there are no indications of flash rusting.
3. HVAC Systems:
    - a. Provide completed start-up sheets indicating that activities have been completed to satisfy the requirements of the Manufacturer, sequence of operation, and the Contract requirements.
    - b. The CxA shall witness all of the fan systems start-up procedures and all of the VFD startup procedures:
      - 1) Fans are bump started manually through motor starter to check for correct motor rotation direction.
      - 2) After the above has been conducted, start-up the VFD.
      - 3) Provide a printed copy of the initial VFD parameter setpoints programmed into the drive to the CxA at successful completion of VFD start-up.
  4. Control System Testing:
    - a. Provide point-to-point sheets indicating that activities have been completed to satisfy the requirements of the Manufacturer, sequence of operation, and the Contract requirements.
    - b. CxA shall witness all point-to-point testing.
    - c. At a minimum, the following shall be verified:
      - 1) Addresses for all points.
      - 2) Calibration of all sensors using certified, calibrated testing instrumentation.
      - 3) Commands, feedback signals and system reactions to satisfy the sequence of operations and requirements.
      - 4) Component accuracy, response, timing, and range.
      - 5) Integrated communications, (i.e. Fire Alarm and VFD).
  5. VAV Units:
    - a. Provide start-up sheets for the VAVs indicating that activities have been completed to satisfy the requirements of the Manufacturer, sequence of operation, and the Contract requirements.
      - 1) Damper is driven fully open and fully closed with no binding.

6. Distribution Pumps:
  - a. Provide start-up sheets for the Distribution Pumps indicating that activities have been completed to satisfy the requirements of the Manufacturer, sequence of operation, and the Contract requirements.
  - b. Verify that pump and motor bearings have been lubricated.
  - c. Verify that base-mounted pumps have been aligned with motor and that a copy of pump alignment report is submitted to the CxA.
  - d. Energize electrical breaker to pump motor starter and check voltages at line side of motor starter.
  - e. Bump start pump manually through motor starter to check for correct motor rotation direction.
7. Expansion Tank:
  - a. Before the tank is connected to the water system, verify with air pressure gauge that the tank air pressure matches the design and labeled pre-charge pressure value.
  - b. After air pressure charge is verified, fill system with water and check bladder for leaks through the air tank drain valve.
  - c. Lock the lockshield-type shut-off valve into the open position.
8. Supply and Exhaust Fan Units:
  - a. Provide start-up sheets for all supply and exhaust fans indicating that activities have been completed to satisfy the requirements of the Manufacturer, sequence of operation, and the Contract requirements.
  - b. The CxA shall witness the first full start-up of the fan systems and all of the VFD start-up procedures:
    - 1) Verify that hydronic coil strainers have been blown down, air vents purged, and low point drains have been opened to remove any trapped dirt or sludge.
    - 2) Inspect hydronic coils, piping, valves, and piping connections for any signs of leakage.
    - 3) Verify that fan and motor sheaves are aligned in parallel plane and belt(s) tension adjusted.
    - 4) Verify that fan bearings are properly greased.
    - 5) Energize electrical breaker to fan motor starter and check voltages at line side of motor starter.
    - 6) Verify that the NEMA starter size matches the motor size for fans provided with line voltage starters.
    - 7) For fans provided with VFD's, verify the VFD starter is installed and wiring complete. Verify VFD size with motor size.
    - 8) Bump start fan manually through motor starter to check for correct motor rotation direction.

- 9) Provide a printed copy of the initial VFD parameter setpoints programmed into the drive to the CxA at successful completion of VFD startup.

C. Functional Performance Testing:

1. General:
  - a. Functional performance testing shall be conducted in accordance with the FPT procedures produced by the CxA. The CxA leads the testing with assistance from the Contractor.
  - b. Where trending information is required to demonstrate functionality, the BAS Controls Contractor shall set up the trend and present the trend data in graphical format to the CxA when the trend is completed.
2. Acceptance Criteria: Demonstrate to the satisfaction of the CxA and Project Representatives the functions and features meet the acceptance criteria as listed in the Specifications, the Manufacturer's instructions, and the sequence of operations.
3. Air Handling Units: Safety Devices and Alarms:
  - a. All safety devices and alarms shall be tested before system operation.
  - b. Safety Devices and Alarm Testing:
    - 1) At a minimum test status alarms, VFD alarms, filter alarms, freeze-stat alarm and shutdown; and static pressure safety devices.
  - c. Verify that the fans cannot be started during an alarm event that results in the shutdown of the system.
  - d. Verify the systems automatically restart after the alarm is cleared.
4. Monitoring and Status:
  - a. Fan Operating Status:
    - 1) BAS correctly indicates fan ON and OFF status regardless of motor starter (VFD) status.
5. Shutdown Operating Mode:
  - a. Shutdown Mode Initiation through BAS Software Switch (each System):
    - 1) AHU components posture to the expected positions during shutdown operating mode.
6. Occupied Operating Mode:
  - a. At a minimum test the following occupied operating mode for each system:
    - 1) Orderly start-up from Shutdown to Occupied Mode (each system).
    - 2) System Duct Static Pressure Control (AHU-T1).
    - 3) System Supply Air Temperature Control (supply fan systems).
7. Intersystem Testing: Supply Fan Shutdown from Duct Smoke Detector (AHU-T1).

8. System Operation Under Emergency Power: Shutdown and restart recovery.
9. Hydronic Coil Capacity: Test heating coil capacity when ambient conditions are favorable to recreate the design entering air temperature, dB (dry bulb) and wB (wet bulb).
10. VAV Units in Occupied Operating Mode:
  - a. VAV Airflow Control (each VAV).
11. Digital Controls User Interface:
  - a. Access and security.
  - b. Verification of display accuracy including floor plans.
  - c. Point verification.
  - d. Sequences are tested as a part of each system functional test.

### **3.04 COMMISSIONING INSTALLATION AUDIT OF PLUMBING**

- A. Upon completion of installation the CxA provides periodic observations of the Plumbing systems equipment and installation as constructed.
- B. Observations shall commence with arrival of components on the job site and continue until installation is completed.
- C. The CxA prepares installation audit reports for each system.
- D. Any deficiencies noted shall be included on the Commissioning Issues List.
- E. At a minimum, the following equipment and system aspects shall be verified:
  1. Piping Distribution Systems – Domestic Hot / Cold Water, rainwater / washdown distribution.
    - a. Hangers use and spacing.
    - b. Vibration Isolation requirements.
    - c. Seismic Restraint requirements.
    - d. Piping Specialties installation including but not limited to:
      - 1) Pressure gages.
      - 2) All temperature sensors.
      - 3) Pressure test ports.
      - 4) Calibrated balancing valves.
      - 5) Water hammer arrestors.
      - 6) Pipe sleeves.
    - e. Insulation installation.
    - f. Electric Heat Tape installation.
    - g. LEED Indoor Air Quality (IAQ) Plan:
      - 1) Piping shall be protected before, during, and after installation from dust and moisture as described in the IAQ Plan.

- 2) Piping shall be capped at the ends when not being immediately worked on as described in the IAQ Plan.
2. Piping Distribution Systems – Sanitary Waste and Vent:
  - a. Hangers use and spacing.
  - b. Cleanouts.
3. Piping Distribution Systems – Compressed Air:
  - a. General:
    - 1) Where compressed air is used for dry fire sprinkler zones, the piping contains no shutoff valves (except at compressor discharge), no filters, no dryers, or any other possible interruptions.
  - b. Hangers and spacing.
  - c. Piping Specialties installation including but not limited to:
    - 1) Pressure gages.
    - 2) Pressure reducing valves.
    - 3) Air dryer.
4. RPBP's installation (each).
5. Trap Primers installation and access.
6. Hot Water Recirculation Pump installation and condition.
7. Oil Water Separators vault installation, rack installation, and access.
8. Hot Load Valves installation.
9. Compressor installation and condition.
10. Fire Protection Sprinkler installation.
11. Dust and Odor Misting Systems installation and condition.

### **3.05 COMMISSIONING STARTUP OVERSIGHT OF PLUMBING**

- A. Commissioning Startup Oversight of Piping Distribution Systems:
  1. The mechanical piping distribution systems shall be leakage tested, flushed, chemically cleaned, purged, and chemically passivated per the Mechanical Specifications.
  2. The washdown water systems (rainwater distribution) shall be leakage tested, flushed, and sanitized per the Mechanical Specifications.
  3. The Water Utility Systems shall be leakage tested, flushed, and sanitized per the utility Specifications.
  4. The Wastewater Systems shall be pressure tested per the utility Specifications.
  5. CxA and Project Representative shall witness the mechanical distribution systems startup testing.

6. Piping Leakage Testing:

- a. The following systems are required to be pressure leakage tested:
  - 1) Domestic Hot and Cold Water Piping Distribution Systems.
  - 2) Rainwater collection distribution system.
  - 3) Compressed Air Piping Distribution Systems.
  - 4) Water Utility Systems.
  - 5) Wastewater Systems.
- b. The test media, pressure, and required duration are specified in the mechanical specifications for each system.
- c. When the CxA and Project Representative arrive on-site to witness the piping leakage testing, the Contractor shall have the appropriate pre-test information filled out on the startup testing form including test number, start date and time, first test (or retest), area of system being tested as marked on an 11 by 17 IN small plan, testing instrumentation used including serial number, and notations of how the test portion of the system is isolated from the rest of the system.
- d. The CxA, Project Representative, and Contractor shall first make a walk-through of the portion of the system to be tested to verify that the system is ready and properly isolated for the purpose of the test.
- e. Contractor shall perform the pressure testing to prove that the section meets the maximum leakage criteria.
- f. After testing is completed, the Contractor, CxA and Project Representative will all sign the test form to verify the test procedure has been witnessed and has either passed or failed.
- g. If the test failed, the Contractor shall make all repairs necessary to bring the system into compliance and shall schedule a retest of the portion of the system for the CxA and Project Representative to witness.

7. Piping System Flushing:

- a. The following systems are required to be flushed clean with City of Bellevue water:
  - 1) Domestic Hot and Cold Water Piping Distribution Systems.
  - 2) Rainwater collection distribution system.
  - 3) Water Utilities Systems.
- b. When the CxA and Project Representative arrive on-site to witness the piping flushing, the Contractor shall have the appropriate pre-test information filled out on the startup flushing form including test number, start date and time, first test (or retest), area of system being flushed as marked on small plan, water supply source being utilized including backflow prevention, draining locations and connections to system, and notations of how the test portion of the system is isolated from the rest of the system.

- c. The CxA, Project Representative, and Contractor shall first make a walk-through of the portion of the system to be flushed to verify the system is ready, properly isolated for the purpose of the test, all valves are open (or postured to allow for flushing flow), the water supply is appropriate, and the drain locations are appropriate and have been approved by the Owner and Project Representative.
  - d. Contractor shall perform the flushing until the system is clear to the satisfaction of the CxA and Project Representative.
  - e. After flushing is complete, Contractor shall clean all strainers by pulling all pump suction diffuser strainers, y-pattern pump strainers, back-flush all hydronic coil strainers until they run clear, and blow down all system low point drains until they run clear.
  - f. After flushing is completed, the Contractor, CxA, and Project Representative shall all sign the test form to verify the flushing has been successfully completed or failed.
  - g. If the flushing failed to produce clear water throughout the system, the Contractor shall make all repairs necessary to bring the system into compliance and shall schedule a reflush of the portion of the system for the CxA and Project Representative to witness.
  - h. The piping shall be left filled with water after flushing is completed. If chemical cleaning is not to occur within 24 HRS of the flushing, the Water Treatment Contractor shall add and distribute (through recirculation) a corrosion inhibitor to the system.
8. Piping System Sanitization:
- a. The following systems are required to be sanitized:
    - 1) Domestic Hot and Cold Water Piping Distribution Systems.
    - 2) Water Mains.
  - b. When the CxA and Project Representative arrive on-site to witness the piping sanitization, the Contractor shall have the appropriate pre-test information filled out on the startup sanitization form including test number, start date and time, first test (or retest), area of system being sanitized as marked on small plan, and notations of how the particular portion of the system to be sanitized is isolated from the rest of the system.
  - c. Water Treatment Contractor shall introduce sanitization chemical (sodium hypochlorite or other as described in the startup plan) into system and run fixtures to fully distribute through the system until all portions of the system are dosed to the minimum concentration. Water Treatment Contractor shall sample fixtures to determine adequate distribution of sanitization chemicals. Sanitization chemical shall be left in system for duration recommended by Water Treatment Contractor.

- d. After chemical sanitization is complete, the entire system shall be flushed by opening all outlets until all sanitization chemicals are flushed out of the system. Contractor shall perform the flushing until the system is clear to the satisfaction of the CxA and the Project Representatives.
  - e. After sanitization is completed, the Contractor, CxA and Project Representative shall all sign the test form to verify that the sanitization has been successfully completed.
  - f. After flushing is complete, Water Treatment Contractor shall take water samples at all remote fixtures and other locations required by the AHJ and send the samples to an independent water testing laboratory for verification that the system has been sufficiently sanitized.
  - g. The Contractor and the Water Treatment Contractor shall be required to re-perform all sanitization testing for the entire system if any one portion of the system fails to pass the laboratory analysis.
- B. Pressure Reducing Valves (each): Setpoint verification.
- C. Water Service Cross Connection (RPBPs):
- 1. Witness of municipality or qualified testing agency testing of reduced pressure backflow preventer devices.
  - 2. Proper tagging.
- D. Trailer Parking Valves:
- 1. Normal-state orientation.
  - 2. Open and close operation.
- E. Stormwater Detention Vault Valve:
- 1. Normal-state orientation.
  - 2. Open and close operation.
- F. Hot Load Valves:
- 1. Normal-state orientation.
  - 2. Open and close operation.
- G. Dust and Odor Misting System: Factory start-up witness.
- H. Flow Meters: Calibration.
- I. Booster Pump Station:
- 1. Witness factory pump start-up.
  - 2. Witness VFD start-up.
- J. Vaults:
- 1. Level switch functions.
  - 2. Levels are hand operated to witness feedback.

### **3.06 COMMISSIONING FUNCTIONAL PERFORMANCE TESTING OF PLUMBING**

#### **A. General:**

1. Functional performance testing shall be conducted per the FPT procedures produced by the CxA.
2. The CxA leads the testing with assistance from the Mechanical Contractor, BAS Controls Contractor, and TAB Contractor.
3. Where trending information is required to demonstrate functionality, the BAS Controls Contractor shall set up the trend and present the trend data in graphical format to the CxA when the trend is completed.

#### **B. Acceptance Criteria: Demonstrate to the satisfaction of the CxA and Project Representatives the functions and features meet the acceptance criteria as listed in this Section.**

#### **C. Fixtures:**

1. Operation:
  - a. Test fixture by for smooth operation and control.
  - b. Test temperature operation where relevant.
    - 1) Time duration of hot water to faucet.
  - c. Verify Shower controls are set.

#### **D. Water Pressure Safety Relief Valves (each): Safe operation.**

#### **E. Trap Primers: Verify water is distributed equally to all connected drain traps.**

#### **F. Emergency Eyewash Stations:**

1. Operation:
  - a. Complies with the testing acceptance criteria of ANSI Z358.1.
  - b. Fixtures maintain the 0.4 GAL per minute (GPM) requirement.
  - c. Flow pattern from the eyewash fixture meets the minimum requirements of test pattern standard.
  - d. The water temperature is maintained at the tempered setpoint (under no conditions shall it be less than 60 DegF or greater than 100 DegF).

#### **G. Emergency Shower Stations:**

1. Operation:
  - a. Complies with the testing acceptance criteria of ANSI Z358.1.
  - b. Fixtures maintain the 20 gpm requirement.
  - c. Flow diameter from shower head meets the minimum diameter required at the test height specified by ANSI Z358.1.
  - d. The water temperature is maintained at the tempered setpoint (under no conditions shall it be less than 60 DegF or greater than 100 DegF).

#### **H. Compressor:**

1. Automatic operation.

- 2. Power loss automatic restart.
- 3. Alarms.
- I. Fire Protection Sprinkler: Tested in association with the Fire Department.
- J. Heat Trace:
  - 1. Operation through the thermostat.
  - 2. Continuity.
  - 3. Total amperage.
- K. Dust and Odor Misting System:
  - 1. Associated radio transceiver operation.
  - 2. Timer adjustments and operation.
  - 3. Misting lockout controls for complete operation.
- L. Facility Washdown System:
  - 1. Pump timing response.
  - 2. Shutdown response.
  - 3. Pressure control.
  - 4. Filtering.
  - 5. Alarms.
  - 6. SCADA interface.
  - 7. Safeties.
- M. Trailer Parking Valves:
  - 1. SCADA sequencing and feedback.
  - 2. Valve open and close operation.
  - 3. Indication lights.
- N. Stormwater Detention Vault:
  - 1. SCADA sequencing and feedback.
  - 2. Valve open and close operation.
  - 3. Indication lights.
- O. Hot Load Valves:
  - 1. SCADA sequencing and feedback.
  - 2. Valve open and close operation.
  - 3. Indication lights.
- P. Flow Meters: SCADA feedback and calculations.
- Q. Booster Pump Station:
  - 1. SCADA sequencing and feedback.
  - 2. Pump automatic control and pressure stability.

3. Indication lights.
4. Filtering.

R. Wastewater Meter:

1. Calibration.

S. Vaults:

1. SCADA sequencing and feedback.
2. Valve open and close operation.
3. Indication lights.
4. Levels are hand operated to witness feedback.

**3.07 COMMISSIONING INSTALLATION AUDIT OF ELECTRICAL SYSTEMS**

- A. Upon completion of installation the CxA shall provide periodic observations of the electrical systems equipment and installation as constructed.
- B. Observations shall commence with arrival of components on the job site and continue until installation is completed.
- C. The CxA prepares installation audit reports for each system.
- D. Any deficiencies noted shall be included on the Commissioning Issues List.
- E. At a minimum, the following equipment and system aspects shall be verified:
  1. Identification and Labeling.
  2. Wiring installation and conditions.
  3. Bus Ducts installation, condition and torque.
  4. Service Grounding installation, condition, and bonding.
  5. Engine Generator and Energy Transfer Systems installation and condition.
  6. Lighting Controls Equipment installation and condition.
  7. Emergency lighting installation and locations.

**3.08 COMMISSIONING STARTUP OVERSIGHT OF ELECTRICAL**

- A. All electrical systems and power wiring is verified for safety by the Contractor before startup of any system.
- B. CxA and Project Representative shall witness the power distribution systems startup testing.
- C. Contractor Testing:
  1. Feeders:
    - a. All feeders are tested for insulation resistance. The CxA witnesses all Feeder Megger Testing.
    - b. Provide documentation of results.

2. Main Switchgear Startup:
    - a. The CxA witnesses the full startup of the switchgear by factory authorized representative.
    - b. Contractor shall provide manufacturer's startup sheets for switchgear indicating that each activity has been completed.
  3. Coordination Study Settings are set and verified.
  4. Metering is calibrated.
  5. Engine Generator is started by the factory representative using load banks equal to the load of the generator for the required duration.
  6. Automatic Transfer Switches settings and monitoring.
  7. SCADA interfaces.
  8. Coordinate start-up with VFD start-up technician.
- D. Emergency Power System:
1. ATS Startup & Testing:
    - a. The CxA witnesses the first full startup and testing of the ATSS.
    - b. Contractor shall schedule startup of the ATSS.
    - c. Contractor to provide the manufacturer's startup sheets indicating that each activity has been completed as follows.
      - 1) Installation Audit has been performed and all deficiency items for the unit have been resolved.
      - 2) A simulated power outage condition causes ATS to transfer and emergency loads to be energized within allotted time.
      - 3) ATS emergency power transfer and normal power transfer occur normally.
- E. Lighting Control Systems:
1. Occupancy Sensors:
    - a. Sensitivity setting.
    - b. Correct zone response.
  2. Photocells:
    - a. Adjustment.
    - b. Correct zone response.
  3. Lighting Controls.
    - a. Scheduled times for lighting ON/OFF.
    - b. Switch response.
    - c. Light levels.

### **3.09 COMMISSIONING FUNCTIONAL PERFORMANCE TESTING OF ELECTRICAL**

#### **A. Witnessed Contractor Testing:**

1. General:
  - a. CxA witnesses the Contractor testing.
  - b. The Contractor shall lead the testing.
2. Acceptance Criteria: Demonstrate to the satisfaction of the CxA and Project Representatives the tested functions and features meet the acceptance criteria as listed in this Section.
3. Receptacles:
  - a. Receptacle Polarity Test:
    - 1) Every receptacle installed under this contract is tested and any faults are fixed.
    - 2) Source breaker verification.
  - b. Ground-Fault Receptacle Circuit Interrupter Tests:
    - 1) Each receptacle or branch circuit breaker having ground-fault circuit protection, do not operate when subjected to a ground fault current of less than 4mA.
    - 2) Each receptacle or branch circuit breaker having ground-fault circuit protection, operate when subjected to a ground fault current exceeding 6mA.
  - c. Replace failed receptacles and retest.
4. Motors:
  - a. Installation Inspection to confirm installation and wiring connections are correct.
  - b. Insulation Resistance for all motor >10HP is appropriate for motor.
  - c. Motor rotation is correct.
5. Power Systems Testing Under Building Load:
  - a. Panelboard Load Balance: Panelboard loads balance to within 15 percent between phases for average load.
  - b. Motor Loads: Actual motor currents noted for motors 1 HP and higher.

#### **B. Emergency Power Systems:**

1. General:
  - a. CxA witnesses the Contractor testing.
  - b. The Contractor shall lead the testing.
2. Acceptance Criteria: Demonstrate to the satisfaction of the CxA and Project Representatives the functions and features meet the acceptance criteria as listed in this Section.

3. Safeties and Alarms:
    - a. Generator Alarms.
    - b. SCADA interface.
  4. Emergency Power Mode (Loss of Normal Power):
    - a. Emergency Power Sequencing:
      - 1) ATS switches are transferred to emergency power.
      - 2) Emergency loads are supplied in assigned priorities.
        - a) Life Safety Branch (Priority 1) is automatically restored first.
        - b) Optional/Standby Equipment Branch (Priority 2) is automatically restored second.
  5. Equipment Emergency Power Operation:
    - a. Test the following equipment to verify it operates as specified during emergency power and is tied to the correct emergency power branch.
      - 1) Life Safety Branch (Priority 1) Equipment:
        - a) Egress lighting fixtures and signage.
        - b) Fire alarm system.
      - 2) Optional/Standby Equipment Branch (Priority 2):
        - a) Emergency receptacles.
- C. Lighting Control Systems:
1. General:
    - a. Functional performance testing shall be conducted per the FPT procedures produced by the CxA.
    - b. The CxA leads the testing with assistance from the Electrical Subcontractor.
  2. Acceptance Criteria: Demonstrate to the satisfaction of the CxA and Project Representatives the functions and features meet the acceptance criteria as listed in this Section.
  3. Occupancy Sensors:
    - a. ON/OFF Switching Response to IR Motion or Sound (each):
      - 1) Each occupancy sensor turns on per detection of little motion at the associated area(s).
      - 2) The unit LED illuminates to indicate detection.
      - 3) The correct lighting fixtures within the zone turn on.

- b. Focusing: The sensor sensitivity is adjusted such that it does not respond to motion outside of the entrance door to the room or through an adjacent window but is still sensitive enough to respond appropriately to little motion at the workstations.
  - c. Time Delay: Each sensor is found to be set for factory default time delay and the time delay adjustment is operational.
4. Interior Photocells:
- a. ON/OFF or Stepped Switching Photocells Response to Daylighting (each):
    - 1) The photocell ON and OFF setpoints are adjusted to maintain room lighting levels per the criteria listed on the FPT for the space being tested.
    - 2) The ON/OFF setpoint deadband is great enough to keep the photocell from cycling the lamps ON/OFF near the switching setpoint.
  - b. Continuous Dimming Photocells Response to Daylighting (each):
    - 1) The photocell setpoint is adjusted to maintain space lighting levels per the criteria listed on the FPT for the space being tested. The fixture is continuously dimmed as the daylight level increases. Test with full daylight to ensure that the ballast and lamp lighting level is stable when the lamp is dimmed to its minimum light level (lamp is able to remain illuminated without flickering).
5. Site Lights:
- a. Photocell only operated lights. Controlling photocell is adjusted to allow lights at reasonable daylight loss.
  - b. Shielding preventing light spill into adjacent properties per LEED requirements.

**3.10 COMMISSIONING INSTALLATION AUDIT OF ELECTRONIC SAFETY AND SECURITY**

- A. Upon completion of installation the CxA shall provide periodic observations of the safety and security systems equipment and installation as constructed.
- B. Observations shall commence with arrival of components on the job site and continue until installation is completed.
- C. The CxA shall prepare installation audit reports for each system.
- D. Any deficiencies noted shall be included on the Commissioning Issues List.
- E. At a minimum, the following equipment and system aspects shall be verified:
  - 1. Fire/Smoke Dampers installation and conditions.
  - 2. Duct-Mounted Smoke Detectors installation and conditions.
  - 3. Security and Access panel location, device locations, and wiring.
  - 4. Overhead Doors installation and conditions, operators, remote operators, installation, and conditions.

5. Fire Alarm System panel location, remote enunciator, device locations, installation, and conditions.
6. Radio Transceivers location, installation, and conditions.
7. Communications and horizontal cabling and devices installation and location.
8. Hazardous Gas Alarm Monitoring device locations and installation.

**3.11 COMMISSIONING STARTUP OVERSIGHT OF ELECTRONIC SAFETY AND SECURITY**

- A. CxA and Project Representative shall witness the electronic safety and security systems startup testing.
- B. Overhead Doors:
  1. Manufacturer's representative provides start-up and adjustment.
  2. CxA witnesses start-up.
- C. Hangar Door:
  1. Manufacturer's representative provides start-up and adjustment.
  2. CxA witnesses start-up.
- D. Radio Transceivers are tested in association with the connected equipment and handheld remotes.
- E. Communications and Horizontal Cabling:
  1. Voice and data is Scope tested and testing data is provided to CxA.
  2. Communications between scale house, operations, and Cedar Hills Regional Landfill.
  3. Bandwidth capacity.
- F. Hazardous Gas Alarm Monitoring:
  1. CxA to witness all testing.
  2. Calibrate using canned calibration gasses and witness alarms.
  3. Alarms are cleared and reset.
- G. Fire Alarm System:
  1. Fire/smoke dampers:
    - a. Contractor (with any needed assistance from the subcontractors) shall provide startup and checkout sheets indicating that each fire/smoke damper relay has been powered up and checked out as to demonstrate relay is capable of opening/closing the associated fire/smoke damper(s).
    - b. The CxA witnesses a minimum of 10 percent of the fire/smoke damper checkout to verify that the Contractor is following an appropriate procedure for checkout.
    - c. Test documentation is delivered to the CxA for review.

2. Duct Mounted Smoke Detectors:
  - a. Contractor shall provide startup/checkout sheets indicating that each duct mounted smoke detector has been powered up and checked out as follows:
    - 1) Duct mounted smoke detector activation is detected by the fire alarm control panel with the appropriate device indication.
    - 2) Any directly controlled fan shutdown relay is activated.
  - b. The CxA shall witness a minimum of 10 percent of the duct mounted smoke detector startup/checkout to verify the Contractor is following an appropriate procedure for checkout.
  - c. Test documentation is delivered to the CxA for review.
3. Fan Shutdowns:
  - a. Contractor (with any needed assistance from the subcontractors) shall provide startup/checkout sheets indicating each fire alarm relay associated with fan shutdowns has been powered up and checked out as follows:
    - 1) Fan shutdown relay is capable of disabling the associated fan.
    - 2) A fan disabled by the fire alarm relay can not be activated in any mode while the fire alarm relay has been activated.
  - b. The CxA witnesses all of the fan shutdown startup/checkout to verify the Contractor is following an appropriate procedure for checkout.
  - c. Test documentation is delivered to the CxA for review.
4. Coordination with HVAC Control System:
  - a. Contractor (with any needed assistance from the subcontractors) shall provide startup/checkout sheets indicating that any required interface between the Fire Alarm System and HVAC Control System has been checked out as follows:
    - 1) Shutdown of any fan systems postures the associated control dampers and valves appropriately (i.e. economizer dampers modulate to full recirculation position, control valves close, etc.).
    - 2) Shutdown of any fan systems does not cause high duct static pressure switch activation.
    - 3) A fan disabled by the fire alarm relay can not be activated in any mode while the fire alarm relay has been activated.
  - b. The CxA witnesses all of the HVAC Control system coordination startup/checkout to verify that the Contractor is following an appropriate procedure for checkout.
  - c. Test documentation is delivered to the CxA for review.

### **3.12 COMMISSIONING FUNCTIONAL PERFORMANCE TESTING OF ELECTRONIC SAFETY AND SECURITY**

#### **A. Fire Alarm System:**

1. General:
  - a. CxA witnesses the Contractor testing.
  - b. The Contractor shall lead the testing.
2. Acceptance Criteria: Demonstrate to the satisfaction of the CxA, and Project Representative the functions and features meet the acceptance criteria as listed in this Section.
3. Fire/Smoke Dampers:
  - a. Fire/Smoke Damper Sequencing:
    - 1) The appropriate fire/smoke dampers are closed during a fire alarm event.
    - 2) The fire/smoke dampers close/open in an acceptable timeframe and coordinated with HVAC operation.
4. Duct Mounted Smoke Detectors:
  - a. Duct Mounted Smoke Detector Activation Sequencing:
    - 1) Activation is indicated on the fire alarm control panel.
    - 2) Associated fans/dampers are shutdown during duct mounted smoke detector activation.
5. Fan Shutdowns:
  - a. Fan Shutdown Sequencing:
    - 1) The appropriate fan shutdown relays are activated during a fire alarm event.
    - 2) The associated fans are shutdown in an acceptable timeframe during a fire alarm event.
    - 3) The associated fans are released to operate after the fire alarm event is reset.
6. Coordination with HVAC Control System:
  - a. HVAC Coordination:
    - 1) Dampers and valves are appropriately postured during a fire alarm event.
    - 2) Appropriate delay is programmed after the fire alarm event is reset before the fan is allowed to operate in order to ensure fire/smoke dampers and control dampers are postured to support operation.

### **3.13 COMMISSIONING INSTALLATION AUDIT OF SPECIAL SYSTEMS**

- A. Upon completion of installation the CxA shall provide periodic observations of the special systems equipment and installation as constructed.

- B. Observations shall commence with arrival of components on the Site and continue until installation is completed.
- C. The CxA shall prepare installation audit reports for each system.
- D. Any deficiencies noted shall be included on the Commissioning Issues List.
- E. At a minimum, the following equipment and system aspects shall be verified:
  - 1. Rainwater Collection installation, tank coating, and condition.
  - 2. Lightning Protection installation and bonding.
  - 3. Facility Fuel Storage and Dispensing:
    - a. Tank condition.
    - b. Pipe routing.
    - c. Installation.
  - 4. Relocated HHW Storage Lockers installation.

**3.14 COMMISSIONING STARTUP OVERSIGHT OF SPECIAL SYSTEMS**

- A. CxA and Project Representative shall witness the special systems startup testing.
- B. Rainwater Collection:
  - 1. Tanks are pressure tested before filling.
  - 2. Start-up allows collected rain to divert into the holding tanks.
  - 3. Pump representative is on-site for pumping station start-up.
- C. Facility Fuel Storage and Dispensing:
  - 1. Heaters.
  - 2. Pumps.
  - 3. Safeties.
  - 4. SCADA Interface.
- D. Relocated HHW Storage Lockers:
  - 1. Lighting for both lockers.
  - 2. For larger locker, ventilator, and contained dry chemical fire suppression system.

**3.15 COMMISSIONING FUNCTIONAL PERFORMANCE TESTING OF SPECIAL SYSTEMS**

- A. General:
  - 1. CxA witnesses the Contractor testing.
  - 2. The Contractor shall lead the testing.
- B. Rainwater Collection:
  - 1. Fill.
  - 2. Overflow.

3. Domestic fill.
  4. Filtering.
  5. UV Treatment.
- C. Facility Fuel Storage and Dispensing:
1. Safeties.
  2. Alarms.
  3. Operability.
  4. Metering.
  5. SCADA Interface.
- D. Relocated HHW Storage Lockers:
1. For larger locker, vapor alarm and contained dry chemical fire suppression system.

**3.16 COMMISSIONING INSTALLATION AUDIT OF EQUIPMENT**

- A. Upon completion of installation the CxA shall provide periodic observations of Equipment systems installation as constructed.
- B. Observations shall commence with arrival of components on the job site and continue until installation is completed.
- C. The CxA shall prepare installation audit reports for each system.
- D. Any deficiencies noted shall be included on the Commissioning Issues List.
- E. At a minimum, the following equipment and system aspects shall be verified:
  1. Compactor installation and condition.
  2. Truck Scales installation, equipment and vault conditions.

**3.17 COMMISSIONING STARTUP OVERSIGHT OF EQUIPMENT**

- A. Compactor:
  1. Start-up requires infeed of garbage at various infeed rates to demonstrate satisfactory functioning of equipment over a range of throughput values.
  2. Owner staff is recommended to assist.

**3.18 COMMISSIONING FUNCTIONAL PERFORMANCE TESTING OF EQUIPMENT**

- A. Witnessed Contractor Testing:
  1. General:
    - a. CxA witnesses the Contractor testing.
    - b. The Contractor shall lead the testing.
  2. Compactor:
    - a. Compactor functional testing requires full operation of the compactor.
    - b. The compactor is loaded with MSW under automatic operation.

- c. The compactor must pass a minimum five bales in one (1) HR.

**END OF SECTION 01 95 00**

**SECTION 01 97 50**  
**TRANSITION PERIOD PLANNING AND IMPLEMENTATION ASSISTANCE**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes the following:
1. Transition Period planning.
  2. Transition Period implementation assistance.

**1.02 DEFINITIONS AND ACRONYMS**

- A. Transition Period: Refer to Section 01 10 00 – Summary of Work.

**PART 2 – PRODUCTS – NOT USED**

**PART 3 – EXECUTION**

**3.01 GENERAL**

- A. The Contractor shall collaborate with the Project Representative, the Construction Manager, and the Commissioning Authority in the planning of the Owner's physical and operational move from the existing transfer building and HHW facility to the new Transfer Station and Administration Building upon the completion of Milestone 2 work, and before the start of Milestone 3 work.
1. The Transition Period planning will occur over a period of not less than ninety (90) days preceding the Transition Period.
  2. Contractor's responsibility during this planning period will include participating in weekly meetings of not less than one (1) HR duration of a planning team and actively providing input to the planning effort.
  3. Contractor shall provide the schedule for the Transition Period using the activities and successor-predecessor logic input developed by the planning team.
    - a. Draft Transition Period schedules will be updated by the Contractor in advance of each weekly planning meeting and distributed at least two (2) calendar days before each meeting.
- B. The Contractor is responsible for including the schedule for Transition Period activities in the Baseline and Monthly Schedule Updates as specified in Section 01 32 20 – Scheduling.
- C. In addition to the system commissioning and training required in Section 01 95 00 – Commissioning Requirements, the Contractor shall assist the Owner as necessary during the Transition Period to occupy the new facilities.
1. This assistance could include:
    - a. Answering Owner's staff's questions about the new facilities and equipment.

- b. Responding to all system and equipment fault alarms during the first fifteen (15) days of the Transition Period and then standing by to assist the Owner in responding to such alarms during the remaining days of the Transition Period.
  - c. Correcting facility problems that arise during the Transition Period (warranty responsibilities).
- D. The Contractor will not be responsible to assist the Owner with the physical move of equipment, materials, personal effects of staff, or other elements of the existing facilities to the new facilities, except as noted below. Relocation of these items will be the responsibility of the Owner.
- 1. Contractor shall remove two existing storage lockers from the HHW facility and install these within the new Transfer Building. Product information is provided as Available Information only in accordance with Section 01 10 00 – Summary of Work.
    - a. Owner will remove contents of HHW storage lockers prior to relocation by Contractor.

**END OF SECTION 01 97 50**