

# **Structured Cabling Upgrades Work Order 2026-2028**

## **Contract KC001660**

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**Volume 1 of 1**

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

**June 2026**



**King County**

Department of Information Technology

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**SECTION 00 10 00**  
**INVITATION TO BID**

**Contract Title: Structured Cabling Upgrades Work Order 2026-2028**

**Synopsis:** The Contractor will provide design, installation, scheduled repair, emergency repair, move/add/change services, training, consultation, quotes, walk-throughs, documentation, and procurement required to support the King County Telecommunication and Data Network inside and outside cabling infrastructure needs.

**Bid Due Date/Time:** 07/13/2026/ 1:30:59 PM

**Bid Opening:** Bids will be opened and read as soon as practicable after the Bid Due Date/Time. The Bid Opening will be conducted via Microsoft Teams:

- **Join on your computer or mobile app:**  
Click here to join the meeting:  
<https://teams.microsoft.com/meet/264082250564093?p=rkeQPGJK593mpqyzSt>  
Meeting ID: 264 082 250 564 093  
Passcode: JS7HU3Zz
- **Or call in (audio only)**  
+1-425-653-6586, Conference ID 214 822 607#

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

**Contract Specialist:**

Isaac Johnson, isjohnson@kingcounty.gov, 206-477-6618

**Alternate Contract Specialist:**

Annette Hansford, ahansford@kingcounty.gov, 206-492-6395

**Not-to-Exceed Contract Price:** \$2,500,000.00

**Work site:** Various King County facilities located throughout Washington, primarily for the Information Technology Division.

The work performed under this Contract shall not exceed \$2,500,000.00 and the initial Contract Time shall not exceed 365 calendar days from the date of Contract Execution by the County. The County does not guarantee any minimum amount of work or that the dollar amount of the Work Orders issued will total \$2,500,000.00 during the duration of this Contract. At the County's sole discretion, this Contract may be extended by Contract Modification for an additional 365 calendar days or until the Not to Exceed Contract Price is reached, whichever occurs first.

The County shall review all Work Orders issued under this Contract with an estimated value equal to or greater than \$150,000 to establish a specific required or aspirational level of participation by Certified Firms, Apprentices and or Priority Workers.

**Subcontracting Opportunities:** Install low-voltage structured cabling (CAT6/CAT6A) terminations and testing, install fiber-optic backbone and cabling and patch panels and certification, telecom room build-out (racks, grounding, cable management, labeling), Install wireless access point cabling and hardware, install VoIP and telephony cabling and punch-downs and cross-connects, outside-plant low-voltage cabling (conduit, handholes, fiber pulls), remove

abandoned cabling and restore pathways, telecom system testing, labeling, and providing as-built documentation.

**SCS Utilization Requirements.** 5% minimum requirement for King County Certified Small Contractors and Suppliers (SCS) for the total price of all executed Work Orders.

**Apprenticeship Requirements:** 15% minimum Apprentice Utilization Requirement of the total labor hours worked during the contract.

**Document Holders:** Document Holders list can be viewed at the following website:

<https://kingcounty.gov/depts/finance-business-operations/procurement/for-business/solicitation-resources.aspx>

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

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

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

**END OF SECTION**

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**SECTION 00 20 00**  
**INSTRUCTIONS TO BIDDERS**

**PART 1 — GENERAL BIDDING CONSIDERATIONS**

**1.01 EXAMINATION OF CONTRACT DOCUMENTS AND REGULATIONS**

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

B. Each Bidder has an obligation to notify King County (herein after also referred to as "County") Contract Specialist listed in §00 10 00 Invitation to Bid, in writing, via email, and prior to the bid opening, of any ambiguity or inconsistency in or between the Contract Documents or overly stringent qualifications. Failure to notify the Contract Specialist and the Alternate Contract Specialist, via email, prior to the bid opening of any such ambiguity or inconsistency the Bidder discovered or should have discovered shall result in the waiver of any and all rights of the Bidder to claim additional time or compensation, if the County executes the Contract (i.e., the County signs the Agreement, §00 50 00), relating to or arising from the ambiguity or inconsistency.

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

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

E. The work will be assigned to the Contractor by Work Orders; each Work Order will address the scope of work and time of completion, and shall be performed as directed by the Project Representative and in accordance with the Technical Specifications and Drawings issued with each Work Order. Work will be performed on a time and material basis. The County does not guarantee any minimum amount of work or that the value of the Work Orders issued will total the Not to Exceed Contract Price.

**1.02 ADDENDA & CLARIFICATION OF CONTRACT DOCUMENTS**

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

B. Addenda will be posted to the E-Procurement Supplier Portal at: <https://kingcounty.gov/procurement/supplierportal> and the Solicitation Abstracts page at: <https://kingcounty.gov/procurement/solicitations>.

C. Clarifications will be transmitted, via the E-Procurement system, to registered suppliers. Clarifications are for information purposes only, do not affect any changes to the Contract Documents, and are not part of the Contract Documents.

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

E. In order to participate in a solicitation, all interested firms must register in the E-Procurement Supplier Portal. Registered firms can view solicitation documents at: <https://kingcounty.gov/procurement/supplierportal>.

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

### **1.03 NOT USED**

### **1.04 WAGES**

A. This Contract is subject to Chapters 39.12 and 49.28 RCW, amendments thereto and regulations issued thereunder, relating to prevailing wages, benefits and other requirements. Bidders shall examine and be familiar with such requirements. No claim for additional compensation will be allowed which is based upon a lack of knowledge or a misunderstanding of any such requirements by the Contractor or a failure to include in the Bidder's bid price wages in effect at the time of bid. For the initial 365 days of the Contract, Bidders must comply with the current prevailing wage rates set forth in §00 43 00. If the County elects to extend the Contract for an additional year, the Contractor must comply with the prevailing wage rates in effect at the beginning of the second year for the remainder of the Contract. No other adjustments to wage rates are allowed under this Contract.

### **1.05 PROGRESS AND COMPLETION**

A. Time is of the essence for this Contract. Progress and completion of the each Work Order shall comply with all requirements herein, and intermediate Substantial Completion and Final Completion of a Work Order dates as may be set forth in the Work Orders.

### **1.06 PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES**

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

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

A. A summary of the requirements and instructions is contained in §00 22 00.

### **1.08 NON-DISCRIMINATION IN CONTRACTING**

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

B. The County has an affirmative action policy relating to employment (King County Code chapter 12.16), a non-discrimination in contracting policy (King County Code chapter 12.17), and a fair employment policy (King County Code chapter 12.18). A summary of the requirements, instructions, and submittals is contained in §00 22 00. It is each Bidder's obligation to review this information and comply with all requirements when submitting a bid for this Contract.



## **1.09 RECYCLED PRODUCTS POLICY**

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

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

## **1.10 “OR EQUAL” REQUESTS**

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

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

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

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

## **1.11 CONFLICT OF INTEREST—FORMER COUNTY EMPLOYEES**

A. Organizational Conflict of Interest. An organizational conflict of interest (OCOI) is a real or perceived situation where because of activities, relationships, financial interests, or contracts, a bidder may possess impaired objectivity or an unfair competitive advantage.

1. Bidders may be precluded from proposing or participating in this procurement if they have:
  - (a) A direct or indirect pecuniary or property interest, accepted any compensation, gift or thing of value from any other person beneficially interested in this procurement or hired a former King County employee less than 1 year following separation from King County.
  - (b) Developed or provided guidance on the instructions, scope of work, or evaluation criteria for the procurement.
  - (c) Prepared project-related documents beyond preliminary design, reports, or other similar documents, that were not made available to all bidders.
  - (d) Provided previous services that gave the bidder access to or knowledge of confidential or inside information not available to other bidders.

- (e) Performed work or services under a previous/concurrent contract that may be subject to evaluation or assessment under this procurement. This includes work or services performed by others in which the bidder has a financial interest in.
  - (f) An active role on another contract (e.g. Project Management or Construction Management services) to evaluate or assess work or services performed under this procurement. This includes work or services performed by others which the bidder has a financial interest in.
2. Prior to submitting bids to the County, each bidder shall conduct a review of its past and current contracts and/or affiliations to identify any potential, real, or perceived OCOI related to this procurement. If following that review, a bidder has identified an OCOI related to this procurement, the bidder must seek a written determination from King County regarding the bidder eligibility to propose. King County's written response will be binding. Bidders shall submit written requests to the Contract Specialist identified in §00 10 00 Invitation to Bid. Subconsultants of bidders may seek similar determinations, but the required information must be submitted to King County through the /bidder.
  3. Written requests must include the following information:
    - (a) A detailed description of the specific scope of the previous or concurrent work and how it relates to the scope of work to be performed by the bidder for upcoming work;
    - (b) The identification of any personnel that will be used for the upcoming work that also were involved in the previous or concurrent work and their respective roles on each;
    - (c) A detailed explanation regarding why the bidder believes there is no conflict of interest that would preclude the bidder from performing the scope of work; and
    - (d) Any internal measures that the bidder proposes to implement to eliminate any potential or perceived conflict of interest.
  4. The County, in its sole discretion, may implement additional steps to avoid or mitigate an OCOI.
  5. Discovery of additional information or a change in information over time may necessitate a re-evaluation of the original determination.

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

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

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

## **1.12 EX PARTE COMMUNICATIONS**

A. Bidders are expected to conduct themselves with professional integrity and to refrain from lobbying activities. During the procurement process, commencing with the issuance of the ITB and continuing until the execution of the Contract (or cancellation of the procurement) no employee, member, agent, vendor, advisor, subcontractor or consultant of any bidder 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 ITB. Any verified allegation that a Bidder, subcontractor or team member has engaged in such prohibited communications or attempted to unduly influence the solicitation process shall cause the County to disqualify a bidder or a member of a bidder's team from participating in this process, all at the sole discretion of the County.

## **PART 2 — PREPARATION AND SUBMITTAL OF BIDS**

### **2.01 GENERAL**

A. Bids shall be made on the forms in §00 40 00 and include the bid guaranty. The completed forms constituting the bid shall be in a PDF file format and submitted, using the "Create a Response" button only, directly to the E-Procurement solicitation system. File size is limited to 25 megabytes. Bidders may zip the file to reduce file size or split files to meet the size limitations. All bids must be received before the Close Date/Time listed in the E-Procurement solicitation system. A completed Subcontractor Listing Form for Plumbing, Electrical, and HVAC, included in §00 40 00, shall be submitted in accordance with RCW 39.30.060(1)(a) as part of the bid, by the Close Date/Time. A completed Subcontractor Listing Form for Structural Steel and Rebar Installation, included in §00 40 00, shall be submitted in accordance with RCW 39.30.060(1)(b) either as part of the bid, or via email to the Contract Specialist and cc the Alternate Contract Specialist identified in §00 10 00, within 48 hours after the Close Date/Time. Do not submit the remainder of the Contract Documents. Bidders are warned against making alterations of any kind to the Form of Bid or, if applicable, the Bid Guaranty Bond. Bids which contain omissions, erasures or irregularities of any kind may be rejected. Any qualification, addition, limitation or provision attached to or contained in a bid may render the bid non-responsive. No oral, facsimile, telegraphic or telephonic bids or modifications will be considered.

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

1. By an individual, the Bidder's name, signature, and address must be shown;
2. By a partnership or joint venture, it shall contain the names of each partner, the mailing address of the partnership or joint venture and shall be signed in the firm name, followed by the signature of the person signing, indicating that person's position in the partnership or joint venture; or
3. By a corporation, the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person who signs on behalf of the corporation must be shown.

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

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

## **2.02 TAXES**

A. The County has not determined whether the Work, or a portion thereof, to be performed under this Contract constitutes a "retail sale" as such term is defined in RCW 82.04.050, and if the Contract Price is subject to the State of Washington and local agency retail sales taxes. Therefore, Bidders shall not include such retail sales tax on the Contract Price in their bids or include applicable use taxes in their bids. In accordance with the provisions of this section, the County will pay the Contractor the Washington State sales tax and/or use tax as appropriate on the contract amount.

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

C. After the Contractor has entered into a contract with the County for the work and submitted a Schedule of Values in a format acceptable to the County, the County and the Contractor will work with the Washington State Department of Revenue to determine which portions of the Work, if any, qualify for the retail sales tax exemption pursuant to RCW 82.04.050. The Contract will be amended to add any retail sales tax and use taxes due, as determined by the Washington State Department of Revenue.

D. Washington State sales tax and/or use tax will not be considered for the purposes of calculating the total cost to the County of the bid submitted or determining the lowest Bidder.

## **2.03 BID GUARANTY**

A. The bid shall be accompanied by a PDF file of an original bid guaranty in the amount equal to at least 5% of the Total Bid Price. Upon request by the County, bidder(s) shall provide the original bid guaranty which accompanied their electronic bid. The bid guaranty shall be in one of the following formats and made payable to KING COUNTY: (1) a bid guaranty bond, using either the form provided in §00 43 13 or a form acceptable to the County which contains provisions substantially similar to those in §00 43 13, duly completed by a guaranty company authorized to carry on business in the state of Washington; or (2) a postal money order, a certified check, or cashier's check drawn upon a banking institution with a branch office in the state of Washington. The surety signing the bid guaranty bond shall be registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. Failure to submit the PDF file of the original bid guaranty, or upon request by the County, provide the original bid guaranty, shall render the bid non-responsive and be rejected.

B. The amount payable to the County under the bid guaranty bond, or the certified or cashier's check or postal money order and the amount thereof, as the case may be, shall be forfeited to the County in case of a failure or neglect of the Bidder to furnish, execute and deliver to the County all the forms listed in §00 52 00 within the number of days specified therein, following the issuance of the Intent to Award. Forfeiture of the bid guarantee shall not limit the County's right to recover damages from the Bidder caused by the Bidder's failure to execute the Contract.

C. The County will return bid guarantees of all bidders in accordance with §00 20 00 ¶4.04.

## **2.04 ACKNOWLEDGMENT OF ADDENDA**

A. Each Bidder shall acknowledge all addenda issued during the solicitation in the E-Procurement system.

## **PART 3 — BID EVALUATION AND REJECTION**

### **3.01 OPENING AND POSTPONEMENT OF OPENING**

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

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

C. The official time stamp clock for bid submittal will be the internal clock displayed within the County's E-Procurement system. Late bids will not be accepted.

D. Immediately following the bid opening, firms who have submitted a bid can access the bid submittal results via the E-Procurement Portal.

E. Following the bid opening, typically within 24-48 hours to allow for all required forms, allowed to be submitted after the bid closing time and date, a message will be transmitted, via the E-Procurement system, to registered suppliers that copies of all bid submittals are available to the public via the County's website at: <https://kingcounty.gov/depts/finance-business-operations/procurement/for-business/solicitation-resources.aspx>

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

### **3.02 MODIFICATION AND WITHDRAWAL OF BIDS**

A. Bidders are allowed to revise their submitted bid prior to the Close Date/Time. Bidders will not be allowed to revise their bid after the Close Date/Time.

B. Bidders may be allowed to withdraw their bid for justifiable reasons after the Close Date/Time prior to Contract Execution, only as approved by the County.

### **3.03 BID EXTENSION**

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

### **3.04 BID ERRORS, INFORMALITIES AND IMMATERIAL IRREGULARITIES**

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

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

C. The County reserves the right to correct arithmetical errors and discrepancies between unit prices(s) and extended amount(s) and/or written words or numbers (collectively referred to herein as a "Discrepancy") under the following circumstances:

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

Where 1. through 4. are met, the unit price will always prevail.

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

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

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

### **3.05 BID EVALUATION AND RESULTS**

A. Following the Bid Close Date and Time, bids will be evaluated by County to determine which bid is the lowest, responsive bid submitted by a bidder.

B. The County will request the information, as specified in §00 45 13 Qualifications Information, to determine the low responsive bidders' responsibility.

C. Bid results will be available to all bidders after the Close Date/Time, at:  
<https://kingcounty.gov/procurement/solicitations>

D. Reciprocal Preference for Resident Contractors

1. In accordance with RCW 39.04.380, the County is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a Nonresident Contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that Nonresident Contractor. States that currently provide bidding percentage preferences to resident contractors are: Alaska, Nevada, New Mexico and Wyoming.
2. A "Nonresident Contractor" is a contractor that:
  - (a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and
  - (b) at the time of bidding on a public works project, does not have a physical office located in Washington.

3. The state of residence for a Nonresident Contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed.
4. All Nonresident Contractors will be evaluated by the County for an out of state percentage bidding preference. If the state of the Nonresident Contractor provides a contractor percentage bidding preference, a Comparable Percentage Disadvantage ("CPD") will be applied, by the County, to the Nonresident Contractor's Total Bid Price during bid evaluation. The CPD is the percentage bidding preference advantage, provided by the Nonresident Contractor's home state.
5. For the purpose of determining the low bidder, the County shall multiply the Nonresident Contractor's Total Bid Price by the CPD. The CPD shall be added to the Nonresident Contractor's Total Bid Price which equates to the Nonresident Contractor's Disadvantage Total Bid. This Nonresident Contractor's Disadvantage Total Bid shall be compared to the other bidder(s) Total Bid Price(s) for the solicitation and the bidder with the lowest total bid shall be the low bidder for this solicitation. *See example below.*

**EXAMPLE:**

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

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

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

### **3.06 QUALIFICATIONS OF BIDDER**

A. In accordance with RCW 39.04.350 the low responsive bidder shall demonstrate, to the satisfaction of the County, that the Bidder and/or its project team are responsible and qualified to perform the Work under this Contract. §00 45 13, Responsibility Detail Forms of the Contract Documents contains the mandatory and, if any supplemental criteria, for Bidder responsibility.

B. The Bidder shall complete and submit the required information electronically, via email to the Contract Specialist identified in §00 10 00, within the time specified in §00 45 13.

C. Project examples, submitted with the Qualifications Information, shall have been substantially completed before the Close Date/Time listed in §00 10 00.

D. In the event a Bidder fails to provide qualification information as required in §00 45 13, or other information requested by the County, the Bidder may be rejected as not responsible.

### **3.07 BID EVALUATION CONFERENCE**

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

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

### **3.08 SINGLE BID RECEIVED**

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

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

### **3.09 CANCELLATION OF ITB OR REJECTION OF BIDS**

A. Bidders are advised that the County reserves the right to:

1. Cancel the procurement at any time prior to Contract Execution, or
2. Reject any and all bids for good cause, including, but not limited to:
  - (a) any bid which contains any omission, erasure or irregularity;
  - (b) any bid which has any qualification, addition, limitation, or provision attached to or contained in the bid;
  - (c) any bid in which prices are unbalanced in the opinion of the County;
  - (d) any bid accompanied by insufficient or irregular bid guaranty;
  - (e) any bid found non-responsive by the County;
  - (f) any Bidder found by the County to be not responsible;
  - (g) any bid for which a Bidder fails or neglects to complete and submit any qualifications information within the time specified by the County and as may be otherwise required herein.
  - (h) any bidder found to be debarred by a local, state, or federal agency.

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

C. All costs incurred in the preparation of a Bid and participation in this procurement shall be borne by the bidders.



### **3.10 COLLUSION**

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

### **3.11 PROTEST PROCEDURES**

A. The County's process for receiving protests is available at:  
<http://www.kingcounty.gov/depts/finance-business-operations/procurement/for-business/do-business/protest.aspx>

## **PART 4 — AWARD AND EXECUTION OF CONTRACT**

### **4.01 GENERAL**

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

B. Within five (5) days the Bidder is to execute and deliver to the County all the forms listed in §00 52 00 following the issuance of the Intent to Award.

C. If the Bidder experiences circumstances beyond their control that prevents return of the Contract documents within five (5) days after receiving the Intent to Award, the County may grant up to a maximum of five (5) additional days for return of the forms listed in §00 52 00, provided the County deems the circumstances warrant it. Under no circumstances will the Bidder have more than 10 days to return the properly executed Agreement and Performance and Payment Bond.

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

E. After Contract Execution, the Contractor may download an electronic copy of the executed Contract Documents from the County's E-Procurement system for this contract by logging into the supplier portal:

<https://kingcounty.gov/procurement/supplierportal>

### **4.02 PERFORMANCE AND PAYMENT BOND**

A. The Bidder to whom the County issues the Intent to Award for this Contract shall furnish a Performance and Payment Bond, in accordance with §00 52 00, only on the form provided in §00 61 00, in the amount of 100% of the Not to Exceed amount for this Contract, as security for the faithful performance and completion of the work. Such bond must be executed, dated and sealed by a duly licensed surety(ies) which is registered with the Washington State Insurance Commissioner, and the surety's(ies)' name shall appear in the current Authorized Insurance Company List in the state of Washington published by the Office of the Insurance Commissioner. The surety should be bound by an attorney-in-fact, preferably a resident of this County, but certainly of the State of Washington. The scope of the Performance and Payment Bond or the form herein prescribed shall in no way affect or alter the liabilities of the Contractor to the County under the terms of the Contract Documents. The County may require the surety(ies) to appear and qualify themselves upon the bond. If at any time the County determines, in its sole judgment, that the surety(ies) are insufficient, the County may require the Contractor to furnish additional surety in form and arrangement satisfactory to the County and in

an amount not exceeding that originally required. Payments will not be made on the Contract until sufficient surety as required is furnished.

B. The person signing the Performance and Payment Bond, as Principal, shall also sign the Contract. See §00 20 00 ¶2.01B for the signature requirements.

C. Bidder(s) shall submit a PDF file of the original fully executed Performance and Payment Bond. Upon request by the County, Bidder(s) shall mail the original fully executed Performance and Payment Bond.

#### **4.03 INSURANCE**

A. The County has established certain insurance requirements set forth in §00 62 00. The Bidder to whom the County issues the Intent to Award shall file with the County evidences of and certificates of insurance from insurer(s), as well as additional insured endorsements, certifying to the coverage of all insurance required herein. Any Bidder having questions about the insurance requirements should immediately contact the Contract Specialist identified in §00 10 00. The County will not execute the Contract without approved Insurance documents. Failure to provide Insurance Documents will result in the rejection of the Bidder.

#### **4.04 RETURN OF BID GUARANTIES & ESCROW DOCUMENTATION**

A. Any original hard copy bid guaranties requested and received will be held until the Contract has been fully executed. Thereafter, all original hard copy bid guarantees requested and received, and all PDF copies of bid guarantees in the form of a bond, postal money order, a certified check, or cashier's check will be returned to the respective Bidders. If the County upholds a Bidder's claim of error, the Bidder's bid guaranty will be returned with the County's final determination on the claim of error. The County will also return Bid Guaranties if all bids are rejected.

B. Escrow Bid Documents, if requested, will be returned to unsuccessful bidders along with bid guaranties. The successful bidder will have Escrow Bid Documents returned in accordance §00 46 00.

#### **4.05 EQUAL BENEFITS**

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

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

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

return an Equal Benefits Substantial Compliance Authorization Form to the County prior to Contract Execution.

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

<https://kingcounty.gov/depts/finance-business-operations/procurement/forms.aspx>

#### **4.06 RESPONSIBLE CONTRACTOR**

A. As a condition of award for contracts valued at \$100,000 or more, the Bidder agrees that it shall comply with the criteria in King County [Ordinance 19925](#). King County Procurement & Payables may waive specific criteria, such as community workforce agreements or employee health insurance, if deemed inapplicable based on procurement type or business size. Failure to comply with the criteria specified in the ordinance and to which the Bidder is attesting on this form will constitute a material breach, and the County may terminate the contract, in whole or in part, for default.

**END OF SECTION**

**SECTION 00 22 00**  
**REQUIREMENTS FOR NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY,**  
**SMALL CONTRACTORS AND SUPPLIERS**  
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## 1.01 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY (EEO)

- A. **Nondiscrimination in Employment.** During performance of this Contract, the Contractor and all parties subcontracting under the authority of this Contract agree that they will not discriminate against any employee or applicant for employment because of one or more of the employee or applicant's protected classes as defined in K.C.C. chapter 3.12D, as amended, unless based upon a bona fide occupational qualification. Ref: [KCC 12.16.020](#)
- 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 one or more of their protected classes as defined in King County Code chapter 3.12D, as amended. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with [King County Code 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. **Equal Benefits to Employees with Domestic Partners.** See §00 20 00 Instructions to Bidders.
- D. **Non-discrimination 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 subconsultants and suppliers, the Contractor shall not discriminate against any person because of one or more of their protected classes as defined in King County Code chapter 3.12D, as amended.
- E. **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 Americans with Disabilities Act, and the Restoration Act of 1987. In addition, KCC 12.16, 12.17, and 12.18 are incorporated herein by reference, and the requirements in these code sections shall specifically apply to this contract. The Contractor and its subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes, or rules included or referenced in the Contract Documents.
- F. **Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the Americans 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.

- a. 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
- b. 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.

G. **Sanctions for Violations.** Any violation of the requirements of the provisions of this §00 22 00 shall be a material breach of contract, which may result in termination of this Contract or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment, cancellation or suspension, in whole or in part, of the Contract by the County, or invoking the enforcement provisions of KCC 12.16 that provide for penalties, liquidated damages or other remedies, and may result in ineligibility for County contracts.

H. **Record-keeping Requirements and Site Visits.** The County may, after reasonable notice, visit the Project Site and the Contractor's and subcontractor's offices to review records related to the solicitation, utilization, and payment of 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. The Contractor shall maintain the following records for at least 6 years after Final Acceptance:  
Advertisements, solicitations, calls for bids, emails and telephone records seeking subcontractors and suppliers for work on the Project; written quotes, bids, estimates or proposals submitted to the Contractor by businesses seeking to participate on this Contract; records relating to the actual use of and payment to subcontractors and suppliers on this Contract; copies of all subcontracts and supply contracts on the Project; and all other records related to compliance with this Section and compliance with the equal opportunity and all other nondiscrimination requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract Documents.
2. If this Contract is supported by federal funding, the Contractor shall also comply with all record-keeping requirements set forth in any federal rules, regulations, or statutes included or referenced in the Contract Documents.

3. Upon two (2) Days' notice, unless an earlier or later time period is specified, the County may visit the Project Site and the Contractor's and subcontractor's job site offices and home offices to inspect, audit, and copy records maintained under subsections 1.1 and 2 to determine compliance with the requirements of this Section. During business hours and as often as it deems appropriate, the County may conduct in-person, telephonic, and video conference interviews of all workers on the Project for the purpose of monitoring compliance with the Contract's workforce requirements, including but not limited to Apprenticeship, Priority Hire, Preferred Entry, Prevailing wage, and all goals set out by the County. Worker interviews shall be conducted regularly during work hours, as determined by King County. The Contractor and all subcontractors shall fully cooperate and provide reasonable assistance with all audits and worker interviews conducted under this Section, including providing workspace for visiting County personnel, collecting, organizing, and providing access to records requested by the County, and facilitating access to workers for interviews.

- I. **Assistance with the Requirements of this Section.** Obtain copies of KCC 12.16, 12.17, 12.18, and 12.19 at the following link:

[http://kingCounty.gov/~media/Council/documents/Clerk/CodeFiles/2--KCCCode\\_PDF/15\\_Title\\_12.ashx](http://kingCounty.gov/~media/Council/documents/Clerk/CodeFiles/2--KCCCode_PDF/15_Title_12.ashx)

Before contract award, direct questions related to this Section in writing via email to the Contract Specialist and cc the Alternative Contract Specialist identified in §00 10 00. If appropriate, such questions may be treated as requests for interpretation and answered by addenda to the Solicitation Document.

After contract award, address questions related to this §00 22 00 by contacting King County Business Development and Contract Compliance (BDCC) Section at [opportunity@kingCounty.gov](mailto:opportunity@kingCounty.gov).

## **1.02 SMALL CONTRACTORS AND SUPPLIERS POLICY**

- 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 King County Certified SCS Firms.** Information on how to apply for SCS certification and a directory of Certified SCS Firms is available at: <http://www.kingCounty.gov/bdcc>. Submit email inquiries regarding SCS certification to [SCSCertification@kingCounty.gov](mailto:SCSCertification@kingCounty.gov).
- C. Certified SCS Firm participation may be as the prime contractor or a subcontractor, manufacturer, or supplier. Rules for evaluating participation and utilization of SCSs are defined in this section.
- D. **Definitions.** The following definitions shall apply throughout this Section.
  - a. "Administrator" means the Director of Finance.
  - b. A "Certified SCS Firm" means a business that has been certified by the King County BDCC Section as a Small Contractor or Supplier (SCS) Firm.
  - c. 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 that puts

the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for SCS certification is available online at [www.kingCounty.gov/BDCC](http://www.kingCounty.gov/BDCC).

- d. "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.
- e. "Distributor" means a business engaged in the regular sale or lease of the items specified by the contract and must demonstrate ownership of the items in question and assume all risk for loss or damage during transportation, evidenced by the terms of the purchase order or a bill of lading (BOL) from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributor.
- f. "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. A manufacturer is a firm that owns (or leases) and operates a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw materials, or assembling components, to create a product that meets contract specifications.
- g. "Fast-Track SCS Certification" means firms certified by OMWBE with any of the certifications listed below are automatically eligible for SCS certification and can count towards the required level of SCS participation:
  - a. Minority-Owned Business Enterprises (MBE), OR
  - b. Woman-owned Business Enterprises (WBE), OR
  - c. Minority Woman-owned Business Enterprises (MWBE), OR
  - d. Combined Business Enterprises (CBE)

A directory of firms certified by the OMWBE is available at: [www.omwbe.wa.gov](http://www.omwbe.wa.gov).

### **1.03 SMALL CONTRACTORS AND SUPPLIERS (SCS) UTILIZATION REQUIREMENTS**

- A. **SCS Utilization Requirements.** In accordance with King County Code 2.97 and King County policy to enhance opportunities for Certified SCS Firms in procurement, for this Contract, the Bidder shall ensure that it subcontracts at least:

**(5%) of the total price for all executed Work Orders shall be performed by King County Certified SCS Firms over the life of the Contract.**

- B. **Work Orders.** The County shall review all Work Orders issued under this Contract with an estimated value of \$150,000 or more to establish a specific required or aspirational level of participation by Certified Firms, Apprentices, and/or Priority Workers.
- C. **Directory of SCS Firms.** A directory of Certified SCS Firms is available at: <https://kingCounty.diversitycompliance.com>. Only firms certified by King County as a Certified SCS Firm shall count toward the SCS Utilization Requirement for this Contract.



- D. **Work Orders.** The County shall review all Work Orders issued under this Contract with an estimated value of \$150,000 or more to establish a specific required or aspirational level of participation by Certified Firms, Apprentices, and/or Priority Workers.
- E. **Directory of SCS Firms.** A directory of Certified SCS Firms is available at: <https://kingCounty.diversitycompliance.com>. Only firms certified by King County as a Certified SCS Firm shall count toward the SCS Utilization Requirement for this Contract.

#### 1.04 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. The County will evaluate the Contractor's compliance with the SCS Utilization Requirement against the total price for all executed Work Orders after Substantial Completion of the Contract for compliance with the overall utilization of King County Certified SCS Firms on this Contract.
- B. **Change Orders.** If the total price for all executed Work Orders is increased as a result of adding additional work, the Contractor shall identify the Certified SCS Firms that will apply to each work order, and ensure that at least five percent (5%) of the total price for all executed Work Orders, as amended, shall be performed by King County Certified firms over the life of this Contract.
- C. **Evaluating Commercially Useful Function and Counting a Contractor's SCS Utilization.**
  - a. 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 the work (at least 51% of the subcontract amount).
      - 1) If a Certified SCS Firm is performing at least 51% of the subcontract amount, 100% of the subcontract amount will be counted.
      - 2) 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.
    - 1) 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.
    - 2) A Certified SCS Firm will be considered a broker if it subcontracts more than 49% of its work.
- b. **A Certified SCS Firm is the Contractor.** For purposes of calculating compliance with the SCS Utilization Requirement, the County will count only

the work performed by a Certified SCS Firm that is the Contractor for the distinct, clearly defined work performed with its own forces.

- c. **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.
- d. **SCS Supplier.** The County will count 60% of the total bid dollar amount for materials supplied by a Certified SCS Firm.
- e. The County will not count any participation toward the SCS requirement for a Certified SCS Subcontractor, Supplier, or Manufacturer where the Contractor or an owner of the Contractor has any percentage of ownership in the Certified SCS firm.
- f. The County will not count any participation toward the SCS requirement for a Certified SCS firm that is intertwined with a non-certified SCS firm. King County will determine whether a certified SCS firm is intertwined with a non-certified firm for factors which include, but are not limited to, the following:
  - a. Shared ownership;
  - b. Common directors or partners;
  - c. Shared equipment, facilities, resources, or employees;
  - d. Beneficial financial arrangements which indicate less than arm's length transactions with a non-certified firm;
  - e. Over dependency on a non-certified firm to obtain and perform work;
  - f. Such an identity of interest exists between the business seeking certification and a non-certified firm that an affiliation may be presumed; and
  - g. The degree to which financial, equipment, leasing, business, and other relationships with non-certified firms vary from normal industry practice.

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

- 1. The Contractor shall report monthly in the DCMS website located at <https://kingCounty.diversitycompliance.com>. Email [opportunity@kingCounty.gov](mailto:opportunity@kingCounty.gov) for assistance. Such information shall be submitted electronically prior to the County's processing and payment of any invoice. Reporting requirements include:
  - a. **Payment Reports for Work Order Contracts.** The Contractor shall submit a Payment Report for each work order electronically using the DCMS.
    - (1) The Contractor shall submit a Payment Report for each work order detailing amounts paid to each subcontractor and supplier for the previous month not later than the 15th day of the month.
    - (2) Subsequent Payment Reports for subcontractors and suppliers for each work order issued shall be submitted by the 15th day of every month after the work has commenced. When no Work is performed during a reporting period, the Contractor shall identify "zero" payments within the DCMS for subcontractors or suppliers.

- (3) The Contractor shall notify and instruct all subcontractors and suppliers performing Work to date to sign into the DCMS to verify payments received, including the amount owed, and the amount paid less earned retainage, as their interests appeared in the last preceding Application for Payment.
- (4) Upon completion of all Work and as a condition precedent to final payment, the Contractor shall complete the last Payment Report for each work order and mark this document as “final” and submit it using the DCMS. For each work order, the final Payment Report must list the name of and dollar amount paid to each subcontractor and supplier used by the Contractor. Failure to submit the final Payment Report may result in withholding of payments or the final payment.
- b. **Payroll Reports.** Payroll reports for the Contractor, every Subcontractor, and all other individuals for firms required to pay prevailing wages for Work performed must be submitted weekly via the online reporting portal at <https://prod-cdn.lcptracker.net/login/login>. The Contractor is responsible for approving the payroll submitted by all Subcontractors. Payroll reports must contain the following information:
  - (1) Name and residence address, including ZIP code of each worker
  - (2) Classification of work performed by each worker. The classification must be specific and match the classification categories listed in the applicable wage schedule.
  - (3) Total number of hours employed each day
  - (4) Total number of hours employed during the payroll period.
  - (5) Straight time and overtime hourly rate of wages paid to each worker.
  - (6) Total or gross amount earned by each worker.
  - (7) Deductions for medical insurance, FICA, federal withholding tax, and any other deductions taken.
  - (8) Net amount paid to each worker.
  - (9) Contractor’s or Subcontractor’s name and address
- c. **Add Subcontractors and Suppliers.** The Contractor shall add all firms used on the Project using the DCMS.
- 2. The Contractor must submit other information as requested by King County to verify subcontractors working on the Work Order and compliance with requirements for the use of Certified SCS Firms, MBE/WBE Firms, and Apprentices and or Priority Hire Workers. The County may add, delete, or change the information required by the Contractor, as necessary. Failure to submit such reports may result in withholding payments or the final payment.

**E. Reporting Requirements.**

- a. **Changes in the Apprenticeship Utilization Goal.** If, during performance of the Work Order, the Contractor determines that it will be unable to comply with the Apprentice Utilization Goal, the Contractor shall make a written request for a reduction or modification of the Goal. The Contractor shall submit the written request via email to [opportunity@kingCounty.gov](mailto:opportunity@kingCounty.gov). The

request shall include written documentation of the Contractor's Best Efforts and of the Contractor's inability to utilize Apprentices registered with WSATC. Documentation provided by the Contractor must clearly demonstrate that the requested number of Apprentices or candidates for apprenticeship is not available to meet the Apprentice utilization percentages.

**F. Failure to Comply With the SCS Utilization Requirements.**

1. The Contractor's compliance with the SCS Utilization Requirements is a material condition of the Contract. The Contractor's percentage of participation by Certified SCS Firms as identified in its bid shall be made a condition of the contract award. The County will evaluate the Contractor's compliance with the SCS Utilization Requirement against the total value for all executed Work Orders performed over the life of the Contract.
2. If, during the term of the Contract, the Contractor determines that it will be unable to comply with the SCS Utilization Requirement, the Contractor shall provide Notice to King County requesting a reduction or modification of the SCS Utilization Requirement to the County. The Notice shall include written documentation of all factors that contributed to the Contractor's inability to comply with the SCS Utilization Requirement, including, but not limited to, the following:
  - a. A summary of the work completed by Certified SCS Firms on each executed Work Order, and an explanation of any shortfall in work identified in bid and Contract Documents for performance by Certified SCS Firms.
  - b. Efforts made to identify subcontracting opportunities for all executed Work Orders issued under this Contract, or on an ongoing basis, for performance by Certified SCS Firms.
  - c. Outreach and solicitation of bids or quotes from Certified SCS Firms for supplies or work for all executed Work Orders issued under this Contract.
  - d. Project factors that reduced or restricted the ability of Certified SCS Firms to perform work for all executed Work Orders issued under this Contract.
3. The Administrator will evaluate the request for a reduction or modification and shall provide a written Notice to the Contractor of its determination. If appropriate, the Administrator shall direct the County to prepare a change order reducing the SCS Utilization Requirement.
4. King County Code chapter 2.97 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 1.07 shall be deemed a breach of Contract. King County may impose liquidated damages, withhold progress payments, and seek any other remedy allowed by law.
5. 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 ten (10) 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.

Unless otherwise determined by the Administrator, in accordance with the standards established in King County Code 2.97, the failure of a Contractor to comply with the SCS Utilization Requirement for this Contract shall be deemed a material breach of contract and may subject the Contractor to either: (i) a suspension for a period of not more than six (6) months or (ii) a debarment for a period not more than two (2) years, from consideration for award of contracts with the County.

## **1.05 NOT USED**

## **1.06 WORKFORCE DEVELOPMENT DEFINITIONS**

B. **Definitions.** The following definitions apply throughout Sections 1.06 to 1.07:

**“Administrator”** means the Director of King County Finance and Business Operations Division.

**“Apprentice”** means a person who has signed a written apprenticeship agreement with and enrolled in an active state-registered apprenticeship training program approved by the Washington State Apprenticeship and Training Council.

**“Apprentice Hiring Goal(s)”** means the specific goals established by the County for qualified persons with disabilities, 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 the Contract subject to the apprenticeship requirements.

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

**“Apprenticeship Program”** means the County’s plan for administering King County Code 12.16.155-180 and setting forth compliance requirements for apprentice utilization on selected County public work contracts.

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

**“Best Efforts”** means the most substantial possible efforts that the contractor and its subcontractor can reasonably make to meet the established Apprentice Utilization Requirement, Priority Hire Utilization Requirement, and Apprentice Hiring Goals, as further defined in this §00 22 00.

**“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 lives in Economically Distressed Areas (King County Priority Hire ZIP codes).

**“Economically Distressed Area (King County Priority Hire ZIP codes)”** means a geographic area within King County, including areas in Pierce and Snohomish counties that are part of the County’s wastewater service area, defined by ZIP code based on poverty levels, unemployment, and educational attainment. See this link for King County Priority Hire ZIP Codes: [Master Community Workforce Agreement \(MCWA\) page 34](#).

**“Journey Level”** means that an individual has sufficient skills and knowledge of an occupation to be recognized by any combination of a state registration agency, a federal registration agency or an industry, as being fully qualified to perform the work of the occupation.

To be "Journey Level," practical experience must be equal to or greater than the term of apprenticeship.

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

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

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

**"Pre-Apprentice"** means a student enrolled in a construction pre-apprenticeship training program that the Washington State Apprenticeship and Training Council recognizes.

**"Pre-Apprentice Graduate"** means an individual who has successfully completed a pre-apprenticeship training program and is available to enter an apprenticeship training program or has been accepted into an apprenticeship training program, including individuals who are completing the first or second year of apprenticeship training.

**"Preferred Entry"** means a program that permits Pre-Apprentice Graduates from WSATC approved pre-apprenticeship programs and Helmets to Hardhats veterans, Preferred Entry into a registered State approved apprenticeship program and eligible for dispatch onto County projects ahead of other applicants.

**"Qualified Persons with Disabilities"** means a person with a disability that, with reasonable accommodation, can perform the essential functions of the job in question.

## **1.07 APPRENTICESHIP PROGRAM REQUIREMENTS**

**C. Policy and General Requirements.** In accordance with King County Code 12.16.155-180, which is incorporated herein by this reference, King County has established certain Apprentice Utilization Requirements for this Contract.

1. Specifically, the Contractor shall:
  - a. Utilize apprenticeship training programs registered with the Washington State Apprenticeship Training Council ("WSATC").
  - b. Meet the overall Apprentice Utilization Requirement established for this Contract unless reduced pursuant to King County Code 12.16.160.
  - c. Encourage participation by all subcontractors working on the project, with distribution across trade/craft where feasible, and where approved by the County.

- d. Ensure that Best Efforts are made to meet the specific Apprentice Utilization Requirement.
2. If the Contractor fails to meet the Apprentice Utilization Requirement during the term of the Contract, the Contractor shall work with resources, including the Washington State Department of Labor and Industries Apprenticeship Section and the Seattle/King County Building and Construction Trades Council, to identify additional sources of Apprentices.
3. Before Contract Award, questions concerning compliance with these requirements, including utilization goals, bidding, and submittal requirements, shall be directed in writing to the Contract Specialist identified in §00 10 00. If appropriate, such questions may be treated as requests for interpretation and answered by addenda to the Solicitation Document.
4. After Contract Award, contact the King County Apprenticeship Coordinator by email at [opportunity@kingCounty.gov](mailto:opportunity@kingCounty.gov) with inquiries concerning compliance with the apprenticeship requirements in this section.

**D. Apprentice Utilization Requirement.**

1. Pursuant to King County Code 12.16.155-180, King County has established a minimum **Apprentice Utilization Requirement** of @% for this Contract. (Apprentices shall work @% of the Labor Hours for this Contract). The Contractor and Subcontractors shall use Apprentices at every opportunity.
2. The Contractor shall include the Apprentice Utilization Requirements of this Section in all subcontracts executed for the Contract, and ensure that all Subcontractors working on the project are notified of the Apprentice Utilization Requirements. The Contractor is responsible for meeting the Apprentice Utilization Requirements of the Contract, including overall compliance on all Contract labor hours worked by Subcontractors.
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 (WSATC).
4. **Work Orders of \$150,000 or more.** The County shall review all Work Orders issued under this Contract that have an estimated value of \$150,000 or more to establish Apprenticeship Utilization Goals.

**E. Apprentice Hiring Goals.**

1. Based on the degree of evidenced underrepresentation within the trades, and in accordance with the standards set forth in King County Code Section 12.16.160 (C) the County has established the following overall annual individual Apprentice

Hiring Goals for qualified persons with disabilities, economically disadvantaged youth, minorities, and women:

- |  |  |
|--|--|
| a. Qualified Persons with Disabilities | 2% of the Apprentice Utilization Goal  |
| b. Economically Disadvantaged Youth    | 7% of the Apprentice Utilization Goal  |
| c. Minorities                          | 21% of the Apprentice Utilization Goal |
| d. Women                               | 12% of the Apprentice Utilization Goal |

## 2. **Apprentice Utilization Reports.**

- a. **Apprenticeship Utilization Reports.** The Contractor and each Subcontractor must submit a profile for each worker, including, but not limited to, gender, ethnicity, and worker type status (Apprentice or Journey Level), into LCPTracker using the DCMS.
- b. The Contractor must submit other information as requested by the County to verify compliance with the Apprenticeship Utilization Requirements of the Contract. The County may add, delete, or change the information required by the Contractor, as necessary. Failure to submit such reports may result in withholding payments or the final payment.
- c. 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 Requirements**

- a. Become a registered training agent. More information can be found on the Benefits of Using Apprentices and the Apprenticeship Program at the [Washington State Labor and Industries Apprenticeship website](#).
- b. Contact the appropriate local union to request Apprentices from a WSATC approved apprenticeship program and notify the sponsor that this effort is in regard to the County's Apprenticeship Program.
  - (1) If Apprentices are available, proceed with the hiring process.
  - (2) If Apprentices are not available through a WSATC approved apprenticeship program, contact the appropriate local union to request workers from other recruitment/referral agencies, including, but not limited to the Apprenticeship and Nontraditional Employment for Women (ANEW), Seattle Central College Pre-Apprenticeship Construction Training Program (PACT), Tulalip Tribes TERO Vocational Training Center and YouthBuild, and if available, sponsor such candidates for entry into a WSATC approved apprenticeship program. Upon acceptance, proceed with the union hiring hall procedures, and provide appropriate documentation to King County. [Apprenticeship Preparation - https://www.lni.wa.gov/licensing-permits/apprenticeship/become-apprentice/apprenticeship-preparation](https://www.lni.wa.gov/licensing-permits/apprenticeship/become-apprentice/apprenticeship-preparation)
  - (3) If sponsorship of the candidate(s) into the WSATC approved apprenticeship program is denied, request documentation of the denial



from the WSATC approved apprenticeship program and forward this documentation to King County.

- (4) If Apprentice candidates are not available through recruitment/referral agencies, or local hiring halls, request documentation of the unavailability from the local union and the recruitment/referral agencies and pursue any other reasonable recruitment methods including, but not limited to advertising in appropriate news and social media platforms. Forward documentation of contacts with recruitment/referral agencies and other efforts to recruit targeted Apprentices to King County.
  - (5) If Apprentices are not available, document the request and obtain documentation from the WSATC approved apprenticeship program and/or local unions of the fact that such persons are unavailable.
  - (6) All documentation for Best Efforts (1.07)(3) must be forwarded to the King County Business Development and Contract Compliance (BDCC) office via email to [opportunity@kingcounty.gov](mailto:opportunity@kingcounty.gov), with the next monthly certified payroll report submittal, due by the 15<sup>th</sup> of each month.
  - (7) All Best Efforts documentation must be maintained for submittal with the Apprenticeship Utilization Reduction Request form, if applicable, at substantial completion.
- c. **Changes in the Apprentice Utilization Requirement.** For projects that reach substantial completion but are not making satisfactory progress toward meeting the Apprentice utilization requirement, the Contractor shall submit for review the Apprenticeship Utilization Reduction Request form and include the applicable documentation, as outlined in the form. The County will accept Apprenticeship Utilization Reduction Request forms only for projects that have reached substantial completion or 90 percent of the expected labor hours.
- d. To the extent that the request is based upon King County Code Section 12.16.160(B) (1), the request shall include written documentation of the Contractor's Best Efforts and inability to utilize Apprentices registered with WSATC. Documentation provided by the Contractor must clearly demonstrate that the requested number of Apprentices or candidates for apprenticeship is not available to meet the Apprentice utilization percentages.
- e. The Administrator will evaluate the request for a reduction or modification in accordance with the provisions of King County Code Section 12.16.160(B). If appropriate, the administrator shall direct the County to prepare a change order reducing the Apprentice Utilization Requirement. If the Administrator determines that a reduction in the Apprentice Utilization Requirement is not justified, the Administrator shall provide a written Notice of its denial to the Contractor within fifteen (15) working days from the date of receipt of the Contractor's written request.

**F. Failure to Comply with the Apprenticeship Best Efforts Requirements.**

1. Unless otherwise determined by the Administrator, in accordance with the standards established in King County Code 12.16.155-180, failure by a Contractor to comply with the Apprenticeship Program requirements shall be deemed a breach of Contract for which the County shall be entitled to all

remedies allowed by law and under this contract. In the event the Contractor and/or its subcontractors fail to comply with the Apprenticeship Program requirements, King County may withhold progress payments, assess liquidated damages, and seek any other remedy allowed by law. Failure to comply with the apprenticeship utilization requirements may be considered evidence bearing on a contractor's qualification for award of future Contracts. The Contractor may be debarred from being awarded King County contracts for a period not to exceed two years from the date of the Notice of Completion and Final Acceptance of this contract. The debarment procedures shall ensue as specified in King County Code 12.16.115. The following shall be considered in any debarment proceedings:

- a. The Contractor's degree of compliance with the apprenticeship requirements of current and previous King County contracts.
- b. The Contractor's Best Efforts to meet the apprenticeship requirement.
  - (1) The Contractor's contacts with approved Pre-apprenticeship training programs, such as but not limited to Apprenticeship and Nontraditional Employment for Women (ANEW), Seattle Central College Pre-Apprenticeship Construction Training Program (PACT), Tulalip Tribes TERO Vocational Training Center (TVTC), and YouthBuild.
- c. Neither the provisions of any collective bargaining agreement, nor the failure by a labor union or referral agency with whom the contractor or subcontractor has a collective bargaining agreement, to refer workers shall excuse the contractor's obligation to comply with the Apprentice requirements established for this contract in accordance with King County Code 12.16.155-180.

**B. Liquidated Damages.** This Contract hereby incorporates by reference King County Code 12.16.155-180 (King County Apprenticeship Program). The unexcused failure of the Contractor or any subcontractor to comply with any of the requirements of K.C.C. 12.16 155-180 shall be a breach of contract. The purpose of King County's Apprenticeship Program is to provide the region with a well-trained workforce. King County, in general, and its Apprenticeship Program, in particular, are damaged when Apprentice participation and training do not occur at the required levels. Because the actual amount of such damage is not reasonably calculable, the parties agree and stipulate that liquidated damages equal to the prevailing wage rate, including benefits, for 1<sup>st</sup> year general laborer Apprentice at the time of contract execution shall exist, for every shortfall hour of Apprentice participation, as provided in §00 72 00. This will fairly compensate King County for resulting delays in carrying out the purpose of the Apprenticeship Program, the costs of meeting utilization Requirements through additional contracts, the administrative costs of investigation and enforcement, and other damages and costs caused by the violation. The following example is for informational purposes only:

For this example, assume the labor rate is \$44.00

Total labor hours subject to the apprenticeship requirement: 10,000

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

Actual Apprentice hours reported: 1,000.

Shortfall in Apprentice hours: 500

Liquidated damages: \$ 22,000 (500 hours X \$44.00 = \$ 14,000.00)

## **1.08 NOT USED**

## **1.09 RESPECTFUL WORKSITE**

- A. Respectful Worksite; Contractor Obligation. In addition to the non-discrimination requirements in §00 22 00, the Contractor shall ensure a Respectful Worksite. A "Respectful Worksite" means a Worksite free of behaviors that would reasonably offend, intimidate, embarrass or humiliate others, whether deliberately or unintentionally, or that may impair production, or undermine the integrity of the work conditions, including but not limited to job performance, safety, productivity, or efficiency of workers. Examples are set forth in subsection C. A "Worksite" has the same meaning as "Site" or "Project Site" as defined in §00 72 00. In addition, Worksite means any other location used in conjunction with the Project at which the Contractor and its Subcontractors perform Work.
- B. Notice. The Contractor shall post at a conspicuous place at the Worksite, written notice of the Contractor's duty to provide a Respectful Worksite and information identifying the name and contact information of the individual responsible for receiving and investigating complaints. King County shall provide to the Contractor materials for display at each Worksite regarding Respectful Worksites.
- C. Complaints. The Contractor shall diligently investigate and resolve all complaints of behavior that violate a Respectful Worksite. This includes, but is not limited, to taking reasonable steps within 24 hours to initiate an investigation. In assessing whether a violation of a Respectful Worksite has occurred, the intent of a person's action is not a consideration. Instead, the relevant inquiry is whether a reasonable person should have known that the behavior complained of would cause another person to be offended, intimidated, embarrassed or humiliated. Behaviors that violate a Respectful Worksite include those identified below, but are not limited to:
- Persistent offensive and unwelcoming conduct;
  - Verbal references to be offensive stereotypes or racial/gender slurs;
  - Jokes, visual or verbal about race, gender, or sexuality;
  - Task assignments based on race, gender, or other defining characteristics;
  - Offensive language based on race, gender, or oriented towards sexuality;
  - Bullying, name-calling, cursing or unnecessary yelling, including from a supervisor, foreman, or other senior person;
  - Repeating rumors about individuals on the Worksite that is harmful to the individual's reputation; and
  - Physical abuse.
- D. Resolution of Complaints. The Contractor shall promptly report to the County for review and comment the findings and conclusions of its investigation, including whether the complaint was sustained and, if so, the remedial actions the Contractor intends to use to resolve the complaint. Send documentation to the King County Business Development and Contract Compliance office via email to [opportunity@kingcounty.gov](mailto:opportunity@kingcounty.gov). Remedial actions may include providing any worker found to have violated a Respectful Worksite with information, instruction, sensitivity, or other forms of educational training or counseling, and supervision necessary to ensure the maintenance of a Respectful Worksite on King County projects. The

Contractor may permit a worker found to have violated a Respectful Worksite to remain employed at the Worksite, subject to section E.

- E. Removal from the Worksite. Any person employed on the Worksite by the Contractor, or any subcontractor at any tier, who, in the opinion of King County, engages in behavior that violates a Respectful Worksite shall, upon written request of King County, be removed by his or her employer from the Worksite. The Contractor shall not again employ this person on the Worksite without the prior approval of King County. The Contractor shall own all expenses of replacing the employee with a suitably qualified person.
- F. Subcontracts. The Contractor shall ensure that the provisions in this section are included in all subcontracts at every tier.

**END OF SECTION**

**SECTION 00 40 00****FORM OF BID****Structured Cabling Upgrades Work Order 2026-2028****Contract No. KC001660**

The undersigned, as Bidder, declares that we have examined the Contract Documents and that we will contract with King County on the Agreement form provided herein, at the prices set forth in the Bidding Schedule, and including but not limited to, the terms and conditions in the Contract Documents.

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

The Bidder agrees that our bid constitutes an offer to King County which shall be binding for 90 days from the date of bid opening. If our bid is accepted, we agree to furnish, execute, and deliver to King County all forms in accordance with Section 00 52 00, following the issuance of the Intent to Award. We further agree, if awarded a contract, to plan and prosecute the work with such diligence that the work and portions thereof shall be completed and ready for use within the period set forth in the Contract Documents.

We further certify, if self-performing the plumbing, electrical, or elevator work that we are currently registered as a plumbing contractor in compliance with chapter [18.106 RCW](#), as an electrical contractor in compliance with chapter [19.28 RCW](#), or as an elevator contractor in compliance with chapter [70.87 RCW](#), as applicable and that we are skilled in the type of work called for in the Contract Documents.

**NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION**

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

**WAIVER OF INDUSTRIAL INSURANCE IMMUNITY**

In accordance with the provisions of the Contract Documents and [RCW 4.24.115](#), we waive any industrial insurance immunity and acknowledge this waiver was the subject of mutual negotiation.

**TAXES**

Taxes shall be in accordance with §00 20 00.

**ABBREVIATIONS**

Abbreviations in the Bidding Schedule, if any, shall be defined as follows: "HR" means hour, "DAY" or "DY" means one calendar day, "%" means percentage; "EST." means estimated; "FA" means Force Account, "AL" means allowance; "Qty." means quantity; "Dollar" or "\$" means US Dollar, "LS" means lump sum; "EA" means each; "AC" means acre; "CY" means cubic yard, "SY" means square yard, "SF" means square foot, "LF" means lineal feet/foot, "TN" means ton, and "HUND" means hundred, as applicable.

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

All bid items shall be stated in United States of America dollars and cents omitting digits more than two places to the right of the decimal point (e.g., \$720.74).

A Microsoft Excel version of the Bidding Schedule is available for download in the E-Procurement system for this solicitation.

**BID PRICE AND BIDDING SCHEDULE**

King County is unable to determine the precise schedule or amount of work that may be performed under this Contract. The Work will be assigned by Work Orders and each Work Order will address a scope of work and time of completion and shall be performed in accordance with the Contract Documents and Work Order(s). King County does not guarantee any minimum amount of work, or that the total value of the Work Orders issued will total the Not-To-Exceed Contract Price.

All Work Orders issued under this Contract with an estimated value equal to or greater than \$150,000.00 shall be reviewed by the County to establish a specific required or aspirational level of participation by Certified Firms, Apprentices and or Priority Hire Workers, as applicable. The Contractor's failure to comply with the Utilization or Best-Efforts Requirements may involve sanctions in accordance with Section 00 22 00.

**Bidding Schedule.** The Bidder shall provide a bid price for each bid item listed on the Bidding Schedule attached to this Form of Bid. The work of each bid item is specified or shown in the Contract Documents and described further in Section 01 29 00 Measurement and Payment.

**Measurement and Payment.** The measurement of and payment for work performed by the Contractor within a Work Order will be made by the County in accordance with the provisions set forth in Section 01 29 00 Measurement and Payment of the Contract Documents. The County reserves the right to make changes in the Work Order as it may deem necessary or appropriate to complete the Work.

**Wage Rates.** Within the Bidding Schedule, the County has inserted current Prevailing Wage Rates established by the Department of Labor and Industries, State of Washington, including fringe benefits, for each labor category, where applicable.

**Unit Price Items.** The Bidder shall provide a unit price for each bid item set forth under "Unit Price / Mark-up %" column, where indicated.

**Mark-up Percentages.** The Bidder shall provide a mark-up percentage for the bid items set forth under the "Unit Price or Mark-up %" column where indicated. Mark-up percentages shall be as follows:

<b>Labor</b>	Not less than 3%	and not to exceed 25%
<b>Equipment</b>	Not less than 3%	and not to exceed 15%
<b>Material</b>	Not less than 3%	and not to exceed 15%
<b>Subcontractors</b>	Not less than 3%	and not to exceed 10%

**Extended Dollar Amounts.** The Bidder is to calculate the Extended Dollar Amounts in accordance with the instructions and examples set forth within the Bidding Schedule.

The Total Bid Price shall be the sum of the Extended Dollar Amounts for all bid items as identified in the Total Bid Price on the Bidding Schedule.

**BIDDING REQUIREMENTS**

When completing the Bidding Schedule, the Bidder shall acknowledge and comply with the following requirements:

A. LABOR – Subject to Prevailing Wage

1. Bid Items 1a through 1h in the Bidding Schedule for LABOR are subject to Prevailing Wage shall include the current (at time of bid opening) Prevailing Wage Rates (Column E) established by the Department of Labor and Industries, State of Washington, including fringe benefits and any Additional Payroll Related Costs. The Bidding Schedule includes the current Prevailing Wage Rates, including fringe benefits, which comply with the requirements of Title 50 and Title 51 of the Revised Code of Washington (RCW).

2. **Additional Payroll Related Costs** (Column F) - The Bidder shall enter any additional payroll related costs for each labor category which shall not be less than 10% of the Wage Rate for that category; these additional related payroll costs shall include:
    - (a) Federal Insurance Compensation Act (FICA);
    - (b) Federal Unemployment Tax Act (FUTA);
    - (c) State Unemployment Compensation Act (SUCA).
    - (d) All non-fringe benefits, insurance, taxes, and other related payroll costs for the laborer.
  3. Labor Mark-Up Percentage (**Bid Item 3**) shall include all compensation for:
    - (a) All on-site and off-site overhead and profit as specified in Section 00 72 00.
- B. Equipment
1. Mark-up. Equipment Mark-up percentage (**Bid Item 6**) shall include all compensation for handling, overhead, profit and all other costs incurred in operating and supplying the equipment.
- C. Materials
1. Mark-up. Material Mark-up percentage (**Bid Item 9**) shall include all compensation for submittals, ordering, receiving, handling, overhead, profit and all other costs incurred in supplying the materials.
- D. Subcontractors
1. Mark-up. The Contractor's Mark-up percentage for Subcontractor work (**Bid Item 12**) shall include overhead, profit and all other costs incurred in managing subcontractors. Contractor's Mark-up shall be calculated by totaling the correctly invoiced subcontractor's costs for labor, equipment, and materials (excluding Mark-ups) and multiplying this amount by the Contractor's Mark-up percentage as full compensation for overhead, profit and all other costs incurred in managing subcontractors.

#### **FORMS REQUIRED WITH BID SUBMITTAL**

As a matter of Responsiveness, the Bidder shall complete all pages of this Form of Bid, as specified, including the attached Bidding Schedule, and submit in the E-Procurement system prior to bid close date/time, unless the Contract Documents allow a specific form(s) to be submitted at a later time.

**Bids shall be rejected for failure to submit the completed bidding schedule for this solicitation or the forms within the required time period.**

#### **BID EVALUATION AND CONTRACT AWARD**

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

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

## SUBCONTRACTOR LISTING FORM – PLUMBING, ELECTRICAL AND HVAC

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

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

The Bidder's bid shall be **nonresponsive and rejected** for: (a) failure to submit the names and license numbers of each HVAC, Plumbing or Electrical subcontractor or to name itself to perform such work; (b) listing the name and license number of two or more subcontractors to perform the same category of work; (c) failure to identify if the work is Not Applicable ("N/A") to this project or the work will not be directly subcontracted by the Bidder; or (d) failure to submit this Subcontractor Listing Form with the bid by the published bid submittal time in accordance with RCW 39.30.060(1)(a).

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



**SUBCONTRACTOR LISTING FORM – STRUCTURAL STEEL AND REBAR INSTALLATION**

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

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

The Bidder's bid shall be **nonresponsive and rejected** for: (a) failure to submit the names of each structural steel installer or rebar installer or to name itself to perform such work; (b) naming two or more subcontractors to perform the same category of work; (c) failure to identify if the work is Not Applicable (“N/A”) to this project or the work will not be directly subcontracted by the Bidder; or (d) failure to submit this Subcontractor Listing Form within 48 hours after the published bid submittal time in accordance with in accordance with RCW 39.30.060 (1)(b).

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

**FORM OF BID SIGNATURE**  
**Structured Cabling Upgrades Work Order 2026-2028**  
**Contract No. KC001660**

**ACKNOWLEDGEMENT**

By submitting this bid through the County's E-procurement system our firm is acknowledging all addenda have been received by us and have been taken into account as a part of our Bid.

Furthermore, we acknowledge that our firm shall submit, within the time stated, all required documents listed in Sections 00 52 00 Forms and Documents fully executed, including a certificate meeting all 00 62 00 Insurance Requirements, or our bid may be rejected.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State / Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

WA State Contractor's License/Registration Number: \_\_\_\_\_

Our firm is self-performing the following work per chapter 18.27 RCW, and is currently licensed to perform this work:

Plumbing Per RCW 18.106 Yes ☐ No ☐

Elevator Per RCW 70.87 Yes ☐ No ☐

Electrical Per RCW 19.28 Yes ☐ No ☐

Unique Entity Identifier: \*\*: \_\_\_\_\_

By: \_\_\_\_\_  
*Signature**Print Name*

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

*\*As an administrative convenience, please provide your firms Unique Entity Identifier from [SAM.gov](https://www.sam.gov).*

**CONTRACTOR'S CONTACT INFORMATION**

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

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
\_\_\_\_\_

**END OF SECTION**

**00 40 00 FORM OF BID  
BIDDING SCHEDULE  
Structured Cabling Upgrades Work Order 2026-2028**

Name of Bidder:

Bid Item	Labor (Refer to Section 01 29 00—Measurement and Payment for detailed description of Bid Items)	Unit	Est. Qty.	Prevailing Wage Rate (Including Fringe Benefits)	Additional Payroll Related Costs (Shall not be less than 10% of the Prevailing Wage Rate)	Lump Sum / Extended Amount
<b>LABOR - Subject to Prevailing Wage</b>						
1a	<b>Outdoor Telecommunication Working Foreman</b> One (1) Journey Level	HR	500	\$ 73.97	\$ (Not less than \$7.40)	\$
1b	<b>Indoor Telecommunication Technicians Working Foreman</b> One (1) Journey Level	HR	5,000	\$ 73.97	\$ (Not less than \$7.40)	\$
1c	<b>Outdoor Telecommunication Technicians</b> One (1) Journey Level	HR	500	\$ 73.97	\$ (Not less than \$7.40)	\$
1d	<b>Indoor Telecommunication Technicians</b> <b>One (1)</b> Journey Level	HR	5,000	\$ 73.97	\$ (Not less than \$7.40)	\$
1e	<b>Telephone Line Constrution - Outside</b> One (1) Cable Splicer	HR	500	\$ 42.62	\$ (Not less than \$4.27)	\$
1f	<b>Laborer</b> One (1) General Laborer	HR	500	\$ 67.39	\$ (Not less than \$6.74)	\$
1g	<b>Electricians - Inside</b> One (1) Cable Splicer	HR	1,500	\$ 128.61	\$ (Not less than \$12.87)	\$
1h	<b>Electricians - Inside</b> One (1) Journey Level	HR	1,500	\$ 111.96	\$ (Not less than \$11.20)	\$
2	<b>Sum of Extended Amounts for Labor</b> (Sum of Bid Items 1a through 1h)					\$
3	<b>Labor Mark-up Percentage</b> (Not Less Than 3% / Not Greater Than 25%)					
4	<b>Labor Mark-up Amount</b> (Bid Item 2 x Bid Item 3) (Do not include "Sum of Extended Amounts for Labor" (Bid Item 2) in this amount.)					\$
<b>Formula for Calculating Labor Bid Items</b> <i>Est.Qty. x (Wage Rate + Additional Payroll Related Costs)= Extended \$ Amount</i>						
Bid Item	Equipment (Refer to Section 01 29 00—Measurement and Payment for detailed description of Bid Items)	Unit	Est. Qty.	Unit Price/ Markup %	Lump Sum / Extended Amount	
<b>EQUIPMENT</b>						
5	<b>Equipment</b> Estimated Quantity			\$400,000.00		\$ 400,000.00
6	<b>Equipment Mark-up Percentage</b> (Not less than 3% / Not to exceed 15%)					
7	<b>Equipment Mark-up Amount</b> (Bid Item 5 x Bid Item 6) (DO NOT include the (Bid Item 5 through 6) in this amount.)					\$
<b>MATERIAL</b>						
8	<b>Material</b> Estimated Quantity			\$ 100,000.00		\$

**00 40 00 FORM OF BID**  
**BIDDING SCHEDULE**  
**Structured Cabling Upgrades Work Order 2026-2028**

Name of Bidder:

9	<b>Material</b> Mark-Up Percentage (Not Less Than 3% / Not Greater Than 15%)			
10	<b>Material</b> Mark-up Amount (Bid Item 8 x Bid Item 9) (Do not include "Material Estimated Quantity " (Bid Item 8) in this amount.)			\$
<b>SUBCONTRACTOR</b>				
11	<b>Subcontractor</b> Estimated Quantity		\$ 200,000.00	\$ 200,000.00
12	<b>Subcontractor</b> Mark-Up Percentage (Not Less Than 3% / Not Greater Than 10%)			
13	<b>Subcontractor</b> Mark-up Amount (Bid Item 11 x Bid Item 12) (Do not include "Subcontractor Estimated Quantity" (Bid Item 11) in this amount.)			\$
<b>TOTAL BID PRICE</b> (Sum of Lines 2, 4, 5, 7, 8, 10, 11, and 13)				\$

**SECTION 00 43 13**  
**BID GUARANTY BOND**

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

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of:

**Contract Title:** Structured Cabling Upgrades Work Order 2026-2028

**Solicitation Number:** KC001660

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

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

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

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

**SECTION 00 43 43**  
**WAGE RATES**

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

Specified below are the state prevailing wage determinations from the Washington State Department of Labor and Industries (L&I) that will be utilized for this solicitation.

The Contractor, any subcontractor, or other person doing any work under the Contract shall comply with the requirements of RCW 39.12, and shall bid and 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.

In accordance with Section 00 72 00, 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.

At commencement of the Contract and on an annual basis for all work completed within the previous twelve-month period, the Contractor shall file the forms and pay the filing fees as required by L&I.

1. Access the Washington State Labor and Industries (L&I) Website at:  
<https://secure.lni.wa.gov/wagelookup/>
  - a) The wage rates and corresponding benefit codes for this solicitation shall be those in effect as of: **07/13/2026**.
  - b) The Work of this contract shall take place in King County. OR If prevailing wage work will be performed outside of King County, select the county appropriate to the location of work. The Work of this contract shall take place in King County.  
  
Note: Off-site work shall use the rates for the County where that off-site work is performed.
  - c) A copy of the prevailing wage rates for this project are available for review from the King County Procurement & Payables office by contacting the Contract Specialist via email. 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

<https://secure.lni.wa.gov/wagelookup/RatesPublication.aspx>

**END OF SECTION**

## SECTION 00 45 13

### QUALIFICATION INFORMATION

#### 1.1 RESPONSIBILITY EVALUATION

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

B. To demonstrate their experience and qualifications, the low responsive Bidder shall provide all information identified below and as specified in the Responsibility Detail Form).

#### 1.2 SUBMITTAL INFORMATION

A. Upon receipt of an invitation from the County, the low responsive Bidder shall be required to complete and submit the Responsibility Detail Form for this Project and provide any additional required information within 2 business days. The completed and certified Form shall be submitted via email to the Contract Specialist.

B. If required, King County will contact references as identified in the Responsibility Detail Form to help assess the qualifications of the Bidder or members of the joint venture, its subcontractors and/or project team members. Bidder shall not submit as references any past or present board members or officers, or family members on the Responsibility Detail Form – Project Example Sheets. Submission of improper references may result in a determination that the Bidder is not responsible. The County reserves the right to contact other references, including King County personnel not listed on the Responsibility Detail Form, to further evaluate the Bidder qualifications for this Project. Poor reference(s) may be justification to determine a Bidder is not responsible.

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

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

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

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

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

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

### **1.3 RESPONSIBILITY REQUIREMENTS.**

#### **A. Mandatory Bidder Responsibility Criteria**

1. The County will verify that the Bidder and its subcontractor(s) meets the mandatory responsibility requirements as described in RCW 39.04.350(1) for this Project, identified within the Responsibility Detail Form. The Bidder shall be rejected as not responsible if it fails to meet the specified requirements in the Responsibility Detail Form paragraph 1.1.

#### **B. Contract and Regulatory History.**

1. The County will evaluate whether the Bidder's and its subcontractor(s) contract and regulatory history demonstrates an acceptable record of past project performance and consistent responsibility. The Bidder is required to identify and may be rejected as not responsible if any of the events listed in the Responsibility Detail Form paragraph 1.2 have occurred within the past 5 years.

#### **C. Criminal History.**

1. The County will evaluate whether the Bidder's, criminal history demonstrates a lack of business integrity or business honesty. The Bidder is required to identify and may be rejected as not responsible if any of the events listed in the attached Responsibility Detail Form paragraph 1.3 have occurred for the Bidder within the past 5 years.

#### **D. Accident/Injury Experience.**

1. The County will evaluate the Bidder's accident/injury Experience Modification Factor ("EMF") from the Washington State Department of Labor and Industries, or similar organization with jurisdiction in the United States, for the past five (5) years to assess whether the Bidder has an acceptable safety record preventing personal injuries on projects.
2. Bidders that have an EMF over 1.0 shall be required to explain the cause(s) of the designation and what remedial steps were taken to correct the EMF. The Bidder may be rejected as not responsible if the EMF is greater than 1.0 and sufficient remedial steps have not been implemented.
3. The Bidder may be rejected as not responsible if the Bidder's EMF is greater than 1.0 and sufficient remedial steps have not been implemented in accordance with the attached Responsibility Detail Form paragraph 1.4

#### **E. Former County Employees – Conflict of Interest**

1. The County will evaluate if the Bidder or its subcontractors have any employees who, for one (1) year after leaving County employment, were involved in the preparation of the bid submitted for this contract.
2. The Bidder is required to identify any individuals and their role in preparing the bid in the attached Responsibility Detail Form paragraph 1.5.

### **1.4 SUPPLEMENTAL BIDDER RESPONSIBILITY REQUIREMENTS.**

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



B. For any newly formed or reorganized Bidder, if the Bidder submits Project Example Sheets for work which was performed under a contractor's license different from that submitted on the Form of Bid, the Bidder shall submit, on a separate page, the following information:

1. The full name of the prior firm and prior license number of the entity(ies),
2. The names of the principal members of the Bidder who were part of the prior firm(s) and their role(s); and
3. The reason for the newly formed or reorganized firm.

#### **1.5 ADDITIONAL INFORMATION**

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

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

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

#### **END OF SECTION**

**SECTION 00 45 13**  
**RESPONSIBILITY DETAIL FORM – Mandatory Responsibility Criteria**

The low responsive Bidder, upon request, shall be required to complete the Responsibility Detail Form as specified in Section 00 45 13. The completed Responsibility Detail Form shall be submitted electronically (pdf) to the Contracts Specialist identified in Section 00 10 00.

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

Solicitation Number: **KC001660**

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

**1.1 MANDATORY BIDDER RESPONSIBILITY CRITERIA**

A. The County will verify that the Bidder meets the following mandatory responsibility criteria as described in RCW 39.04.350(1). The Bidder may be rejected as not responsible if any answer to questions 2 through 4 is "No" or if the appropriate currently active number is not provided for questions 2 through 4. If the answer to questions 2 through 4 is "No" the Bidder is required to attach an explanation and acknowledge that they will be required to provide the requisite information, in 2 through 4 below, prior to Intent to Award. If the Bidder fails to meet the criteria 2 through 4 prior to Intent to Award the Bidder will be rejected as not responsible. The Bidder shall be rejected as not responsible if the answer to question 1 or 5 is "No" or the answer to question 6, 7 or 8 is "Yes".

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

☐ Yes      ☐ No

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

☐ Yes      ☐ No    If no, attach explanation

*If Yes, include UBI number* \_\_\_\_\_

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

☐ Yes      ☐ No    If no, attach explanation

*If Yes, include Industrial Insurance number* \_\_\_\_\_

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

☐ Yes      ☐ No    If no, attach explanation

*If Yes, include Employment Security number* \_\_\_\_\_

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

☐ Yes      ☐ No    or    ☐ Exempt

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

☐ Yes      ☐ No

7. At the time of bid submittal, was the bidder subject to a revocation of a minor work permit under RCW [49.12.390](#)(4)?  
☐ Yes ☐ No
8. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, has the Bidder been found to be out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW within the one year period immediately preceding advertisement of this project?  
☐ Yes ☐ No

If the answer to question 1 or 5 above is "No" or the answer to question 6, 7 or 8 above is "Yes" **STOP HERE** and notify the Contract Specialist. The Bidder is not responsible for this Project. Otherwise proceed to 1.2.

For remaining criteria below, check or fill out the appropriate box. Based upon the answer provided by the Bidder, the County may request additional information or seek further explanation. For sections 1.2 through 1.4 "Bidder" shall include any past or present contractor licenses held by any principal member of the Bidder's firm or joint venture members.

## 1.2 CONTRACT AND REGULATORY HISTORY

- A. The County will evaluate whether the Bidder's and its subcontractor's contract and regulatory history demonstrates an acceptable record of past project performance and consistent responsibility. The Bidder shall answer the following questions. The Bidder may be rejected as not responsible if any answer to questions 1 through 10 below is "Yes".

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

10. Has the Bidder or its subcontractors failed to meet apprenticeship utilization requirements on any public works project, in the last 5 years?

☐ Yes ☐ No

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

### 1.3 CRIMINAL HISTORY

- A. The County will evaluate whether the Bidder's criminal history demonstrates a lack of business integrity or business honesty. The Bidder shall answer the following questions. The Bidder may be rejected as not responsible if any answer to questions 1 through 5 below is "Yes".

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

5. Has the Bidder been found to have violated any anti-discrimination laws or regulations, whether they be local, state or federal, within the last 3 years?

☐ Yes ☐ No

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

#### 1.4 ACCIDENT/INJURY EXPERIENCE

- A. The County will evaluate the Bidder's accident/injury Experience Modification Factor ("EMF") from the Washington State Department of Labor and Industries, or similar organization with jurisdiction in the United States, to assess whether the Bidder has an acceptable safety record preventing personal injuries on projects.
- B. List the Bidder's accident/injury EMF for the last five (5) years. An experience factor is calculated annually by the Washington State Department of Labor and Industries.

Year	Effective Year	Experience Factor

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

## 1.5 FORMER COUNTY EMPLOYEES – CONFLICT OF INTEREST

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

☐ Yes      ☐ No

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

Name(s): \_\_\_\_\_

Role(s): \_\_\_\_\_

## 1.6 COMPLIANCE WITH KING COUNTY ORDINANCE 19925

- A. As a condition of award for contracts valued at \$100,000 or more, the Bidder agrees that it shall comply with the criteria in King County [Ordinance 19925](#). King County Procurement & Payables may waive specific criteria, such as community workforce agreements or employee health insurance, if deemed inapplicable based on procurement type or business size. Failure to comply with the criteria specified in the ordinance and to which the Bidder is attesting on this form will constitute a material breach, and the County may terminate the contract, in whole or in part, for default. Is the Proposer/Bidder in compliance with Ordinance 19925?

☐ Yes      ☐ No

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

## RESPONSIBILITY DETAIL FORM – Supplemental Criteria

### 1.7 ACCIDENT PREVENTION PROGRAM

- A. The Bidder shall submit with the Responsibility Detail Form, a copy of the Bidder's Accident Prevention Program "APP" that meets the requirements stated in Section \_\_\_\_\_, Washington Administrative Code (WAC) 296-155-110, and the applicable portions of WAC 296-24, WAC 296-62, WAC 296-67, WAC 296-155 and WAC 296-800. The County will review the APP. Should the County have concerns about the information contained in the APP, the County may request additional information and/or a submission of a revised APP.
1. Pursuant to the WAC, the APP is to be tailored to the Contractor's type of construction business.
  2. Specific types of hazards related to the work under this Project shall be addressed in the site-specific Health and Safety Plan (HASP) which shall be submitted after Notice to Proceed.
  3. The following website provides additional information regarding the APP:  
<https://lni.wa.gov/safety-health/preventing-injuries-illnesses/create-a-safety-program/accident-prevention-program>
- B. Did the Bidder include an Accident Prevention Plan, which meets the criteria above, with this submittal?

☐ Yes      ☐ No

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

## **1.8 SUPPLEMENTAL RESPONSIBILITY - PROJECT EXAMPLE SHEETS**

- A. As part of completing this Responsibility Detail Form, the Bidder shall be required to complete the following Project Example Sheets. The Bidder shall provide one project example sheet for each project submitted.
- B. If necessary, the Bidder shall print the appropriate number of additional Project Example Sheets in order to satisfy the project information requirements.
- C. The Bidder's failure to provide the required project information may result in a determination of the Bidder being declared non-responsible by the County.
- D. The Bidder shall submit its completed Project Example Sheets with its Responsibility Detail Form.
- E. For any newly formed or reorganized Bidder, if the Bidder submits Project Example Sheets for work which was performed under a contractor's license different from that submitted on the Form of Bid, the Bidder shall submit, on a separate page, the following information:
  - 1. The full name of the prior firm and prior license number of the entity(ies),
  - 2. The names of the principal members of the Bidder who were part of the prior firm(s) and their role(s); and
  - 3. The reason for the newly formed or reorganized firm.
- F. Submit only project examples that are Substantially Complete prior to the bid close date and time for this solicitation.
- G. Definitions
  - 1. "Project" – means all activities relative to the contract, subcontract, work package, work order, job order, etc. including activity of the Contractor, its Subcontractors, and the County.
  - 2. "Substantial Completion" or "Substantially Complete" means the point in a construction project or subcontracted work when the work is far enough along that the owner can move in and use the building for its intended purpose, even though minor items remain unfinished. Or in alternative public works work packages.
  - 3. "Work" – refers to all the construction and other activities required by the Contract or subcontract and includes all labor, materials, equipment, supplies, and all activities necessary to fulfill all of the Contractor's or subcontractor's obligations under the Contract.

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

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

### Responsibility Criteria A Project Example # \_\_\_\_\_

The Bidder shall submit three (3) Substantially Complete project examples which demonstrate their experience meets **ALL** of **Criteria A** listed below. *If the project example does not meet **ALL** of **Criteria A** listed below, the project example will not be accepted.*

Projects can include a contract, an individual Work Order, or a Job Order.

Criteria A	Project Meets Criteria A
1. The bidder managed and/or performed the work on this project including managing subcontractors.	Yes <input type="checkbox"/>
2. The Total Contract Price for this project was at least \$25,000.	Yes <input type="checkbox"/>
3. This project was Substantially Complete within the last ten (10) years.	Yes <input type="checkbox"/>
4. The work on this project included telecommunications system and data network cabling.	Yes <input type="checkbox"/>
5. The Bidder managed and/or performed the work on this project with legacy telecommunications equipment that required specialized expertise on systems described in Section 01 01 00.	Yes <input type="checkbox"/>

### Responsibility Criteria B Project Example # \_\_\_\_\_

For **EACH** of the **Criteria B** listed below, the Bidder shall submit a minimum of three (3) Substantially Complete project examples which demonstrate it has met the Criteria's requirements. Each project example (any one project) does not need to include any other Criteria B items. The Bidder may submit as many project examples as necessary to satisfy the three (3) project example per criterion requirement. Criteria B project examples do not have to meet Criteria A listed above. Note: Each project example does not need to include all nine (9) Criteria B. If necessary, the Bidder may submit additional Project Example Sheets to demonstrate their experience meets each of the Criteria B.

Criteria B	Project Meets Criteria B
1. The work on this project included cross-connecting, testing, and repairs or replacement of system components for state-of-the art and legacy systems.	Yes <input type="checkbox"/>
2. The Bidder managed and/or performed the new installation and/or repair of existing overhead paging systems. Including but not limited to: zoning, loud bells, speakers that interface with phone systems.	Yes <input type="checkbox"/>



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

3. The work on this project was performed within or in support of an operating industrial or public utility facility.	Yes <input type="checkbox"/>
4. The Bidder demonstrated the ability to provide timely emergency-level response when required, including the capacity to acknowledge urgent requests within approximately 1 hour, 24 hours a day/7 days a week, and to mobilize crews to site within about 2 hours.	Yes <input type="checkbox"/>
5. The Bidder managed and/or performed work on this project that involved new construction of network infrastructure installations including inner ducting, network racks and/or network cabinets, cable trays, backboard, and vertical and/or horizontal copper and fiber optic data wiring for building backbones.	Yes <input type="checkbox"/>
6. The Bidder managed and/or performed the work on this project requiring fiber optic cable installations or repairs.	Yes <input type="checkbox"/>
7. The Bidder managed and/or performed the work on this project which included installation or repair of at least one of the following: CAT-5E, CAT6/CAT6A, CAT7 or modular cable management systems, including SYSTIMAX.	Yes <input type="checkbox"/>
8. The Bidder managed and/or performed the work on this project that involved the demolition or removal of network/telecommunications cabling or dismantling of communication systems such as voice mail systems, PBXs network gear, etc.	Yes <input type="checkbox"/>
9. The work on this project included outside plant work including aerial, underground vault and trenching work.	Yes <input type="checkbox"/>

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

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

### **CONCURRENT MANAGEMENT OF MULTIPLE PROJECTS (WORK ORDERS)**

The Bidder shall demonstrate their ability to manage multiple projects (e.g. work orders, job orders, etc.) concurrently to assess whether the Bidder has an acceptable management skill on handling multiple construction projects at the same time.

The Bidder shall list three (3) project examples (i.e. work order, purchase order, and/or job order) with a contract price of at least \$25,000.00 each, that were Substantially Complete within the last six (6) years, where the work was performed concurrently, and which included outside plant work and inside plant work.

Projects can include a contract, an individual Work Order, or a Job Order:

- Outside plant work such as:
  - Installation/repair of underground conduit at least 3" in size using directional bore or open trench.
  - Installation/repair of aerial low voltage communication cable.
- Inside Plant Work such as:
  - Installation/repair of network cabling, including vertical fiber optic or copper infrastructure.
  - Installation of inner duct, racks, cable trays and backboards.
  - Repair of low voltage communication cable.
  - Installation of vertical and horizontal cable management systems.

#### **Project #1**

Name of Firm that performed the Work					
Project Name:					
Project Summary:					
Project Owner:				Owner's Telephone Number:	
Owner's Project Manager: (or person who can verify experience)				Owner's PM Telephone Number:	
Owner's Project Manager Email:					
Contract Price:		Begin Date:		Substantial Completion Date:	

#### **Project #2**

Name of Firm that performed the Work					
Project Name:					
Project Summary:					
Project Owner:				Owner's Telephone Number:	
Owner's Project Manager: (or person who can verify experience)				Owner's PM Telephone Number:	
Owner's Project Manager Email:					
Contract Price:		Begin Date:		Substantial Completion Date:	

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

**Project #3**

Name of Firm that performed the Work					
Project Name:					
Project Summary:					
Project Owner:			Owner's Telephone Number:		
Owner's Project Manager: (or person who can verify experience)			Owner's PM Telephone Number:		
Owner's Project Manager Email:					
Contract Price:		Begin Date:		Substantial Completion Date:	

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

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

### Responsibility Criteria A Project Example # \_\_\_\_\_

The Bidder shall submit three (3) Substantially Complete project examples which demonstrate the firm performing the Lead Telecommunication Technician experience meets **ALL** the Criteria A listed below. *If the project example does not meet **ALL** of **Criteria A** listed below, the project example will not be accepted.*

Projects can include a contract, an individual Work Order, or a Job Order.

Criteria A	Project Meets Criteria A
1. The Lead Telecommunication Technician managed and/or performed the work on this project.	Yes <input type="checkbox"/>
2. Contract Price for the work on this project was at least \$10,000.	Yes <input type="checkbox"/>
3. The work on this project was Substantially Complete within the last ten (10) years.	Yes <input type="checkbox"/>
4. The work on this project included new installation, repair, and replacement of telecommunications or fiber optic cable, including conduit or inner duct 3" diameter or greater on this project.	Yes <input type="checkbox"/>
5. The work on this project included work related to installation, network diagnostic, repair, replacement, testing and cross-connecting of Class 5 digital telephone switching system, including Nortel DMS-100 Meridian Business Sets (Centrex) and/or Meridian ACD sets (40 or more telephones).	Yes <input type="checkbox"/>
6. The work on this project required the identification of TN numbers on a Nortel digital switching system and troubleshooting repair issues using a Digital Lineman's Handset (Digital Butt Set).	Yes <input type="checkbox"/>
7. The work on this project included the installation or repair of new network infrastructure including but not limited to vertical and horizontal copper wiring, network/server rack, cable tray and backerboard, CAT-5E, CAT6-CAT6A, CAT7 or SYSTIMAX modular cable management system.	Yes <input type="checkbox"/>

### Responsibility Criteria B Project Example # \_\_\_\_\_

For **EACH** of **Criteria B** listed below, the Bidder shall submit a minimum of two (2) Substantially Complete project examples which demonstrate the firm performing the Lead Telecommunication Technician experience has met the Criteria's requirements. Each project example (any one project) does not need to include any other Criteria B items. The Bidder may submit as many project examples as necessary to satisfy the two (2) project example per criterion requirement. Criteria B project examples do not have to meet Criteria A listed above. Note: Each project example does not need to include all six (6) Criteria B. If necessary, the Bidder may submit additional Project Example Sheets to demonstrate the firm performing the Lead Telecommunication Technician experience meets each of the Criteria B.

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

Criteria B	Project Meets Criteria B
1. The work on this project included new construction network infrastructure installations including vertical and horizontal copper and fiber optic data wiring for building backbones and local area networks.	Yes <input type="checkbox"/>
2. The work on this project was performed within an operating industrial or public utility facility.	Yes <input type="checkbox"/>
3. The work on this project included programming and maintaining Norstar DR5 Key Systems.	Yes <input type="checkbox"/>
4. The work on this project included new installation and/or repair of existing overhead paging systems and equipment including zoning, loud bells, and speakers that interface with phone systems.	Yes <input type="checkbox"/>
5. The work on this project included the demolition of network/telecommunication cabling and the dismantling of communication systems such as voicemail systems, PBXs, network gear, etc.	Yes <input type="checkbox"/>
6. The work on this project included outside plant work including aerial, underground vault and trenching work.	Yes <input type="checkbox"/>

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

Project Manager's Name: \_\_\_\_\_

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

**Responsibility Criteria A Project Example # \_\_\_\_\_**

The Bidder shall submit three (3) Substantially Complete project examples which demonstrate the Project Manager's experience meets **ALL** the **Criteria A** listed below. *If the project example does not meet ALL of Criteria A listed below, the project example will not be accepted.*

Projects can include a contract, an individual Work Order, or a Job Order.

Criteria A	Project Meets Criteria A
1. The Project Manager managed the day-to-day activities on this project.	Yes <input type="checkbox"/>
2. The Project Manager was responsible for managing subcontractors.	Yes <input type="checkbox"/>
3. The project was substantially completed within the last ten (10) years.	Yes <input type="checkbox"/>
4. The contract price was at least \$25,000.	Yes <input type="checkbox"/>
5. The Project Manager managed the day to day project schedule and work assignments on this project.	Yes <input type="checkbox"/>

**Responsibility Criteria B Project Example # \_\_\_\_\_**

For **EACH** of the **Criteria B** listed below, the Bidder shall submit a minimum of two (2) Substantially Complete project examples which demonstrate the Project Manager's experience has met the Criteria's requirements. Each project example (any one project) does not need to include any other Criteria B items. The Bidder may submit as many project examples as necessary to satisfy the two (2) project example per criterion requirement. Criteria B project examples do not have to meet Criteria A listed above. Note: Each project example does not need to include all five (5) Criteria B. If necessary, the Bidder may submit additional Project Example Sheets to demonstrate the Project Manager's experience has met the Criteria's requirements meets each of the Criteria B.

Criteria B	Project Meets Criteria B
1. The work on this project included network and telecom infrastructure installations including vertical and horizontal copper and fiber optic data wiring for building backbones and local area network.	Yes <input type="checkbox"/>
2. The work on this project was performed within an operating industrial or public utility facility.	Yes <input type="checkbox"/>
3. The work on this project included cross-connecting, testing, and repairs or replacements of system components for current and legacy systems.	Yes <input type="checkbox"/>

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

4. The work on this project involved the demolition of network/telecommunication cabling and the dismantling of communication systems such as voicemail systems, PBXs, network gear, etc.	Yes <input type="checkbox"/>
5. The work on this project included outside plant work including aerial, underground vault and trenching work.	Yes <input type="checkbox"/>

## RESPONSIBILITY DETAIL FORM – Responsibility Attestation

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

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

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

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Location or Place Executed: (City, State): \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

### Bidder General Information

Bidder's Legal Name: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

### If Joint Venture

Legal Name of Joint  
Venture: \_\_\_\_\_

Members of Joint  
Venture: \_\_\_\_\_



**SECTION 00 50 00**

**AGREEMENT**

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

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

**STRUCTURED CABLING UPGRADES WORK ORDER 2026-2028  
CONTRACT NUMBER KC001660**

1. The Contractor agrees to complete the work, furnish all tools, materials and equipment necessary on the terms and conditions specified in the Contract Documents. The Contractor further agrees to assume and perform all of the covenants and conditions required of the Contractor pursuant to the Contract Documents, for the not to exceed amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) pursuant to the unit prices and mark-up percentages as stated in the Form of Bid.
2. King County agrees to pay the Contractor for fulfillment of the work and performance of the covenants set forth in the Contract Documents in accordance with the Contractor's Form of Bid and the Contract Documents.
3. Except as expressly provided in the Contract Documents, no liability shall attach to the County by reason of entering into this Agreement.
4. King County agrees to pay the Contractor the applicable Washington State Retail Sales Tax in accordance with the terms and conditions set forth in the Contract Documents.
5. The Contract Time shall end 365 calendar days after the date of Contract execution by the County; provided however, at the County's sole discretion, this Contract may be extended for an additional 365 calendar days or until the Not to Exceed Contract Price is reached, whichever occurs first. If the County elects to extend the Contract Time the County shall issue a Contract Modification. In no event shall the Contract Time be greater than two years from the date of Contract execution by the County.
6. King County's Project Representative is Cise Yare.
7. The Contractor's Representative is \_\_\_\_\_.
8. The Contractor shall include Contract Purchase Agreement (CPA) @CPA# when submitting Application(s) for Payment.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective authorized officers or representatives as of the day and year written below.

**KING COUNTY**

**CONTRACTOR**

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

Stephen Heard  
Chief Information Officer  
Department of Information Technology  
*For Girmay Zahilay*  
*King County Executive*

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

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

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

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

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

**END OF SECTION**

**SECTION 00 52 00**  
**FORMS AND DOCUMENTS**

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

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

**TO BE SUBMITTED PRIOR TO INTENT TO AWARD**

Submit one (1) PDF copy of the following forms and documents within two (2) days after request by King County.

Form/Document
Responsibility Detail Form See Section 00 45 13 <i>To be provided by Contract Specialist</i>

**TO BE SUBMITTED AFTER INTENT TO AWARD**

Submit one (1) PDF copy of the following forms and documents within five (5) days after receipt of Intent to Award. Contracts will not be executed prior to the receipt of the required forms and documents from the selected bidder.

Form/Document
Retained Percentage Option <i>[delete for all federally funded Federal Transportation (FAA, FTA, FHWA) RCW 60.28.011]</i> <a href="#">Click here for Form</a>
Performance and Payment Bond <i>To be provided by Contract Specialist</i>
Certificate of Insurance and Additional Insured Endorsement(s) <i>To be provided by Bidder's Insurance Broker</i>

**END OF SECTION**

**SECTION 00 61 00**  
**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 Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (Contract Price), and including any and all adjustments to the Contract Price, for the faithful performance of the Agreement referenced below, and for the payment of which sum we do bind ourselves, and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT** the Principal entered into a certain Agreement with **KING COUNTY**, for **Structured Cabling Upgrades Work Order 2026-2028, Contract KC001660** incorporated herein by this reference and including all Contract Documents. This bond shall cover all approved change orders, amendments and modifications as if they were in the original Agreement. Similarly, this bond shall cover payment to the State of Washington with respect to claims for taxes, increases and penalties imposed under Titles 50, 51, and 82 Revised Code of Washington (RCW).

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

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

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

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City/ST/Zip: \_\_\_\_\_

City/ST/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 00 62 00**  
**INSURANCE REQUIREMENTS**

**1.01 CONTRACTOR'S INSURANCE.**

A. The Contractor shall maintain, at its sole cost and expense, during the Contract period and for three (3) years thereafter, insurance coverage at least as broad as the limits and coverage outlined in the Contract. By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor, or that of any Subcontractor, under this Contract, or in any way limit the County's potential recovery to insurance limits required hereunder. To the contrary, this Contract's insurance requirements may not in any way be construed as limiting any potential liability to County or County's potential recovery from Contractor. The Contractor and its Subcontractor(s) shall assess their own risks and, if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. Within the time stated in the Intent to Award, the Contractor shall furnish King County Procurement and Payables (P&P) Section with certificates of insurance and endorsements (compiled into one pdf via email) certifying the issuance of all insurance required by this Contract. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative of the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, contract or RFP number, shall specify the form number of any endorsements issued to satisfy this Contract's insurance requirements, and shall state that the County shall receive notice at least thirty (30) Days prior to any cancellation, lapse, or material change in the policy. 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.

1. **All certificates of insurance and endorsements shall only be filed upon request by King County and within five (5) business days, unless otherwise specified. All insurance certificates and endorsements shall be sent to the Certificate Holder as listed below.**

**Certificate Holder:**

King County, Information Technology Division  
401 5th Ave. Suite 600 M/S: CNK-IT-0600  
Seattle, WA 98104

Email: Samantha Crowe, [samantha.crowe@kingcounty.gov](mailto:samantha.crowe@kingcounty.gov)

C. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements and riders, which may be redacted of any confidential or proprietary information. The Contractor shall deliver such policies to the County within five (5) Days of County's request. Failure to provide such policies of insurance within a time acceptable to the County shall entitle the 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.

D. The County's receipt or acceptance of the Contractor's or any Subcontractor's evidence of insurance at any time without comment or objection, or the County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section or consequently, constitute the County's acceptance of the adequacy of the Contractor's or any Subcontractor's insurance or preclude or

prevent any action by the County against the Contractor for breach of the requirements of this Section.

E. Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

F. Each insurance policy shall be written on an "occurrence" basis/form; except insurance for professional liability (errors and omissions), and/or pollution liability, and/or cyber liability (technology errors and omissions). Professional liability (errors and omissions), pollution liability, and cyber liability (technology errors and omissions) required by this Contract is acceptable on a "claims made" basis/form.

G. If coverage is approved and purchased on a "claims made" basis/form, the coverage provided under that insurance policy shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Work which is subject of this Contract or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Work which is subject of this Contract. All insurance written on a "claims made" basis/form must have its policy inception or retroactive date be no later than the date the Contract is executed.

H. If the scope of Work is modified or significantly expanded, or if the aggregate limits on any of the Contractor's policies are eroded, the County may require the Contractor to obtain additional coverage or reinstate any 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 the County with proof of any additional insurance or reinstated coverage.

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

## **1.02 WAIVER OF SUBROGATION**

A. The Contractor waives all rights against the County, the 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 MINIMUM SCOPE AND LIMITS OF INSURANCE.**

A. The Contractor shall obtain and maintain, at its sole cost and expense, the following types of insurance and minimum insurance limits.

1. **Commercial General Liability.** \$3,000,000.00 per occurrence and \$5,000,000.00 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01, or its substantive equivalent. Such insurance shall include coverage for, but not limited to, premises liability, ongoing operations, contractual liability, products and completed operations. Limits may be satisfied by a single primary policy limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall

be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including, but not limited to, additional insured status for the County.

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

(b) Explosion & Collapse, Underground Damage (XCU) coverage shall apply for the same limits as the general liability policy.

2. **Professional Liability Errors and Omissions.** \$2,000,000.00 per claim and in the aggregate.
3. **Automobile Liability.** \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering BUSINESS AUTO COVERAGE, symbol 1 “any auto”; or the combination of symbols 2, 8, and 9. Limits may be satisfied by a single primary policy limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including, but not limited to, additional insured status for the County.
4. **Workers Compensation. Statutory requirements of the State of residency.** Coverage shall be at least as broad as Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable Federal or “other States” State Law.
5. **Employers Liability or “Stop Gap”.** Coverage in the amount of \$1,000,000.00 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the general liability policy.
6. **Builder's Risk/Installation Floater.** The Contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by King County, whichever is longer, “All Risk” Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof and include earthquake and flood. The policy shall be endorsed to cover the interests, as they may appear, of King County, the Contractor and Subcontractors of all tiers with King County and Subcontractors listed as Named Insureds. In the event of a loss to any or all of the Work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by King County, the Contractor shall promptly reconstruct, repair, replace, or restore all Work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the Contractor or its surety from the obligation of furnishing all the required materials and completing the Work in full compliance with the terms of the Contract.
7. **Pollution Liability.** \$1,000,000.00 per occurrence or claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include

the destruction of tangible property, loss of use, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

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

A. Any deductibles and/or self-insured retention of the policies shall not in any way limit the County's right to coverage under the required insurance, or to the Contractor's or any Subcontractor's liability to the County, and shall in all instances be the sole responsibility of the Contractor or Subcontractor.

#### **1.05 OTHER INSURANCE PROVISIONS.**

A. All insurance policies purchased and maintained by the Contractor and any Subcontractor required in this Contract shall contain, or be endorsed to contain, the following provisions:

1. With respect to all liability policies except Professional Liability (errors and omissions), Cyber Liability (Technology Errors and Omissions), and Workers Compensation:
  - (a) The County, its officials, employees, agents, and representatives shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Contractor, its agents, representatives, employees and/or Subcontractor(s) in connection with this Contract. Additional Insured status shall include products-completed operations CG 20 10 11/85 or its substantive equivalent. **The County requires a copy of the additional insured endorsement(s) to complete the Contract.**
2. With respect to all liability policies (except workers compensation):
  - (a) Coverage shall be primary insurance as respects the County, its officials, employees, agents, and representatives. Any insurance and/or self-insurance maintained by the County, its officials, employees, agents and representatives shall not contribute with any Contractor's or Subcontractor's insurance or benefit the Contractor, its Subcontractor(s), or their respective insurers in any way.
  - (b) Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

#### **1.06 ACCEPTABILITY OF INSURERS.**

A. Unless otherwise approved by the County:

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

#### **1.07 SUBCONTRACTORS.**

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

#### **1.08 JOB SITE SAFETY.**

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

**END OF SECTION**



**SECTION 00 72 00**  
**GENERAL TERMS AND CONDITIONS**  
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## ARTICLE 1: GENERAL PROVISIONS

### 1.0 DEFINITIONS

- A. **“Addendum”** is a written alteration or clarification of the plans or specifications provided to bidders by the County prior to bid time, which becomes part of the Contract Documents when the Contract is executed.
- B. **“Application for Payment”** means a written request for payment of Work completed in accordance with the Contract and approved Work Order, submitted by Contractor to the County.”
- C. **“Change Order”** means an executed written instrument that alters the terms of an individual Work Order. A Change Order may be bilateral (executed by both Parties) or unilateral (executed by the County only).
- D. **“Change Proposal”** means a document prepared by the Contractor at the request of the County in response to a Request for Change Proposal initiated by the County, that proposes to change one or more terms of a Work Order. The County initiates all Requests for Change Proposals.
- E. **“Claim”** means a written demand by the Contractor seeking relief not granted in the Contractor’s prior Request for Change Order or in response to a unilateral Change Order.
- F. The **“Contract”** or **“Work Order Contract”** means the entire integrated master agreement between the Contractor and the County in which the Contractor agrees to perform services for the County through the execution of individual Work Order(s).
- G. **“Contract Documents”** constitute the entire integrated agreement between the County and the Contractor for the performance of the Work. The Contract Documents include the following:
  - 1. Signed Agreement between the County and Contractor (the “Agreement, Section 00 50 00”);
  - 2. Contract Modifications to the Agreement, Section 00 50 00;
  - 3. Work Order, including all attachments and Work Order Project Documents;
  - 4. Form of Bid and Addenda;
  - 5. Affidavits, Certifications and Bonds as specified in the Contract;
  - 6. General Terms and Conditions, Section 00 72 00;
  - 7. Special and/or Supplemental Terms and Conditions, Section 00 73 00;
  - 8. Drawings and Detail Drawings;
  - 9. The General Requirements, Division 1
  - 10. The Technical Specifications, Divisions 2 through 49;
  - 11. Any Change Order(s) to a Work Order; and,
  - 12. Invitation to Bid Documents, which includes all sections in Division 0, if not previously listed, including the Contractor’s completed Responsibility Detail Form and Responsibility Attestation Form.

- H. **“Contract Execution”** occurs when the County Executive or its designee signs the Contract, which shall occur after the Contractor signs the Contract. Contract Execution will be performed through an electronic signature process.
- I. **“Contract Modification”** means a written instrument executed between the County and Contractor modifying the Agreement, Section 00 50 00 by amending the Contract Time and/or Prevailing Wage Rate changes, if applicable.
- J. **“Contract Price”** means the total not to exceed amount payable by the County to the Contractor for performance of all Work in accordance with the Agreement, Section 00 50 00.
- K. **“Contract Time”** means the total time allowed to execute Work Orders under this Contract. The Contract Time shall end 365 calendar days after the date of Contract Execution by the County; provided however, at the County's sole discretion, this Contract may be extended for one additional year or until the Not to Exceed Contract Price is reached, whichever occurs first. If the County elects to extend the Contract Time, the County shall issue a Contract Modification to the Contract. In no event shall the Contract Time be greater than two years from the date of Contract Execution by the County.
- L. **“Contract Work”** or **“Work”** refers to the labor, materials, equipment, supplies, services, and all activities necessary for the execution, completion and fulfillment of the Contract and each individual Work Order by the Contractor to the satisfaction of the County.
- M. **“Contractor”** means the individual or business entity contracting with the County to perform and complete all Work under the Contract.
- N. **“Contractor's Contract Representative”** means the individual designated by the Contractor to be responsible for administering the Contract and who has the authority to bind and obligate the Contractor in the performance of the Work.
- O. **“Critical Path”** is the longest, continuous sequence of interrelated activities that begins at the start of the Work Order project (Notice to Proceed) and extends to Substantial Completion of the Work Order. A delay to the Critical Path will delay Project completion.
- P. **“Day”** or **“Days”** means calendar day, unless otherwise specified.
- Q. **“Differing Site Conditions”** are defined as: **Type I** Subsurface or latent physical conditions at the site which differ materially from those described or shown in the Contract Documents and not reasonably foreseeable based on the information available to the Contractor at the time of bid; or **Type II** Unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in the construction activities of the character provided for in the Contract and not reasonably foreseeable based on the information available to the Contractor at the time of bid.
- R. **“Direction”** is a general term that refers to communications from the County Project Representative to the Contractor about the Work. Direction includes, but is not limited to, Field Directives, directives to accelerate or suspend Work, and response to Requests for Information and Submittals.
- S. **“Field Directive”** is a document prepared by the County directing the Contractor to perform or not perform specific work at the Work Order Site and shall not, in and of

itself, constitute Contractor's entitlement to a Change Order to an existing Work Order.

- T. **"Final Acceptance"** is the written acceptance issued to the Contractor by the County after the Contractor has completed all requirements of the Contract.
- U. **"Final Payment"** means the County's payment on the Contractor's final Application for Payment, (See Article 7, *Payment and Completion*).
- V. **"Final Completion of a Work Order"** means the written acceptance by the County that the Contractor has fully completed an individual Work Order in accordance with the requirements set forth in the Work Order and the Contract Documents.
- W. **"Float"** shall be defined as the period of time measured by the number of days each non-critical path activity may be delayed before it and its succeeding activities become part of the Critical Path in the Project Schedule. Contractor and the County may both utilize Float to offset delays to the Project Work
- X. **"Force Majeure"** means an event that is unforeseeable at the time of Contract Execution and that is beyond the reasonable control of the Contractor and County and is limited to:
  - 1. A natural disaster causing a declaration of a State of Emergency by the Governor of Washington or President of the United States, or declared to be an emergency by the County Executive including, but not limited to, earthquakes;
  - 2. Acts or omissions of any government entity acting within its governmental capacity;
  - 3. Fire and/or flood for which the Contractor or its Subcontractors is not responsible;
  - 4. Quarantine or epidemic or pandemic;
  - 5. Strike or defensive lockout; and,
  - 6. Unusually Severe Weather Conditions.
- Y. **"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.
- Z. **"Hand and Other Small Tools"** means any tool, piece of communication equipment, or piece of equipment with a wholesale value of less than \$500.

- AA. **“King County”** or **“County”** or **“Owner”** refers to the county of King, a political subdivision and home rule charter county of the state of Washington.
- BB. **“Notice”** means a written document issued by one Party of the Contract to the other.
- CC. **“Notice To Proceed”** is a written directive issued by the County authorizing the Contractor to start performance of the Work under an individual Work Order.
- DD. **“Overhead”** refers to Site or Field Office Overhead and Home Office Overhead costs that may be incurred or allocated in support of the Contract and each Work Order but are not part of the cost of directly performing the physical Contract construction activity. Such Overhead includes, but is not limited to the Contract “site” or “field” overhead costs and the home office (general and administrative) overhead costs.
1. **“Site or Field Office Overhead”** means those costs that directly support the physical completion of the Work, including but not limited to: initial site visit, preparation of the site specific Health and Safety Plan, constructability (design) reviews, and estimating the Work Order price and/or scope, salaries and direct payroll costs for superintendents, planners, schedulers, engineers, managers, clerical staff and all vehicles, travel, meal and lodging costs associated with those personnel; field office and utility expenses; expenses associated with all regulatory compliance; Hand and Other Small Tools provided by the Contractor for the use of its forces; all expendable supplies; and all other such items.
  2. **“Home Office Overhead”** means that portion of Contractor business costs necessary to operate the business entity that are not specifically related to the Work but are properly allocable to this Contract. Such costs include, but are not limited to, those associated with office and office personnel salaries and related payroll taxes and benefits; costs of office occupancy and maintenance, all supporting services (such as utilities, office equipment, computers, and similar items) related to the home office function; business taxes and licenses; and all such other costs necessary to operate the business entity.
  3. **Bonds, Insurance and Taxes.** In addition to the above, whether treated as Site or Field Office Overhead or as Home Office Overhead, costs of bonds (other than performance and payment bonds), insurance(s), and taxes (other than retail sales tax), associated with this Contract are to be considered as Overhead. All items as those identified above are to be treated as Overhead for this purpose regardless of how the Contractor chooses to account for them in its books of account.
  4. **Unallowed Overhead Items.** Under no circumstances shall the County pay the Contractor for direct or allocated costs or charges for officer bonus and profit sharing, project personnel bonuses, charitable contributions, income taxes, or any costs relating to illegal activity.
- EE. **“Party”** or **“Parties”** refers to the Contractor and/or the County.
- FF. **“Project”** refers to all activity relative to this Contract or a Work Order including activity of the Contractor, its Subcontractors, and the County.
- GG. **“Project Documents”** means the documents associated with a specific Work Order and includes the scope of work, dollar amounts, schedule, drawings, Specifications , and all associated Change Orders. Project Documents are a part of the Contract Documents.

- HH. **“Project Manager”** or **“Work Order Project Manager”** means the County designated representative for each Work Order with the authority to negotiate and/or administer the Work Order in accordance with the Work Order and the Contract Documents. The Project Manager or Work Order Project Manager shall have no authority to execute a Work Order or a Change Order to a Work Order.
- II. **“Project Representative”** means the individual designated by the County with the authority to enter into, administer, or terminate the Contract in accordance with the Contract Documents, as identified in the Agreement (Section 00 50 00).
- JJ. **“Project Schedule”** or **“Work Order Schedule”** means a document, prepared pursuant to all Contract requirements for the Project and or individual Work Order Schedule, that indicates the time of performance of all activities necessary for completion of the Work Order within the Work Order Time. The Project Schedule and all required updates will be utilized to monitor progress of the Work.
- KK. **“Punch List”** means a list of items to be completed or corrected by the Contractor after Substantial Completion of a Work Order and prior to Final Completion of a Work Order.
- LL. **“Request for Change Order”** (or “RCO”) means a document, designated as a Request For A Change Order, prepared by the Contractor requesting either (1) a change in Work Order Price; (2) a change in Work Order Time; (3) a change in Work Order Work; (4) a payment of money or damages; and/or, (5) any other relief arising out of, or relating to a Work Order.
- MM. **“Request for Change Proposal”** (or “RCP”) means a document, designated as a Request For Change Proposal, prepared by the County requesting Contractor’s price for the proposed change to a Work Order. A Request for Change Proposal is not Direction to proceed with the change to the Work Order.
- NN. **“Request for Information”** (or “RFI”) is a request from the Contractor to the County seeking an interpretation or a clarification of some requirement of the Contract Documents.
- OO. **“Retainage”** is a retained percentage of the Contract Price held by the County or equivalent value in the form of a statutory retainage bond posted by the Contractor, which is released after contract and statutory conditions have been met.
- PP. **“Satisfactory Completion”** pertains to additional Work under a Change Order and is further defined in provision 6.3, *Change Orders*.
- QQ. **“Schedule of Values”** means a document that allocates portions of the total Work Order Price, which includes all Overhead and profit, to each of the activities necessary to complete the Work Order. The Schedule of Values is used as the basis for calculating Progress Payments.
- RR. **“Site”** or **“Project Site”** or **“Work Order Site”** shall be understood to refer to the location at which construction, equipment or services furnished by the Contractor under a Work Order will be performed, completed and/or delivered.
- SS. **“Specifications”** means that portion of the Project Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work and performance of related services for a Work Order.

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

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

VV. **"Substantial Completion"** means the date in the progress of the Work under a Work Order when:

- a. The County has full and unrestricted use and benefit of the Work for the purpose intended;
- b. All the systems and parts of the Work are functional;
- c. Utilities are connected and operate normally;
- d. Only minor incidental work or correction or repair remains to complete all Work Order requirements; and,
- e. The Contractor has provided all occupancy permits and easement releases.

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

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

XX. **"Technical Representative"** refers to the individual designated by the Project Representative or Work Order Project Representative to perform functions under the Contract including but not limited to contract administration and other functions of a technical nature.

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

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

Ice, snow and other weather conditions, not described above, may be considered as unusually severe at the sole discretion of the County upon written request by the Contractor. Such written request shall describe in detail the weather conditions, identify the specific impacts resulting from the weather condition, and be submitted



to the County within five (5) Days of the onset of the unusually severe weather condition. If the County determines that the identified weather conditions were unusually severe weather, then Contractor may proceed pursuant to provision - 5.2, *Acceleration*.

To preclude the difficulties of actual measurement, the Parties hereto agree that weather data at the Site of the Work shall be expressly deemed to be the same as that measured at the Seattle-Tacoma International Airport by the Environmental Data and Information Service of the National Oceanic and Atmospheric Administration ("NOAA") of the U. S. Department of Commerce, unless otherwise specified in the Contract Document's technical specifications.

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

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

ZZ. **"Work Order"** means the signed, written document that memorializes agreement between the Contractor and the County, in accordance with the terms of the Contract Documents, by which the Contractor shall supply the labor, materials, equipment, supplies, and services necessary to fulfill the Contractor's obligations under the Work Order for the execution and completion of individual Work Order(s).

AAA. **"Work Order Price"** means the total dollar amount to be paid for a Work Order in accordance with the terms and conditions of the Contract Documents. Pricing under a Work Order can only be based upon (1) a lump sum (2) time and materials with a "not to exceed" total Work Order Price, (3) unit pricing with a "not to exceed" total Work Order Price. Simple "time and materials" Work Order pricing without a not to exceed total Work Order Price is not allowed under this Contract.

BBB. **"Work Order Time"** means the duration stated in the Work Order to achieve Substantial Completion and/or Final Completion of a Work Order. Work Order Time can be identified by usage of a specific date certain or identified number of days from Notice to Proceed. In no event shall continuation of an executed Work Order extend more than 12 months after the expiration date of the Contract Time.

## 1.1 INTENT AND INTERPRETATION OF THE DOCUMENTS

- A. The Contract Documents constitute the entire and integrated agreement between the Parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.
- B. The Contract Documents shall not be construed to create a contractual relationship between any parties other than the County and the Contractor. No contract between the County and a third party shall be construed to create any duty on the part of the County or such third party to the Contractor. The Contractor is not an intended or incidental beneficiary of any promises made in the County's contract with a third party, if any.
- C. The Contract Documents are intended to be complementary. What is required by one part of the Contract shall be as binding as if required by all. Should any conflict or inconsistency be found in the Contract Documents, the County shall resolve any

such conflict or inconsistency in accordance with provision 1.2, *Order of Precedence*.

- D. Where the words “similar” or “typical” (or their equivalents) are used in the Contract, they shall mean nearly corresponding, 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.
- F. Each Work Order will address the scope of work and completion milestones, and shall be performed pursuant to the Project Documents.

## **1.2 ORDER OF PRECEDENCE**

- A. Any conflict or inconsistency between the terms or conditions of the Contract Documents shall be resolved by the following descending order of precedence (with 1 taking precedence over 2, 3, 4, 5, 6 and 7; 2 taking precedence over 3, 4, 5, 6 and 7; and so forth):
  - 1. Modifications to Agreement, Section 00 50 00;
  - 2. Agreement, Section 00 50 00;
  - 3. Change Order(s) to a Work Order;
  - 4. Work Order(s), includes Project Documents, Specifications, drawings and drawing details issued with Work Order(s);
  - 5. Form of Bid, Section 00 40 00;
  - 6. Special or Supplemental Terms and Conditions, Section 00 73 00;
  - 7. General Terms and Conditions, Section 00 72 00;
  - 8. General Requirements, Division 1;
  - 9. Technical Specifications, Divisions 2 through 49 included as part of the original solicitation;
  - 10. Drawings and drawing details, included as part of the original solicitation;
  - 11. Certificates/bonds/affidavits; and,
  - 12. Invitation to Bid Documents, Section 00 10 00, including all sections in Division 0 not specifically referenced above, including the Contractor’s completed Responsibility Detail Form and Responsibility Attestation Form.

## **1.3 DETAIL DRAWINGS AND CLARIFYING INSTRUCTIONS**

- 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. Additionally, 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. The County Project Representative is the Contractor's point of contact for the Contract.
- B. The County Project Representative may designate a Work Order Project Manager as the Contractor's point of contact for an individual Work Order by providing written Notice to the Contractor of the designated Work Order Project Manager prior to initiation of a Work Order.
- C. The Project Representative and Work Order Project Manager shall have the authority to negotiate and administer the Work Order; receive all correspondence from the Contractor; issue Field Directives; issue Requests for Change Proposal; respond to Requests for Information, review the Schedule of Values, Project Schedules, and other submittals; and negotiate Change Orders. The Work Order Project Manager shall have no authority to execute a Work Order or a Change Order to a Work Order.
- D. The Project Representative or Work Order Project Representative may designate a Technical Representative(s) to perform contract administrative functions under the Contract, including but not limited to such as review and/or inspection and acceptance of supplies, services, the Work, and other functions of a technical or administrative nature.
  1. The Project Representative or Work Order Project Representative will provide a written Notice of its designation to the Contractor. The designation Notice will set forth the authority of the Technical Representative(s) under the Contract. The Project Representative or Work Order Project Representative shall not grant the Technical Representative greater authority than the Project Representative.
  2. The Project Representative or Work Order Project Representative may provide Notice adding to or modifying these designations, as necessary.

### **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(s). The County does not represent that this information is complete or sufficient for the Contractor's performance of the Work.
- B. All drawings, models, and specifications furnished by the County are solely for use on this Contract and are not to be used by the Contractor on any other work.

### **2.2 WORK BY COUNTY OR SEPARATE CONTRACTORS**

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

## **ARTICLE 3: CONTRACTOR**

### **3.0 CONTRACTOR REPRESENTATIONS**

A. The Contractor makes the following representations to the County:

1. Before execution of a Work Order, the Contractor has:
  - a. Carefully reviewed the Contract Documents and Project Documents for the Work Order;
  - b. 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 the Work;
  - c. Become familiar with the labor, materials, equipment, goods, supplies, services and other items to be furnished;
  - d. Become familiar with and satisfied itself as to the conditions bearing upon transportation, disposal, handling, and storage of materials;
  - e. 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; and
  - f. Examined the Site surface and reasonably ascertainable sub-surface conditions that may be encountered at the Site or affect performance of the Work Order Work or the cost or difficulty thereof.
2. Any failure of the Contractor to take the action described in provision 3.0.A 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.
3. The prices and mark-ups set forth in the Form of Bid, Section 00 40 00, are reasonable compensation for the Work, and the general conditions (including but not limited to weather, site, soil) known or reasonably anticipated for the Site.
4. 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.
5. 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.

### **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. 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. The Contractor shall also provide sufficient staffing and supervision to process Work Orders, Requests for Information, Request for Change Orders, Request for Change Proposals, Submittals, Change Orders, and to perform all other requirements of the Contract and all Work under individual Work Orders. The Contractor shall also keep a copy of the Contract Documents on the Site.

### **3.2 DUTY TO INSPECT DRAWINGS AND SPECIFICATIONS**

- A. Prior to the execution of a Work Order, the Contractor shall carefully study and compare all Project Documents and check the conditions, dimensions, and instructions as stated therein. The Contractor shall immediately notify the County of any errors, inconsistency, or omission which a reasonable contractor would know or through the exercise of reasonable diligence should have discovered under the same and similar circumstances. The Contractor's failure to timely discover and immediately report such error, inconsistency, or omission to the County shall preclude the Contractor's recovery of costs and time resulting from the Contractor failure to timely discover and/or immediately notify the County of such error, inconsistency, or omission.

### **3.3 COMMUNICATIONS**

- A. To facilitate the orderly processing of Project information, all communications between the County and any Subcontractor(s) shall be made through the Contractor. Communication with the Contractor shall be through the Contractor's designated Contract Representative or Contractor's supervisory personnel for the identified Work Order, who shall have full authority to obligate the Contractor and its resources.

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

- A. The Contractor has an obligation to provide qualified and competent personnel to administer a Work Order and perform the Work.
- B. During performance of the Work the Contractor shall have supervisory personnel at the Site and available to manage and administer the Contract and the individual Work Order(s). 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 its employees and shall only employ persons skilled in the Work assigned to it. The County shall have the right to require the Contractor to remove Contractor's employees from the Site that do not have the appropriate qualifications and experience to meet or uphold the requirements of the Contract, or who demonstrate unprofessional behavior. 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.
- D. The supervisory personnel shall not be changed without prior written Notice and written approval by the County.

### **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 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 an acceptance of the prior work as fit for the reception of its Work, except as to defects not then reasonably discoverable.

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

- A. Unless otherwise specifically provided in the Contract Documents, for materials and equipment furnished by the County, the Project Representative will identify the location at which the Contractor will be responsible for taking possession. The Contractor shall promptly unload, transport, store and/or protect such material and equipment from damage.
  - 1. Upon the County's Notice it has furnished the material or equipment, the Contractor shall, within seven (7) Days, unless otherwise specified in the Work Order, inspect such County-furnished material and equipment at the designated location and provide immediate written Notice of rejection of said material and equipment if it is defective or does not meet the requirements of the Contract.
  - 2. The Contractor shall identify the causes for its rejection, including but not limited to the specific defect or nonconformance with the Contract. Failure to provide such written rejection shall result in a presumption that the Contractor accepts the County-furnished material and equipment, except as to defects not then reasonably discoverable.
  - 3. After receipt by the Contractor at the designated location all risk of loss and damage to such materials and equipment shall be borne by the Contractor.
- B. If the Work Order requires that the Contractor install materials or equipment provided by the County, in the absence of a reasonably apparent defect, such materials and equipment shall be considered compliant with the Contract Documents.
  - 1. If the Contractor discovers defects, not reasonably apparent in the County-furnished material or equipment, the Contractor shall immediately provide Notice to the County.
  - 2. After such discovery, the Contractor shall not proceed with Work involving such County materials and equipment unless otherwise authorized in writing by the County.
  - 3. Contractor's failure to provide immediate written Notice of any defects in material or equipment shall constitute acceptance of such materials and equipment as fit for incorporation into the Work.

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

### **3.7 SUBCONTRACTORS**

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

1. The Contractor's subcontracting shall create no contract between the County and the Subcontractor and Suppliers. Subcontractors and Suppliers are not intended or incidental third-party beneficiaries to the Contract. The Subcontractors and Suppliers shall have no rights against the County by reason of a subcontract with the Contractor.
2. The Contractor will be responsible for performing all Work as required by the Contract. The Contract has not been written with the intent of, and the County shall not be a party to, defining the division of work between the Contractor and its Subcontractors and Suppliers.
3. The Contractor shall be responsible for all Work and material furnished, and no subcontract shall release the Contractor of its obligations or liability under this Contract and the Performance and Payment Bond.

#### **B. Selection of Subcontractors and Suppliers.**

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

#### **C. Removal of Subcontractors.**

1. If dissatisfied with any part of the subcontracted Work or a Subcontractor's performance of the Work, the County may request in writing that the Subcontractor be removed. The Contractor shall comply with this request at once, and shall not employ the Subcontractor for any further work under the Contract.

#### **D. Substitution of Subcontractor.**

1. Contractor shall not substitute any Subcontractor without prior written Notice and written approval by the County.

#### **E. Responsibility for Work of Subcontractors.**

1. The Contractor shall be responsible for the acts and omissions of Subcontractors and their employees, whether or not the Subcontractors are accepted by the County. The Contractor shall also be responsible for the suitability of any materials, components, equipment or supplies furnished by a Subcontractor irrespective of whether such were designated or approved by the County.

**F. Subcontractor Responsibility.**

1. Prior to subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following responsibility criteria:
  - a. 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;
  - b. Have a current Washington Unified Business Identifier (UBI) number;
  - c. If applicable, have:
    - i. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - ii. A Washington Employment Security Department number, as required in Title 50 RCW;
    - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - iv. An electrical contractor license in compliance with Chapter 19.28 RCW;
    - v. A plumbing contractor license in compliance with Chapter 18.106 RCW; and
    - vi. An elevator contractor license in compliance with Chapter.
  - d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). The Contractor shall require its first tier Subcontractors to verify the responsibility criteria for lower tier Subcontractors it hires and to require those Subcontractors to verify the responsibility criteria for lower tier Subcontractors.
  - e. For public works projects subject to the apprenticeship utilization, requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under RCW 49.04 for the one-year period immediately preceding the first date of advertising for the project.
  - f. Public Works and Prevailing Wage Training/Exemption. Subcontractors shall have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The subcontractors must designate a person or persons to be trained on these requirements. The training must be provided by the Department of Labor and Industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Subcontractors that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The Department of Labor and Industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its website. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption.



<http://lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>

- g. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW 49.46, 49.48, or 49.52.
- 2. The Contractor shall require its first tier Subcontractors to provide the scope and amount of insurance coverage and evidence of such coverage, including any requirements to list and/or name the County or Contractor, or others as additional insured, in accordance with the requirements of the Contract, and shall require those Subcontractors to verify required insurance coverage for lower tier Subcontractors.
- 3. Prior to commencing any Work under a Work Order, the Contractor shall be required to provide to the County Statements of Intent to Pay Prevailing Wages from all Subcontractors who will be performing Work on a Work Order as required by Washington State Department of Labor and Industries.

### **3.8 SCHEDULE OF WORKING HOURS, OVERTIME, SHIFT AND TIDE WORK**

- A. Unless otherwise specified in the Contract, the Contractor shall submit a schedule of working hours, including overtime, shift, and tide work, to the County for acceptance. This schedule shall comply with RCW 49.28 and all other Contract and Work Order requirements.
- B. The schedule of working hours accepted by the County shall be the only schedule used by the Contractor during performance of Work, except as provided in provision 3.8.C.
- C. The Contractor shall provide 48 hours advance Notice of any intent to work outside of regular working hours. Any Work performed outside 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 further keep at the Site an accurate, readable, and orderly record 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 and/or Work Order. This set of drawings and specifications shall be considered the Record Documents for the Work Order.
- B. The Record Documents shall be maintained in hard copy and, at the County's option, in an electronic format meeting the County's requirements.
- C. In addition to all approved changes, options, alternates, and all actual deviations from the original Work Order documentation, the Record Documents shall be marked as follows:
  - 1. Record all materials where options, alternates and/or Change Orders, were indicated, specified and/or authorized.
  - 2. Record 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.

3. 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.
  4. Update the Record Documents identifying each item of capital equipment or other fixed asset removed from the Project, including the type of equipment or fixed asset, make, model, serial number and description of the location from which it was removed.
  5. Record all other requirements as specified in the Specifications.
- D. 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 7.3, *Payments Withheld*, until all such information is recorded.
- E. Record Documents may be used to assist the County to verify the appropriate progress payment.

### **3.10 COST RECORDS**

- A. The Contractor shall maintain, and shall require all Subcontractors and Suppliers to maintain, Project cost records by cost codes and shall contemporaneously segregate such costs into the activities shown on the Contract Schedule of Values, and record all costs directly associated with each Work activity at the time incurred. The Contractor shall maintain a monthly summary of all costs, including Subcontractor and Supplier costs, and shall make all underlying cost records and monthly summaries of costs available for review, inspection, and copying by the County upon request.
- B. Any Work performed for which the Contractor intends to seek an adjustment in Work Order Price or Work Order Time or damages, directly or indirectly resulting from any event, occurrence, condition or Direction, shall be recorded on the same day the Work is performed and kept separate so as to distinguish it from the Work Order Work. The Contractor, and any Subcontractors or Suppliers, whose costs the Contractor intends to request, shall:
1. Record all costs claimed to result from any such event, occurrence, condition, or Direction including, but not limited to, delay and impact costs, acceleration costs, loss of productivity or efficiency, and increased or extended Overhead at the time incurred;
  2. Record all such costs at the time incurred in a manner that:
    - a. Segregates such costs into Work activities;
    - b. Separates such costs from the costs of Contract Work; and
    - c. Fairly and reasonably allocates such costs to the event, occurrence, condition, or Direction.
- C. In addition to the requirements set forth in Article 5, *Changes to the Contract or Work Orders*, and Article 6, *Time and Price Adjustments*, the Contractor shall be entitled to extra compensation for an event, occurrence, condition or Direction and/or the

recovery of damages only to the extent that the Project cost records are kept in full compliance with all Contract requirements, including the requirement to segregate costs at the time incurred in accordance with this provision 3.10, *Cost Records*, and if and to the extent the cost allocations support entitlement to such compensation.

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

- A. All Contractor, Subcontractor, and Supplier documents relating to the Contract shall be open to inspection, audit, and/or copying by the County or its designee:
  - 1. During the Contract Time; and
  - 2. For a period of not less than six (6) years after the date of Final Acceptance of the Contract ("Preservation Period"); or if any Claim, audit or litigation arising out of, in connection with, or related to this Contract is initiated, all documents shall be retained until such Claim, audit or litigation involving the documents is resolved or completed, whichever occurs later.
- B. The Contractor shall also guarantee that all Subcontractor and Supplier documents shall be retained and open to similar inspection, audit and/or copying during the Contract Time and also the Preservation Period.
- C. The Contractor, Subcontractor, and Supplier shall be subject to an audit at any time with respect to this Contract, and shall use its best efforts to cooperate with the inspection, auditing, and/or copying. Failure to maintain and retain sufficient records in full compliance with all Contract requirements and to allow the County to verify all costs or damages or failure to permit the County access to the books and records shall constitute a waiver of the rights of the Contractor to Claim or be compensated for any damages, additional time or money under this Contract.
- D. 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.
- E. The Contractor, Subcontractors, and Suppliers shall provide adequate facilities, acceptable to the County, for inspection, auditing, and/or copying during normal business hours.
- F. If the Contractor is formally dissolved, assigns or otherwise divests itself of its legal capacity under this Contract, then it shall immediately notify the County and preserve such documents, at its expense, as directed by the County.
- G. At a minimum, the following documents for the Contract and/or each Work Order shall be available for inspection, audits, and/or copying:
  - 1. Daily time sheets and all daily reports, supervisor's reports, and inspection reports;
  - 2. Insurance, welfare, and benefits records;
  - 3. Payroll registers;
  - 4. Earnings records;
  - 5. All tax forms, including payroll taxes;

6. Material invoices and requisitions;
7. Material cost distribution worksheet;
8. Equipment records (list of Contractor's, Subcontractors', and Suppliers' equipment, rates, etc.);
9. Contracts, purchase orders, and agreements between the Contractor and each Subcontractor and Supplier;
10. Subcontractors' and Suppliers' payment certificates;
11. Correspondence, including email, among Contractor, Subcontractors, Suppliers and their consultants;
12. All meeting notes by and between Contractor, Subcontractors, Suppliers and/or any third parties related to the Project;
13. Canceled checks (payroll and vendors);
14. Job cost reports, including monthly totals;
15. Job payroll ledger;
16. Certified payrolls;
17. General ledger;
18. Cash disbursements journal;
19. Take off sheets, and calculations used to prepare the bid and/or quotes;
20. All cost and schedule records related to a request for an adjustment in Work Order Price, Work Order Time or damages, including but not limited to, take off sheets, calculations, quotes, other financial data to support Change Proposals, Requests for Change Order and Claims;
21. Financial statements for all years during the Contract Time. In addition, the County may require, if it deems appropriate, additional financial statements for three (3) years preceding execution of the Contract and six (6) years following Final Acceptance of the Contract;
22. 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;
23. All source documents, if a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment;
24. All documents which relate to each and every Claim together with all documents which support the amount of damages as to each Claim;
25. 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;

26. 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;
  27. All schedule documents, including electronic versions, planned resource codes, or schedules and summaries, including but not limited to those that support with specificity any Contractor request for a change in the Contract Time in any Request for Change Order;
  28. All Submittals; and,
  29. All other documents, including email, related to the Project, Claims, or Change Orders.
- H. This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act"). If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET" (collectively, "DESIGNATED MATERIAL"). If a request is made for disclosure of DESIGNATED MATERIAL, the County will determine whether the DESIGNATED MATERIAL is subject to disclosure under the Act. If the County, in its judgment, determines the DESIGNATED MATERIAL is arguably exempt, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to obtain a court order enjoining release in accordance with RCW 42.56.540. If the Contractor fails or neglects to take such action within said period, the County will release the portions of the DESIGNATED MATERIAL deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for releasing records, including DESIGNATED MATERIAL, in response to a public records request. The Contractor is advised that pricing extended to the County and overly broad designations of confidentiality, for example, covering information publicly available on the Contractor's website, are not considered to be a DESIGNATED MATERIAL.

### **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, 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 cleanup 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 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, 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, County may have the necessary work performed and deduct or charge the cost to Contractor or exercises its rights under the Performance or 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, EASEMENTS, LAWS AND REGULATIONS**

- A. Except those permits, variances, easements, and licenses specified in the Contract as having been previously obtained by the County, all permits, variances, easements, and licenses necessary for the execution of the Work shall be secured and paid for by the Contractor. The Contractor shall identify and apply for such permits, variances, easements, and licenses at the earliest possible time so as to avoid any delay to the Contract Work. No actions taken by the County to aid the Contractor in securing any permits, variances, easements, and licenses shall relieve the Contractor of its obligations to secure any such permits, variances, easements, and licenses.
- B. The Contractor shall maintain all stamped permit sets of Record Documents at the Site during construction, in good condition and as required by local ordinances.
- C. The Contractor shall perform all Work in full compliance with local, state and federal laws, ordinances, resolutions and regulations, and with all permit, variance, easement, and license conditions pertaining to the conduct of the Work. The Contractor shall provide written Notice to the Project Representative of the dates of commencement and completion of work on each easement or license provided by the County. If the Contractor fails to diligently prosecute and complete the work in accordance with each such easement or license or if the County becomes obligated to pay additional amounts for the use of such easement or license, the Contractor shall be charged such additional costs which shall be set off against any amounts owing to the Contractor or entitle the County to a reimbursement from the Contractor. Upon completion of use of each right of way, easement or license the Contractor shall provide the Project Representative with a written release signed by the landowner, or authorized agent therefor, stating that the landowner has no claims whatsoever against the County on account of the Contractor's use of such right of way. Such release shall be on the form set forth in the Specifications or as provided by the County upon request.
- D. The Contractor shall defend, indemnify, and hold the County harmless from any assessment of fines, penalties, or damages arising from violations of the same by the Contractor or Subcontractors. The Contractor shall pay and provide proof of payment for any assessments of fines, penalties or damages. The Contractor shall cooperate

with all governmental entities regarding inspection of the Work and compliance with such requirements.

### **3.15 TAXES**

- A. The County shall pay to the Contractor Washington State retail sales taxes in accordance with Section 00 20 00.
- B. The Contractor is required to pay all applicable taxes other than state or local sales tax on the Work Order Price. No adjustment will be made in the amount to be paid by the County under the Contract due to any change in law or regulations covering any applicable taxes, or because of any misunderstanding by the Contractor as to its liability for or the amount of any taxes.

### **3.16 PATENTS AND ROYALTIES**

- A. The Contractor shall pay all costs or fees relating to royalties or claims for any patented invention, article, process or method that 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 the 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 a Work Order, the Contractor shall, if requested by the County, furnish acceptable proof of a proper release from all such fees or claims.

### **3.17 CONTRACTOR'S CERTIFICATION**

#### **A. Conflict of Interest**

- 1. Consistent with the 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 the County and take action immediately to eliminate the conflict or to withdraw from this Contract, as the County may require.

#### **B. Contingent Fees and Gratuities**

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

1. Contractors are advised that violations of subsections 3.17 A. and B. may constitute a violation of KCC 3.04.060, which authorizes criminal liability, and civil penalties, including the cancellation of current contracts and disqualification from bidding for a two-year period.

### **3.18 DEVIATION FROM CONTRACT OR WORK ORDER**

- A. The Contractor shall not make an alteration, variation, addition, deviation, or omission from the requirements of the Contract or Work Order without the written consent of the County's Project Representative.
- B. The County shall have the right to treat any alteration, variation, addition, deviation, or omission from the requirements of the Contract or Work Order as a contract breach if prior written consent is not obtained from the County's Project Representative, which may be justification for the County to withhold payment, stop work, or terminate the Contract for default.
- C. Alteration, variation, addition, deviation or omission from the Contract or Work Order without prior written consent shall not be excused by any alleged defect or error in the Contract Documents.
- D. Contractor shall be solely and completely responsible for any damages or loss that may occur arising from or related to any alteration, variation, addition, deviation or omission from the requirements of the Contract or Work Order, if prior written consent is not obtained from the County's Project Representative.
- E. Unless the County acknowledges any such alteration, variation, addition, deviation or omission in a Change Order, any such alteration, variation, addition, deviation or omission by the Contractor shall not result in any extra compensation or extension of time.

### **3.19 OPERATIONS, MATERIALS HANDLING, AND STORAGE**

#### **A. Operating Area**

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

#### **B. Temporary Buildings and Utilities**

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

#### **C. Use of Roadways**

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

#### **D. Disposal/Removal of Materials**

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



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

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

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

- A. The Contractor shall be responsible for conditions of the Site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Site and perform the Work in a manner which meets all statutory and common law requirements or other specific contractual requirements for the provision of a safe place to work and which adequately protects the safety of all persons and property on or near the Site. This obligation shall apply continuously and shall not be limited to normal working hours. The County's inspection of the Work or presence at the Site does not and shall not be construed to include review of the adequacy of the Contractor's safety measures in, on or near the site of the Work.
- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including adequate safety training, in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C. The County is committed to a safe, healthy, drug-free, and alcohol-free work environment on all County property and worksites. Employees of Contractor, Subcontractors, Suppliers, or third parties authorized or allowed on the Site by the Contractor are prohibited from reporting to, or performing Work on, County property or worksites with the odor of alcohol present on their person. If a County employee or any personnel of the above entities observes a person on Site consuming alcohol, marijuana or any controlled substance and/or appearing to be under the influence of or impaired by alcohol, marijuana or any controlled substance, they must immediately notify the Project Representative. Any person observing such behavior will use specific, contemporaneous and articulable observations about the person's appearance, speech, behavior, and odor when notifying the Project Representative. The Project Representative will notify the Contractor of the observations. The Contractor shall instruct the employee that they are prohibited from continuing to perform Work and will safely remove the employee from the County property or worksite.
- D. Unless otherwise required in the Contract Documents the Contractor shall protect and be responsible for any damage or loss to the Work or to the materials and equipment associated with the Work until the date of Substantial Completion. The Contractor remains responsible for any damage or loss caused directly or indirectly by the acts or omissions of the Contractor, Subcontractors, Suppliers, or third parties authorized or allowed on the Site by the Contractor until Final Acceptance.
- E. The Contractor shall also be solely and completely responsible for damages arising from the Work that affect property adjacent to the Site.

- F. The Contractor shall repair or replace without cost to the County any damage or loss that may occur, except damages or loss caused solely by the acts or omissions of the County.
- G. The Contractor shall erect and maintain adequate signs, fencing, barricades, lights or security measures and persons to protect the Work until the Project Representative authorizes in writing the removal of signs, fencing, barricades, lights or security measures.

### **3.21 PROTECTION OF PERSONS**

- A. The Contractor shall take all reasonable precautions for the safety of all employees working on this Contract and all other persons who may be affected by such Work. The Contractor shall designate a responsible member of its organization at the Site whose duty shall be to manage and coordinate the safety programs and to prevent accidents by the Contractor and Subcontractors.
- B. If the Contractor encounters materials at the Site reasonably believed by the Contractor to be Hazardous Material including, but not limited to, asbestos, lead, or polychlorinated biphenyl (PCB), Contractor shall immediately stop work in the area affected and give Notice of the condition to the County. Work in the affected area shall not be resumed without written direction by the County.
- C. The Contractor shall maintain in a reasonable number of conspicuous and accessible places at the Site all materials necessary for giving first aid to the injured. The Contractor shall establish, publish and make known to all employees procedures for initiating 911 emergency response and ensuring immediate removal to a hospital or a doctor's care for person(s) who may have been injured on the Site. Employees shall not be permitted to work on the Site before the Contractor has: (1) provided all materials necessary for giving first aid at the Site; and, (2) established and made known procedures for removal of injured person(s) to a hospital or doctor's care. The Contractor shall ensure at all times that at least one of its employees on Site has adequate training in first aid.
- D. In order to protect the lives and health of persons performing work under this Contract, the Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments and regulations issued thereunder, and the provisions of the Washington Industrial Safety Act of 1973 (WISHA), including all revisions, amendments and regulations issued thereunder by the Washington State Department of Labor and Industries. The WISHA regulations shall apply, without limitation, to all excavation, tunneling, trenching and ditching operations. In case of conflict between any such requirements, the more stringent regulation or requirement shall apply. There is no acceptable deviation from these safety requirements, regardless of practice in the construction industry. Any violation of OSHA, WISHA or other safety requirements applicable to the work may, at the sole discretion of the County, be considered a material breach of this Contract.

### **3.22 SAFETY PROGRAM**

- A. The Contractor shall prepare and provide to the County a written site specific "Safety Program" demonstrating the methods by which all applicable safety requirements for the Work Order 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 when the Contractor signs the Work Order, or as Directed by the County. The County's review of such programs shall not be deemed to constitute approval or acceptance thereof and shall not relieve or diminish the Contractor's sole responsibility for Site safety.

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

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

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

### **3.24 ARCHAEOLOGICAL AND HISTORICAL PRESERVATION**

- A. The Contractor shall comply fully with the requirements set forth in Chapter 27.53 RCW, now and as hereinafter amended, entitled Archaeological Sites and Resources. The Contractor shall immediately notify the Project Representative or Work Order Project Manager, as applicable, 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 or Work Order Project Manager, as applicable, the Contractor shall immediately suspend any construction activity, which, in the opinion of the Project Representative or Work Order Project Manager, as applicable, 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 or Work Order Project Manager, as applicable from the State Historic Preservation Officer or private landowner, as applicable.

### **3.25 WATER POLLUTION CONTROL REQUIREMENTS**

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

### **3.26 RIGHTS OF WAY**

- A. All rights of way to be provided by the County for use by the Contractor and for the completed Work shall be set forth in the Project Documents for the Work Order 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 Notice to the Project Representative or Work Order Project Manager, as applicable, of the dates of commencement and completion of Work on each right of way provided by the 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, the 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 or Work Order Project Manager, as applicable, with a written release signed by the landowner, or authorized agent therefor, stating that the landowner has no claims whatsoever against the County on account of the Contractor's use of such right of way. Such release shall be on the form set forth in the Project Documents or as provided by the County upon request.

- B. If the Contractor makes arrangements for use of such additional public and/or private property, the Contractor, prior to using such property, shall provide the Project Representative or Work Order Project Manager, as applicable, 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 or Work Order Project Manager, as applicable, with a written release signed by such landowner or authorized agent therefor stating that the owner has no claims whatsoever against the County on account of the Contractor's use of such property. Such release shall be on the form set forth in the Project Documents or as provided by the County upon request.
- C. The Contractor shall hold the 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.

### **3.27 ENVIRONMENTAL MITIGATION PLAN**

- A. At the direction of the Project Representative or Work Order Project Manager, as applicable, the Contractor shall prepare and submit to the Project Manager a plan by which the Contractor and its Subcontractors and Suppliers shall ensure all environmental mitigation requirements shall be complied with during performance of a Work Order. 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 Work Order Price.

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

### **4.0 TIME OF ESSENCE**

- A. All time requirements set forth in the Contract Documents, including the Work Order, are of the essence.

#### **4.1 WORK PROGRESS**

A. The Contractor shall:

1. Prosecute the Work diligently with adequate forces;
2. Plan, coordinate, and layout the Work in advance so as to avoid delay;
3. Timely perform and complete each Work Order to achieve Substantial Completion and Final Completion of a Work Order, in accordance with the requirements of the Work Order; and
4. Complete all Contract close out requirements in accordance with the Work Order within the time period for Final Completion of a Work Order established by the County.

#### **4.2 WORK ORDER SCHEDULE OF VALUES**

- A. Unless otherwise specified on the Work Order, within fourteen (14) Days after the date of Notice to Proceed the Contractor shall submit to the County at the time specified in the Work Order a detailed Schedule of Values that identifies the various activities of the 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 Work shall be made only for and in accordance with those activities identified in the Schedule of Values.
- B. If a Schedule of Values is requested, the Contractor shall not be entitled to, nor shall the County be required to make, payment for any 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. Unless otherwise specified on the Work Order, 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 to a Work Order.
- D. When required, 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, conform to, and be consistent with the activities set forth within the Contractor's Work Order schedule.
- F. The County also reserves the right to direct the Contractor to provide a Schedule of Values to assist the Parties to negotiate and execute a Work Order.

#### **4.3 WORK ORDER SCHEDULE**

- A. Unless otherwise specified on the Work Order, within fourteen (14) Days after the date of Notice to Proceed, the Contractor shall submit a Work Order schedule as part of the Work Order negotiation. The schedule shall be in hard copy and/or

electronic format as required by the Work Order. Within the schedule, the Contractor may be required to 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 Work Order, indicate Substantial Completion and Final Completion of a Work Order within the Work Order Time, and meet all the requirements as maybe set forth more particularly in the Project Documents of the Work Order. Any schedule having an early completion date (less than the Work Order Time) shall show the time between the early completion date and the Work Order Time/Date as Float.

- B. The Work Order Schedule shall be prepared in the format as specified by the Project Representative or Work Order Project Manager, as applicable..
- C. Within thirty (30) Days of the County's receipt of the Contractor's submittal of its Project Schedule or unless stated elsewhere on the Work Order, the County shall review the Project Schedule and provide the Contractor with written comments. The County shall review the Work Order Schedule and provide the Contractor with written comments. The County will review the Work Order Schedule only to determine whether the Schedule meets the requirements established by the Work Order. To the extent the Work Order Schedule does not meet such requirements the Contractor shall revise the Schedule to make it compliant.
- D. By reviewing the 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 schedule shall not relieve the Contractor from the sole responsibility for the accuracy of a Work Order Schedule, and its compliance with all Contract requirements, and its responsibility to meet all required Work Order completion dates. Failure by the County to indicate items on the Schedule that do not conform to the requirements shall not alter or waive the requirements or relieve the Contractor from complying with all Contract requirements.
- E. If a Work Order Schedule is requested by the County, the Contractor shall not be entitled to, nor shall the County be required to make payment for that Work Order until the Schedule complies with all requirements.
- F. The Contractor shall schedule the Work so that the Work Order is completed on time. If the Contractor attempts to perform the Work in less than the Work Order Time no additional compensation for any delays attributable to the County or any acceleration will be owed to the Contractor if the Contractor fails to achieve the earlier completion date.
- G. If a Work Order schedule is required, the Contractor shall regularly enter the actual progress of the Work and Work Order Time extensions approved by the County by Change Order to the Work Order's Schedule. Updated Schedules shall reflect actual progress and completion within the Work Order Time and shall be provided to the County with each Application for Payment in hard copy and/or electronic format as required by the Project Representative or Work Order Project Manager, as applicable. Applications for progress payments will not be considered by the County and the Contractor shall not be paid until the Contractor complies with these requirements.
- H. If, in the opinion of the County, the Contractor falls behind in its progress of the Work due to acts or omissions of the Contractor or its Subcontractors, the County

may direct the Contractor to take all necessary steps to improve its progress and bring its progress back in-line with the accepted Work Order 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. The Contractor shall not perform any 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 Work Order; and (2) coordinate all submittals with all Work by other trades and with field measurements. Where required by law or by the Work Order, Submittals shall be stamped by an appropriate licensed professional. Submittals lacking required stamps or evidence of Contractor review and approval will be returned without review by the County for resubmission. Submittals shall be sequentially numbered.
- C. Submittals required to be stamped by an appropriate licensed professional by law or by the Contract or Work Order, shall include proof of Professional Liability insurance as specified in Section 00 62 00 prior to Work being performed. The Contractor shall include this Professional Liability insurance on the Submittals schedule required in this Article 4, *Administration of the Contract*. If the Contract or Work Order requires a Master Submittal List, the Professional Liability insurance shall be listed with the Policy Limits and insureds identified, and all contractually-required dates, such as when the Work will be performed and the date the insurance is effective.
- D. The Contractor shall not perform work that alters, varies, adds, deviates, or omits Work without prior specific written acceptance by the County. If the Contractor proposes a deviation or substitution, the Contractor shall identify and state reasons for any alteration, variation, addition, deviation, or omission from the Contract or Work Order. The Contractor warrants that any alteration, variation, addition, deviation, or omission shall meet or exceed all requirements of the Contract and Work Order, and it assumes all risk therefor.
- E. The Contractor shall provide Submittals with reasonable promptness and in such sequence as to facilitate the timely completion of the Work Order. The Contractor shall prepare and keep current, for review by the County, a schedule of Submittals which is coordinated with the Contractor's Work Order schedule and allows the County reasonable time for review.
- F. The County shall review the Contractor's Submittals and respond in writing with reasonable promptness. 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 Work on the Critical Path for Substantial Completion or Final Completion of a Work Order.

- G. If the Contractor is required to resubmit a Submittal, any revisions on resubmittals shall be specifically identified in writing and the resubmitted Submittal shall be sequentially alpha denoted and revisions noted in numerical order. The cost of the review of the initial Submittal and the first revised submittal shall be borne by the County. The costs of all additional revised Submittals shall be charged to the Contractor. The cost of review shall include, without limitation, administrative, design, and engineering activities directly related to review of Submittals. The County may deduct these costs from any amounts due the Contractor.
- H. The County shall review the Contractor's submittals only for conformance with the design of the Work and compliance with the Work Order. 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 or note any errors or omissions in a submittal shall not relieve the Contractor from any duty, including its responsibility for errors or omissions in submittals, its duty to make Submittals and duty to perform the Work according to the requirements of the Contract. The County's review of a submittal shall not alter or waive the requirements of the Contract unless the County has issued prior written approval of such change or alteration of the Contract requirements.
- I. 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 provision 4.5 B to qualify as an RFI. If the County determines that the document is not an RFI it will be returned to the Contractor unreviewed as to content. When appropriate the Contractor may resubmit the RFI on the proper form, with all required information and in the proper manner.
- D. Unless otherwise stated within a Work Order, the County shall respond in writing within thirty (30) Days of receipt to the Contractor's RFI. 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 Work on the Critical Path for Substantial Completion or Final Completion of the Work Order.

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

#### **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 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 (excluding the County holidays, Saturdays and Sundays) 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 County upon request.
- B. The Contractor shall cooperate with the County in the performance of any tests and inspections of the Work. The Contractor has the duty to coordinate all tests and inspections in a manner that does not negatively impact Contractor's compliance with the Contract.
- C. If any Work required to be inspected, tested, or approved is physically covered without such inspection, testing or approval being obtained, it must, if requested by the County, be uncovered for observation, and such uncovering shall be at Contractor's expense.
- D. Upon request by the County, any Work not otherwise required to be inspected or tested shall be uncovered by the Contractor. If the Work is found to comply with the Work Order 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 Work Order Time to the extent the inspection and repair impacted the Project Schedule and delayed completion of the Work on the Critical Path. If any non-compliance is caused by the Contractor, Subcontractor, or Supplier, the Contractor shall bear such costs as well as all costs of correction and the Contractor shall not be entitled to an adjustment in Work Order 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 provide Notice to the Contractor if an inspection or test reveals that the Work is not in accordance with the Contract. The County inspections and tests are for the sole benefit of the County and do not:
  - 1. Constitute or imply acceptance;
  - 2. Relieve Contractor of responsibility for providing adequate quality control measures;
  - 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
  - 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract; or,
  - 5. Impair the County's right to reject defective or nonconforming items or to avail itself of any other remedy to which it may be entitled.
- F. Neither observations by an inspector retained by the County, the presence or absence of such inspector on the Site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract. Inspectors are not authorized to change any term or condition of the Contract.
- G. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by the County. The County may charge Contractor any additional cost of inspection or testing when Work is not ready for inspection or testing at the time stated by Contractor, or when prior rejection makes re-inspection or retest necessary. The County shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

#### **4.7 CORRECTION OF WORK OR DAMAGED PROPERTY**

- A. The County shall have the right to reject Work as defective or non-conforming by giving Notice to the Contractor that material, equipment or workmanship provided or incorporated into the Work does not meet the Contract requirements or fails to perform satisfactorily.
  - 1. The County, at its option, shall require the Contractor, within a designated time period as set forth by the County, to either:
    - a. Promptly repair, replace or correct all Work not performed in accordance with the Contract at no cost to the County; or
    - b. Provide a suitable corrective action plan at no cost to the County.
  - 2. Once the corrective action plan is reviewed and returned by the County with the annotation "no exception taken" or "note markings" by the County, the Contractor shall implement the corrective action plan.
  - 3. Reviewing and providing comments on the corrective action plan is not an acknowledgement by the County that such plan is adequate to remedy the defective or non-conforming Work.
  - 4. If the corrective action plan does not remedy the defective or non-conforming Work, the Contractor shall remain responsible for remedying of the defective or non-conforming Work to the County's satisfaction.

5. The Contractor shall also be responsible for all repairs to any property and work damaged by the Contractor.
  6. Under no circumstances shall the Contractor be entitled to additional time or money for the correction of defective or non-conforming work or for the repair of damaged property. The County shall not be responsible for any costs to prepare corrective action plans, correct work or repair damaged property.
  7. If the Contractor disagrees with the County's Notice of defective or non-conforming Work, or disagrees with the County's Direction (i) to repair, replace, or correct the Work, or (ii) to provide a corrective action plan, the Contractor must submit a Request for Change Order in accordance with Article 5, *Changes to the Contract or Work Orders*.
- B. If the Contractor does not repair, replace or correct and/or remove defective or non-conforming Work or repair damaged property as required by the County, the County or County's designee may repair, replace or correct and/or remove it and deduct the cost of such effort from any payment due the Contractor.
1. Under this provision, the County reserves the right to make use of the Contractor's plant and equipment for this repair, replacement, correction or removed Work. If the remaining payments due the Contractor are not sufficient to cover the County's cost of remedying the defective or non-conforming Work, the Contractor shall pay the difference to the County.
- C. The County may elect to retain defective or non-conforming Work if the County determines that removal of such work is impractical or will create conditions that are dangerous or undesirable.
1. Just and reasonable value for such defective or non-conforming Work will be determined by the County and appropriate deductions will be made in the payments due or to become due to the Contractor.
  2. The County's exercise of the rights under this provision shall be without prejudice to any other remedy the County may have, and shall not constitute a termination of the Work Order or Contract.
- D. The Contractor shall be liable for all damages and costs incurred by the County caused by the Contractor's or its Subcontractors' and Suppliers' defective or non-conforming Work or workmanship, including but not limited to all special, incidental, or consequential damages incurred by the County. The Contractor agrees to indemnify and hold the County harmless from any personal injury or property damage caused by the Contractor's or its Subcontractors' defective or non-conforming Work or workmanship.

#### **4.8 SUBSTITUTION OF PRODUCTS & PROCESSES**

- A. Substitutions requested by the Contractor will be subject to the County's prior written acceptance and at the County's sole discretion.
- B. A request for substitution must specifically identify:
  1. Material, equipment, and labor costs included in the Contractor's bid associated with the original item to be substituted;
  2. All costs for material, equipment, labor associated with the proposed substitution, including any impact costs;

3. Proposed change to the Work Order Price and/or Work Order Time; and,
  4. Compatibility with or modification to other systems, parts, equipment or components of the Project Documents.
- C. Contractor shall provide all documentation supporting its request for substitution as requested by the County.
  - D. All costs of any redesign or modification to other systems, parts, equipment or components of the Work Order which result from the substitution, shall be borne by the Contractor.
  - E. When the County accepts a substitution proposed by the Contractor, the Contractor shall guarantee the substituted article or materials to be equal to, or better than, those originally specified and shall be compatible with all other systems, parts, equipment or components of the Project Documents. The County has the right to order an unaccepted, substituted article removed and replaced without additional cost to the County.
  - F. The County has the right to issue a deductive Change Order if the substituted product or process is less costly than the contractually required product or process.
  - G. If the County does not accept the substitution requested by the Contractor, the Contractor shall proceed, without delay or cost to the County, with the Work as originally specified.

## **ARTICLE 5: CHANGES TO THE CONTRACT OR WORK ORDERS**

### **5.0 GENERAL**

- A. No change to the Contract Price or Contract Time is allowed under this Contract, except for the County's right to extend, through a Contract Modification, the duration of the Contract for one additional year or until the Not to Exceed Contract Price is reached, whichever first occurs.
- B. All changes to a Work Order must be made in writing and signed by the County's Project Representative in the form of a bilateral Change Order or unilateral Change Order as set forth in Article 6, *Time and Price Adjustments*. No oral statement by any person shall change or modify a Work Order. All changes to a Work Order shall be made in accordance with the provisions of this Article.
- C. All Change Order work shall be performed in accordance with the original Work Order requirements unless modified in writing by the County.
- D. No Direction provided by the County shall, in and of itself, entitle the Contractor to an adjustment in Work Order Price or Work Order Time.
- E. The Contractor shall not be entitled to any change in the Work Order Price, Work Order Time or any other relief based on conditions or events, including but not limited to those that were:
  1. Foreseeable at the time the Contractor entered into the Work Order;
  2. Caused by the acts of the Contractor, Subcontractor and/or Supplier, including but not limited to the choice of means, methods, techniques, sequences, or procedures for the Work, failure to provide labor, materials or equipment in a timely manner, failure to follow the Contract Documents, or failure to take reasonable steps to mitigate delays, disruptions, or conditions encountered.

- 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 CHANGES**

### **A. County Request For Change Proposal**

1. County's Request for Change Proposal. The County may request a written Change Proposal from the Contractor, as defined in Section 1.0.C. for a change in the Contract Work.
2. Contractor's Proposal. A Change Proposal is the Contractor's offer to perform the requested work and the pricing. The Change Proposal will be deemed to include all direct and indirect costs, overhead, profit, and all costs or damages associated with delay, stand-by, inconvenience, disruption of schedule, impact, dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and any other costs or damages related to any work either covered or affected by the change in the Work, or related in any way, whether direct or indirect, to the events giving rise to the change. All such items are waived unless submitted with the Contractor's Change Proposal and fully supported by verifiable Project documents and shown on the Work Order Schedule and updates.
3. Contractor shall submit its written Change Proposal within the time specified in the County's Request for Change Proposal.
4. County's Acceptance of Contractor Proposal.
  - a. If the County accepts the Change Proposal as submitted by the Contractor or as negotiated by the Parties, the County shall provide Notice to the Contractor in writing of its acceptance of the Proposal and direct that the change in the Work be performed.
  - b. Contractor shall not perform the work identified in the Change Proposal until receipt of written authorization from the Project Representative.
  - c. Both Parties shall acknowledge acceptance of the terms of a negotiated Change Proposal in writing.
  - d. Once the County and Contractor have agreed on the terms of a negotiated Change Proposal, the negotiated Change Proposal shall be deemed to include full and complete compensation and shall be the final settlement for all (1) time; (2) direct, indirect, and overhead costs; (3) profit; and (4) costs or damages associated with delay, stand-by, inconvenience, disruption of schedule, impact, dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of Work related to any work either covered or affected by the Change Proposal, or related to the events giving rise to the Request for Change Proposal.
5. 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 the Work Order 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.

6. 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.
7. Issuance of Change Order. Any bilateral Change or unilateral Change Order shall be issued in accordance with provision 6.3.C. *Issuance of Change Order*.

**B. Contractor's Request for Change Order**

1. To the extent the Contractor believes it is entitled to any adjustment in the Work Order Price or Work Order Time or other relief for any reason, including but not limited to, the circumstances listed below the Contractor shall submit a Request for Change Order to the County as described in provision 5.1.B:
  - 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. Contractor's disagreement with the County's written statement that the Contractor has fallen behind in progress of the Work and/or Direction to improve progress to bring it into conformance with the Project Schedule, pursuant to provision 00 72 00-4.3 H;
  - l. Contractor's disagreement with County's Notice of defective or non-conforming Work;
  - m. Contractor's disagreement with any withholding, nullifying, backcharge, or deduction from any payment by the County;
  - n. Any other directive or Direction, written or oral, from the County; and
  - o. Any other reason for which the Contractor believes it is entitled to additional money, time, or other relief, including impacts of any of the above on the Contractor's Subcontractors and Suppliers.
2. The Request for a Change Order (RCO) shall be submitted to the County, in writing, no later than five (5) Days after occurrence of any circumstance listed in provision 5.1.B.
3. The Request for a Change Order shall include:
  - a. A substantive explanation of why Contractor is entitled to a change in the Work Order Price or Work Order Time due to the circumstance listed in provision 5.1.B that is the subject of the Request.

- b. All documentation supporting the Request for a Change Order, including but not limited to all cost records, schedule analysis, and the documents identified in provision 3.11, *Maintenance and Inspection of Documents*, that are in any way relevant to the Contractor's Request for Change Order.
  - c. Either a specific dollar amount covering all requested costs, calculated in accordance with Article 6, *Time and Price Adjustments*, or if costs are ongoing, a specific description of cost records that are being maintained according to the requirements of provision 3.10, Cost Records above, to track the costs to be requested; or
  - d. Either a specific request for time extension (number of days), calculated in accordance with Article 6, *Time and Price Adjustments* or, if a delay is ongoing, a specific description of how the event or condition has caused a delay to Work on the Critical Path and steps the Contractor has taken to minimize such delay.
  - e. The County will make a written determination with respect to the Contractor's Request within thirty (30) Days of receipt of an RCO, unless additional information is required by the County or the County informs the Contractor that additional time is needed to review the Contractor's Request for Change Order and identifies a date certain when the County's determination will be issued.
4. The Contractor shall comply promptly with the County's request for additional information. The County will make a written determination within thirty (30) Days of receipt of Contractor's additional information. If the County does not make a written request for information or a determination within the applicable thirty (30) Day time period, the request is deemed denied. 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 9.0, *Claims and Litigation*.
  5. If the County determines that a Change Order is necessary, the Parties may negotiate acceptable terms and conditions and execute a bilateral Change Order, or the County may issue a unilateral Change Order. In the event the County enters into negotiations over the terms and conditions related to a Request for Change Order, these negotiations shall not be construed as a waiver by the County of any of its legal or contractual rights.
  6. If the Contractor disagrees with the written denial or a deemed denial or unilateral Change Order, the Contractor's sole remedy shall be to file a fully documented Claim within thirty (30) Days in accordance with Article 9, *Claims and Litigation*.
  7. Pending resolution of the Contractor's RCO, the Contractor shall continue to perform all Work, including, at the written request of the County that Work associated with the request. The Contractor shall maintain its progress with the Work.
  8. Failure to submit a timely and complete Request for Change Order according to the provisions set forth herein shall constitute a waiver of the Contractor's right to receive any additional time, money, damages or any other relief as a result of any circumstance alleged by the Contractor.

### C. Differing Site Conditions

1. Immediate Written Notice to the County.

If the Contractor encounters a Differing Site Condition, as defined in provision 1.0, *Definitions*, the Contractor shall immediately, and before the conditions are disturbed, give to the County Notice of Differing Site Condition. At a minimum the Notice must include the following:

- a. A physical description of the Differing Site Condition; and
- b. A description of the impact of the Differing Site Condition on the Work activity.

2. County's Investigation and Response to Notice of the Differing Site Condition.

The County shall investigate the alleged Differing Site Conditions and respond to the Notice of Differing Site Condition. The Contractor shall not disturb the Site at the location of the alleged Differing Site Condition until the Project Manager has observed the condition and directs the Contractor to resume the Work at the location of the alleged Differing Site Condition.

3. Contractor's Obligation to Continue to Work.

The Contractor shall continue with performance of all other Work and must take reasonable steps to mitigate delay to the Work due to the alleged Differing Site Condition.

4. Request for Change Order on a Differing Site Condition.

If the Contractor believes the Differing Site Condition causes a change in the Contract, the Contractor shall, unless otherwise agreed upon in writing by the Project Representative, provide a Request for Change Order to the Project Representative within forty five (45) Days of the date the Contractor encountered the Differing Site Condition that includes all elements required for such a request set forth in provision 5.1.B, *Contractor's Request for Change Order*, in addition to:

- a. A detailed physical description of the Differing Site Condition;
- b. Substantive and technical basis and documentation supporting the existence of the Differing Site Condition and its alleged impacts; and
- c. Identification of the Contract Specification or Drawing that the Contractor asserts is different from the condition encountered.

5. County's Response to Differing Site Condition Request for Change Order.

The County will respond to Differing Site Condition Request for Change Order in accordance with the Request for Change Order procedures set forth in provision 5.1.B, *Contractor's Request for Change Order*.

6. Waiver.

- a. If the Contractor's actions disturb the Site such that the County or County's designee cannot adequately and fully investigate the alleged differing site condition, the Contractor waives its right to receive any additional time, money damages, or any other relief as a result of the Differing Site Condition.



- b. Failure by the Contractor to provide both (a) immediate Notice and (b) a Request for Change Order, as specified herein, shall constitute a waiver of the Contractor's right to receive any additional time, money, damages, or other relief as a result of the Differing Site Condition.
- c. The Contractor shall be responsible for any and all costs or damages incurred by the County resulting from the Contractor's failure to provide the required Notice and Request for Change Order.

## 5.2 ACCELERATION

### A. Acceleration Directive.

- 1. The County reserves the right to direct the Contractor to accelerate Work. In the event that the County directs acceleration, such directive will be in writing and specifically designated as "Acceleration Directive."
- 2. The Contractor shall keep cost and other Project documents as required in Article 3, *Contractor* related to the Acceleration Directive separately from normal Project costs and documents and shall provide written documentation of acceleration to the County on a daily basis. Failure to comply with the foregoing shall constitute a waiver of the Contractor's right to receive any additional time, money, damages, or any other relief as a result of the Acceleration Directive.

### B. Constructive Acceleration.

- 1. In the event that the Contractor believes that some action or inaction on the part of the County would require acceleration, the Contractor shall immediately notify the County in writing that the Contractor considers the actions necessitate acceleration. This written notification shall detail the circumstances of the acceleration.
- 2. The Contractor shall not accelerate the Work until the Project Representative responds in writing issuing an Acceleration Directive or denying the constructive acceleration.
- 3. The Contractor shall keep cost and other Project documents related to the constructive acceleration separately from normal Project costs and documents and shall provide written documentation of acceleration to the County on a daily basis. Failure to comply with the foregoing shall constitute a waiver of the Contractor's right to receive any additional time, money, damages, or any other relief on its assertion of constructive acceleration.

### C. To the extent the Contractor believes an Acceleration Directive or constructive acceleration constitutes a change in the Work impacting Work Order Price and/or Work Order Time, the Contractor shall submit a Request for a Change Order pursuant to provision 5.1.B, *Contractor's Request for Change Order*.

### D. Methods to Calculate Adjustment to Work Order Price for Acceleration.

- 1. Labor costs recoverable will be overtime or shift premium costs.
- 2. Equipment costs recoverable will be only the rental cost of additional equipment or Contractor-owned additional equipment mobilized to the Site to accomplish the accelerated Work effort.

3. Actual damages resulting from inefficiencies or loss of productivity may be recoverable to the extent the Contractor provides verifiable cost records and contemporaneous project documentation.
- E. The Contractor shall not be entitled to any change in the Work Order Price, Work Order Time or any other relief based on acceleration required for the Contractor to maintain the Project Schedule or necessitated by the acts of the Contractor, Subcontractor or its Suppliers. Such acts include but are not limited to the choice of means, methods, techniques, sequences, or procedures for the Work, failure to provide labor, materials or equipment in a timely manner, failure to follow the Project Documents, or failure to take reasonable steps to mitigate delays, disruptions, or conditions encountered.

### **5.3 SUSPENSION OF WORK**

- A. The County may order the Contractor, in writing, to suspend all or any part of a Work Order for the period of time that the County determines appropriate for the convenience of the County. The Contractor shall not suspend the Work Order without written direction from the County specifically authorizing the Suspension of Work Order.
- B. Upon receipt of a written Notice suspending the Work Order, 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 One Hundred and Twenty (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:
  1. Cancel the written Notice suspending the Work Order;
  2. Cancel the Work Order, or;
  3. Terminate the Work Order or the entire Contract for either Default or Convenience.
- C. If a written Notice suspending the Work Order is canceled or the period of the Suspension or any extension thereof expires, the Contractor shall resume Work as required by the County.
- D. If the performance of all or any part of the Work Order 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 Work Order Time or Work Order Price, or both, for increases in the time or cost of performance directly attributable to such unreasonable suspension and provided that the Contractor sufficiently documents all costs and time impacts attributable to the suspension. No adjustments to Work Order Price and/or Work Order Time shall be allowed unless the Contractor can demonstrate that the unreasonable period of suspension caused by the County impacted Critical Path and delayed the Contractor from completing the Work Order on time. The Contractor shall comply with the requirements of Articles 5, *Changes to the Contract and Work Orders*, and Article 6, *Time and Price Adjustments*, in seeking an adjustment. Failure to comply with these requirements shall constitute a waiver of Contractor rights to any adjustment in Work Order Time and/or Work Order 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.

## **ARTICLE 6: TIME AND PRICE ADJUSTMENTS**

### **6.0 CHANGE IN THE TIME**

#### **A. Change to Contract Time**

1. At the County's option, Contract Time may be extended for one additional year. Contract Time shall only be adjusted by a Contract Modification. No other adjustments to Contract Time are allowed.

#### **B. Change to Work Order Time**

1. The Work Order Time shall only be changed by a Change Order.
2. Contractor shall include any request for a change in the Work Order Time in each Notice of intent to submit a Request for Change Order, Request for Change Order, Change Proposal, and Claim as specified in Article 9, *Claims and Litigation*.
3. No change in the Work Order 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.
4. Contractor is not entitled to a change in Work Order Time unless the progress of the Work on the Critical Path is delayed and completion of the Work within Work Order Time is delayed.
5. 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. When a Contractor experiences concurrent delays which impact the Critical Path and are caused by (1) the County and the Contractor; (2) the County and an act of Force Majeure; or (3) the Contractor and an act of Force Majeure, the Contractor shall only be entitled to a change in Contract Time. No change to the Contract Price shall be allowed as a result of such concurrent delay.
7. A Request for Change Order that includes a request for an adjustment in the Work Order Time shall:
  - a. Be in writing and delivered to the County within the appropriate time period specified in Article 5, *Changes to the Contract or Work Orders*.
  - b. Include a clear explanation of how the event, occurrence, condition or Direction specifically impacted the Critical Path and the amount of the adjustment in Contract Time requested for each such event, occurrence, condition and/or Direction.
  - c. Be limited to the change in the Critical Path attributable to the event or condition that is the subject of the request for adjustment. No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of all Work under the Contract or timely completion of a portion of the Work for which time of completion is specific, such as a Work Order Interim Milestone.
  - d. Contractor shall be responsible for showing clearly on the Project Schedule, including all updates, that the event or condition:

- i. Had a specific impact on the Critical Path, which will prevent the Contractor from completing the Project within the current Contract completion date and was the sole cause of such impact; and
  - ii. Could not have been avoided by resequencing of the Work or other reasonable alternatives.
- 8. Any request for an adjustment to the Work Order Time is deemed to include all time associated with delay, stand-by, inconvenience, disruption of schedule, impact, dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of Work related to any work either covered or affected by the change in the Work, or related in any way, whether direct or indirect, to the events giving rise to the change. All such items are waived unless submitted with the Request for Change Order and fully supported by verifiable documents and shown on the Project Schedule and updates. If there is entitlement to any costs for such Time adjustment, full, final and complete compensation will be calculated in accordance with this Article.
- C. Failure to provide timely written notice and documentation as required by this and any other sections of the Contract to support any request for extension of Work Order Time shall constitute a waiver of the Contractor's right to an adjustment in Work Order Time..

## **6.1 CHANGE IN THE WORK ORDER PRICE**

### **A. Change to Work Order Price**

- 1. The Work Order Price shall only be changed by a Change Order.
- 2. Contractor shall only request a change in the Work Order Price in its:
  - a. Change Proposal in response to County's Request for Change Proposal;
  - b. Notice of intent to submit a Request for Change Order;
  - c. Request for A Change Order; and
  - d. Claim, provided the related Request for Change Order or Change Proposal included a request to adjust the Contract Price.
- 3. No change in the Work Order Price shall be allowed when:
  - a. 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;
  - b. The change is concurrently caused by Contractor and County; or
  - c. The change is caused by an act of Force Majeure.
- 4. The County shall not be responsible for, and the Contractor shall not be entitled to any compensation for unallowable costs. The following are unallowable costs:
  - a. Interest or attorney's fees of any type other than those mandated by Washington state statute;
  - b. Claim preparation or filing costs;
  - c. The cost of preparing or reviewing Change Proposals or Requests for Change Orders;

- d. Lost profits, lost income or earnings;
  - e. 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;
  - f. Lost earnings or interest on unpaid retainage;
  - g. Claims consulting costs;
  - h. Expert fees and costs;
  - i. The costs of corporate officers or staff visiting the Site or participating in meetings with the County;
  - j. Any compensation due to the fluctuation of foreign currency conversions or exchange rates;
  - k. Loss of other business; and/or
  - l. Any other special, consequential, indirect or incidental damages incurred by the Contractor, Subcontractor, or Suppliers.
5. A Request for Change Order that includes a request for an adjustment in Work Order Price shall:
- a. Be in writing and delivered to the County within the applicable time period specified in Article 5, *Changes to the Contract or Work Orders*.
  - b. Identify the following information:
    - i. The event, occurrence, condition or Direction that caused the Contractor to submit its request for an adjustment in the Work Order Price;
    - ii. The nature of the impacts to Contractor and its Subcontractors, if any; and
    - iii. The amount of the adjustment in Work Order Price requested.
  - c. Any requests by Contractor for an adjustment in the Work Order Price and in the Work Order Time that arise out of the same event or conditions shall be submitted together.
6. Any request for an adjustment to the Work Order Price is deemed to include all direct and indirect costs, overhead, profit, and all costs or damages associated with delay, stand-by, inconvenience, disruption of schedule, impact, dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and any other costs or damages related to any work either covered or affected by the change in the Work, or related in any way, whether direct or indirect, to the events giving rise to the change. All such items are waived unless submitted with the Request for Change Order and fully supported by verifiable Project documents and cost records.

## **6.2 METHOD TO CALCULATE CHANGES TO WORK ORDER PRICE**

- A. Changes to Work Order Price shall be calculated in compliance with Section 00 40 00, Form of Bid, and Section 01 29 00, Measurement and Payment.

### 6.3 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 Order Work, including any adjustment in the Work Order Price and Work Order Time, such agreement shall be incorporated into a bilateral Change Order and signed by both Parties.
2. An adjustment to either Work Order Time or Work Order Price calculated in accordance with the provisions of this Article shall be full, complete and final settlement or compensation of all changes, claims, damages and costs for all (a) time; (b) direct, indirect, and overhead costs; (c) profit; and (d) any and all costs or damages associated with delay, stand-by inconvenience, disruption of schedule, impact, dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of Work, lost profits, and any other costs or damages related to any Work either covered or affected by the change in the Work, or related to the events giving rise to the change.

#### B. Unilateral Change Order

1. County's Right to Issue Unilateral Change Order.
  - a. The County may unilaterally issue a Change Order in response to a Request for Change order or Change Proposal in its sole discretion without invalidating the Contract and without Notice to the sureties, making changes within the general scope of this Contract.
  - b. If any such unilateral Change Order causes an increase or decrease in the cost of, or time required for, performance of any part of the Work Order Work, the County may make an adjustment in the Work Order Price, Work Order Time, or both, in accordance with Article 5, *Changes to the Contract or Work Orders*, and Article 6, *Time and Price Adjustments*.
  - c. The County's issuance of a unilateral Change Order shall not be construed as a waiver of any rights afforded to the County, including its right to reject a Request for Change Order due to untimeliness or the Contractor's failure to fully comply with the Contract requirements.
    - i. **Contractor Disagreement with Unilateral Change Order.** If the Contractor disagrees with the adjustment to the Contract Price and/or Time as indicated in the unilateral Change Order, the Contractor's only remedy shall be to file a fully documented Claim in accordance with Article 9.0, *Claims and Litigation*.
    - ii. **Contractor's Obligation to Continue to Work.** The Contractor is required to continue with performance of all Work, including Work associated with the Unilateral Change Order.

#### C. Issuance of Change Order

1. The issuance and execution of a bilateral or unilateral Change Order by the County shall not relieve the Contractor of its obligations to comply with the requirements of Article 7, *Payment and Completion*.
  - a. **Bilateral Change Order.** Upon agreement with the Contractor, no later than thirty (30) Days from the Satisfactory Completion of any additional Work not in dispute, the County shall provide to the Contractor a Change Order in

accordance with the agreed upon terms and conditions for such Change Order, including any adjustment in the Work Order Price and Work Order Time.

- b. **Unilateral Change Order.** If agreement is not reached in response to a Request for Change Order or Change Proposal then no later than thirty (30) Days after the Satisfactory Completion of any additional Work not in dispute, the County shall execute a unilateral Change Order, including any adjustment in the Work Order Price and Work Order Time.
- c. **Determination of Satisfactory Completion of Additional Work.** "Satisfactory Completion" means that the Project Representative shall have confirmed in writing that all tasks, of the unilateral or bilateral Change Order, have been completed, to the satisfaction of the County, including submittal by the Contractor of all required time and cost documentation. Satisfactory Completion does not mean Substantial Completion.

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

### **7.0 METHODS OF PAYMENT**

- A. Pricing under a Work Order, or any changes thereto, can only be based upon one of the following methods:
  - 1. Lump Sum Work Order Price;
  - 2. Time and Materials with a "Not to Exceed" Total Work Order Price, or
  - 3. Unit Pricing with a "Not to Exceed" Total Work Order Price.
- B. Simple "Time and Materials" Work Order Pricing, without a Not to Exceed Work Order Price, is not allowed under this Contract.

### **7.1 APPLICATIONS FOR PAYMENT**

- A. The Contractor shall submit its Application for Payment(s):
  - 1. At Final Completion of a Work Order, or
  - 2. On a progress payment basis, as designated in writing by the County until the Work is completed.
- B. Each application shall be on a form acceptable to the County and designated as an "Application for Payment for Contract Name \_\_\_\_\_, Work Order No. \_\_\_\_\_."
- C. As directed by the Work Order, the County may require the Contractor to include, but not limited to, the following documentation with its Application for Payment:
  - 1. Current status Schedule of Values;
  - 2. Project Schedule and the most current updates;
  - 3. A written statement that prevailing wages have been paid during that pay period in accordance with Contractor's and Subcontractors' previously submitted Intent to Pay Prevailing Wage on file with the County;
  - 4. Verification that the Contractor has updated Payment and Labor Hours in accordance with Section 00 22 00, in the County's Diversity Compliance Management System for the monthly utilization for itself, all Subcontractors, and Suppliers including dollars paid, dollars received and labor hours to verify that the

Contractor has satisfied the reporting requirements for the period that the Application for Payment is requested;

5. Verification that the Contractor has updated Amounts Paid to Subcontractors and Suppliers in accordance with Section 00 22 00, in the County's Diversity Compliance Management System, for the pay period for itself and all subcontractors and suppliers identifying the amount owed, the amount paid, and the amount retained on subcontracts and supplier purchase orders signed by all Subcontractors performing Work to date, stating that each of them has been paid, less earned retainage, as their interests appeared in the last preceding Application For Payment; and
  6. The Contract Purchase Agreement (CPA) number shall be placed on each Application for Payment submitted by the Contractor to the County.
  7. Any other documentation as required elsewhere in the Contract or by the Project Representative.
- D. The Contractor is not entitled to payment for any Work under the Application for Payment, unless it includes all documentation required by the Contract, which includes submission of a statement that Prevailing Wages have been paid by the Contractor and all Subcontractors, and electronic verification of Washington State Labor and Industries and Section 00 22 00 Diversity Compliance Management System reporting requirements. The County reserves the right to withhold payment pursuant to this Article under provision 7.3, *Payment Withheld*, if it is subsequently determined that all required documentation was not provided by the Contractor.
- E. The Application for Payment shall correlate to the amount requested with the Work Order, Section 01 29 00, Measurement and Payment and the unit prices and mark-ups of the Contractor's Bid, as found in Section 00 40 00, Form of Bid.

## **7.2 PAYMENTS**

- A. The County shall review the Application for Payment and pay in accordance with RCW 39.76, as amended. The County will provide Notice to the Contractor of any cause to withhold payment within eight (8) working days. The County may withhold portions or all of the Application for Payment for unsatisfactory performance or failure to comply with Contract or Work Order requirements, including regulatory requirements that pertain to the Work, any back-charges, off-sets, credits, change orders, or deductions that the Contractor's Application for Payment fails to recognize. The County shall have the right to revise the Contractor's Application for Payment and proceed pursuant to the revised Application and the 8-Day notice of withholding. The Contractor shall ensure that Subcontractors [and Suppliers] are promptly paid required by RCW 39.04.250, as may be amended.

## **7.3 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 the following reasons:
1. Failure of the Contractor to submit a Contract-compliant Project Schedule;
  2. Cost or liability that may occur to the County as the result of the Contractor's or Subcontractor's acts, omissions, fault, or negligence;



3. Deduction in Contract Work;
  4. Failure of Contractor to repair damaged materials, equipment, property, or Work;
  5. Failure of the Contractor to provide Submittals;
  6. Failure to keep Record Documents up to date;
  7. Failure to comply with the Diversity Compliance Management System reporting requirements in accordance with Section 00 22 00.
  8. Failure to obtain, renew and maintain applicable licenses, permits, insurance, and bonds;
  9. Failure to comply with all applicable federal, state, and local laws, statutes, regulations, codes, licenses, easements, and permits;
  10. Failure of the Contractor to disclose all material facts or accurate information upon which the County relied when issuing a Bilateral or Unilateral Change Order;
  11. Failure to provide Statement of Intent to Pay Prevailing Wage, Statements of Prevailing Wages Paid with pay applications or Affidavits of Wages Paid; and
  12. Failure to comply with the Contract safety requirements.
- B. The County has the right to withhold or back-charge, in whole or in part, any payment due or nullify previous payments that have been paid to the Contractor without waiver of any other available remedies. The withholding, nullification, or back-charge of any payment(s) by the County shall in no way relieve the Contractor of any of its obligations under this Contract.
- C. If the Contractor disagrees with any withholding, nullifying, back charge, or deduction in any payment by the County, the Contractor shall comply with provision 5.2, *Contractor's Request for Change Order*. The Contractor's failure to comply with provision 5.2, *Contractor's Request for Change Order* shall constitute a waiver by the Contractor of any right to dispute any such withholding, nullifying, back charge, or deduction.

#### **7.4 TITLE TO WORK AND MATERIALS**

- A. Title to all Work and materials covered by an accepted and paid Application for Payment shall pass to 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 County to insist on full compliance by Contractor with the Contract requirements or (3) constitute acceptance of the Work or materials.

#### **7.5 SUBSTANTIAL COMPLETION PROCEDURE**

- A. Substantial Completion, Partial or Milestone Substantial Completion. The County may grant Substantial Completion, partial Substantial Completion for specific sub-systems, or milestone Substantial Completion for portions of the Work specified as Interim Milestones, following the process outlined below.
1. When the Contractor considers that all Work, or Work associated with any sub-system or Contract milestone is substantially complete, the Contractor shall submit a written request to the County for acknowledgment of Substantial Completion.

2. The County shall promptly inspect the Work and, if the County does not agree that the Work, sub-system or milestone is substantially complete, the County will notify the Contractor of the items to be completed or corrected to achieve Substantial Completion.
  3. The County reserves the right to add to, modify, or change the items to be completed for Substantial Completion as circumstances dictate.
  4. Failure by the County to include any items does not alter the responsibility of the Contractor to complete or correct the Work in accordance with the Contract.
  5. When the County determines that the items necessary to achieve Substantial Completion, Partial Substantial Completion or milestone Substantial Completion have been completed or corrected by the Contractor, the County shall make a determination that the Work, sub-system or Milestone is Substantially Complete. The County will issue the Notice of Substantial Completion, which shall establish the date of Substantial Completion.
- B. Punch List After Notice of Substantial Completion. The Notice of Substantial Completion to the Contractor shall identify Punch List items to be completed or corrected by the Contractor prior to Final Completion of a Work Order and will include the date by which the Punch List items are to be completed.

#### **7.6 PUNCH LIST AND FINAL INSPECTION OF A WORK ORDER**

- A. When the Contractor considers that all Punch List items and Contract Work are ready for final inspection, the Contractor shall give written Notice to the County.
- B. The County shall promptly perform a final inspection of the Work and shall inform the Contractor of incomplete Punch List Work.
- C. The Contractor shall complete or correct the items identified in the Punch List within the time period for Final Acceptance as established in the Notice of Substantial Completion.

#### **7.7 FINAL COMPLETION OF A WORK ORDER**

- A. Final Completion of a Work Order shall be achieved when all the obligations of the Work Order have been successfully performed by the Contractor in accordance with the Work Order and accepted by the County.
- B. Neither Final Completion of a Work Order, nor Final Payment, shall release Contractor or its sureties from any obligations under this Contract, the retainage bond, or the performance and payment bonds, or constitute a waiver of any claims by the County arising from or related to Contractor's performance or failure to perform the Work and all Contractual obligations in accordance with the Contract, including but not limited to:
  1. Unsettled liens, security interests or encumbrances;
  2. Damaged, non-conforming, or defective Work discovered by the County;
  3. Terms of any warranties or guarantees required by the Contract; and
  4. Payments made in error.
- C. Except for any Requests for Change Order and Claims properly submitted in accordance with the Work Order, acceptance of Payment on the Final Application for Payment by the Contractor shall, on behalf of itself and its Subcontractors and Suppliers, forever and unconditionally release and fully discharge, the County, its

officers, agents, and employees, from any and all disputes, claims, demands, asserted rights, or causes of actions including, but not limited to, those for damages, fines, interest, taxes, attorney fees, costs, liabilities, or obligations, known or unknown, directly or indirectly arising out of or related to the Work Order and/or Contract.

#### **7.8 REQUIREMENTS FOR FINAL PAYMENT FOR WORK ORDER**

- A. Prior to the submittal of the Application for Final Payment of the Work Order shall have completed or corrected the items identified in the Punch List and all other requirements of the Work Order.
- B. Prior to the submittal of the Application for Final Payment of the Work Order the Contractor shall complete final data entry and document upload into the Diversity Compliance Management System in accordance with Section 00 22 00.
- C. In addition to any other requirement identified in the Contract Documents, the Application for Final Payment shall include the following documents:
  - 1. Contractor's release of claims against the County, except for any pending Request for Change Order or Claims properly submitted in accordance with the Contract; and,
  - 2. Right of way, easement and property releases.
  - 3. Copies of the warranties and guarantees required by the Work Order;
  - 4. Permit approvals and Certificates of Occupancy;
  - 5. Operation and maintenance manuals;
  - 6. Record Documents; and
  - 7. Stamped permit set of documents and any other documents called for elsewhere in the Work Order.

#### **7.9 FINAL ACCEPTANCE OF CONTRACT**

- A. Final Acceptance shall be achieved when the County determines all the obligations of the Contract have been successfully performed by the Contractor in accordance with the Contract Documents and accepted by the County. Final Acceptance shall include but not limited to:
  - 1. Completion of all Work Orders and Contract close out activities;
  - 2. Affidavit of Wages Paid for Contractor and all Subcontractors in accordance with state law that remain outstanding for all Work Orders;
  - 3. Completion of all requirements identified in Section 00 22 00 of the Contract Documents; and,
  - 4. Release of claims and liens by Contractor and Subcontractors.
- B. Final Acceptance shall be achieved upon issuance by the County of a Notice of Final Acceptance for the Contract.
- C. Final Acceptance shall not 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.
- D. Except for any Claims properly submitted in accordance with the Contract, acceptance of Payment on the Final Application for Payment by the Contractor shall, on behalf of itself and its Subcontractors and Suppliers, forever and unconditionally release and fully discharge, the County, its officers, agents, and employees, from any and all disputes, claims, demands, asserted rights, or causes of actions including, but not limited to, those for damages, fines, interest, taxes, attorney fees, costs, liabilities, or obligations, known or unknown, directly or indirectly arising out of or related to the Contract and/or Work Order.

#### **7.10 RETAINAGE**

- A. Concerning the rights and responsibilities of Contractor and County with regard to retainage, chapter 60.28 RCW and as it may be amended, is made a part of the contract by reference as though fully set forth herein.
- B. Claims or “liens” by Subcontractors and Suppliers against the retained fund or the retainage bond must be in writing and submitted to the Project Representative at the address given for notices in this Contract. The Project Representative will maintain a copy of all claims or “liens” against the retainage in the Contract document files.

#### **7.11 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 Work Order or the duration of any special extended warranty offered by a Subcontractor or Supplier.
- C. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:
1. Obtain all warranties that would be given in normal commercial practice from the Supplier and/or manufacturer;
  2. Prior to Final Completion of a Work Order, require all warranties be executed, in writing, for the benefit of the County; and
  3. Enforce all warranties for the benefit of the County including any warranty of a Subcontractor manufacturer, or Supplier.
- D. If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written Notice from the County to do so. In the event the County determines that Contractor corrective action is not satisfactory and/or timely performed, then the County has the right to remedy the problem. All damages incurred by the County and all costs for the County’s remedy may be withheld or shall be reimbursed by the Contractor.
- E. The warranty provided in this provision shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

## **ARTICLE 8: PREPARATION AND AUTHORIZATION OF A WORK ORDER**

### **8.0 WORK ORDER REQUEST**

- A. The County will initiate a Work Order by issuing a Work Order Request to the Contractor. The Request should include, but not be limited to, the County's Work Order requirements consisting of:
  - 1. an overall statement of Work and objectives;
  - 2. desired duration of the Work Order and/or any other dates (i.e. Notice to Proceed date, Substantial Completion date, Final Completion of a Work Order date, etc.) that might affect or constrain the Contractor or that are required by the County;
  - 3. any specific and detailed County design requirements, drawings, permit requirements or other design related documents;
  - 4. an estimated Work Order Price, if possible;
  - 5. the anticipated method for payment of the Work Order; and
  - 6. any Liquidated Damages, if required, for the Work Order.
- B. The estimated Work Order Price and method of payment established by the County will only be based upon a:
  - 1. Lump Sum Work Order Price;
  - 2. Time and Materials with a "Not to Exceed" Total Work Order Price; or
  - 3. Unit Pricing with a "Not to Exceed" Total Work Order Price.
- C. The Work Order Request will designate the Work Order Project Manager, if applicable, for the Work Order. The Contractor and the Project Representative or Work Order Project Manager, as applicable, will then, as soon as possible, jointly conduct a review of the Work Order Request and the Work Order Site, where possible, to clarify the requirements and Work. Unless the Project Representative or Work Order Project Manager, as applicable, directs otherwise, within seven (7) calendar days after the completion of the review by the Parties, the Contractor shall provide the Project Representative or Work Order Project Manager, as applicable, a fully documented and complete Work Order Bid Proposal to perform the Work Order. Contractor's failure to timely provide the completed Work Order Bid Proposal may result in the County's election to use alternate means to complete the Work. Contractors repeated failure to provide timely and complete Work Order Bid Proposals to the Owner may subject the Contractor to a determination of default and subsequent termination for cause.

### **8.1 WORK ORDER BID PROPOSAL**

- A. In response to a Work Order Request, the Contractor shall submit a timely Work Order Bid Proposal in accordance with the County's request. The Work Order Bid Proposal shall represent the Contractor's offer to perform the required Work and the pricing set forth within the Bid Proposal shall represent full, complete and final compensation to perform the Work Order. The Bid Proposal shall also include, if required by the Project Representative or Work Order Project Manager, as applicable, a schedule of values and a preliminary project construction schedule to demonstrate how the Work Order will be performed in accordance with all Work Order requirements.

## **8.2 COUNTY'S ACCEPTANCE OF CONTRACTOR'S WORK ORDER BID PROPOSAL**

- A. Upon receipt of the Work Order Bid Proposal, the County may accept or reject the Contractor's Bid Proposal, request further documentation, or negotiate acceptable revisions to the Work Order Bid Proposal with Contractor.
- B. If the County accepts the Work Order Bid Proposal as submitted, or as negotiated between the Parties, the County's Project Representative and the Contractor shall execute a bilateral Work Order. The Project Representative or Work Order Project Manager, as applicable, shall promptly after execution issue a Notice to Proceed for the Work Order.
- C. All Work Orders shall be treated as a Contract as to the applicability of the Terms and Conditions of the Contract.

## **8.3 EXECUTION OF A UNILATERAL WORK ORDER**

- A. If the County does not accept the Work Order Bid Proposal as submitted, or the Parties cannot agree upon the appropriate price or terms for a negotiated Work Order, the County may issue a unilateral Work Order and direct the Contractor to perform the Work. To the extent the Contractor believes it is entitled to additional time or money to perform and complete the unilateral Work Order, the Contractor may submit a Request for Change Order to the Work Order to the Project Representative in accordance with provision 5.1, *Changes*. If it is denied, the Contractor shall file a claim in accordance with Article 9.0, *Claims and Litigation*.

# **ARTICLE 9: CLAIMS AND LITIGATION**

## **9.0 CONTRACTOR CLAIMS**

### **A. Condition Precedent to Filing a Claim.**

- 1. The following actions are a condition precedent to filing a Claim:
  - a. A Request for Change Order is denied or deemed denied by the County; or
  - b. A Unilateral Change Order is issued by the County.
- 2. If the Contractor disagrees with the denial or deemed denial of a Request for a Change Order or issuance of a Unilateral Change Order, the Contractor's sole remedy shall be to file a fully documented Claim in accordance with the provisions of this Article 9.

### **B. Timeframe for Filing a Claim.**

- 1. Unless otherwise agreed to in writing by the Project Representative, a fully documented Claim shall be received by the Project Representative within thirty (30) Days after:
  - a. Denial or deemed denial of a Request for Change Order; or
  - b. Contractor's receipt of an executed unilateral Change Order.
- 2. At least seven (7) Days prior to the time to file a Claim, the Contractor may request an extension of time for filing its Claim. The Contractor shall state the reasons for the request. The Contractor shall provide a fully documented Claim pursuant to the extension specified by the Project Representative.
- 3. Failure to comply with the time requirements set for filing a Claim shall constitute acceptance by the Contractor, on behalf of itself and its Subcontractors and Suppliers, of the unilateral Change Order and/or the

County's denial or deemed denial of a Request for Change Order. Such acceptance shall be considered complete, full, and final settlement of all costs, damages, and Claims related to or arising from the Request for Change Order and/or unilateral Change Order.

**C. Contractor's Obligation to Continue to Work.** Pending final decision on a Claim, the Contractor shall proceed diligently with the performance of the Work associated with the Claim and all other Contract Work and maintain the progress of the Work within the Contract Time.

**D. Information required in a Fully Documented Claim.** Every Claim must be submitted by the Contractor, in writing and clearly designated by the Contractor as a fully documented Claim. At a minimum, a fully documented Claim must contain the following information:

1. A detailed factual statement of the Claim providing the locations and activities or elements of Contract Work impacted by the claimed event or condition, explaining entitlement to a change in Contract Time or Price;
2. The date on which facts arose that gave rise to the Claim;
3. The name of each person employed or associated with the Contractor, Subcontractor, Supplier, and/or the County with knowledge about the event or condition which gave rise to the Claim;
4. Copies of all related documents and a written description of the substance of any oral communications that concern or relate to the Claim;
5. The specific provisions of the Contract Documents on which the Claim is based;
6. If an adjustment in the Contract Price is sought, the exact amount sought, calculated in accordance with the Contract and accompanied by (a) all records supporting the Claim including those records identified in provision, 3.11 *Cost Records*;
7. If an adjustment in the Contract Time is sought, it shall be based on the Project Schedule and updated Project Schedules as required by provision 4.3, Project Schedule and in accordance with provision 6.0, *Change in the Contract Time*; and shall include:
  - a. the specific number of Days requested;
  - b. the specific reason an adjustment in the Contract Time should be granted; and
  - c. an analysis of the Project Schedule and all of its applicable updates as required by the Contract Documents, or if none is specified, an analysis of the Project Schedule and its updates, for the purpose of demonstrating the basis for the requested adjustment in Contract Time.
8. A statement certifying that:
  - a. the Contractor has exercised reasonable diligence in investigating the Claim, and after its investigation, it has determined that the Claim is made in good faith;
  - b. the supporting cost and pricing data are true and accurate;
  - c. the Claim is fully supported by the accompanying data; and

- d. the amount requested accurately reflects the adjustment in the Contract Price or Contract Time to which the Contractor believes it is entitled; and
- e. that includes the following:

*I declare under penalty of perjury, under the laws of the State of Washington that the following claim is true and correct,*

\_\_\_\_\_  
(Signature of Contractor's Representative)

Dated: \_\_\_\_\_ at \_\_\_\_\_, Washington.  
(City)

- E. The Contractor shall not be allowed to change the alleged basis for a Claim or to increase the amount of money, time or other relief requested after the applicable time period for bringing a Claim, except if the change is based upon data or information that a reasonable and diligent investigation could not have uncovered prior to making the Claim.
- F. Contractor's Duty to Cooperate. The Contractor shall cooperate with the County or its designee in the evaluation of its Claim and provide all information and documentation requested by the County or its designee.
- G. The County's Evaluation of the Claim.
  - 1. To assist the County in the review of the Contractor's Claim, the County or its designee may visit the Site, request additional information and/or documentation in order to fully evaluate the issues raised in the Claim and/or audit the Claim.
  - 2. After the Contractor has submitted a fully documented Claim that complies with this provision, the County shall respond, in writing, to the Contractor within sixty (60) Days from the date the fully documented Claim is received with either:
    - a. a decision regarding the Claim; or
    - b. a Notice extending for another thirty (30) Days the County's time to respond to the Claim.
  - 3. The Claim shall be deemed denied:
    - a. absent a thirty (30) Day extension, upon the sixty-first (61<sup>st</sup>) Day following receipt of the Claim by the County.
    - b. If the County has extended its response due date by thirty (30) Days, the Claim shall be deemed denied upon the ninety-first (91<sup>st</sup>) day following receipt of the Claim by the County.
  - 4. The County will identify the Appeal Officer for each Claim within fifteen (15) Days of the County's receipt of a Claim.
  - 5. The County has the right to deny a Claim even if the reason for denying the Claim is different from the County's stated reason(s) for denying a Request for Change Order or from its stated reason, if any, for issuing a unilateral Change Order.



H. Appeal Process of a Denial or Deemed Denial of the Claim.

1. Contractor shall notify the County of its disagreement with the denial or deemed denial of the Contractor's Claim and file a fully documented Appeal to the Appeal Officer within twenty-one (21) Days after the deemed denial or receipt of the denial.
2. Failure to timely notify the County and file a fully documented Appeal constitutes acceptance of the denial or deemed denial of the Claim, and the Contractor waives any right to any adjustment in Contract Price and/or Contract Time with respect to the Claim.
3. A fully documented Appeal shall contain the following information:
  - a. All documentation and information previously provided to the County in support of the Contractor's Claim including but not limited to the documentation identified in provision 9.0, *Contractor Claims*, paragraph D;
  - b. A copy of the County's denial of the Claim;
  - c. A detailed explanation why the Contractor believes the County's decision is incorrect and why the Claim should be granted; and
  - d. Any technical data or additional documentation supporting the Contractor's position.
4. At the discretion of the Appeal Officer, the Appeal Officer may request additional information or a meeting with the Contractor.
5. After the Contractor has submitted a fully documented Appeal that complies with this provision, the Appeal Officer shall respond, in writing, to the Contractor within sixty (60) Days from the date the Appeal is received. Absent a written response by the Appeal Officer, the Appeal shall be deemed denied upon the sixty-first (61st) Day following receipt of the Appeal by the Appeal Officer.
6. Contractor shall notify the County of its disagreement with the denial or deemed denial of the Contractor's Appeal within twenty-one (21) Days after the deemed denial or receipt of the denial. Failure to notify the County constitutes acceptance of the denial or deemed denial and waiver of the Contractor's right to any adjustment in Contract Price and/or Contract Time with respect to the Appeal.

**9.1 CONTRACTOR'S BURDEN OF PROOF ON CLAIM**

- A. The Contractor shall have the burden of proof to demonstrate entitlement and damages.
- B. If the Contractor, on behalf of itself or its Subcontractors and Suppliers seeks an adjustment in the Work Order Price or Work Order Time not supported by Project cost records meeting the requirements of provision, 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, damages, or Claim related to or arising from performance of the Work. If the County determines that the Contractor has failed materially to comply with the record-keeping requirement set forth in Article 3.10, *Cost Records*, no adjustment shall be made to the Work Order Price and/or Work Order Time with respect to that Claim.

- D. No Claim submitted to Alternate Dispute Resolution (ADR) or pursued by the Contractor in litigation shall seek damages or a total number of days of delay greater than those set forth in the Contractor's Claim, except for accrual of any interest owing under applicable law. No Claim submitted to ADR or pursued by the Contractor in litigation shall seek specific days or dates of claimed delay different from those days or dates set forth in the Contractor's Claim.

## **9.2 LITIGATION**

- A. As mandatory conditions precedent to the initiation of litigation by the Contractor against the County, Contractor shall:
1. Comply with all Claim requirement provisions set forth in this Contract;
  2. Complete all Work required for, and request and receive from the County a Notice of Substantial Completion of the Work Order; and;
  3. Request initiation of an Alternate Dispute Resolution (ADR) process agreeable to both Parties no later than ninety (90) Days after the Contractor submits its final Application for Payment of the Work Order, or, if the dispute arises out of an event that occurs after the final Application for Payment of the Work Order, within ninety (90) Days after such event; and
  4. Participate in an effort to complete the ADR process within one hundred eighty (180) Days after Contractor requests initiation of the ADR process.
- B. Any litigation brought against the County shall be filed and served on the County within 365 Days after Contractor submits its final Application for Payment of the Work Order, or if the dispute arises out of an event that occurs after the final Application for Payment of the Work Order, within 365 Days after such event. The requirement that the Parties participate in ADR does not waive the requirements of this subparagraph.
- C. Failure to comply with these mandatory conditions precedent shall constitute a waiver of the Contractor's right to pursue judicial relief for any Claim arising from Work performed under this Contract.

## **ARTICLE 10: TERMINATION**

### **10.0 COUNTY'S RIGHT TO TERMINATE**

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

1. County may terminate the Work, or any part of it, for cause upon the occurrence of any one or more of the following events, each of which shall be considered a default:
  - a. Contractor prosecutes the Work or fails to prosecute the Work or any portion thereof so that Substantial Completion of the Work will not be achieved within the Contract Time;
  - b. Following Substantial Completion, Contractor prosecutes or fails to prosecute the Work or any portion thereof so that Final Acceptance of a Work Order will not be achieved within the specified times;
  - c. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;

- d. Contractor fails to repair, replace or correct Work not in conformance with the Contract;
  - e. Contractor fails to supply skilled workers or proper materials or equipment;
  - f. Contractor fails to make prompt payment to its employees or Subcontractors;
  - g. Contractor disregards or fails to comply with laws, ordinances, rules, regulations, permits, easements or orders of any public authority having jurisdiction;
  - h. Contractor fails to comply with Contract safety requirements; or,
  - i. Contractor is otherwise in material breach of any provision of the Contract.
2. Any such termination is without prejudice to any other right or remedy of the County.
3. If one of the aforementioned events has occurred, and the County at its option intends to terminate the Contract in whole or in part for default, the County will provide the Contractor with written Notice of its intent to terminate the Contractor for default, specifying in the Notice the ground(s) for such termination. In the Notice, the County, at its option, shall require the Contractor to either: i) promptly correct the deficiencies noted; or ii) provide the County with a corrective action plan as to how such deficiencies will be remedied or cured and indicate the timeframe for completion of the corrective action plan. However, if after receipt of the proposed remedy, the County has a reasonable basis for concluding that the Contractor has (a) failed or is unwilling to repair, replace or correct the deficiencies within the Work Order Time, or (b) failed or is unwilling to provide a reasonable and satisfactory corrective action plan, the County shall thereafter have the right to terminate this Contract for default. While sending a Notice of intent to terminate is a necessary condition for the County's right to terminate the Contract or Work Order, in whole or in part, for a default, it is not a necessary condition as to the County's right to seek damages for Contractor's default or other breach of contract.
4. Upon termination, the County may at its option:
- a. Take possession of the Site and possession of or use of all materials, temporary buildings, utilities, equipment, tools, and construction equipment and machinery owned by Contractor for the purpose of completing the work; and/or,
  - b. Finish the Work by whatever other reasonable method it deems expedient; or
  - c. Call upon the surety to perform its obligations under the performance and payment bonds.
5. If the County terminates the Contractor for default, the Contractor and its sureties shall be liable for all damages and costs that result or arise from Contractor's breach or default, including but not limited to:
- a. compensation for architect and engineering services and expenses made necessary thereby;
  - b. any other costs or damages incurred by the County in completing and/or correcting the Work; and

- c. any other special, incidental or consequential damages incurred by the County.
6. In the event of termination for default the County shall pay the Contractor only for Work successfully completed and accepted by the County prior to the date of termination. The County shall not be responsible for any other Contractor costs, expenses, or damages including any consequential, special, or incidental damages or lost profits associated with this Contract. In no event shall the County reimburse the Contractor for any costs directly or indirectly related to the cause of the termination for default.
7. If, after termination for default, it is determined that the Contractor was not in default, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the County.
8. The rights and remedies of the County in this provision are in addition to any other rights and remedies provided by law or under this Contract.

**B. Termination for Convenience**

1. Upon written Notice the County may terminate the Contract or Work Order, 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 a Work Order or any portion thereof for convenience, Contractor may make a request for a final payment which may include:
  - a. An amount in accordance with the terms of this Contract for Work performed prior to the effective date of termination and not previously paid for by the County;
  - b. Actually incurred reasonable costs directly caused by the termination for convenience, such as, restocking fees, penalties for early termination of equipment leases, and 'termination of subcontracts', at commercially reasonable rates for such expenditures / a [rate not to exceed 5%] of what the Contractor has been actually paid prior to the date of termination.
3. The Contractor shall not be entitled to any other costs or damages, whatsoever. The total sum payable upon termination shall not exceed the Work Order Price reduced by prior payments. Contractor shall be required to make its request for adjustment in accordance with Article 5, *Changes to the Contract or Work Orders*, and Article 6, *Time and Price Adjustments*.
4. If it appears that the Contractor would have sustained a loss on the entire Work Order had it been completed, the County shall not reimburse Contractor any profit for the Work completed and shall reduce the Change Order issued upon termination to reflect the indicated loss.

**C. Termination for Nonappropriation**

1. Funding of this Contract or Work Order beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.
2. If expected or actual funding is withdrawn, reduced or limited in any way prior to Final Acceptance of a Work Order, the County may, upon written notice to the Contractor, terminate this Contract or Work Order in whole or in part for lack of

appropriation. Such termination shall be in addition to the County's rights to terminate for convenience or default.

3. In the event of termination under this section the following shall apply:
  - a. Subject to subsection b. (below), the County will be liable only for payment in accordance with the terms of this Contract for Work performed prior to the effective date of termination; and
  - b. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs.

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

1. Unless the County directs otherwise, after receipt of a written Notice of termination for default, convenience, or non-appropriation Contractor shall promptly:
  - a. Stop performing Work on the date, and as specified, in the Notice of termination;
  - b. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work not terminated;
  - c. Cancel all orders and subcontracts, upon terms acceptable to the County, to the extent that they relate to the performance of Work terminated;
  - d. Assign, as specifically requested by the County, all of the rights, title, and interest of Contractor in all orders and subcontracts;
  - e. Take such action as may be necessary or as directed by the County to preserve and protect the Work, Site, and any other property related to this Project in the possession of Contractor in which the County has an interest;
  - f. Continue performance of Work only to the extent not terminated; and
  - g. Take any other steps required by the County with respect to a Work Order.

**E. Contractor's Obligations for Default Without Termination**

1. Even if the County does not terminate the Contractor for default, the Contractor and its sureties shall be liable for all damages and costs which result or arise from Contractor's default, including but not limited to: (1) compensation for architect and engineering services and expenses made necessary thereby; (2) any other costs or damages incurred by the County in completing and/or correcting the Work; and (3) any other special, incidental or consequential damages incurred by the County.

**10.1 COUNTY'S RIGHT TO STOP WORK FOR CAUSE**

- A. If Contractor fails or refuses to perform its obligations in accordance with the Contract or Work Order, 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 Work Order Time and/or Work Order Price for any increased cost or time of performance attributable to Contractor's failure or refusal to perform its obligations under the Contract or Work Order.

## **ARTICLE 11: MISCELLANEOUS**

### **11.0 COUNTY'S RIGHT TO NOT ISSUE ANY WORK ORDERS**

- A. As this is a Work Order Contract, the Contractor is not guaranteed any amount of Work. The County may, at its sole option, not issue any Work Orders to the Contractor and the Contract will naturally expire according to its terms.

### **11.1 CONTRACTOR'S PERFORMANCE AND PAYMENT BOND**

- A. The Contractor shall execute and deliver to the County a Performance and Payment Bond, as required in Section 00 61 00, for 100% of the Not to Exceed Contract Price, with an approved surety company and in compliance with Chapter 39.08 RCW.
- B. Contractor shall notify surety of any changes in the work. The Contractor shall promptly furnish additional bond security to protect County and persons supplying labor or materials required by the Contract if:
  - 1. County has a reasonable objection to any surety; or
  - 2. Any surety fails to furnish reports on its financial condition pursuant to County's request.

### **11.2 INDEMNIFICATION/HOLD HARMLESS**

- A. The Contractor shall protect, defend, indemnify and hold harmless the County, its officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever arising out of or in any way resulting from the Contractor's, its officers, employees, agents, or subcontractors of all tiers acts or omissions or performance or failure to perform this Contract to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereinafter amended.
- B. The Contractor's obligations under this section shall include, but not be limited to:
  - 1. The duty to promptly accept tender of defense and provide defense to the County at the Contractor's own expense.
  - 2. The duty to defend and indemnify the County from any claims, demands, or suits brought by, or on behalf of, Contractor's employees and agents. To the extent necessary to carry out this obligation, Contractor hereby specifically waives its immunity under Washington's Industrial Insurance Act, RCW Title 51. The Parties acknowledge that this provision was mutually negotiated.
  - 3. To the maximum extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County from, and be liable for, all damages and injury, which shall be caused to owners of property on, or in the vicinity of, the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence of the Contractor or caused by the inherent nature of the work specified.
- C. the County may, in its sole discretion, withhold amounts sufficient to pay the amount of any claim for damages or injury arising out of the Contractor's performance of this Contract.
- D. Any amount withheld from the Contractor may be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim.

- E. In the event the County incurs any costs, expenses, or fees including attorneys' fees, to enforce the provisions of this subsection, all such costs, expenses, and fees shall be recoverable from the Contractor.

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

- A. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the County, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

### **11.4 ASSIGNMENTS**

- A. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to it hereunder, without the previous written consent of the County.

### **11.5 NONWAIVER OF BREACH**

- A. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of or acquiescence in any breach hereunder, except as may be specifically stated by the County in writing.

### **11.6 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 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.

### **11.7 LIQUIDATED DAMAGES AGAINST CONTRACTOR**

- A. The liquidated damage amounts, set forth within a Work Order, will be assessed for Contractor's failure to complete the Work within the Work Order Time, including Substantial and Final Completion of a Work Order. 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 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 liabilities pursuant to the Contract.

### **11.8 HEADINGS**

- A. The headings used in the Contract are for convenience only and shall not be considered a part of or affect the construction or interpretation of any contractual provision therein.

**11.9 CHOICE OF LAW**

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

**11.10 SEVERABILITY**

A. 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 00 90 00**  
**ADDENDA**

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

**END OF SECTION**

**SECTION 01 01 00**  
**SUMMARY OF WORK**

**1.01 SCOPE OF WORK**

- A. The Contractor shall provide design, installation, scheduled repair, emergency repair, move/add/change services, training, consultation, quotes, walk-throughs, documentation, and procurement required to support the King County Telecommunication and Data Network inside and outside cabling infrastructure needs. King County network accommodates 14,000 employees in over 200 locations; work is located throughout King County.
- B. The Work of this Contract shall consist of inside plant (ISP) work that includes cabling installation, renovations, and additions to existing networks, as well as outside plant work (OSP) for inter-facility connectivity which might include trenching, digging and aerial work. The Contractor shall supply all labor, permits, travel, use of vehicle, parking, supplies, materials, tools of trade including fiber equipment used for fiber testing, cleaning, and certification tools; electronic testing gear for digital telephone sets, punch down tools for Visipatch fields and other hand held equipment such as a Fluke cable tester, and other equipment required to perform network and telecommunications cabling and related equipment infrastructure diagnostic, repair and installation work, high voltage, trenchwork, conduit, aerial, backboard construction and device integration and testing including but not limited to the following, as required to complete the Work and perform the obligations and has sufficient experience and competence to do so:
  - 1. Structured Cabling System installations and repair, new construction, network infrastructure installations including vertical and horizontal copper and fiber optic data wiring for facility and campus backbones and local area networks, and data centers.
  - 2. Telecom/Network infrastructure consultation, cable design, walkthroughs, and cabling in accordance with King County standards as well as industry standards.
  - 3. Moves, adds, changes and repairs for King County's existing Telecommunication inventory consisting of Nortel DMS100 Meridian Business Sets (CENTREX).
  - 4. Routine repair includes inspecting cables, connections, and devices for wear or damage, cleaning, and calibration, and diagnosing and resolving issues promptly to minimize downtime.

5. Interior cable installation, repair and/or removal of existing Telecommunication and Data Network cabling infrastructure and related services associated with large moves and/or remodeling projects.
6. Decommissioning of Telecommunication systems and Data Network cabling infrastructure.
7. Installation, recommendations, and/or repairs for overhead paging to include systems related to Bogen and Valcom paging systems, external adapters, weather resistant phones and other ancillary equipment.
8. Installation of network racks, inner duct, racks, cable tray, and modular cable management systems, including SYSTIMAX and VISIPATCH.
9. Obtain Permit Applications.
10. Adhere to King County's wiring standards (found in Attachment 1, Information Technology Governance Specification) for Network and Telecommunication infrastructures related to repair and installation of Network cabling and lines associated with Centrex, POTS, UC, electronic key and single line voice systems.
11. Ensure work performed is labeled to meet EIA/TIA specifications and provide documentation ("as-builts") required according to specifications of the job performed.
12. Test and certify fiber and copper cable installations and provide documentation in electronic and hard copy immediately following each installation.
13. Aboveground and Underground conduit path installation work via open trench.
14. Aboveground and Underground conduit installation work via directional boring method.
15. Aboveground and Underground vault placement.
16. Aboveground and Underground conduit system and cable location and maintenance work.
17. Communication conduit and junction box installation work.
18. Ethernet cable installation, repair, removal.
19. Emergency call out.
20. High Voltage, Trenchwork and Conduit.
  - a. Provide and wire 120/208V receptacles and other required outlets from electrical distribution panel to locations as indicated-on project drawings.

- b Installation of fiber break out and splice kits and junction boxes.
- c Low Voltage OSP Communication Cable Installation via aerial route over utility pole line or OSP cable support infrastructure.
- d Create and prepare cable design and application package for permit applications needed for the work and submit and follow through the permit processes until issuance of the permits.
- e Interior communication cable installation, repair and removal.
- f Performing core drilling.
- g Installation of inner-duct.
- h Installation of Fiber Optic Patch Panels (FOPP's), splice case, cable tray, backboards, NEMA enclosures and Chatsworth wall mounted cabinets.
- i Performing cross-connects, termination and fusion splicing of fiber optic cable.
- j Performing post attenuation testing, labeling and documentation.
- k Performing bi-directional cable confirmation testing, labeling and documentation for copper and fiber optic cables.

#### 21. Outside Plant (OSP) Work

- a OSP Aerial and Underground fiber optic cable installations and repair, new construction, network infrastructure installations including vertical and horizontal copper and fiber optic data wiring for campus fiber backbones and local area networks;
- b other ancillary devices;
- c installations including conduit, inner duct, lashing or self-supporting cable plants, direct burial, cable access vaults, hand holes, racks, cable tray, and backboard installations;
- d Installation of handholes and other below-ground splice volts, trenching, digging, pathway, right of way, poles, guys, support messengers, conduit, pedestals, and vaults.

C. The work of this Contract shall consist of supplying all labor, materials, tools, permits, and equipment required to meet the requirements of multiple Public Works projects, including but not limited to the following:

- 1. King County will submit a work order that will initiate a walkthrough. The Contractor shall provide walkthroughs at no charge. If the quote is rejected the Contractor may charge for the quote at the prevailing wage rate.

2. The Contractor shall have at least three (3) to five (5) experienced technicians who are familiar with County facilities that are directly employed by the Contractor and possess the appropriate expertise and ability to meet King County's work requests.
  - a. The Contractor shall ensure that telecommunication technicians have the expertise, tools, training, qualifications, and certifications required to perform work as described on all work order requests.
  - b. The Contractor shall have telecommunication technicians available with knowledge of Digital Centrex cross connections and operation.
  - c. The Contractor telecommunication technicians shall hold in possession at all times a Digital Lineman's Handset (Centrex Digital Butt Set) as standard equipment critical for Centrex digital station troubleshooting.
- D. The Contractor shall at a minimum have the capability to field three (3) work crews that can work on three Work Orders simultaneously.
  1. All work crews shall have one Contractor-designated person responsible for taking direction from King County's Project Representative and giving direction to the work crew, which for Work Orders valued over \$10,000.00 must be a Lead Indoor Telecommunication Technician, Working Foreman or Project Manager.
  2. A minimum of one of the three work crews shall be comprised of three technicians, including one Lead Indoor Telecommunication Technician, as necessary for certain projects.
- E. The Contractor shall provide a dedicated service Project Manager who will be responsible for installation and service management, including providing estimates, and resolving installation, warranty, and billing problems. This person shall attend regular status meetings.
- F. The work shall include all preparatory and finish work normally associated with this type of Contract and the work as defined by the Work Order Specifications and Drawings. Finish work includes maintaining the appearance and cleanliness of telecom closets, workspaces, aisles, elevator bays, etc. in good workmanship manner.
- G. The work shall conform to the Work Order Specifications and Drawings.

#### 1.02 SPECIAL REQUIREMENTS

- A. The Contractor shall be required to coordinate work with other King County project work being performed by other contractors or County staff in the same location.

- B. In addition to the standards in the Specifications, certain work has special requirements, as follows:
1. King County has some sites that use Lucent Technologies SYSTIMAX SCS (Structured Cabling System) products. There are 2 types of SYSTIMAX in use:
    - a. Original style Visipatch used in the King County Courthouse, King County Administration bldg., and the Transit Control Center (TCC).
    - b. Newer style Visipatch360 used by Chinook, Central-Atlantic Base, Ryerson Base, Elections and Renton Parks Central Maintenance Facility (CMF). Technicians must have the proper tools to work on these systems.
  2. Multimode Fiber Optic Cable: LAN fiber media will be 50/125-micrometer, OM4, optical fiber cable. Fiber cable will be of the type required by the NEC Article 770. Fiber attenuation loss is not to exceed 3.0 dB/Km @ 850nm and 1.0 dB/Km @ 1300nm. In new installation the total number of fibers within a cable will exceed the immediate required number by a minimum of 25 percent unless variance is written and agreed upon by the project manager. Only continuous/non-spliced cable will be installed unless a written agreement is signed by the Project Representative.
  3. Single mode Fiber Optic Cable: The fiber shall be single-mode fiber capable of operating at both 1310 nanometers (nm) and 1550 nm. The fiber shall induce a loss of no more than .4 dB/km at 1310 nm and no more than .3 dB/km at 1550 nm. The fiber should be depressed clad. The fiber shall not be dispersion shifted unless approved by the County's Project Representative.
  4. Rack mount Fiber Patch Panels (LIU): Rack mount patch panels will be of the 19-inch rack mount width with the ability to front or mid mount in the rack. The patch panel will accept modular coupler panels. Splice trays may be included where needed for cable organization or splicing.
  5. Wall mount Fiber Patch Panels (LIU): Wall mount patch panels will have a completely enclosed steel cabinet. No fiber terminations or patch cables will be exposed unless the panel is open. In areas of limited security, the patch panel will be lockable by key or special wrench. The patch panel will accept modular coupler panels.
  6. Fiber couplings will accept SC or LC terminations. The King County Project Representative will determine the connector type and number of couplings.
  7. Fiber terminations will be made using SC or LC type terminations with direct fuse connect design type of fiber connector for point-to-point connections. Terminators to be used will have an insertion rating of not less than 200 insertions.
  8. Fiber patch cables will be of the duplex cord configuration of an indoor construction and of the 50/125-micrometer, OM4, optical fiber cable graded

fiber type, terminated with SC or LC connectors using hybrid patch cables as required when connecting to and end device.

9. Cabling requirements in other King County facilities must be certified as CAT 5E at a minimum. New cabling installations must be certified as CAT 6A or better. See Attachment 1, Information Technology Governance Standards.

10. Backboard Construction. See Attachment 1, Information Technology Governance Standards.

11. Device integration and testing

- a Unwrap/Unbox and prepare the equipment shipped from vendor for installation in each location.
- b Extend current equipment cables or run new cables for equipment to be installed.
- c Connect all cables and power to equipment.
- d Install any current items from the location to make sure they are working correctly.
- e Install all new equipment to proper location and secure unit and cabling.
- f Setup of all video monitors if applicable to specified locations.
- g Installation and Testing of all input/output devices, telecom, data, video, audio, recording devices and related services associated for functionality/pre-functionality with new installations, large moves and/or remodeling projects.

12. Work shall be performed without diminishing the level of service for routine repair and move/add/change order activity. If the Contractor determines that they are unable to meet the schedule that is provided, the Contractor shall notify King County staff member who issued the order for the project within 24 hours of receiving the job request in order that another Contractor can be sought.

13. Provide a project manager for large scale projects of twenty-five (25) phones or more, if a project will span over two weeks in duration, or if the project is valued at \$5,000.00 or greater. The project manager shall be available for meetings with the customer at no additional charge. If a technician is required to attend meetings at the customer's request, their time shall be paid at the regular hourly rate that shall not exceed over one (1) hour.

C. Parking/Building Access:

- 1. Locating parking at County facilities shall be the Contractor's responsibility. King County will not reimburse the Contractor for parking fees, parking

- citations or mileage, nor will King County reimburse the Contractor for the time spent locating parking.
2. Building access will be provided through arrangements approved by King County and the building management of the facility where the work is being done. The Contractor shall comply with security requirements for building access, which at times could include background checks. It shall be the Contractor's responsibility to assure access has been arranged prior to routing personnel to a site.

#### 1.03 RESPONSE TIMES:

1. Request for General Work: The Contractor shall begin work at site(s) specified in the Work Order within 24 hours after receipt of the Notice to Proceed for the Work Order unless otherwise directed by the Project Representative. Once the work has commenced, it shall continue in an uninterrupted manner during scheduled working hours until completion.
  - a. The normal work schedule for the Contractor shall be between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday.
  - b. Routine repairs shall be completed within 24 hours.
  - c. Installations, moves and changes shall be completed within 5 working days or less unless otherwise specified by King County management and/or designee.
2. Request for Emergency Work: The Contractor shall provide staff on an on-call basis for emergency service inside or outside of normal working hours. The Contractor shall be available to receive and respond to emergency service requests 7 days a week, 24 hours a day, including holidays.
  - a. If the call is received outside of normal working hours, the Contractor shall call the site of the reported problem and confirm the nature of the problem prior to dispatching personnel.
  - b. If the emergency call is received inside of normal working hours, the Contractor shall call the King County staff member that reported the problem and confirm the emergency nature of the problem prior to dispatching personnel.
  - c. Problems of a non-emergency nature shall be logged for dispatch during normal working hours.
  - d. Upon analysis of the work required by the emergency call and upon approval and Notice to Proceed by King County, the Contractor shall timely and diligently complete all emergency work in order to minimize disruptions of County work operations.
  - e. The Contractor shall respond within 30 minutes to a call from King County.



- f. The Contractor shall be provide a proficient or certified field technician, trained on the system, on-site within two (2) hours with all tools and parts necessary to restore service to reasonable operation.
- 3. The Contractor shall provide King County emergency call out procedures which includes the name and telephone number of a contact person responsible for receiving service calls on a 24-hour basis and at a minimum includes the required emergency response within 30 minutes to a call from King County and have a proficient or certified field technician, trained on the system, on-site within two (2) hours with all tools and parts necessary to restore service to reasonable operation.

#### 1.04 WORK ORDER PROCESS

- A. King County will transmit proposed Work Orders to the Contractor for the Contractor's proposal on price and schedule to complete the work specified in the Work Order. Such Work Orders will contain written information and drawings (when applicable) describing the work to be performed. A Work Order may contain multiple sites in close vicinity. The Project Representative will notify the Contractor.
- B. Within the specified time on each Work Order, the Contractor shall submit to King County for review a proposed work schedule and not to exceed costs to perform the work using the Unit Prices and Mark-up Rates on the Bidding Schedule.
- C. King County will review the Contractor's proposed work schedule and not to exceed costs and will either accept or reject the Contractor's proposed work schedule and/or costs. King County reserves the right to reject any Contractor proposal. If King County rejects the Contractor's proposed work schedule and/or not to exceed costs, King County and the Contractor will review the Contractor's proposed work schedule and/or not to exceed costs. The Contractor may submit a revised proposed work schedule and/or not to exceed costs based on discussions with King County. King County reserves the right to delete any Work Order without charge.
- D. At such time as King County determines the Contractor's proposed work schedule and not to exceed costs to be acceptable, King County will issue a Notice to Proceed for that Work Order.
- E. Unless otherwise specified, within 24 hours after receipt of the Notice to Proceed for the Work Order, the Contractor shall begin work at all sites specified in the Work Order unless otherwise directed by the Project Representative.
- F. The Contractor shall notify the Project Representative immediately after the work is performed for acceptance.

- G. The Contractor shall notify the Project Representative of any change in work scope, schedule or cost prior to performing the changed work, and provide justification of the change. The Project Representative must approve the change prior to the work being performed. Approval may be verbal, to be followed within 24 hours by a written change authorization.
- H. Failure to comply with the above referenced Work Order process may be cause for termination of the Contract.
- I. Emergency Work Order requests (repair work) can be requested verbally or through vendor automated ticket system, if appropriate, and authorized via follow up email including a description of the work to be performed, from County to Contractor.

#### 1.05 CONTRACT TIME AND WORK ORDER TIME

- A. Work Order Time shall be from the effective date of each Work Order Notice to Proceed and shall end as specified in the Work Order. Each Work Order will have Start and Completion dates specified.

#### 1.06 TIME RESTRICTIONS

- A. Limit the hours of work to occur within the following schedule:
  - 1. Weekdays: 7 a.m. to 6 p.m., unless noted otherwise on the Work Order.
  - 2. Weekends: Subject to approval by the Project Representative.
- B. The Contractor shall be liable for the premium costs of King County's overtime inspection for work performed outside of the regular work hours listed above that has not been approved in advance by the Project Representative.
- C. Each Work Order will designate material delivery restrictions, if any.

#### 1.07 PRECONSTRUCTION CONFERENCE

- A. To facilitate the completion of major projects and other Work Orders as determined by King County, a meeting of representatives of the Contractor, King County and other affected agencies (when applicable) will be held. The purpose of the meeting will be to establish lines of authority and communication and identify duties and responsibilities of the parties. Discussion will cover specific Work Order plans, specifications, unusual conditions, schedules of completion and other pertinent features of the Work Order.

#### 1.08 PERMITS AND FEES

- A. Contractor shall obtain and pay for all licenses, permits and inspections required by laws, ordinances and rules governing work specified herein.

- B. During its progress, the work shall be inspected by King County and by the appropriate third-party inspectors as required to meet regulatory requirements. Original permits "signed off" by jurisdiction and/or utilities inspectors shall be given to the Project Representative at the completion of each Work Order.

## 1.09 SECURITY BACKGROUND CHECK

- A. See Section 01 35 00.

## 1.10 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- A. See Section 01 35 00.

## 1.11 INVOICES

- A. The Contractor shall provide individual invoices for each install, move, add, change and disconnect order, as well as for all repairs. All County work order numbers must be provided on all invoices. At the request of King County, the Contractor shall provide accurate and current documentation, including as-built's, of all work performed. All invoices shall include the following information:
  - 1. Date work order was opened and closed.
    - a. Name of the technician who performed the service
    - b. Explanation of services performed
    - c. King County work order number
    - d. Contractor job/work order number
    - e. Number of labor hours worked based on the appropriate hourly rate
    - f. Location where service was provided
    - g. Name of the requester
    - h. Materials used to complete the service request
    - i. Provide copies of the "Signed-Off" permits with the invoice
  - 2. At the request of King County, the Contractor shall provide supporting documentation that supports the criteria shown above including actual start and stop dates and times as well as detailed comments surrounding the execution of services. In addition, bills of sale may be requested to accompany invoices for work performed where King County asked the Contractor to purchase supplies other than routine miscellaneous supplies such as jacks, wire and small adapters. Contractor shall Provide tools of trade including electronic testing gear and test gear for fiber and digital telephone sets.

3. The Contractor shall be required to provide all invoices to King County within fifteen days of order completion and the invoices will be reviewed and approved by King County management and/or designee. The invoice delivery date shall be the actual date the invoice was submitted to King County, rather than the completion date of the order, and the order completion date shall be noted on the invoice. King County will make payments to the Contractor within thirty (30) days of receipt of all invoices. The Contractor shall provide an electronic version of the invoice. Preferred electronic access: 1) web access and/or a mutually agreeable electronic form such as EDI. If required, invoice shall also be available via hard copy.
4. The Contractor shall provide a monthly statement showing current balance, payments received, credits issued and outstanding balances for invoices that exceed the 60-day payment period. *Invoices in dispute will not incur late charges. Disputed charges shall be resolved in 30 days of receipt of notice.*

#### 1.12 BILLING ADDRESS

1. Invoices and other account information shall be sent electronically via email to the email address that will be provided at the time of contract execution.
2. The address to be used on the invoice is as follows:

KING COUNTY  
C/O CALERO  
1040 University Ave, Suite 200  
Rochester, NY 14607

#### **PART 2**

##### **MATERIALS**

NOT USED.

#### **PART 3**

##### **EXECUTION**

NOT USED.

**END OF SECTION**

**SECTION 01 01 50**  
**CONTRACTOR'S USE OF PREMISES**

**PART 1 GENERAL**

**1.01 CONTRACTOR'S RESPONSIBILITIES**

- A. King County's personnel will be responsible for operating the existing facilities throughout the performance of this Contract. Equipment presently installed in the facilities must be available to County personnel at all times for use, maintenance, and repair. If it is necessary, in the course of operating the facility, for the Contractor to move its equipment and materials or any material included in the work, the Contractor shall do so promptly and shall place such equipment or material in an area that does not interfere with the facility operation. The Contractor shall not adjust or operate serviceable or functioning equipment or systems except as specifically required by this Contract. Contact between King County's personnel and the Contractor shall be through the Project Representative or the Project Representative's designated representative(s).

**1.02 CONTINUITY OF OPERATIONS**

A. All King County facilities are considered essential services and will remain in operation throughout the performance of this Contract, except as otherwise specified. The Contractor shall schedule and conduct its work to avoid shutdowns and interference with normal facility operations and maintenance. Where disruption of service is unavoidable, time restrictions may be imposed. When specified, the Contractor shall provide temporary power, materials, and equipment to maintain continuous facility operation. The integrity of existing facility utilities shall be maintained at all times.

B. The King County facilities operate 24 hours a day, 7 days a week unless otherwise specified

**1.03 CONDITION OF EXISTING FACILITIES**

A. It is assumed that existing facilities outside the scope of this Contract are in good repair. Damage or defects noticed by the Contractor shall be reported to the Project Representative immediately and prior to the start of work. Damage caused by the Contractor shall be repaired and/or replaced to its original condition as determined by the Project Representative at no additional cost to King County.

**1.04 NOISE CONTROL**

A. Work involving noisy operations shall be restricted to the hours between 7:00 a.m. and 5:00 p.m., unless otherwise specified on the Work Order or as directed by the Project Representative. Noisy operations shall be scheduled to minimize their duration.

B. The Contractor shall comply with all local controls and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the Contract.

C. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

D. Noise levels of trucks shall not exceed 90 dBA at 50 feet as measured under the noisiest operating conditions. For all other equipment, noise levels shall not exceed 85 dBA. Equipment that cannot meet these levels shall be quieted by use of improved exhaust mufflers or other means.

## **PART 2 PRODUCTS**

Not Used.

## **PART 3 EXECUTION**

Not Used.

**END OF SECTION**

## **SECTION 01 03 50**

### **HAZARDOUS MATERIALS INFORMATION**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. This Section provides information pursuant to 29 CFR 1926.1101, Chapter 296-62-07721 WAC, Chapter 296-155-17606 WAC, and to all other applicable regulations and requirements concerning the reporting of asbestos, lead, polycarbonated biphenols (PCBs), and other hazardous materials in the areas affected by the work under this Contract.
- B. King County will conduct site inspections or make determinations based on the characteristics of the Work Site and the scope of the Project for each specific Work Order under this Contract.

##### **1.02 CONTRACTOR'S RESPONSIBILITIES**

- A. For Contractor's responsibilities upon detecting suspect materials refer to Paragraph 1.03, Section 01 06 30.

##### **1.03 KING COUNTY'S RESPONSIBILITIES**

- A. Upon notification by the Contractor of the existence of suspect material not identified in this section, the Project Representative will have the material inspected and analyzed for the presence of asbestos, lead, PCBs, or other hazardous substances.
- B. If the suspect material proves positive for asbestos, lead, PCBs, or other hazardous substances, King County will take the necessary actions for handling the material to obtain compliance with all applicable regulatory requirements so that the Contractor may then proceed once notified in writing by the Project Representative.
- C. If the results of the inspection and analysis confirm that the suspected material is free of asbestos, lead, PCB's or other hazardous substances, the Project Representative will notify the Contractor in writing so that the Contractor may then proceed with the work.

#### **PART 2 PRODUCTS**

Not Used.

#### **PART 3 EXECUTION**

Not Used.

**END OF SECTION**

**SECTION 01 06 30**  
**CONTRACT SAFETY AND HEALTH REQUIREMENTS**

**PART 1 GENERAL**

1.01 DESCRIPTION

- A. This Section specifies procedures for complying with applicable laws and regulations related to worker safety and health. It is not the intent of King County to develop, manage, direct, and/or administer the safety and health programs of contractors or in any way assume the responsibility for the safety and health of their employees. It is required that all Contractors adhere to applicable federal, state and local safety and health standards.
- B. This Section describes the requirements for submittal of the Contractor's Site Specific Health and Safety Plan (HASP) and the Accident Prevention Program (APP) which is a subset of the Safety Program defined in the General Terms and Conditions.
- C. It is not the intent of King County Information Technology Division to list and identify all applicable safety codes, standards, and/or regulations requiring compliance by all contractor and subcontractor groups. Contractor and subcontractors shall be solely responsible for identifying and determining all safety codes, standards, and regulations that are applicable to the work, including self-monitoring for compliance.
- D. Contractor and subcontractors are encouraged to use the consulting services of the State of Washington's Department of Labor and Industries (WISHA). The Seattle Field Office is located at:

2111 N Northgate Way, Suite 300  
Seattle, WA 98133  
(206) 515-2800  
<http://www.lni.wa.gov/wisha/>

Call or write for assistance with the requirements of this Section.

- E. This Section addresses the Accident Prevention Program (APP) required in Chapter 296-800 WAC.
- F. This Section describes the requirements for submittal of the Contractor's Site Specific Health and Safety Plan (HASP). A HASP is a supplement to a Contractor's APP, however, it need not duplicate material in the APP. The HASP identifies all real and potential hazards during each phase of execution of the Work and provides a specific plan to deal with each hazard. Essentially, a HASP is a Job Hazard Analysis (JHA) of the entire project. A JHA is sometimes referred to as Job Safety Analysis (JSA) or Activity Hazard Analysis (AHA). The HASP shall clearly define responsibilities for Contractor and subcontractor employees per Chapter 296-155 WAC and WRD 27.00.
- G. The HASP and APP submittals shall be accepted and implemented prior to the start of site work. Submit per Section 01 30 00 Submittals Procedure.



H. All work required in the Contract shall meet the following requirements and be considered in the bid amount per RCW 39.04.180.

1. RCW 49.17 and 29 CFR 1926

I. Related Sections:

1. Section 00 70 00 – General Terms and Conditions.

## 1.02 REFERENCES

A. Comply with and implement current applicable local, state and federal Health and Safety Standards on the project site including, but not limited to, the following:

<u>Reference</u>	<u>Title</u>
29 USC 651 et seq.	Federal Occupational Safety and Health Act
29 CFR 1910	OSHA General Health and Safety Standards
29 CFR 1926	OSHA Construction Safety and Health Standards
RCW 49.17	Washington Industrial Safety and Health Act
RCW 39.04.180	Trench Safety System, Safety Systems Required
WAC 296-24	Washington General Safety and Health Standards
WAC 296-27	Recordkeeping and Reporting
WAC 296-36	Safety Standards-Compressed Air Work
WAC 296-44	Washington Safety Standards for Electrical Construction Work
WAC 296-45	Washington Electrical Workers Safety Rules
WAC 296-62	Washington General Occupational Health Standards
WAC 296-155	Washington Safety Standards for Construction Work

## 1.03 DEFINITIONS

A. Hazardous Substance:

1. A substance classified as "dangerous waste" in accordance with WAC 173-303 or that in sufficient quantities would be classified as "dangerous wastes".
2. A solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may: (a) cause

or significantly contribute to an increase in mortality or increase in serious, irreversible, or incapacitating reversible illness; or (b) 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 Puget Sound Air Pollution Control Agency (PSAPCA) Regulation III, Article 4, Removal and Encapsulation of Asbestos Materials.
4. Polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PAHs), explosives, radioactive materials, and other materials designated as hazardous by regulatory agencies having jurisdiction over such matters.

B. Contaminated Substance:

1. A substance containing materials in sufficient quantities such as hydrocarbons, PCBs, diesel fuels, gasoline, heavy metals, solvents, and other types of fuel oils present in the soil, water or air.
2. An element, compound, mixture, solution, or substance designated under Section 102 of CERCLA and/or applicable parts of MTCA.
3. A hazardous waste having the characteristics identified under or listed pursuant to Section 3001 of Solid Waste Disposal Act (i.e., RCRA) except those suspended by an act of Congress.
4. A toxic pollutant listed under Section 307(a) of the Federal Water Pollution Control Act (FWPCA).
5. A hazardous air pollutant listed under Section 112 of the Clean Air Act.
6. An imminently hazardous chemical substance or mixture with respect to which the EPA administrator has taken action pursuant to Section 7 of the Toxic Substance Control Act.

C. Confined space is a space that meets all the following criteria:

1. It is large enough and so configured that a person can bodily enter and perform assigned work.
2. It has limited or restricted means of entry or exit.
3. It is not designed for continuous employee occupancy.

D. Permit-required confined space: A confined space that has one or more of the following characteristics:

1. Contains or has potential to contain a hazardous atmosphere.
2. Contains material that has potential for engulfing an entrant.
3. Is shaped inside in such a way that someone entering could be trapped or asphyxiated.
4. Contains other recognized serious safety or health hazards.

## 1.04 SUBMITTALS

- A. Submit the following to the Project Representative, in accordance with Section 01 30 00, within five days after notification from King County of approval of a work order and before start of construction on site.
  - 1. Accident Prevention Program for the Contractor in accordance with WAC 296-24-040. This program shall outline the anticipated hazards and safety controls necessary to safeguard Contractor's employees, the public, and King County staff. It shall be specific to the job and site and meet federal, state and local jurisdictional requirements.
  - 2. Site Specific Health and Safety Plan.
  - 3. Revisions: Revise the accident prevention program and HASP prior to the start of work on any Work Order site to accommodate changes requested by King County and/or regulatory agencies or jurisdiction. Post a copy of the accepted APP and HASP at the Contractor's job site office and at each of the subcontractors' offices. Three additional copies shall be posted at the Project Representative's Office.
  - 4. Health and Safety equipment and/or training material as specified in this Section.
  - 5. A monthly safety and health activities report.

#### 1.05 QUALITY ASSURANCE

- A. Comply with the Washington Industrial Safety and Health Act of 1973, RCW (Revised Code of Washington) 49.17.
- B. Comply with the provisions of the Federal Occupational Safety and Health Act, as amended.
- C. Ensure that Contractor's employees and the subcontractor's employees comply with the APP and HASP.
- D. Ensure that subcontractors receive a copy of this Specification section. The Contractor is responsible for ensuring compliance with the Accident Prevention Program by its forces and subcontractors at all tiers.
- E. Ensure that all submitted health and safety plans and programs are prepared and/or reviewed and approved by a Certified Safety Professional (CSP) and/or Certified Institutional Hygienist (CIH) prior to submittal.
- F. Coordinate with the Project Representative to obtain approval to disconnect or reconnect utilities.
- G. Coordinate 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.
- H. Maintain good housekeeping in work areas in accordance with WAC 296-155-020.
- I. Ensure that ergonomic principles and practices are followed in completing Work Order tasks.
- J. Provide a qualified health and safety supervisor on-site with appropriate training, responsibility and full authority to coordinate, implement and enforce the Contractor's

HASP and Accident Prevention Program for the duration of this Contract. The name and telephone number of the safety supervisor shall appear in the Accident Prevention Program and HASP.

K. The Contractor shall guarantee their Work as follows:

1. The Contractor guarantees that they are qualified to perform all of the services described.
2. All Work shall meet King County's specifications and be performed in a craftsman-like manner and according to accepted industry standards and practices including conformity with the Building Industry Consulting Service International Telecommunications Distribution Methods Manual. Quality of work shall be subject to the approval of the County management or designee.
3. The Contractor shall provide proper identification of cable runs, i.e. labeling of jacks and termination blocks and marking floor plans with jack numbers. The jack labeling plan shall be defined on a case-by-case basis.
4. The Contractor shall warrant the Work performed under this Contract shall be free from defects in material and workmanship and shall conform to all requirements of this Contract, for a period of at least twelve (12) months from date of acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

#### 1.06 PROJECT SPECIFIC / SITE SPECIFIC HEALTH AND SAFETY PLAN (HASP)

A. A comprehensive HASP covers all aspects of the Contractor's work activities:

1. Related specifically and distinctly to the work and site conditions. The HASP shall be based on a site specific hazard analysis and shall explain how the APP elements and any Contract specific safety procedures shall be applied to the identified hazards in the work.

B. HASP organization: organized and bound to readily accept revisions and additions.

1. Outline form.
2. Table of Contents.
3. Numbered Pages

#### 1.07 SPECIAL CONSIDERATIONS

A. This paragraph describes certain minimum precautions for consideration in developing an Accident Prevention Program and HASP. Include in the HASP all of the items below which may apply to the work. There may be other items not noted below which the Contractor shall address in the HASP. It supplements the regulatory requirements in the General Conditions. Items below which are not needed, note in the HASP as not

applicable. Failure to comply with safety and health regulations will result in work suspension until adequate safety and health measures are implemented.

1. Hazard Communication (WAC 296-62-054)
  - a. Contaminant gases that may be encountered include but are not limited to Hydrogen Sulfide, Methane, Carbon Monoxide, Carbon Dioxide and Sulfur Dioxide. Provide a written Hazard Communication Program and emergency management plan addressing these and other potential hazardous substances on site.
  - b. Prior to commencing work, provide a list and corresponding Material Safety
  - c. Data Sheets for hazardous chemicals to be used on site. If no hazardous chemicals are to be used, provide statement to that effect.
2. Other Site Safety Considerations: Supply to King County for review prior to commencing work on this Contract and amendments as necessary for each work order, a comprehensive written Accident Prevention Program covering the Contractor's activities on site. As a minimum, this **site specific** Program shall include:
  - Respiratory Protection (WAC 296-62-071)
  - Accident/Injury Reporting (WAC 296-27)
  - Fire Safety and Prevention (WAC 296-155-250)
  - Signs, Signals, and Barricades (WAC 296-155-155-300)
  - Material Handling, Storage, Use and Disposal (WAC 296-155-325)
  - Hand and Power Tools (WAC 296-155-350)
  - Welding and Cutting (WAC 296-155-400)
  - Electrical (WAC 296-155-426; 296-24-956; 296-44 and 296-45)
  - Vehicles and other Motorized Equipment (WAC 296-155-600)
  - Tagout/Lockout
  - Demolition (WAC 296-155-775)
  - Drum/Container Management Procedures
  - Hearing Conservation (WAC 296-62-09015)
3. Special Hazards
  - a. Hazardous Waste:
    - 1) Promptly suspend work and notify the Project Representative of unusual conditions including oily soil found on any Work Order site. Work shall remain suspended until authorized by the Project Representative to resume.

## 1.08 UTILITIES

- A. Take appropriate precautions in working near or with utilities and dangerous substances during the performance of work in order to protect the health and safety of the worker, the public, property, and the environment.
- B. Such utilities and dangerous substances include, but are not necessarily limited to:
  1. Conductors of:

- a. Petroleum products.
  - b. Toxic or flammable gas.
2. Natural gas pipelines operating at pressures greater than 60 pounds per square inch.
3. Electric conductors without concentric neutral conductors or other grounded metal shields or sheaths, either exposed or directly buried, or in duct or conduit.
4. Electric conductors with potential to ground of more than 300 volts.

## **PART 2 PRODUCTS**

Not used

## **PART 3 EXECUTION**

### **3.01 SAFETY AND HEALTH COMPLIANCE**

- A. Occasionally, King County will audit the Contractor's Accident Prevention Program and implementation of the HASP. King County reserves the right to stop that portion of the Contractor's work that is determined to be a serious health and safety violation. On-going work that is considered a safety or health risk by the Project Representative shall be corrected immediately.
- B. Ensure that necessary air monitoring, ventilation equipment, protective clothing, and other supplies and equipment as specified are available to implement the Accident Prevention Program and the HASP.
- C. Notify the Project Representative immediately of all accidents resulting in injury, property damage, hospitalization and/or an immediate or probable fatality to one or more employees or the public.
- D. Complete the Monthly Contractor Injury Summary Report.

### **3.02 SITE SPECIFIC SAFETY AND HEALTH PLAN REVISIONS**

- A. In the event that King County, regulatory agencies or jurisdictions determine the HASP and/or Accident Prevention Program as defined in these Contract Documents, or associated documents, organizational structure, or Comprehensive Work Plan to be inadequate to protect employees and the public:
  1. Modify the Accident Prevention Program and HASP to meet the requirements of said regulatory agencies, jurisdictions, and King County.
  2. Provide the Project Representative with the revisions to the Accident Prevention Program and HASP within 7 days of the notice of deficiency.
  3. The revision shall be approved by the Project Representative prior to changing work practices.

**END OF SECTION**

**SECTION 01 29 00**  
**MEASUREMENT AND PAYMENT**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Labor rates appearing on the Bidding Schedule will be utilized for payment and will not be adjusted during the first year of the Contract. The Contractor shall pay prevailing wages for all Work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all Work performed pursuant to each Work Order must be the prevailing wage rates in effect at the beginning date for each Contract year. If the County elects to extend the Contract for an additional year, the prevailing wage rates in Section 00 40 00 shall be adjusted at the beginning of the second year to the current rates and the Contractor shall pay those rates for the remainder of the Contract. Intents and affidavits for prevailing wages paid must be submitted annually for all Work completed within the previous twelve-month period of the Contract.
  - 1. If a prevailing wage rate increase causes the Additional Payroll Related Cost to fall below the minimum required 10%, the Additional Payroll Related Cost shall be increased to the required 10% minimum. Otherwise no other Additional Payroll Related Costs increases will be allowed.
- B. Mark-up percentages, and other non-prevailing wage bid items appearing in Section 00 40 00 (the Form of Bid and the Bidding Schedule) will be utilized for payment and are fixed for the duration of the Contract and shall not be increased.
- C. Any work not appearing on the Bidding Schedule, including labor rates, materials, equipment, subcontractors, etc., will be mutually agreed upon by the parties prior to the performance of work on a Work Order.
- D. Any labor, materials, equipment or subcontractors utilized for work performed at site(s) other than the King County Project Site(s) identified in a Work Order must be pre-approved by the Work Order Project Manager in order to be paid. The measurement and payment of this off-site work shall be based upon the Bidding Schedule or as mutually agreed upon by the parties prior to the commencement of any such off-site work. The work performed at any off-site location must be accessible to King County for inspection.
- E. Unless otherwise required by the Work Order Project Manager, the Contractor shall submit, as a means to validate payment, accurate and detailed daily records for the labor hours, equipment, and materials used on the Work Order at the close of each work day.
- F. No Work Order shall exceed \$500,000, excluding Washington State Retail Sales Tax, unless prior written approval is received from the County.
- G. The County shall review Work Orders issued under this Contract with an estimated value equal to or greater than \$150,000, excluding taxes, to establish a specific required or aspirational level of participation by Certified Firms, Apprentices and or Priority Hire Workers.

## 1.02 MEASUREMENT & PAYMENT FOR WORK PERFORMED

For Work Orders, not inclusive of fully burdened rates.

### A. Time and Materials with a Not to Exceed Work Order Price:

#### 1. Labor:

- (a) Measurement for labor performed by the Contractor, and agreed upon by the County, will be based upon the hours of work performed at the Work Order Site. Payment for labor performed by the Contractor will be determined by the Wage Rates, Additional Payroll-Related Costs, and Overhead and Profit mark-ups identified on the Bidding Schedule.
- (b) There will be no measurement for persons whose primary job duties are defined as Overhead in Section 00 72 00-1.0 DD.
- (c) Payment will be made for one On-Site Working Foreman per Work Order unless previously approved in writing by the Work Order Project Manager. Working Foremen are defined as persons whose primary job duties include directly performing and directing the physical construction activity at the Work Order Site. Payment for the Working Foreman shall only be paid for work performed at the Work Order Site, or as approved by the Work Order Project Manager.
- (d) Labor rates for County approved overtime, weekend, and holiday work will be in accordance with applicable state or federal overtime codes.
- (e) The Contractor shall be compensated for 2 labor hours per day for each person whose presence at the Work Order Site is requested by the Work Order Project Manager. The 2-hour period is to cover only those instances where the work, through no fault of the Contractor, cannot be performed.

#### 2. Materials:

- (a) Materials used by the Contractor on a Work Order must be substantiated by an approved invoice prior to payment. Minor items (valued under \$10.00 each) from the Contractor's inventory may be approved for payment without supplier's invoice if judged reasonable by the Work Order Project Manager.
- (b) Material costs shall not include those materials and supplies necessary to maintain Contractor or Subcontractor equipment, unless otherwise approved by the Work Order Project Manager.
- (c) The quantities of material required to complete the Work shall be documented on a daily basis; material costs shall be determined as soon as supplier's invoices are rendered.
- (d) Payment for Materials will be based upon an approved invoice including the associated mark-up for Materials as identified on the Bidding Schedule.

#### 3. Equipment:

- (a) Measurement of equipment usage by the Contractor, and documented on a daily basis, will be based upon hours/days the equipment is utilized or on stand-by at the Work Order Site. Payment for the equipment will be based upon the hourly/daily rates and associated mark-up identified on the Bidding Schedule. Hours will be rounded upward to the nearest half-hour.
- (b) Equipment Not Identified on the Bidding Schedule:



- 1) Contractor-owned Equipment, other than hand and other small tools (any tool with a wholesale value of less than \$500) provided by the Contractor for the use of its forces, which the Work Order Project Manager deems necessary for performance of the work, shall be, at the County's option, reimbursed by one of the following methods:
  - a) A "Total Hourly" rate as shall be negotiated and mutually agreed to in writing between the Contractor and the Work Order Project Manager before the equipment is used; or,
  - b) An hourly rate shall be calculated from the "*Rental Rate Blue Book for Construction Equipment*" monthly rate, adjusted by the appropriate regional and age factors and divided by 176 to obtain the "Adjusted Hourly Rate." This rate shall then be added to the Rental Rate Blue Book Estimated Operating Cost \$/ Hour to obtain the "Total Hourly" rate for operating equipment. If the equipment is not included in the "*Rental Rate Blue Book for Construction Equipment*", it will be paid at a "Total Hourly" rate as mutually agreed to in writing between the Contractor and the Work Order Project Manager before the equipment is used. The "*Rental Rate Blue Book for Construction Equipment*" from EquipmentWatch may be accessed from the web <http://www.equipmentwatch.com> or by calling 1-800-669-3282 Ext. 76768.
- 2) Contractor-owned equipment on standby:
  - a) Fifty percent (50%) of the "Adjusted Hourly Rate" as calculated in the paragraph above as applicable.
  - b) No payment will be made for standby on any piece of equipment that has been used for 8 hours or more of productive work in a work day.
  - c) Payment for a combination of productive work and standby will not exceed a total of 8 hours in any day of work.
  - d) Weekends and holidays are excluded from standby time.
- 3) Rented equipment payment shall be at invoiced rental rates plus reasonable documented costs for fuel and lubrication for the equipment during operation. Prior approval by the Work Order Project Manager must be obtained for rental equipment rates. The Work Order Project Manager may require the Contractor to obtain multiple competitive quotations for rental equipment to be utilized and select the vendor with prices and terms most advantageous to the County.
- (c) No payment will be made for any equipment idled due to routine maintenance, down time, or late delivery of other equipment.
- (d) No payment will be made for any equipment "parked" on the site with no future use planned.
4. Subcontractor:
  - (a) Payment for subcontracted work, and documented on a daily basis, will be based upon the actual labor, equipment, materials, and mark-up percentages identified on the Bidding Schedule, utilized on the Work Order Site, and substantiated by an approved invoice.
  - (b) Payment for any Subcontractor labor, materials, equipment, and mark-up percentage which are not identified on the Bidding Schedule will be negotiated by

the parties prior to the time the Work Order is executed. Unless otherwise approved by the Project Representative, the mark-up percentage for labor shall not be reimbursed at a percentage in excess of the Mark-up percentages bid by the Contractor.

- (c) Contractor's Mark-up shall be calculated by totaling the correctly invoiced Subcontractor's costs for labor, equipment and materials (excluding Mark-ups) and multiplying this amount by the Contractor's Mark-up percentage as full compensation for overhead, profit and all other costs incurred in managing subcontractors.
- (d) In the event of multi-tiered subcontractors, the total Mark-up amount to be paid by the County for such work shall not exceed the Contractor's Mark-up percentages bid for labor, equipment or material, plus the not to exceed Contractor Mark-up percentage for Subcontract work percentage as identified on the Bidding Schedule, inclusive of all tiers.
- (e) To select a subcontractor, the Work Order Project Manager may require a minimum of 3 quotes for subcontracted work.

**B. Lump Sum Work Order:**

- 1. At the option of the Work Order Project Manager, a Work Order or a portion thereof may be paid in a lump sum amount established prior to the execution of a Work Order, which sum shall be the total compensation to be paid for that Work Order. The Contractor shall provide to the Work Order Project Manager a detailed breakdown of costs and time supporting its proposal for the work with rates, hours, and percentage amounts consistent with the Contractor's Bid, this Section and Article 7 of Section 00 72 00.

**C. Related Costs:**

- 1. The Contractor may be reimbursed for the actual documented cost of the Performance and Payment Bond, including sales tax, without mark-up.
- 2. The Contractor, all subcontractors, and applicable Suppliers will be reimbursed the actual documented filing fee for each Affidavit of Wages Paid for Final Completion of each Work Order, without mark-up.
- 3. For costs of items procured but not installed, fees required by regulatory agencies, permit fees, disposal fees or other associated charges or fees for an individual Work Order, as approved by the Work Order Project Manager, the Contractor will be reimbursed the actual documented cost to the Contractor without mark-up.

**D. Taxes:**

- 1. State and local sales taxes, if required, will be accounted for in each Work Order in accordance with the Contract Documents.

**E. Ferry Fees:**

- 1. Payment for ferry tickets will be made without mark-up upon receipt of appropriate documentation.

**F. Trench Excavation:**

1. If a Work Order requires trench excavation that will exceed a depth of four feet, the costs of trench safety systems shall be priced as a separate item on the Work Order. The costs of trench safety systems shall not be considered as incidental to any other contract item and any attempt to include the trench safety systems as an incidental cost is prohibited.

## **PART 2 PRODUCTS**

Not used.

## **PART 3 EXECUTION**

Not used.

**END OF SECTION**

**SECTION 01 30 00**  
**SUBMITTALS PROCEDURE**

**PART 1 GENERAL**

1.01 SUMMARY

- A. This Section specifies procedures for Contractor submittals. Where required by the specifications, submit descriptive information, which will enable the Project Representative to assess whether the Contractor's proposed materials, equipment or methods of work are in general conformance to the design concept and in compliance with the Drawings and Specifications. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results and such other information, all as specifically required in the Specifications.

**PART 2 PRODUCTS**

2.01 CONTRACTOR RESPONSIBILITIES

- A. Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall ensure that the material, equipment, or method of work shall be as described in the submittal. Verify that the material and equipment described in each submittal conforms to the requirements of the Specifications and Drawings prior to transmittal to the Project Representative. Ensure that there is no conflict with other submittals and notify the Project Representative in each case where such submittal may affect the work of another contractor or King County. Ensure coordination of submittals among the related crafts and subcontractors.
- B. If the Contractor's review determines that the information shows deviations from the Specifications or Drawings, submit a request for substitution.

**PART 3 EXECUTION**

3.01 TRANSMITTAL PROCEDURE

- A. General:
  - 1. Submittals regarding material and equipment shall be accompanied by Transmittal Form 01300-A contained herein. Equipment numbers shall be listed on Form 01300-A for items being submitted. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections for which the submittal is required. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.
  - 2. With approval, the Contractor may use their own Transmittal Form on company letterhead.
  - 3. A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the

Contractor. Resubmittals shall have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B or C being the 1st, 2nd and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of Submittal 25.

- B. Deviation from Contract: Submit a request for substitution for deviations from the Specifications or Drawings. The request shall include the reason for the deviation and cost differential for the deviation. Deviations from the Contract shall be authorized by change order only.
- C. Submittal completeness: Submittals which do not have all the information required to be submitted are not acceptable and will be returned without review.

### 3.02 REVIEW PROCEDURE

- A. For each required submittal, submit 2 copies of all the submitted information. Individual sheets shall not exceed 22 inches x 34 inches.
- B. Unless otherwise specified, within 14 days after receipt of the submittal, the Project Representative will review the submittal and return it to the Contractor. The returned material will consist of 1 marked-up copy of the submittal. The returned submittal will indicate one of the following actions:
  - 1. If the review indicates that the material, equipment or work method is in general conformance with the Drawings/Specifications, the submittal copies shall be marked "No Exceptions Taken" and given a Review Action of "1". In this event, the Contractor may begin to incorporate the material/equipment/work method covered in the submittal.
  - 2. If the review indicates that the submittal is insufficient or that limited corrections are required, the submittal copies shall be marked "Note Markings" and given a Review Action of "2". The Contractor may begin to implement the work method or incorporate materials/comments covered in the submittal in accordance with the corrections/comments noted. Where submittal information is to be incorporated in O&M data, a corrected copy shall be provided; otherwise, no further action is required.
  - 3. If the review is insufficient or contains incorrect data and the comments are of a nature that can be confirmed without a resubmittal, the submittal copies shall be marked "Comments Attached - Confirm" and given a Review Action of "3". (In this case, the Contractor shall not then undertake work covered by this submittal until the attached comments have been confirmed by a separate written communication or the submittal has been revised, resubmitted and returned to the Contractor with a Review Action of either "1" or "2".)
  - 4. If the review reveals the submittal is insufficient or contains incorrect data and the comments require revision and resubmittal, the submittal copies shall be marked "Comments Attached - Resubmit" and given a Review Action of "4". (In this case, the Contractor shall not then undertake work covered by this submittal until the submittal has been revised, resubmitted and returned to the Contractor with a Review Action of either "1" or "2".)
  - 5. If the review reveals that the material, equipment or work method is not in general conformance with the design concept or in compliance with the

Drawings/Specifications, or if the submittal is incomplete, the submittal copies shall be marked "Rejected" and given a Review Action of "5". Submittals containing deviations from Drawings/Specifications which have not been clearly identified and which have not been noted previously in PWC correspondence also shall be rejected. (In this case, the Contractor shall not then undertake work covered by this submittal until the submittal has been revised, resubmitted and returned to the Contractor with a Review Action of either "1" or "2".)

### 3.03 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

- A. Review of drawings, methods of work or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of its responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Project Representative on behalf of King County, or by any officer or employee of King County; and the Contractor shall have no claim under the Contract on account of the failure, or partial failure, of the method of work, material or equipment so reviewed. A mark of "NO EXCEPTIONS TAKEN" or "NOTE MARKINGS" shall mean that King County has no objection to the Contractor, upon the Contractor's own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

**END OF SECTION**

Transmittal Form 01300-A

WORK ORDER:

Requestor's Name:

Requestor's Phone

Entered By:

Start Date:

Request Date:

Due Date:

WORK ORDER COMMENTS

Work Order Location:

User Name:

Phone:

Technician:

Vendor Ticket:

Vendor:

Primary Job:

Project:

Landesk Ticket

Vox Ticket #:

Tracking Number:

Service Now #:

TASKS DETAIL

**SECTION 01 35 00**  
**PROJECT SECURITY PROCEDURES**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. This Section identifies the requirements for on-site security.

**1.02 SECURITY PROCEDURES KING COUNTY FACILITIES**

A. Detention Facilities:

1. Contractors and subcontractors may be required to work in County detention facilities. A background check will be required for all Contractor, subcontractors and supplier personnel entering any detention facility. See form at end of this Section: "Authorization Form for Criminal History Reference Check."
2. Contractors shall be aware that King County may supply an escort for while working in any detention facility and that travel through the facilities may be impacted by facility security protocol.
3. The Contractor shall be responsible for notifying King County if additional background checks are needed. A minimum of 48 hours' notice shall be given before the badges are required.
4. King County may issue ID badges to the approved personnel. These ID badges identify the personnel as Contractors and Subcontractors for King County, and may be numbered to allow identification of the Contractor, Subcontractors and individual personnel. The badges shall be worn by all Contractor and Subcontractor personnel while in any detention facility. The badges shall be displayed in a safe manner such that they are easily visible at all times. At the end of Contract work, all ID badges shall be returned to the Project Representative. The Contractor shall be charged \$50.00 for each lost, missing or damaged badge.
5. Personal vehicles belonging to Contractor and subcontractor staff shall not be allowed in detention facilities.
6. Contractor or subcontractor vehicles and equipment involved in the construction activity shall have markings or signs identifying them as belonging to the Contractor or subcontractor. This includes Contractor's supervisory staff that make periodic site visits.

B. Medical Facilities

1. HIPAA – Protecting Patient Privacy: The Work under this Contract may require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/> .



2. Health Information must remain private and secure in accordance with state and federal privacy laws.
3. If, during the course of visiting or working on any County facility or site, the Contractor, subcontractor or supplier comes across any health information they must keep this information strictly confidential. The Contractor, subcontractor or supplier and their personnel will not disclose any health information to any person or permit any person to examine or make copies of any client reports or other documents containing health information.
4. The Contractor, subcontractors, suppliers and their staff will be required to sign a Confidentiality Agreement before they enter any site determined by the Project Representative. This Confidentiality Agreement is attached at the end of this Section.

C. All other Facilities:

1. King County may issue ID badges to the Contractor to issue to their personnel. These ID badges identify the personnel as Contractors for King County, and will be numbered to allow identification of the Contractor and individual personnel. The Contractor shall be responsible for issuing the ID badges to their on-site staff and subcontractors and maintaining a tracking program for the badges. The badges shall be worn by all Contractor and subcontractor personnel while on site. King County may from time-to-time inspect the Contractor's personnel for their badges, and the names of the persons wearing them.
2. The badges shall be displayed in a safe manner such that they are easily visible.
3. The Contractor shall be responsible for notifying King County if additional badges are needed. A minimum of 48 hours' notice shall be given before the badges are required.
4. At the end of contract work, all ID badges shall be returned to the Project Representative. The Contractor shall be charged \$50.00 for each lost, missing or damaged badge.
5. Contractor or subcontractor vehicles and equipment involved in the construction activity shall have markings or signs identifying them as belonging to the Contractor or subcontractor. This includes Contractor's supervisory staff that make periodic site visits.

## **PART 2 PRODUCTS**

Not used

## **PART 3 EXECUTION**

Not used

## **END OF SECTION**

## **SECTION 01 50 00**

### **TEMPORARY CONSTRUCTION FACILITIES**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. This Section includes temporary utilities, controls, and construction facilities.
- B. Construction signs: Commercial or advertising signs shall not be allowed on the site.

##### **1.02 TEMPORARY POWER**

- A. Connect to existing (when available) power service. King County will pay cost of energy used. Exercise measures to conserve energy. Permanent convenience receptacles may be utilized during construction. Provide flexible power cords as required.

##### **1.03 TELEPHONE SERVICE**

- A. Contractor to provide telephone service for their own use at each Work Order site. Cell phones are acceptable for this purpose unless otherwise identified in the Work Order.

##### **1.04 COMMUNICATIONS**

- A. Contractor shall supply portable radios as needed to support performance testing under this Contract.
- B. Should a technician encounter a situation when additional work is required while on site for an order, he or she will notify the telecom specialist who issued the order to determine if the work can go forward at that time or if other arrangements should be made for completion of the additional work. Should he or she not be able to complete an order for any reason, the technician shall also immediately notify preferably the telecom specialist who issued the order or if they are not available notify the site contact prior to leaving the work site.
- C. The Contractor is expected to attend regular monthly meetings between King County and the Contractor to provide status and updates on open orders as well as address any issues or concerns of either party. King County may schedule additional meetings as deemed necessary.
- D. Upon request by King County, the Contractor shall send to the requestor, via email, copies of open and completed orders, including technician notes, the name of the technician who worked the order as well as hours charged to the order.

##### **1.05 TEMPORARY WATER SERVICE**

- A. Under normal circumstances, County water service will be available for the Contractor's use at the Work Order sites. Provide additional and special connections to the water supply as needed.

- B. King County will pay cost of water used. Exercise measures to conserve water.

#### 1.06 TEMPORARY SANITARY FACILITIES

- A. Under normal circumstances, County sanitary facilities will be available for the Contractor's use at the Work Order sites. When needed, Contractor to provide toilet and wash-up facilities for the work force at each Work Order site. Comply with applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps.

#### 1.07 STAGING AREAS

- A. Use the area(s) (if any) shown on the Work Order Drawings and described in the permits attached to each Work Order for parking and staging. Access to staging areas shall be coordinated with the Project Representative.

#### 1.08 CONTRACTOR'S SECURITY

- A. Provide security and facilities to protect the work, stored materials and existing facilities from unauthorized entry, vandalism, or theft. King County will not be responsible for costs associated with vandalism or theft.

#### 1.09 PROTECTION OF WORK AND EXISTING PROPERTY

- A. Protect existing structures, property, cultivated or planted areas and other surface improvements from damage and provide bracing, shoring or other work necessary for such protection.
- B. Prohibit traffic and storage of materials on existing roof surfaces unless authorized by the Project Representative.
- C. Repair or replace damaged structures, work, materials or equipment to a condition equal to or better than prior to the damage at no additional cost to King County. Repair and/or replacement shall be approved by the Project Representative.

#### 1.10 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain each site in a clean and orderly condition.
- B. Remove waste materials, debris and rubbish from each site immediately upon such materials becoming unfit for use in the work. In the event that this material is not removed, King County reserves the right to have the material removed and the expense charged to the Contractor.
- C. Prevent dirt and dust from escaping trucks departing each site by covering dusty loads, washing truck tires before leaving the site, or other methods as applicable.

#### 1.11 CONTRACTOR'S OFFICE

- A. During the performance of this Contract, the Contractor shall confine operations, including storage of materials on site, in County approved areas. King County has

provided space in the King County Courthouse basement centrally located in downtown Seattle the Contractor may use a dispatch office and materials depot. The office can be used on a 24-hour/seven days a week basis to receive County orders, repair requests and related information and dispatch services.

1. The Contractor shall provide their own phone line, fax, internet access, computer and any other tools or materials necessary to maintain the work space. The Contractor shall be responsible for the keeping King County provided work space clean and free of clutter.
2. The Contractor shall email orders/repair requests details, in response to County orders and repair requests as well as floor plans, estimates, and other documentation related to orders and projects.
3. The Contractor shall reply to King County in a timely manner, based on the Contract SLA, to confirm receipt of the order and/or repair referencing King County's work order number. If Contractor uses their own job numbers, they shall also provide their job number at this time.
4. The Contractor shall notify King County staff via email promptly based on the Contract SLA, upon completion of work orders or repair orders, noting name(s) of technician(s) who performed the work, number of hours and details of any work done in addition to that requested on the work order when submitted by Telecommunications staff and/or resolution of the repair work ticket.

#### 1.12 BARRIERS AND FENCING

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities from damage during construction and demolition operations.
- B. Maintain fencing if directed by the Work Order during the work, which shall, to the satisfaction of the Project Representative, enclose the areas of each work site and prevent unauthorized access. Fencing shall be sufficiently secure to exclude the direct entry of animals and children. Gates shall be provided at access points where required and these shall be kept locked during off-work hours. A lock key shall be given to the Project Representative for the Project Representative's use.
- C. Construction Signs: Commercial or advertising signs shall not be allowed on the site.

#### 1.13 CONTRACTOR'S SECURITY

- A. Assume responsibility for the security of Contractor equipment and materials on site.

#### 1.14 PARKING AND STAGING AREA

- A. Use the areas (if any) shown on the Work Order Drawings and described in the permits attached to each Work Order for parking and staging. Access to staging areas shall be coordinated with the Project Representative.

#### 1.15 DISPOSAL SITE

- A. Provide a legal, off-site debris disposal site.

## 1.16 STORAGE FACILITIES

- A. Provide on-site storage for the protection of materials, equipment and supplies.

### **PART 2 PRODUCTS**

Not used

### **PART 3 EXECUTION**

Not used.

**END OF SECTION**

**SECTION 01 56 00**  
**ENVIRONMENTAL CONTROLS**

**PART 1 GENERAL**

1.01 SUMMARY

- A. This Section specifies temporary environmental controls required to be maintained during construction.

**PART 2 PRODUCTS**

Not used

**PART 3 EXECUTION**

3.01 SITE MAINTENANCE

- A. Maintain sites free of waste materials, debris, and rubbish. Maintain each site in a clean and orderly condition.
  - 1. This includes all wiring areas, access points, and work locations located in MDF and IDF areas, as well as patch panels and wall fields, and any other work area. At the completion of the work performed, the Contractor shall remove and lawfully dispose of all its dirt, mud, waste materials, rubbish, tools, surplus or partly used materials from the site. The Contractor will keep these areas presentable at all times. Additionally, the Contractor shall obey all applicable laws and regulations relating to the storage, use, and disposal of Hazardous Materials in accordance with Section 01 03 50.
- B. Keep the roadways used for hauling materials to and from the sites clean and free from rubbish and debris. Materials and equipment shall be removed from the sites when they are no longer necessary. Upon completion of the work and before acceptance, the work sites shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance.
- C. Waste material of any kind will not be permitted to remain on the sites of the work or on adjacent streets. Immediately, upon such materials becoming unfit for use in the work, they shall be collected, carried off the sites, and disposed of by the Contractor at its own expense.
- D. In the event that waste materials, refuse, debris and/or rubbish are not so removed from the work site by the Contractor, the Project Representative reserves the right to have the waste material, refuse, debris and/or rubbish removed and the cost of the removal and disposal shall be paid by the Contractor.
- E. When working dump trucks and/or other equipment are on paved streets and roadways, the Contractor shall clean affected streets when required by the Project Representative at the conclusion of each day's operations. The Contractor shall be responsible for preventing dirt and dust from escaping from trucks entering or departing the sites by covering dusty loads, washing truck tires or other reasonable means.

- F. Any violation of the above requirements shall be sufficient ground for the Project Representative to order the streets in question to be cleaned by others and the cost of the operation shall be paid by the Contractor.

### 3.02 EROSION CONTROL

- A. The Contractor shall be responsible throughout the life of the project to take all necessary precautions to prevent pollution, erosion, siltation, and related damage to the property and the environment.
- B. All silt should be contained within the construction areas. The temporary water pollution control shall contain the following items:
  - 1. As soon as the sites have been cleared and opened for construction, the Contractor shall complete earthwork, compaction, finish-grading and placement of at least the first course of gravel base material.
  - 2. Critical drainage features such as culverts and catch basins receiving runoff from exposed earth surfaces shall be protected from siltation by temporary gravel berms or check dams made of crushed surfacing top course material and filter fabric securely attached over the grate of the catch basin or inlet.
  - 3. Stockpiled soil materials shall be protected from erosion at the end of each working day by covering the piles with impervious sheeting or other means approved by the Project Representative.
  - 4. No drainage systems shall be blocked for more than one working day or during periods of runoff without temporary drainage bypass.
- C. Other or additional temporary water pollution control measures may be required at the discretion of the Project Representative. The Contractor shall bear the costs of such additional temporary water pollution control measures.

### 3.03 AIR POLLUTION CONTROL

- A. The Contractor shall not discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of legally constituted authorities. Minimize dust nuisance by cleaning, sweeping, and sprinkling with water or other means. The Contractor shall bear all costs related to the air pollution control. The use of water, in amounts which result in mud on public streets, is not acceptable as a substitute for sweeping or other methods.

### 3.04 WATER CONTROL

- A. Temporary pumping and drainage:
  - 1. Conform to the regulations and requirements of legally authorized surface water management agencies.
  - 2. Keep trenches and excavation areas free from water as required to permit continuous progress of, or to prevent damage to the work or the work of others. The Contractor's operations shall be conducted in such a manner as to prevent sediment from reaching the public storm sewer.

### 3.05 MAINTENANCE OF TRAFFIC AND TRAFFIC CONTROL

#### A. Public Safety

1. Maintain the existing entrance/exit of roadways and driveways. Contractor shall conduct its work to interfere as little as possible with public travel, whether vehicular or pedestrian.
2. Whenever it is necessary to cross, obstruct or close roads, driveways and walks, whether public or private, provide detours or other temporary expedients for the accommodation of public and private travel, and give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.
3. The Contractor shall keep existing traffic lanes adjacent to the project sites open and maintained in a good and safe condition for traffic at all time. The Contractor shall remove any deposits or debris and shall repair any damage resulting from its operations. Where grading operations are on or adjacent to the existing traveled way, the grade shall be finished immediately after rough grading is completed and the surfacing materials shall be placed thereon as the work progresses.
4. Flag persons, barricades, signs and traffic controls furnished or provided shall conform to the standards established in the latest adopted edition of the "Manual on Uniform Traffic Control Devices" (MUTCD), published by the U.S. Department of Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor shall prepare a signing plan showing the necessary construction signing and barricades required for the project, and submit it to the Project Representative for approval at least 2 weeks in advance of the time the signing and barricades will be required.
5. When the signing for a particular area will be provided as detailed on one or more of the figures included in the MUTCD without modification, the Contractor may reference the applicable MUTCD figure at the appropriate location in the plan. When this procedure is used, variable distances, such as minimum length of taper, must be specified by the Contractor. The spacing proposed for barricades and cones shall also be specified. When the Contractor's proposed signing requires modification of the MUTCD figures, or development of a special plan, the Contractor must provide a complete plan for approval.

#### B. Load Restrictions

1. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.
2. The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base or surface courses under construction shall be limited. No loads will be permitted on the concrete pavement, until the concrete has attained design strength. The Contractor shall be responsible for all damage done by its hauling equipment and shall correct such damage at its own expense.

**END OF SECTION**



## **SECTION 01 70 00**

### **RESTORATION OF IMPROVEMENTS**

#### **PART 1 GENERAL**

##### **1.01 ROADS AND STREETS**

- A. Unless otherwise specified, resurface and bring to original grade and section roads in which the surface is removed, broken or damaged, or in which the ground has caved or settled during the work under this Contract. Clean and repair roads used by the Contractor. Before resurfacing material is placed, trim edges of pavements back far enough to provide clean, solid, vertical faces, free of loose material.

##### **1.02. CULTIVATED AREAS AND IMPROVEMENTS**

- A. Restore to original or better condition cultivated or planted areas and other surface improvements that are damaged by the Contractor.
- B. Protect existing signposts, barricades and fences. Replace these if damaged during the course of the work. Fencing removed for access to the work shall be re-installed at its original location.

##### **1.03 EXISTING INSTALLATIONS**

- A. Immediately correct or replace existing equipment controls or systems damaged during the course of the work.

#### **PART 2 PRODUCTS**

Not used.

#### **PART 3 EXECUTION**

Not used.

**END OF SECTION**

## SECTION 01 74 19

### CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. This Section specifies the requirements for managing construction and demolition (C&D) materials and King County's requirements to divert C&D materials from landfill disposal.
  - 1. Purpose is to ensure that during course of Work diligent means are employed to pursue practical, economically feasible waste management and recycling options.
  - 2. Requirement is to divert a minimum 85 percent of the total weight of non-hazardous C&D materials for reuse or recycling.
- B. Contractor shall include measures at the Project Site to minimize and divert C&D waste from landfill disposal by all parties to the Contract.
  - 1. Resources: King County Solid Waste Division website for general information on County's [C&D Recycling Program](#), program contact, and online resources.

##### 1.02 DEFINITIONS

- A. Construction and Demolition (C&D) Materials: All non-hazardous materials resulting from construction, renovation, remodeling, alterations, repair, and demolition of buildings, roads or other structures. Includes material and debris that is recycled, reused, salvaged, or disposed of as C&D waste. Land-clearing debris, excavated soils and related vegetation are not considered C&D materials that can contribute to materials diversion.
- B. C&D Materials Management Report (Report): Report documenting execution and status of C&D material included in the C&D Materials Management Plan.
- C. C&D Materials Management Plan (Plan): Project specific plan for the collection/handling, disposition (recycling, reuse, salvage, disposal), transportation and tracking of C&D material diversion and C&D waste disposal.
- D. C&D Waste: All non-hazardous excess building materials with no recoverable value resulting from construction, demolition, remodeling, renovation, alternation, or repair operations. These solid waste materials, trash or garbage, cannot be recycled, reused, salvaged, or returned, and must be disposed of in a landfill. Land-clearing debris, excavated soils and related vegetation are not considered C&D waste that can contribute to waste diversion. Non-recyclable C&D materials must be placed in a separate waste container from Mixed C&D Recycling.
- E. Deconstruction and Salvage Assessment: A document summarizing the building components of an existing building that, if removed, have potential to be reused.
- F. Designated Facilities: A C&D material recovery facility or a privately owned C&D waste transfer station that has a signed agreement with King County that permits it to accept mixed C&D and waste C&D from jobsites located within the County's jurisdiction.

- G. Disposal: Removal off-Site of C&D waste for deposit in landfill in accordance with [King County Code 10.30.020](#).
- H. Diversion: The reuse, recycle, or beneficial use of C&D materials.
- I. Material Recovery Facility: A general term used to describe a material processing facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.
- J. Mixed C&D Recycling: The process of collecting mixed recyclable materials in one container at the Project Site. The container must be taken to a designated material recovery facility where materials are separated for recycling.
- K. Recycle: The process of transforming or remanufacturing waste materials into useable or marketable materials for use other than landfill disposal or incineration. This can be conducted on-Site (as in the grinding of concrete and subsequent reuse on site) but does not include combustion of solid waste or preparation of a fuel from solid waste.
- L. Reuse: Making use of a material without altering its chemical composition.
- M. Salvage: Recovery of C&D building materials and components from a building or building Site for on-Site reuse, off-Site sale or donation to a third-party.
- N. Source-Separated C&D Recycling: The process of separating recyclable materials in separate containers as they are generated on the Project Site. The separated materials are hauled directly to a recycling facility providing recycling services for 100 percent diversion.

#### 1.03 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, C&D waste becomes the property of the Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to King County that may be uncovered during demolition remain the property of Owner. Carefully salvage in a manner to prevent damage and promptly return to King County.

#### 1.04 PERFORMANCE REQUIREMENTS

- A. Construction and demolition (C&D) materials shall be diverted from the landfill whenever practicable in accordance with both King County's Strategic Climate Action Plan (Performance Measure GHG 20) and the following diversion options listed from most sustainable to least: (1) reuse in place; (2) reuse on-Site; (3) reuse; (4) source-separated C&D recycle; (5) mixed C&D recycle; and (5) disposal – includes alternative daily cover.
- B. All generators, handlers, and collectors of mixed and non-recyclable C&D materials shall deliver or ensure delivery of C&D materials to [designated C&D material recovery facilities or transfer stations](#). Loads of recyclable C&D materials shall contain no more than 10% non-recyclable C&D materials.
- C. Material from demolition projects shall be recycled or reused whenever practicable ([State of Washington RCW 39.04.135](#)).

- D. Washington State regulations ([State of Washington WAC 173-345-040](#)) require a separate collection container be provided for waste at Project Site(s) that conduct recycling. Disposal shall comply with [King County Code 10.30](#) and utilize designated C&D facilities.
- E. The following C&D waste disposal bans apply to generators, handlers, collectors, and privately and publicly owned facilities designated by King County to manage C&D waste, as authorized under [King County Code 10.30](#):
1. Concrete, asphalt paving and bricks, unpainted, without a hazardous constituent, and not attached to other materials.
  2. Metal, ferrous and nonferrous: includes composite, multi-metal products or products with nonmetal contaminants but metal content must be more than 90 percent by weight of the material.
  3. Cardboard: includes with tape, staples, and other fasteners and is dry and free of contamination such as paint, grease, grime, or dirt.
  4. Unpainted new construction gypsum scrap that is dry and does not have adhering spackling compound or excessive water damage that would prevent recycling.
  5. Unpainted/untreated wood: excludes particle board and laminated veneer wood.
  6. Exceptions: Bans do not apply where C&D wastes are painted, have dangerous waste or asbestos containing constituents, are glued, nailed, or otherwise connected to other material types, are present only in very small quantities, or are generated during disaster emergency situations where C&D materials from disasters needs to be removed quickly and recycling options are not available.
  7. In addition to the C&D materials banned from disposal by King County and the City of Seattle, the following materials may have viable recycling markets and should be diverted for recycling whenever possible: carpet, carpet pad, window glass, and field office material, including office paper, aluminum cans, glass, plastic, batteries.
- F. Diversion Rates
1. King County: Disposal for all County capital projects shall comply with [King County Code Title 18.17.050.B.2](#) which provides, in part, that diversion rates for C&D materials achieve a minimum of 85 percent diversion and shall achieve zero waste of resources with economic value beginning in 2030. Disposal shall comply with [King County Code 10.30](#) using County designated facilities.
  2. Projects using the County's [Sustainable Infrastructure Scorecard](#) achieve points by achieving diversion rates of 95% and 100%, or if 50% of diverted materials is salvaged for reuse on any project under M Credit 1.1 through M Credit 1.3.
- Refer to: [King County Green Building Ordinance and Resources](#)

#### 1.05 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling, diversion, and disposal regulations of authorities having jurisdiction.
- B. Preconstruction Conference: A portion of the preconstruction meeting shall be dedicated to discussing the Plan, including, but not limited to the following:
  - 1. Review methods and procedures related to C&D materials management, including the requirements of each trade.
  - 2. Review and discuss Plan including responsibilities of the Waste Diversion Management Coordinator and each Subcontractor.
  - 3. Review C&D Materials Management Report requirements.
  - 4. Review and finalize procedures for materials separation into recycle container(s) and disposal container.
  - 5. Review and discuss material reuse strategy and proper material storage.
  - 6. Review container labeling. Verify availability of containers needed to avoid delays.
  - 7. Review Plan to maintain proper container signage through the completion of Project.
  - 8. Review procedures for periodic container collection and transportation to diversion and disposal facilities.
- C. Weekly Review: Discuss C&D materials management at least weekly during standard safety/coordination meetings. Possible Topics may include the following:
  - 1. Discuss highlights and shortcomings of the previous week's diversion program
  - 2. Overall Project diversion rate in comparison to requirements
  - 3. Material salvage/reuse strategy implementation updates
  - 4. Upcoming C&D issues on-Site: Moving/Locations of containers. Source-separated bins on-Site for specific scopes/Contractors
- D. Orientations: All employees and Subcontractors who are working at the Site shall be educated on the requirement of C&D at their Orientation.

#### 1.06 C&D MATERIALS MANAGEMENT PLAN (PLAN)

- A. List each type of material expected to be generated during construction and demolition (C&D) and whether it will be salvaged, reused, recycled, or disposed of in landfill using the King County template in Appendix A. Include total estimated quantity of each type of material, quantity for each means of recovery, and handling and transportation procedures. Indicate quantities by weight but use same units of measure throughout the Plan. Projects shall use the County's Product Volume to Weight Conversion Rates:  
<https://www.kingcounty.gov/~media/depts/dnrp/solid-waste/business/documents/Conversions.ashx>

B. Salvaged Materials:

1. Reuse On-Site: For materials that will be salvaged and reused in this Project, describe methods for preparing and storing salvaged materials before incorporation into the Plan.
2. Reuse Off-Site: For materials that will be salvaged and reused off-Site, describe methods for preparing and storing salvaged materials. Include a brief description of how the materials will be marketed and distributed.

C. Recycled Materials: Include list of local receivers and processors likely to be used and type of recycled materials that will be sent to each. Include names and addresses.

D. Disposed Materials: Indicate how and where C&D Waste will be disposed of. Include name and address of each transfer station that is intended to be used. Also include the name(s) of the landfill(s) in which the waste will be disposed.

E. Handling and Transportation Procedures: Include method that will be used for separating recyclable materials from waste including sizes of containers, container labeling, and designated locations where materials separation will be performed.

#### 1.07 DECONSTRUCTION AND SALVAGE ASSESSMENT

A. The Deconstruction and Salvage Assessment must be submitted as part of the Plan for projects involving whole building removal or interior renovation. Contractor shall review the Deconstruction and Salvage Assessment included as Appendix B.

#### 1.08 C&D MATERIALS MANAGEMENT REPORT (REPORT)

A. Cumulative progress (monthly) and final Report shall include the following for each material recycled, reused, or salvaged from the Project using the King County template in Appendix C:

1. The total amount of the material, in tons or cubic yards.
2. The receiving party name, address, and phone number.
3. Net total costs or savings to the Project in present value.
4. Manifests, weight tickets, receipts, and invoices (as support documentation).
  - a. Recycling Receipts: Copy of receipts issued by designated material recovery facilities for mixed materials. Include weight tickets from the recycling hauler or material recovery facility and verification of the recycling rate for mixed loads at facility.
  - b. Disposal Receipts: Copy of receipts issued by a disposal facility for C&D waste that is disposed in a landfill.
  - c. Salvaged Materials Documentation: Types and quantities, by weight, for materials salvaged for reuse on-Site, sold or donated to a third-party.
  - d. Mixed Recyclable Materials Documentation: include the appropriate quarterly C&D diversion/recycling rate of the receiving facility. These rates are available online at: <http://www.seattle.gov/utilities/construction-resources/collection-and-disposal/construction-and-demolition/qualified-facilities>. Note that mixed materials should only be recyclable materials. All non-recyclable C&D materials must be placed in a separate C&D waste container, destined for a landfill.

- B. Submit the final Report and documentation as required.

#### 1.09 SUBMITTALS

- A. Complete and submit prior to preconstruction conference:
  - 1. C&D Materials Management Plan: projects pursuing third-party certification should use the King County template in Appendix A, but other plan formats that fulfill third-party certifications are allowed.
  - 2. Deconstruction and Salvage Assessment: use the County template in Appendix B.
- B. Complete and submit prior to progress (monthly) and final payment requests:
  - 1. C&D Materials Management Report: use the County template in Appendix C.

#### 1.10 PAYMENT

- A. C&D document payment requirements:
  - 1. One percent (1%) of the awarded Contract Price (not to exceed \$100,000) shall be assigned for preparation and Submittal of the C&D documents (as described above in Submittals):
    - a. A maximum of one quarter of one percent (0.25%) for Submittal of the C&D Materials Management Plan and Deconstruction and Salvage Assessment.
    - b. A total of one half of one percent (0.50%) shall be progressed on a monthly basis for the Submittal of the monthly Report distributed evenly for the duration of the Contract.
    - c. The remaining one quarter of one percent (0.25%) shall be retained and progressed only after the final Report is submitted to the Project Representative and determined to be accurate and complete.

#### 1.11 REVENUES

- A. Revenues or other savings obtained from recycled, reused, or salvaged materials shall accrue to Contractor unless otherwise noted in the Contract Documents.

#### 1.12 RESOURCES

- A. King County Solid Waste Division:
  - 1. Construction and demolition site provides general information on the County's C&D recycling program, program contact and online resources: <https://kingcounty.gov/depts/dnrp/solid-waste/programs/green-building/construction-demolition.aspx>.
  - 2. "What Do I Do With...?" online database: <https://info.kingcounty.gov/services/recycling-garbage/solid-waste/what-do-i-do-with/>.
  - 3. List of designated C&D facilities: <https://kingcounty.gov/en/dept/dnrp/waste-services/garbage-recycling-compost/services/construction-demolition/facilities>.
  - 4. For questions and/or clarifications contact:
    - a. King County Solid Waste Division, at 206-477-4466 or [swd@kingcounty.gov](mailto:swd@kingcounty.gov).
    - b. Kinley Deller, King County C&D Program Manager, at 206-477-5272.

## **PART 2 PRODUCTS (NOT USED)**

## **PART 3 EXECUTION**

### **3.01 PLAN IMPLEMENTATION**

- A. Provide handling instructions, containers, storage, signage, transportation, and other items as required to implement Construction and Demolition (C&D) Materials Management Plan (Plan) during the entire duration of the Contract.
- B. Instruct workers, Subcontractors, and Suppliers on proper waste management procedures, as appropriate for the Work.
- C. Ensure containers for C&D materials are clearly labeled with a list of acceptable and unacceptable materials:
  - 1. The list of acceptable materials must be the same as the materials recycled at the recycling processor or Designated Facility.
  - 2. Container labels, including list of acceptable and unacceptable materials shall be in language(s) and/or pictures understood by all the Contractor's and Subcontractors' workers.
  - 3. Protect and manage containers and their contents in accordance with the requirements of the recycling processor or Designated Facility. All non-recyclable C&D materials must be placed in a separate non-recyclable C&D waste container destined for a designated C&D waste transfer station.
- D. Designate a Waste Diversion Management Coordinator to be responsible for implementing, monitoring, and reporting status of the C&D Materials Management Plan and Report(s). The designated Coordinator shall be someone who is present at Project Site full time for duration of Project.
- E. Include a C&D materials reduction provision in material purchasing agreements for construction materials requesting that, to the greatest extent possible, materials and equipment be delivered in packaging made of recyclable material, the amount of packaging be reduced, and packaging taken back for reuse or recycling. Require that Subcontractors have the same waste reduction provisions in material purchasing agreements.
- F. Train employees, Subcontractors, and Suppliers on proper C&D material management procedures. Distribute Plan to all on-Site employees, Subcontractors, and Suppliers before starting to implement. Review Plan procedures and locations established for salvage, recycling, reuse, and disposal with new employees.
- G. Site Access and Temporary Controls: Conduct C&D materials management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities. Designate and label specific areas on Project Site necessary for separating materials that are to be salvaged, recycled, and reused.
- H. Conduct regular visual inspections of containers and remove any unacceptable materials to ensure that labels/signage remain intact, and remove any non-recyclable C&D materials, Dangerous Waste, or Universal Waste from recyclables container(s).



### 3.02 SALVAGING OF NON-HAZARDOUS C&D MATERIALS

- A. Handling requirements for salvaged items for reuse:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until installation or removal from Project Site.
  - 4. Protect items from damage during transport and storage.
  - 5. For reuse at Project Site: Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
  - 6. For reuse at different King County Project Site: Transport items to a storage area designated by Project Representative.
- B. Sale of salvaged items is not permitted on-Site.

### 3.03 RECYCLING OF NON-HAZARDOUS C&D MATERIALS

- A. Recycle paper and recyclable beverage/food containers used by on-Site workers. Compost food waste where composting service is available.
- B. Preparation of Materials: Prepare and maintain recyclable materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- C. General Procedures: Separate recyclable materials from non-recyclable materials, trash, and debris.
  - 1. Provide appropriately marked containers or bins for controlling construction and demolition (C&D) materials until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Store materials off the ground and protect from the weather in designated area(s) away from demolition area. Do not store within drip line of remaining trees. Cover to prevent windblown dust.
  - 3. Remove recyclable materials from property and transport to recycling receiver or processor as often as required to prevent overfilling bins.
  - 4. Submit recycling and process facility records: Provide receipts to document acceptance of waste by landfills licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

### 3.04 RECYCLING PROCEDURES FOR SPECIFIC C&D MATERIALS

- A. Acoustical ceiling panels and tile: Stack large clean pieces on wood pallets and store in a dry location.
- B. Asphalt paving:
  - 1. Asphalt paving removed as a result of selective demolition shall be recycled by transporting to established asphalt recycling facilities.

- C. Carpet and pad: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips. Store clean, dry carpet and pad in a closed container or trailer provided by carpet reclamation agency or carpet recycler.
- D. Carpet tile: Remove debris, trash, and adhesive. Stack tile on pallet and store clean, dry carpet in a closed container or trailer provided by carpet reclamation agency or carpet recycler.
- E. Concrete:
  - 1. Concrete removed as a result of selective demolition shall be recycled by transporting to established concrete recycling facilities.
  - 2. Pulverize concrete to maximum size suitable for recycling or reuse application(s), as identified for on-Site use or by a destination facility.
  - 3. Confirm separation requirements of the concrete receiving facility for metal reinforcements.
  - 4. Contractor shall maintain records, including weight tickets, of all recycled concrete loads. Provide Submittal to King County compiling tons of concrete recycled upon Project completion. Include in the Construction and Demolition (C&D) Materials Management Report (Report).
- F. Conduit: Reduce conduit to straight lengths and store by type and size.
- G. Green waste: Green waste, such as trees, plants, and brush, removed as a result of selective demolition shall be distributed on-Site as approved by County or recycled by delivery to approved compost facilities. Contractor shall maintain records, including volume or weight tickets, of all recycled green waste loads and submit to King County a compilation of tons of green waste recycled upon Project completion. Include in Report.
- H. Gypsum board (drywall): Stack clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners. Recycle source-separated from other materials.
- I. Lamps: Separate lamps by type and store according to requirements in [40 CFR 273](#).
- J. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals. Pulverize masonry to maximum size suitable for recycling or reuse application(s) other than undamaged, whole masonry units. Clean and stack undamaged, whole masonry units on wood pallets.
- K. Metal suspension system: Separate metal members, including trim and other metals from acoustical panels and tile, and sort with other metals.
- L. Packaging:

1. Cardboard and boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  2. Polystyrene packaging: Separate and bag materials.
  3. Pallets: As much as possible, collect pallets for reuse, and require deliveries using pallets to remove pallets from Project Site. For pallets that remain on-Site, recycle with clean wood.
  4. Pallet wrap: Plastic film material shall be kept dry and consolidated into bags.
  5. Crates: Break down crates and recycle with clean wood.
- M. Paint: Seal containers and store by type.
- N. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- O. Scrap metal: Separate metals by type. Scrap metal, such as fencing and old reinforcement bar, removed as a result of selective demolition, shall be recycled at established metal recycling facilities. Contractor shall maintain records, including weight tickets, of all recycled metal loads and provide to King County a compilation of tons of scrap metal recycled upon Project completion.
1. Structural Steel: Stack members according to size, type of member, and length.
  2. Ensure the removal and appropriate management of disconnected wires with lead stabilizers, consistent with the National Electric Code ([NFPA 70](#)) requirements.
- P. Wood: Separate lumber, engineered wood products, panel products, and treated wood materials.
1. Clean sawdust: Bag sawdust that does not contain painted or treated wood.
  2. Reusable: Sort and stack materials according to size, type, and length as required for reuse.
  3. Non-reusable: Clean wood shall be recycled. Painted and treated wood should be disposed of as waste.

### 3.05 DISPOSAL OF NON-HAZARDOUS C&D WASTE

- A. Except for items or materials to be salvaged, recycled, or otherwise reused, remove C&D waste from Project Site and legally dispose of via a designated facility, transfer station or landfill acceptable to authorities having jurisdiction. Except as otherwise specified, do not allow C&D waste that are to be disposed of to accumulate on-Site. Remove and transport C&D waste in a manner that will prevent spillage on adjacent surfaces and areas. Do not burn or incinerate C&D waste.
- B. Containers for C&D waste to be disposed in landfill shall be clearly labeled as: "C&D Waste for Landfill".
- C. Some C&D materials, such as filter fabric, plastic perforated pipe, pipe insulation, and roofing felt/protection board, are not readily recyclable, salvageable, or reusable. Such C&D waste is to be legally disposed of in a designated landfill. Contractor is responsible for loading and transportation of solid waste. Weight tickets of solid waste loads are to be maintained, and written documentation provided to King County as scheduled or upon Project completion, in accordance with the requirements of this Section.

- D. Landfill Disposal Records: Indicate receipt and acceptance of waste by landfills licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

## **END OF SECTION**

## **APPENDICES**

### **C&D Documents:**

- A. Construction and Demolition (C&D) Materials Management [Diversion] Plan (01 74 19-Appendix-A)
- B. Deconstruction and Salvage Assessment (01 74 19-Appendix-B)
- C. Construction and Demolition (C&D) Materials Management [Diversion] Report (01 74 19-Appendix-C)

### **Additional Resources:**

- D. Cost/Revenue Analysis of the Construction and Demolition (C&D) Materials Management Plan (01 74 19-Appendix-D)

## Instructions

Fill out the following Construction & Demolition Diversion Plan for all C&D projects at 30% design.

Next to each potential waste material produced, select the appropriate check box to identify if the material will likely be diverted for "reuse on site", "salvage off site", "recycle source separated", "recycle comingled", or "disposal". Select more than one if appropriate.

Use the "Hauler" column to identify who will likely haul material to the receiving facility and the "Receiving Facility" column to select the location where materials will be hauled.

### Construction & Demolition Diversion Plan

Department:

Project Name:

Project Number:

Location:

Project Manager:

Material Type	N/A	Reuse on site	Salvage off site	Recycle Source Separated	Recycle Comingled	Disposal	Hauler	Receiving Facility	Comments
Asphalt Paving *									
Asphalt Shingles									
Brick *									
Carpet/padding									
Concrete *									
Cardboard *									
Glass									
Gypsum/Drywall **									
Land Clearing †									
Metals *									
Plastics									
Plastic Film Wrap									
Rock/Gravel †									
Soil/Sand †									
Wood									
Hazardous Waste †									
Comingled Recycling									
Garbage									
Other									
Other									

\* May not be taken for disposal within the City of Seattle

\*\* Clean gypsum may not be taken for disposal within the City of Seattle

† Must be tracked and reported, but do not count toward C&D diversion rate

# Deconstruction & Salvage Assessment

Project/Permit Number \_\_\_\_\_ ☐ Whole Building Removal (demolition) ☐ Alterations  
☐ Nonresidential Project ☐ Residential Project

Project Address \_\_\_\_\_

Owner/Agent Name \_\_\_\_\_ Phone \_\_\_\_\_

Certified salvage verifier (If required) \_\_\_\_\_  
Contact Name Company Phone

A **deconstruction & salvage assessment** is required when you submit your application for all projects that include demolition, such as whole building removal and alterations, where the area of work is either greater than 750 square feet OR the construction value is greater than \$75,000. Use the deconstruction & salvage assessment matrix below to identify all building materials impacted by demolition that could be salvaged and reused ON or OFF-SITE instead of being sent to a landfill or recycled.

☐ By checking this box, you have determined your project does not meet either the 750 s.f. or \$75,000 threshold and do not need to complete this form.

Who fills out this form:

The Owner or Owner's Agent when...	The project scope involves additions or alterations
	Material removed from a project is going to be reused on-site or at a specific alternate project site ○ Project #/Address _____
A certified salvage verifier when...	The project includes whole building removal (Deconstruction/Demolition)

- A certified salvage verifier is a person listed on the King County approved [salvage verifier list](#). A certified salvage verifier may use this or an alternate form
- ONLY a certified salvage verifier may check off this box if there is nothing of value to salvage ☐

\_\_\_\_\_  
(Signature of certified salvage verifier)

## Deconstruction & Salvage Assessment Matrix

Building Component	Specific Material	Quantity	Notes
Cabinets	Solid Wood (with back panel)		
	Other (with back panel)		
Carpet	Tile		
	Roll		
Doors	Interior		
	Exterior		
	Garage		
Flooring	Solid Floor		

Building Component	Specific Material	Quantity	Notes
<b>Insulation</b>	Batts		
<b>Lighting Fixtures</b>	Lighting Fixtures		
<b>Plumbing</b>	Bathtub/sinks		
	Piping		
	Other fixtures meeting current code		
<b>Roofing</b>	Metal		
	Wood		
	Plywood		
	Asphalt Shingles		
	Composite		
<b>Siding</b>	Metal		
	Wood		
	Plywood		
	Vinyl		
	Composite		
<b>Wall Covering</b>	Drywall		
	Solid Wood Paneling		
	Plywood Paneling		
<b>Wall Sheathing</b>	Plywood		
	Shiplap		
	OSB		
<b>Windows</b>	Insulated aluminum		
	Wood		
	Vinyl		
	Composite		
<b>Wood</b>	Clean dimensional lumber		
	Clean scrap lumber		
	Painted/treated lumber		
<b>Miscellaneous</b>	Trim		
	Fence/gate		
	Countertop		
	Mechanical Equipment		
	Appliance		
	Deck		

Keep a copy of the deconstruction & salvage assessment to help complete the Waste Diversion Report (WDR) for all materials generated on the job site.

☐ I have complied with the regulations of the Puget Sound Clean Air Agency regarding asbestos identification, notification, and abatement.

To the best of my knowledge, I pledge that the information provided is accurate: \_\_\_\_\_  
(Owner/Agent Signature here)

Instructions
<b>Please complete this report for your construction or demolition project prior to Final Inspection Approval from the applicable permitting department.</b>

**Construction & Demolition Diversion Report**

<u>Department:</u>		<u>Division:</u>	
<u>Project Name:</u>		<u>Project Number:</u>	
<u>Location:</u>		<u>Project Manager:</u>	
<u>Asbestos Abatement Performed?:</u> <span style="border: 1px solid #ccc; display: inline-block; width: 150px; height: 20px;"></span>			

**Diversion Records: Recyclable Materials**

1	Material Type	Diversion Method	Tons:	Hauler:	Receiving Facility:
	If Other Material Type:	If Other Diversion Method:		If Other Hauler:	If Other Receiving Facility:

2	Material Type	Diversion Method	Tons:	Hauler:	Receiving Facility:
	If Other Material Type:	If Other Diversion Method:		If Other Hauler:	If Other Receiving Facility:

3	Material Type	Diversion Method	Tons:	Hauler:	Receiving Facility:
	If Other Material Type:	If Other Diversion Method:		If Other Hauler:	If Other Receiving Facility:

4	Material Type	Diversion Method	Tons:	Hauler:	Receiving Facility:
	If Other Material Type:	If Other Diversion Method:		If Other Hauler:	If Other Receiving Facility:

5	Material Type	Diversion Method	Tons:	Hauler:	Receiving Facility:
	If Other Material Type:	If Other Diversion Method:		If Other Hauler:	If Other Receiving Facility:

6	Material Type	Diversion Method	Tons:	Hauler:	Receiving Facility:
	If Other Material Type:	If Other Diversion Method:		If Other Hauler:	If Other Receiving Facility:

**Diversion Records: Garbage**

7	Material Type	Diversion Method	Tons:	Hauler:	Receiving Facility:
	Garbage	Disposal			
				If "Other" specify Hauler:	If "Other" specify Receiving Facility:

**Diversion Records: Site Specific Materials**

8	Material Type	Diversion Method	Tons:	Hauler:	Receiving Facility:
	Land Clearing Debris				
		If Other Diversion Method:		If Other Hauler:	If Other Receiving Facility:

9	Material Type	Diversion Method	Tons:	Hauler:	Receiving Facility:
	Rock and Gravel				
		If Other Diversion Method:		If Other Hauler:	If Other Receiving Facility:



Material Type	Diversion Method	Tons:	Hauler:	Receiving Facility:
Soil or Sand				
	If Other Diversion Method:		If Other Hauler:	If Other Receiving Facility:

### Diversion Rates and Tonnage

Total Tons of Material: (Excluding site-specific materials)	0	Diversion Percentage	N/A
Total Tons of Diverted Material: (Excluding garbage and site-specific materials)	0		

Total Tons of Site-Specific Materials:	0
--	---

## **Recycling Economics Worksheet**

### **Self-hauling**

#### **Cost of Recycling**

<b>Material</b>	<b>Tons or Yards</b>	<b>Tip Fee</b>	<b>Subtotal 1</b>	<b># Loads</b>	<b>Hours Per Load</b>	<b>Labor rate and/or truck costs per hour</b>	<b>Subtotal 2</b>	<b>Total Cost</b>
		\$ -	\$ -			\$ -	\$ -	\$ -
		\$ -	\$ -			\$ -	\$ -	\$ -
		\$ -	\$ -			\$ -	\$ -	\$ -
		\$ -	\$ -			\$ -	\$ -	\$ -
		\$ -	\$ -			\$ -	\$ -	\$ -
		\$ -	\$ -			\$ -	\$ -	\$ -
		\$ -	\$ -			\$ -	\$ -	\$ -
		\$ -	\$ -			\$ -	\$ -	\$ -
		\$ -	\$ -			\$ -	\$ -	\$ -
<b>Totals</b>			\$ -				\$ -	\$ -

#### **Cost of Not Recycling**

<b>Material</b>	<b>Tons or Yards</b>	<b>Tip Fee</b>	<b>Subtotal 1</b>	<b># Loads</b>	<b>Hours Per Load</b>	<b>Labor rate and/or truck costs per hour</b>	<b>Subtotal 2</b>	<b>Total Cost</b>
Garbage		\$ -	\$ -			\$ -	\$ -	\$ -

#### **Savings or Cost of Recycling**

<b>Cost of Not Recycling</b>	<b>Cost of Recycling</b>	<b>Total Savings</b>
\$ -	\$ -	\$ -

## **Recycling Economics Worksheet - Sample**

### **Self-hauling**

#### **Cost of Recycling**

<b>Material</b>	<b>Tons or Yards</b>	<b>Tip Fee</b>	<b>Subtotal 1</b>	<b># Loads</b>	<b>Hours Per Load</b>	<b>Labor rate and/or truck costs per hour</b>	<b>Subtotal 2</b>	<b>Total Cost</b>
Wood	6.5	\$ 45.00	\$ 292.50	13	1	\$ 25.00	\$ 325.00	\$ 617.50
Asphalt Shingles	3.5	\$ 50.00	\$ 175.00	6	1	\$ 25.00	\$ 150.00	\$ 325.00
Metal Oil Tank		\$ -	\$ -			\$ -	\$ -	\$ 105.00
Copper/Aluminum/Steel	0.5	\$ -	\$ -	1		\$ -	\$ -	\$ (10.40)
Drywall	4	\$ 50.00	\$ 200.00	8	1	\$ 25.00	\$ 200.00	\$ 400.00
Concrete	1	\$ 15.00	\$ 15.00	1	1	\$ 25.00	\$ 25.00	\$ 40.00
		\$ -	\$ -			\$ -	\$ -	\$ -
		\$ -	\$ -			\$ -	\$ -	\$ -
		\$ -	\$ -			\$ -	\$ -	\$ -
<b>Totals</b>			\$ 682.50				\$ 700.00	\$ 1,477.10

#### **Cost of Not Recycling**

<b>Material</b>	<b>Tons or Yards</b>	<b>Tip Fee</b>	<b>Subtotal 1</b>	<b># Loads</b>	<b>Hours Per Load</b>	<b>Labor rate and/or truck costs per hour</b>	<b>Subtotal 2</b>	<b>Total Cost</b>
Garbage	15.5	\$ 71.00	\$ 1,100.50	29	1.00	\$ 25.00	\$ 725.00	\$ 1,825.50

#### **Savings or Cost of Recycling**

<b>Cost of Not Recycling</b>	<b>Cost of Recycling</b>	<b>Total Savings</b>
\$ 1,825.50	\$ 1,477.10	\$ 348.40

## Recycling Economics Worksheet

### Commercial Hauler

#### Cost of Recycling

Material	Tons or Yards	Tip Fee	Subtotal 1	# Loads	Hauling Fee	Subtotal 2	# of months	Container Rental	Subtotal 3	Total Cost
			\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -			\$ -	\$ -
			\$ -		\$ -	\$ -			\$ -	\$ -
			\$ -		\$ -	\$ -			\$ -	\$ -
			\$ -		\$ -	\$ -			\$ -	\$ -
			\$ -		\$ -	\$ -			\$ -	\$ -
<b>Totals</b>			\$ -		\$ -	\$ -			\$ -	\$ -

#### Cost of Not Recycling

Material	Tons or Yards	Tip Fee	Subtotal 1	# Loads	Hauling Fee	Subtotal 2	# of months	Container Rental	Subtotal 3	Total Cost
Garbage		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -

#### Savings or Cost of Recycling

Cost of Not Recycling	Cost of Recycling	Total Savings
\$ -	\$ -	\$ -

## **Recycling Economics Worksheet - Sample**

### **Commercial Hauler**

#### **Cost of Recycling**

<b>Material</b>	<b>Tons or Yards</b>	<b>Tip Fee</b>	<b>Subtotal 1</b>	<b># Loads</b>	<b>Hauling Fee</b>	<b>Subtotal 2</b>	<b># of months</b>	<b>Container Rental</b>	<b>Subtotal 3</b>	<b>Total Cost</b>
Asphalt (recycled onsite)	600	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	\$ -
Wood	24	\$ 25.00	\$ 600.00	12	\$ 37.50	\$ 450.00	3	\$ 30.00	\$ 90.00	\$ 1,140.00
Cardboard	3	\$ (39.00)	\$ (117.00)	1	\$ 37.50	\$ 37.50	4	\$ 30.00	\$ 120.00	\$ 40.50
Drywall	14	\$ 45.00	\$ 630.00	2	\$ 50.00	\$ 100.00	2	\$ 30.00	\$ 60.00	\$ 790.00
			\$ -			\$ -			\$ -	\$ -
			\$ -			\$ -			\$ -	\$ -
			\$ -			\$ -			\$ -	\$ -
			\$ -			\$ -			\$ -	\$ -
			\$ -			\$ -			\$ -	\$ -
<b>Totals</b>			\$ 1,113.00			\$ 587.50			\$ 270.00	\$ 1,970.50

#### **Cost of Not Recycling**

<b>Material</b>	<b>Tons or Yards</b>	<b>Tip Fee</b>	<b>Subtotal 1</b>	<b># Loads</b>	<b>Hauling Fee</b>	<b>Subtotal 2</b>	<b># of months</b>	<b>Container Rental</b>	<b>Subtotal 3</b>	<b>Total Cost</b>
Garbage	641	\$ 70.63	\$ 45,273.83	6	\$ 54.12	\$ 324.72	\$ 6	\$ 30.00	\$ 180.00	\$ 45,778.55

#### **Savings or Cost of Recycling**

<b>Cost of Not Recycling</b>	<b>Cost of Recycling</b>	<b>Total Savings</b>
\$ 45,778.55	\$ 1,970.50	\$ <b>43,808.05</b>

## **SECTION 01 78 00**

### **CLOSEOUT PROCEDURES**

#### **PART 1 GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Terms and Conditions and other Division 01 Specifications Sections, apply to this Section.

##### **1.02 SUMMARY**

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Punch List Inspection procedures.
  - 2. Project Record Documents.
  - 3. Operation and maintenance manuals.
  - 4. Warranties.
  - 5. Instruction of Owner's personnel.
  - 6. Final cleaning.
  - 7. Contract Closeout Documents.

##### **1.03 SUBSTANTIAL COMPLETION**

- A. Contractor shall notify the Project Representative that the Work is Substantially Complete as required by General Terms and Conditions, Section 00 72 00, Article 7.5.
- B. The Project Representative shall follow the procedures stated in the General Terms and Conditions for determining Substantial Completion and the issuance of a punch list.

##### **1.04 FINAL ACCEPTANCE AND PAYMENT**

- A. In addition to the requirements for Final Acceptance and Payment specified in the General Terms and Conditions, the Contractor shall submit to the Project Representative the following:
  - 1. Keys and Key Schedule.
  - 2. Certificate of Compliance.
  - 3. Final Affidavit of Amounts Paid.
  - 4. Final Waste Management Report and all tip receipts.

##### **1.05 PUNCH LIST PROCEDURES**

- A. Project Representative shall prepare the punch list (list of incomplete items) when notified by the Contractor that the Work is substantially complete.
  - 1. Punch list will be organized in sequential order, starting with the site (civil/landscape), exterior of buildings, and proceeding from lowest floor to highest floor.
  - 2. Items applying to each area will be organized by major elements.

- B. Contractor shall correct all punch list items and re-issue to Project Representative's punch list forms with their initials and date complete, along with a written statement that the entire project is complete and ready for the final inspection ten (10) days before the date established in the Certificate of Substantial Completion for the completion of the punch list.
  - 1. If the Contractor takes exception to any of the punch list items, a written statement must be returned with the punch list defining specific items and why they have not been corrected.
- C. Project Representative will perform the final inspection to verify that all punch list items are complete.
- D. Any punch list items that remain uncompleted after this final inspection shall be completed by the Contractor by the date established in the Certificate of Substantial Completion.
  - 1. Should corrections not be made and should additional inspections of the Work be required due to failure of the Contractor to remedy defects listed, the Contractor shall be assessed Liquidated Damages.

#### 1.06 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Project Representative's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
  - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked up Record Prints.
  - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 4. Note Change Proposals, Change Order numbers, alternate numbers, and similar identification where applicable.
  - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Note related Change Orders, Record Drawings, and Product Data, where applicable.
- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project Site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.
- E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

#### 1.07 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
1. Operation Data:
    - a. Emergency instructions and procedures.
    - b. System, subsystem, and equipment descriptions, including operating standards.
    - c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
    - d. Description of controls and sequence of operations.
    - e. Piping diagrams.
  2. Maintenance Data:
    - a. Manufacturer's information, including list of spare parts.
    - b. Name, address, and telephone number of Installer or supplier.
    - c. Maintenance procedures.
    - d. Maintenance and service schedules for preventive and routine maintenance.
    - e. Maintenance record forms.
    - f. Sources of spare parts and maintenance materials.



- g. Copies of maintenance service agreements.
  - h. Copies of warranties and bonds.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

## 1.08 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Project Representative for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within fifteen (15) days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Contract Documents.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 by-11inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## **PART 3        EXECUTION**

### **3.01 SITE RESTORATION**

- A. Restore to Project Representative's satisfaction all areas disturbed by the construction process. All ingress or egress points that are disturbed will have to be re-graded, resodded, etc., to restore them to original conditions.
- B. Protect all existing trees and fencing on site from potential Contractor damage above and below grade. If unavoidable damage occurs, notify s Project Representative immediately and a decision will be rendered as to how the Contractor is to replace or repair the damage at the Contractor's expense.

### **3.02 FINAL CLEANING**

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations and as directed by the Project Representative.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project Site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances. Remove temporary structures of any kind from the site.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project Site.
    - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - g. Remove labels that are not permanent.
    - h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

- i. Do not paint over “UL” and similar labels, including mechanical and electrical nameplates.
- j. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- k. Replace parts subject to unusual operating conditions.
- l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grilles.
- n. Clean ducts, blowers, and coils if units were operated without filters during construction.
- o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- p. Leave Project clean and ready for occupancy.

### 3.03 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 the General Terms and Conditions and other Specification Sections.

CLOSEOUT PROCEDURES CHECKLIST			
Responsibility	#	Procedure	Date
Contractor	1.	Notify the Project Representative that the Work is Substantially Complete.	
Project Representative	2.	Inspect the Work, prepare Punch List and issue Certificate of Substantial Completion.	
Contractor	3.	Notify the Project Representative that Punch List items have been completed.	
Project Representative	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. Operation and Maintenance Manuals/Video.	
		c. Warranties.	
		d. Permit approvals and Certificate of Occupancy.	
		e. Stamped permit set of documents.	
		f. Red-lined as-built drawings	
		g. Final Affidavit of Amounts Paid to Subcontractors.	
		h. Certificate of Compliance.	
		i. Keys and Key Schedule.	
		j. Reports for compliance with KCC 12.16.	
		k. Waste Management Report	
		l. LEED Requirements Report	
Project Representative	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.	
Owner	8.	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 (Employment Security).	
Owner	9.	Initiate Lien Search 45 days after date of Final Acceptance.	
		a. Receive Lien Search results from Records.	
Owner	10.	Process release of retainage when all state releases are received and liens are cleared.	

**Contact Agencies:**

**Affidavit of Wages Paid:**

Washington State Department of Labor and Industries

ESAC/Prevailing Wage

Post Office Box 44400

Olympia, WA 98504-4400 (360) 902-5335

<http://www.lni.wa.gov/>

**END OF SECTION**

**SECTION 01 99 90**  
**STANDARD FORMS**

**PART 1 GENERAL**

1.01 SUMMARY

A. The form listed below is referenced in Section 01 30 00:

<u>Form No.</u>	<u>Title</u>
01 30 00-A	Submittal/Transmittal Form

1.02 SCOPE

- A. The Contractor shall be responsible for the documentation forms for tests and evaluations required of the Contract that do not have specific forms identified.
- B. Contractor-generated forms shall follow the format established on Form 01 99 90-A contained herein.

**PART 2 PRODUCTS**

Not used.

**PART 3 EXECUTION**

Not used.

**END OF SECTION**

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

Contract No: \_\_\_\_\_ Date: \_\_\_\_\_

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

**NOTE TO CONTRACTOR:**

**USE THE FOLLOWING SIGNATURE FORMATS AS APPROPRIATE  
OR AS REQUIRED BY THE SPECIFICATION OR THE PROJECT REPRESENTATIVE.**

**SIGNATURE FORMAT A:**

\_\_\_\_\_  
Signature of Manufacturer's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Project Representative

\_\_\_\_\_  
Date

**SIGNATURE FORMAT B:**

CERTIFIED \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

WITNESSED \_\_\_\_\_

\_\_\_\_\_  
Signature of Project Representative

\_\_\_\_\_  
Date

Attachment 1  
Information Technology Governance Specification

Information Technology Governance Standards

Title <b>PHYSICAL INFRASTRUCTURE SPECIFICATION</b>		Document Code No. <b>Revision 5.4</b> <b>8-1-2025s</b>
Chief Information Officer Approval	Date	Effective Date. <b>8-1-2025</b>

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# Information Technology Governance Specification

## 1. PURPOSE:

- 1.1. This specification establishes the approved requirements for the installation and maintenance of Network infrastructure in King County Facilities for the King County Wide Area Network (KC WAN). The county will benefit from a structured and well documented Network infrastructure. King County's Network infrastructure must support a wide variety of needs at a broad range of physical locations within the county.

## 2. APPLICABILITY:

- 2.1. This specification is applicable to all King County Workforce Members, including those personnel responsible for the design, specifications, construction, procurement, or installation of Network infrastructure in new and major renovations or remodeling of existing King County Facilities. It is intended to be used early and throughout the design, planning, and construction phases of the remodeling of existing buildings, the construction of new King County Facilities, or as the county looks at leasing new spaces. This specification shall be applicable, but not limited, to the installation and modification of King County facilities.

## 3. REFERENCES:

- 3.1. This section presents a general compilation of references. In executing any work, the Contractor shall be responsible for adhering to the current edition of all industry standards whether they are listed here or not.

### 3.2. Abbreviation References

- 3.2.1. ANSI American National Standards Institute
- 3.2.2. ASTM American Society for Testing and Materials
- 3.2.3. EIA: Electronics Industries Association.
- 3.2.4. IBC International Building Code
- 3.2.5. IEC International Electrotechnical Commission
- 3.2.6. IEEE Institute of Electrical & Electronics Engineers
- 3.2.7. ISO International Organization for Standardization
- 3.2.8. KCIT King County Department of Information Technology
- 3.2.9. NEC National Electrical Code® (NEC®)
- 3.2.10. NEMA National Electrical Manufacturers Association
- 3.2.11. NESC IEEE, National Electrical Safety Code
- 3.2.12. NFPA 70 National Fire Protection Association
- 3.2.13. TIA Telecommunications Industry Association
- 3.2.14. WAC 296 WA Administrative Code, Dept. of Labor & Industries
- 3.2.15. WEC WA State Energy Code, WAC 51-11

- 3.3. Design, manufacture, test, and install telecommunications cabling networks per manufacturer's requirements and in accordance with *NFPA-70 (2005* edition of the

## Information Technology Governance Specification

*National Electrical Code®*), *IEEE C2 2007(NESC 2007)*, state codes, local codes, requirements of authorities having jurisdiction, and particularly the following standards,

### 3.3.1. ANSI/TIA Standards

- 3.3.1.1. *ANSI/TIA-568-C.0-2 - Generic Telecommunications Cabling for Customer Premises - Addendum 2, General Updates*
- 3.3.1.2. *ANSI/TIA/EIA-568-C.1 - Commercial Building Telecommunications Cabling Standard*
- 3.3.1.3. *ANSI/TIA/EIA-568-C.2 Balanced Twisted-Pair Telecommunication Cabling and Components Standard*
- 3.3.1.4. *ANSI/TIA/EIA-568-C.3 Optical Fiber Cabling Components Standard*
- 3.3.1.5. *ANSI/TIA/EIA-568-B.3 -- Optical Fiber Cabling Components Standard*
- 3.3.1.6. *ANSI/TIA/EIA-526-7 (OFSTP-7) Measurement of Optical Power Loss of installed Single-mode Fiber Cable Plant*
- 3.3.1.7. *ANSI/TIA/EIA-526-14 (OFSTP-14) Measurement of Optical Power Loss of installed Multimode Fiber Cable Plant*
- 3.3.1.8. *ANSI/TIA/EIA-569-D -- Telecommunications Pathways and Spaces*
- 3.3.1.9. *ANSI/TIA/EIA-606-B -- The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings*
- 3.3.1.10. *ANSI-J-STD-607-C -- Commercial Building Grounding and Bonding Requirements for Telecommunications*
- 3.3.1.11. *TIA-942-A – Telecommunications Infrastructure Standard for Data Centers*

### 3.3.2. IEEE 802 Standards

- 3.3.2.1. *IEEE 802.3af Power over Ethernet (PoE - 15 Watt) Standard.*  
Incorporated into the IEEE 802.3-2012 publication. Supports a maximum speed of 1-Gbps. (see Table 1)
- 3.3.2.2. *IEEE 802.3at Power over Ethernet+ (Plus – 30 Watt) Standard.*  
Incorporated into the IEEE 802.3-2012 publication. Supports a maximum speed of 1-Gbps. (see Table 1)
- 3.3.2.3. *IEEE 802.3an Physical Layer and Management Parameters for 10 Gbps Operation Type 10GBASE-T*
- 3.3.2.4. *IEEE 802.3ba Media Access Control Parameters, Physical Layers and Management Parameters for 40 Gbps and 100 Gbps Operation.*
- 3.3.2.5. *IEEE 802.3bt Power over Ethernet++ (60 Watt) and 4PPoE (90 Watt) Standard. Incorporated into the IEEE 802.3bt 2018 publication and is fully backward compatible with the older IEEE 802.3af PoE and IEEE 802.3at PoE+ standards. Supports 2.5GBASE-T, 5GBASE-T, and 10GBASE-T. (see Table 1)*
- 3.3.2.6. *IEEE STD-1100 (IEEE Emerald Book) IEEE Recommended Practice for powering and Grounding Electrical Equipment*
- 3.3.2.7. *IEEE 802.11 Wireless Standard*

### 3.3.3. KCIT Standards

## Information Technology Governance Specification

### 3.3.3.1. *Information Technology Policy and Standards Exception Request Process*

### 3.3.3.2. *KCIT Network Equipment Standard.*

### 3.3.3.3. *KCIT UPS Standard*

### 3.3.3.4. *KCIT Physical Infrastructure Standard*

### 3.3.3.5. *KCIT Machine- to-Machine Standard*

### 3.3.4. Other Standards

### 3.3.4.1. *National Fire Protection Agency (NFPA) – 70, National Electrical Code.*

### 3.3.4.2. *National Electrical Manufacturers Association (NEMA).*

### 3.3.4.3. *ISO/IEC 11801 Generic Cabling for Customer Premises*

### 3.3.4.4. *Underwriters Laboratories (UL).*

## 4. DEFINITIONS:

4.1. **AMP:** Ampere is a measurement of electrical current in a circuit. Contrast with "volts," which is a measure of force, or pressure, behind the current. Multiplying amps times volts derives "watts," the total measurement of power. One amp is 6,280,000,000,000,000,000 (6.28 x 10<sup>18</sup>) electrons passing by the point of measurement in one second.

4.2. **AHJ:** Authority Having Jurisdiction

4.3. **ANSI:** American National Standards Institute

4.4. **BD:** Building Distributor (See *MDF*)

4.5. **BEF:** Building Entrance Facility is where external communications cables are presented to the building for use within the facility. The *BEF* may be housed within the *MDF/MC*. Also known as *Entrance Facility (EF)*

4.6. **BICSI:** Building Industry Consulting Service International.

4.7. **Cable Runway:** A vertical or horizontal open support structure that is attached to a ceiling or wall, also known as cable rack or telco rack. This cable runway is commonly referred to as "Ladder Tray", "Basket Tray", "Open or Closed Tray", "Ventilated Tray" and other.

4.8. **Category 3 Cable:** Solid copper, 24 AWG, 100 Ω balanced twisted-pair (UTP) cables with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in *ANSI/TIA/EIA-568-C.2* up to 16 MHz.

4.9. **Category 5e Cable:** Solid copper, 24 AWG, 100 Ω balanced twisted-pair (UTP) cables with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in *ANSI/TIA/EIA-568-C.2* up to 100

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MHz.

- 4.10. **Category 6 Cable:** Solid copper, 22 AWG to 24 AWG, 100  $\Omega$  balanced twisted-pair (UTP) with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in *ANSI/TIA/EIA-568-C.2* up to 250 MHz.
- 4.11. **Category 6a (6A) Cable:** Solid copper, 22 AWG to 23 AWG, 100  $\Omega$  balanced twisted-pair (UTP) cables with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in *ANSI/TIA/EIA-568-C.2* up to 500 MHz.
- 4.12. **CD:** Campus Distributor - A facility (room, cabinet or rack) that is responsible for distributing network services to multiple buildings within a campus environment.
- 4.13. **County Enterprise Network:** The network commonly used to conduct county business that provides transport of data within and between county facilities and other agencies of county government. This definition also refers to the network used to transport data between the county, other government agencies and the Internet. It does not refer to networks built for the sole purpose of meeting special operations needs of county business units which include, but are not limited to, process control and supervisory control networks. Nor does it refer to the King County Institutional Network (I-Net) which is required to meet contractual obligations with I-Net customers and the local cable utility.
- 4.14. **Cross-Connect:** A facility enabling the termination of cable elements and their interconnection or cross-connection.
- 4.15. **DAS:** Distributed Antenna System: A network of antenna nodes connected to common source(s) that provides wireless service. Often referred to as a "Neutral Host" which allows multiple entities such as a cellular carrier to connect for propagation of signals over the DAS.
- 4.16. **Data:** Any form of information whether on paper or in electronic form. Data may refer to any electronic file no matter what the format: database data, text, images, audio and video. Everything read and written by the computer can be considered data except for instructions in a program that are executed (software). A common misconception is that software is also data. Software is executed, or run, by the computer. Data are "processed." Thus, software causes the computer to process data.
- 4.17. **Data and Telecommunications Area:** (Hereafter referred to as the "Data/Telecommunications Area", "*MDF/MC*" or "*IDF/IC*") The *MDF/MC* or *IDF/IC* is the termination point for all station wiring for the building and floor. This area should also house any data networking and telecommunication equipment required for the facility.

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- 4.18. **Data Closet:** See *Data and Telecommunications Area* above.
- 4.19. **Data Tail Cable:** A hardwired cable harness from a switch to a remote cross-connect wall field or panel.
- 4.20. **EF:** Entrance Facility is where external communications cables are presented to the building for use within the facility. The *EF* may be housed within the *MDF/MC*. Also known as *Building Entrance Facility (BEF)*
- 4.21. **EMF:** Electromagnetic Field.
- 4.22. **EMI:** Electromagnetic Interference; Radiated or conducted electromagnetic energy that has an undesirable effect on electronic equipment or signal transmissions.
- 4.23. **ETL:** Electrical Testing Laboratories.
- 4.24. **FCC:** Federal Communications Commission.
- 4.25. **FD:** Floor Distributor (see *IDF*)
- 4.26. **FDP:** Fiber Distribution Panel. A panel used for containing fiber optic terminations and connectors.
- 4.27. **Grid Redundancy Principle:** A best practice for power design where two separate power sources connect to each powered device. Where the loss of any component or source of power is not a single point of failure. This can be satisfied by supplying normal utility power to one side and the other side is supplied from a UPS system that is backed by an automatic generator to provide power in the event of normal utility power failure. This is accomplished through the use of multiple device power supplies and/or “dual corded” (Automatic Transfer Switch) PDUs.
- 4.28. **Home Run:** A cable that begins at a central distribution point, such as a hub or PBX, and runs to its destination station without connecting to anything else.
- 4.29. **HVAC:** Heating, Ventilation and Air-Conditioning
- 4.30. **IDF/IC:** Intermediate Distribution Frame or Intermediate Cross-connect. A wiring rack located between the *MDF/MC* and the intended end user devices (telephones, routers, PCs, etc.). Cables run from the outside world to the *MDF* and then to the *IDFs*.
- 4.31. **King County Facilities:** Any space King County owns, leases, rents or occupies.

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- 4.32. **Ladder Cable Tray:** A fabricated structure consisting of two longitudinal side rails connected by individual transverse members (rungs).
- 4.33. **LAN:** Local Area Network
- 4.34. **Large Site:** This typically refers to multi-story or campus environments where 100 or more county staff reside in multiple locations.
- 4.35. **LC:** The LC connector is a small form factor fiber optic connector. The LC connector resembles a small SC connector.
- 4.36. **LLDP:** Link Layer Discovery Protocol
- 4.37. **LSPM:** Light Source Power Meter
- 4.38. **MDF/MC:** Main Distribution Frame or Main Cross-connect. A wiring location that connects outside lines with internal lines. It is used to connect public or private lines coming into the building to internal Networks. Cables run from the outside world to the *MDF* and then to the *IDF(s)*. The *MDF/MC* may also house the *BEF*
- 4.39. **Multi Mode Fiber Optic Cable:** 50/125-micrometer, OM4, optical fiber cable. Shall comply with *ANSI/TIA/EIA-568-C.3 -- Optical Fiber Cabling Components Standard* or current.
- 4.40. **Network:** A system that transmits any combination of voice, video, and/or data between users. The network includes the network operating system in the client and server machines, the cables connecting them and all supporting hardware in between; such as bridges, routers and switches. In wireless systems, antennas and towers are also part of the network.
- 4.41. **Network Infrastructure Equipment:** Equipment that enables network connections for a facility, group or individual to other points on the County Enterprise Network. This definition includes *LAN* switches, routers and wireless access points serving each facility and those used to aggregate and distribute data destined to other parts of the network. It also includes appliances used to control network traffic and secure the network from unauthorized access. The appliances include, but are not limited to; network traffic shapers, network firewalls, VPN concentrators and network intrusion sensors.
- 4.42. **Non-infrastructure Server:** Servers that are not part of the Network's basic fundamental structure such as; video, voice and wireless controllers and servers.
- 4.43. **OLTS:** Optical Loss Test Set
- 4.44. **OTDR:** Optical Time Domain Reflectometer

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- 4.45. **Organization:** Every county office, every officer, every institution, whether educational, correctional or other; and every department, division, board, and commission.
- 4.46. **Pathway:** Conduit, cable tray, sleeves, junction-hooks and D-rings.
- 4.47. **PDU:** Power Distribution Unit
- 4.48. **PD:** A PoE definition for Powered Device (See below PoE)
- 4.49. **PSE:** A PoE definition for Power Sourcing Equipment (See below PoE)
- 4.50. **PoE:** Power over Ethernet PoE – Type 1 802.3af – **(15.4 Watt PSE, 13 Watt at PD)** as defined by the *IEEE 802.3af and 802.3at*. Incorporated into the IEEE 802.3-2012 publication. (see Table 1)
- 4.51. **PoE+:** Power over Ethernet Plus – Type 2 802.3at – **(30 Watt PSE, 25.5 Watt at PD)** as defined by the *IEEE 802.3at-2009*. The 2009 standard prohibits a powered device from using all four pairs for power. Incorporated into the IEEE 802.3-2012 publication. (see Table 1)
- 4.52. **PoE++** Power over Ethernet Plus Plus – Type 3 & 4 802.3bt – **or 4PPoE (45 Watt – 90 Watt PSE, 40 Watt - 71.3 Watt at PD):** as defined by the *IEEE 802.3bt* 2018. The standard introduces two additional power types: up to 51 W delivered power (Type 3) and up to 71.3 W delivered power (Type 4). Each pair of twisted pairs needs to handle a current of up to 600 mA (Type 3) or 960 mA (Type 4). Additionally, support for 2.5GBASE-T, 5GBASE-T and 10GBASE-T is included. (see Table 1)
- 4.53. **RCDD:** Registered Communications Distribution Designer. A BICSI designation.
- 4.54. **SC:** (Standard Connector, Subscriber Connector). A fiber-optic cable connector that uses a push-pull latching mechanism. For bi-directional transmission, two fiber cables and two SC connectors (Duplex SC) are used. SC is specified by the TIA as FOCIS-3.
- 4.55. **Single Mode Fiber Optic Cable:** 9/125-micrometer, OS1, optical fiber cable. Shall comply with *ANSI/TIA/EIA-568-C.3 -- Optical Fiber Cabling Components Standard* or current.
- 4.56. **Small Site:** This typically refers to environments in which less than 100 county staff reside in a single location.
- 4.57. **Telecommunications Spaces:** Telecommunications Spaces are the rooms



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and areas where telecommunications cabling systems are terminated and telecommunications equipment is installed. Telecommunications Enclosure (TE), Telecommunications Room (TR), Equipment Room (ER), Building Entrance Facility (BEF).

- 4.58.     **TGB:** Telecommunications Grounding Bus-bar.
- 4.59.     **TIA:** Telecommunications Industries Association.
- 4.60.     **TMGB:** Telecommunications Main Grounding Bus-bar.
- 4.61.     **UPoE (50-60 Watt):** In 2014, Cisco created a non-standard PoE implementation called **Universal Power over Ethernet (UPOE)**. UPOE can use all 4 pairs, after negotiation, to supply up to 60 Watt. (*see Table 1*)
- 4.62.     **UPoE+ (90 Watt):** as defined by the *IEEE 802.3bt-90W UPOE+* standard PoE implementation called **Universal Power over Ethernet Plus (UPOE+)**. UPOE can use all 4 pairs, after negotiation, to supply up to 90 Watt. (*see Table 1*)
- 4.63.     **UPS:** Uninterruptible Power Supply.
- 4.64.     **UTP:** Unshielded Twisted Pair
- 4.65.     **VAC:** Volts Alternating Current
- 4.66.     **VFL:** Visual Fault Locator
- 4.67.     **WAP:** Wireless Access Point; a device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. and that connects wireless LAN (WLAN) clients to the wired LAN.
- 4.68.     **Wi-Fi:** a technology for wireless local area networking with devices based on the *IEEE 802.11* standards. The KCIT Enhanced Wi-Fi initiative is intended to provide wired equivalency via wireless for normal county workforce members.
- 4.69.     **Wireless First Initiative:** King County's intent is to reduce the cost and complexity of the wired data infrastructure. As such, all locations will be moving to a Wi-Fi environment for first hop connectivity. Wired connections are limited to wired phone, printers, and fax machine locations.
- 4.70.     **Workforce Member:** Employees, volunteers, and other persons whose conduct, in the performance of work for King County, is under the direct control of King County, whether or not they are paid by King County. This includes full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to King County.

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- 4.71. **Work Stations:** Any place a person may work. This includes offices, cubicles, reception areas, conference rooms, lunch rooms, day rooms, copier rooms, printer rooms, etc. Also known as *Work Area (WA)*.

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Table 1:

Name	IEEE Standard	PD Min. Power Per Port	PSE Max. Power Per Port	Energized Pairs	Supported Devices
PoE	IEEE 802.3af	12.95W	15.4W	2-pair	Static surveillance cameras, VoIP phones, wireless access points
PoE+	IEEE 802.3at	25W	30W	2-pair	PTZ cameras, video IP phones, alarm systems
PoE++	IEEE 802.3bt	51W	60W	4-pair	Video conferencing equipment, multi-radio wireless access points
4PPoE	IEEE 802.3bt	71W	90W	4-pair	Laptops, flat screens, PTZ Cameras with Heaters

## 5. SPECIFICATIONS

### 5.1. General Requirements

- 5.1.1. Management of all Telecommunications Areas is the responsibility of KCIT Network Services. No equipment shall be installed in Telecommunication Areas without prior approval from KCIT Production Operations Infrastructure Manager or delegate.
- 5.1.2. Access to Telecommunications Areas shall be restricted to KCIT Production Operations Network Group Members or designated KC Staff or Contractors as approved by KCIT Production Operations Infrastructure Manager or delegate.
- 5.1.3. Telecommunication Areas shall be individually secured. King County employee badges will be the means of access. The badge will grant unfettered 24x7x365 from the street to each without requiring additional assistance. Detention, Public Safety and Election facilities may require additional escort to secure areas.
- 5.1.4. Temporary access to Telecommunications Areas may be granted by the KCIT Production Operations Infrastructure Manager or delegate.
- 5.1.5. KCIT Production Operations Network Group reserves the right to remove any unauthorized cables, connections and/or hardware. For non-emergency issues the effected Organization's LAN Administrator and Customer Service Manager

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(CSM) shall be notified of KCIT Production Operations Network Group intentions five (5) business days prior to removal. This time frame will allow the effected Organization sufficient time to acknowledge the removal.

- 5.1.6. The minimum ceiling height of the Telecommunications Spaces shall be 2.4 m (8 ft.) without obstructions. The height between the finished floor and the lowest point of the ceiling should be a minimum of 3 m (10 ft.).
- 5.1.7. Lighting shall be a minimum of 500 lux in the horizontal plane and 200 lux in the vertical plane measured 1 Meter (3 ft.) above the finished floor when occupied by personnel.
- 5.1.8. Equipment not related to the support of the telecommunications space (e.g., piping, ductwork, pneumatic tubing) shall not be installed in, pass through, or enter the Telecommunication Areas.
- 5.1.9. Fire protection shall be provided per code.
- 5.1.10. Telecommunication Areas shall not be located below water level, unless preventative measures are employed to prevent water infiltration. The spaces shall be free of water or drainpipes not directly required to support equipment in the room.
- 5.1.11. ANY roof and wall penetrations (core drilling) shall be the responsibility of one contractor. It is the responsibility of ALL contractors (General and Subs) to coordinate this work so that the work can proceed and that the drilling and roof repair is covered in their estimates. The General or Prime Contractor shall be responsible for this coordination.
- 5.1.12. Contractor shall prepare as-built drawings using a drafting program approved by KCIT and shall submit final copies of the drawings together with "Memory Device" (USB Thumb Drive) containing said drawings in native and PDF format upon completion of project. Contractor shall coordinate its drawings with the work of other trades.
- 5.1.13. All materials, devices, appliances and equipment shall be listed by "Underwriters Laboratories, Inc. (UL)". Where UL listing is required but not available, Contractor shall obtain written permission for a variance from the KCIT Project Representative.
- 5.1.14. Where manufacturers' names and types are provided on the Contract Drawings or within the Specifications, KCIT is establishing for the equipment described manufacturers whose specific type items generally satisfy the KCIT's requirements. KCIT will consider alternates. However, alternates submitted by the Contractor to the KCIT for approval shall be based on the specified manufacturers and type as a minimum.
- 5.1.15. New items of any one classification shall be products of one manufacturer.

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- 5.1.16. Unless specifically identified on the Project Plans or in the Specifications, ALL New items installed on an existing site of any classification shall match those that exist on the site, shall be of the same Manufacturer and model, as currently manufactured.
- 5.1.17. The approval of the manufacturer's name or product by KCIT does not relieve the Contractor of the responsibility for providing material and equipment that complies in all details with the requirements of the Contract as well as in the Contract Documents.
- 5.1.18. The Contractor shall assume responsibility for equipment submitted fitting in available space as intended by the Contract drawings.
- 5.1.19. If any portion of the work has not been performed in a satisfactory manner, or is left in rough unfinished condition, the Contractor, at its expense, shall remove and reinstall all such work and restore surroundings in a manner approved by the Project Representative.
- 5.1.20. Contractor shall comply with, as a minimum, or exceed the requirements of the latest editions of all applicable codes, ordinances, rules and regulations pertaining to the project.
- 5.1.21. It is the Contractor's responsibility to notify KCIT of any deviation in the Contract from applicable regulations and codes prior to installation of the work.
- 5.1.22. In cases where regulations are more stringent than the Contract documents, the Contractor shall provide the materials and methods required by the regulations; in cases where the Contract Documents are more stringent than the applicable regulations, Contractor shall provide the materials and methods required by the Contract Documents.
- 5.1.23. Contractor shall obtain and pay for all licenses, permits and inspections required by laws, ordinances and rules governing work.
- 5.1.24. During its progress, the work shall be inspected by KCIT and by the appropriate inspectors. Contractor shall provide inspector's Certificates of Compliance to KCIT (from the Authority Having Jurisdiction (AHJ)).
- 5.1.25. Materials shall be new, free of defects and of current manufacture. Existing materials shall not be reused unless otherwise noted.
- 5.1.26. Each individual cabinet or rack shall have a nameplate designating the KCIT numbering scheme. Contractor shall validate the name with KCIT before labeling.
- 5.1.27. Nameplates shall be made of 1/16-inch thick machine engraved laminated phenolic having white letters 1/2-inch high minimum on a black background.
- 5.1.28. New installations shall be installed at the same standard to the standard as other equipment installed on this project, not just similar to existing installations.
- 5.1.29. All operations involving drilling or grinding, sweeping and similar activities shall be accomplished under controlled conditions to keep dust and dirt from contaminating the area and equipment.

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- 5.1.30. Care shall be exercised in the installation of all equipment to avoid damage or disfigurement of any kind. All equipment shall be protected prior to and after installation.
- 5.1.31. The Contractor shall repair by spray painting, after properly preparing the surface, all scratches or defects in the finish of the equipment. Only identical paint furnished by the equipment manufacturer shall be used for such purposes.
- 5.1.32. Failure of the Contractor to protect the equipment as outlined herein shall be grounds for rejection of the equipment.
- 5.1.33. Seismic attachments: Earthquake resistant attachments and supports for equipment shall be provided and shall include anchor bolts, equipment assembly bolts and fastenings which are adequate to resist a horizontal force of 50 percent of the equipment weight applied at the center of gravity without displacing the equipment or its fastenings.

### 5.2. General Cabling Requirements

- 5.2.1. All cable designs, including layout, elevations and wall field layout shall be pre-approved by KCIT Production Operations Infrastructure Manager or delegate.
- 5.2.2. All county owned facilities and non-county owned facilities shall use *Category 5e* or better, unshielded twisted pair (UTP) cable. New cable installs will use *Category 6a* unshielded twisted pair (UTP) cable or better. Bulk (25, 50, 100 or larger pair) unshielded twisted pair (UTP) cable for telecommunication or signaling use will be Category 3 or better.
- 5.2.3. All *WAP* locations shall have one (1) *Category 6a* unshielded twisted pair (UTP) cable or better, terminated on a Category 6A "biscuit", with a 20-foot (20') service loop left neatly coiled at the *WAP* location.
- 5.2.4. For Large sites and business critical facilities, a minimum of two (2) separate fiber paths, separated by 75 feet, shall enter the site from different directions and shall be pre-approved by KCIT Production Operations Infrastructure Manager or delegate. The fiber feeds shall not have any single points of failure such as a common vault or pathway.
- 5.2.5. A three-foot (3') by four (4') foot by four foot (4') deep, minimum, hand hole or vault shall be installed at ground level for each fiber entry at the property line. Vaults will be constructed of concrete with a steel or cast-iron lid or cover. Fiberglass or other material are not acceptable for vault construction.
- 5.2.6. Each hand hole or vault shall contain a minimum of four (4), four inch (4") trade-size electrical conduits to the interior of the building.
- 5.2.7. Every cable shall be labeled.

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5.2.8. Labels shall be legible, permanently coded, yellow PVC or heat shrink polyolefin tubing, appropriately sized for the wire to which it is being applied. Labels shall be by Brady, Tyco, T&B, or approved equal.

5.2.9. Labeling shall be machine printed.

5.2.10. Crimping shall be done with approved crimping tool (not side cutters or the like).

### **5.3. Compliance**

5.3.1. All materials installed by the Telecommunications Contractor shall be new and in undamaged condition.

5.3.2. Work and materials shall conform in every detail to the rules and requirements on the National Fire Protection Association and present manufacturing standards. Materials shall be listed by UL and shall bear the UL label

5.3.3. The Telecommunications Contractor shall be a firm which is regularly and professionally engaged in the business of the installation and testing of the specified telecommunications system and equipment.

5.3.4. The Telecommunications Contractor shall have a minimum of one (1) staff member with current BISC RCDD credentials providing oversight of the project. The Telecommunications Contractor shall submit evidence of compliance with this requirement prior to starting any work on the product.

5.3.5. The Telecommunications Contractor shall have a maximum of 25% of the installers with less than two (2) years of experience in the installation and testing of copper and fiber optic structured cabling systems. The Telecommunications Contractor shall submit evidence of compliance with this requirement prior to having the individuals start any work on the product.

5.3.6. The Telecommunications Contractor shall have a minimum of half (50%) of the installers trained to ensure the proper installation and testing of copper and fiber optic structured cabling systems. The Telecommunications Contractor shall submit evidence of compliance with this requirement prior to having the individuals start any work on the product.

### **5.4. Pathway System**

5.4.1. Minimum raceway size shall be one inch (1").

5.4.2. Unless specified as "open cabling" wire and cabling shall be installed in continuous metallic raceways.

5.4.3. Where specified as "open cabling" provide metallic raceways for cables in walls, above inaccessible ceilings, exposed or where subject to physical damage.

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5.4.4. Raceway fill shall not exceed 40 percent.

5.4.5. Comply with *ANSI/TIA-569-D* for pull-box sizing and length of conduit and number of bends between pull points.

### **5.5. Sleeves**

5.5.1. Interior Penetrations of Nonrated Walls, Floors and Ceilings: Provide EMT sleeves. Seal space between the raceway and the wall or floor using joint sealant appropriate for the size, depth and location of the joint.

5.5.2. Fire-Rated Assembly Penetrations:

5.5.3. Provide STI "EZ-Path" assemblies (or equivalent) for penetrations at walls, partitions and ceilings.

5.5.4. Provide EMT sleeves for penetrations and floors. Seal pathway and cable penetration with fire stop materials.

### **5.6. Backboards**

5.6.1. Backboards shall be A/C grade, fire-rated, three quarter inch (3/4") plywood installed.

5.6.2. Install backboards with 96-inch dimension vertical. Bottom of plywood is to be six inches above finished floor. Butt adjacent sheets tightly and form smooth gap-free corners and joints.

5.6.3. Backboards shall be unpainted.

5.6.4. The fire rating stamp shall be left visible for inspection by AHJ.

### **5.7. Shop Drawings**

5.7.1. Raceway Riser Diagrams: Design drawings include layouts, routing on floor plans will be as-built.

5.7.2. Site and Floor Plans: Indicate final outlet and device locations, routing of raceways, and cables inside and outside the building.

5.7.3. Device Identification: Identify each device by its address or identification number.

5.7.4. Shop drawings shall utilize the final room numbers established by the Owner, not the room and building numbers shown on the architectural floor plans.

5.7.5. Site and Floor Plans, Shop drawings and As-built will be provided in digital form in the native format and PDF to the KCIT Production Operations Infrastructure Manager or delegate.



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- 5.7.6. A hard copy of legible size of the As-built floor plan is required showing final room numbers, final outlet and device locations with numbering for posting in the MDF/MC or IDF/IC. If the MDF/MC or IDF/IC feeds other buildings or facilities a hard copy of legible size of a site plan will be required showing the locations/designations of those buildings or facilities including connection cable routes.

### **5.8. Labeling and Identification**

- 5.8.1. Identify system components, wiring, and cabling complying with ANSI/TIA-606-B.
- 5.8.2. Prepare a cable labeling matrix for review by KCIT Production Operations Infrastructure Manager or delegate and owner. Provide schedule as an Excel Spreadsheet with tabs for each floor. Include room numbers and descriptions of both ends of cable, cable length, and a field for a link to the cable test report.
- 5.8.3. The size, color and contrast of all labels should be selected to make sure that the identifiers are easily read.
- 5.8.4. Labels should be visible during normal maintenance of the infrastructure.
- 5.8.5. Labels should be resistant to environmental conditions (such as moisture, heat or ultraviolet light), and should have a design life equal to or greater than that of the labeled component.
- 5.8.6. Labels shall be machine printed. Handwritten labels will not be accepted.

### **5.9. Coordination**

- 5.9.1. Coordinate layout and installation of telecommunications Areas, pathways and cabling with the KCIT Production Operations Infrastructure Manager or delegate.

### **5.10. Data/Telecommunications Areas**

- 5.10.1. All Telecommunications Area designs, including layout, elevations and wall field layout designs shall be pre-approved by KCIT Production Operations Infrastructure Manager or delegate and shall be designed in accordance with ANSI/TIA/EIA 569-D standard. Cut sheets and or material samples may be required by KCIT Production Operations Infrastructure Manager or delegate.
- 5.10.2. A dedicated, secured Telecommunications Area shall be available. In the case of smaller sites where the Telecommunication Area cannot be fully secured, every effort shall be made to protect and promote the security of the Telecommunication Area as completely as possible. In no case shall the public have unescorted access to the space.
- 5.10.3. This area shall contain the terminations for all Workstation wiring,

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equipment racks for any rack mounted equipment, Voice and Data equipment.

- 5.10.4. Non-infrastructure Servers shall not be located in the MDF/MC / IDF/IC.
- 5.10.5. The MDF/IDF shall have A/C grade, fire-rated, three quarter inch (3/4") plywood installed on all four walls. The fire rating stamp shall be left visible for inspection by AHJ. It shall be large enough to accommodate the Data/Telecommunication terminations. This backboard shall cover, all four walls. This standard is meant to ensure that local, state and federal codes are met.
- 5.10.6. The backboard(s) shall be exclusively used for Data/Telecommunication terminations.
- 5.10.7. All Network equipment shall be installed in standard nineteen-inch (19") form factor enclosed, locking cabinets unless otherwise specified.
- 5.10.8. Each installed equipment cabinet shall be nineteen inches by 45 RU (seven feet). Chatsworth ZetaFrame Cabinets, 800mm x 1200mm (typical), White in color, front and rear doors with brush openings in top and side panels except for end panels which will be solid. Taller or shorter cabinets may be required in some designs. Each cabinet will be equipped as follows:
  - 5.10.9. Zeta Frame Cabinet, 45 RU, 800mm x 1200mm, Single Perforated Front/Double Perforated Rear Door, Brush Sealed Top, No Side Panel, No Bottom Panel, No Thermal Management, Glacier White, Standard Pallet (PN: ZB45-A2000E1
  - 5.10.10. Quantity two (2) Short Finger Vertical Cable Manager with cover, for (800 mm) W x 45 RMU, are required for each Cabinet (Front Left and Front Right), Glacier White (PN: 38646-E36)
  - 5.10.11. Quantity two (2) Universal Horizontal Cable Manager- 1 RMU; 19"W (482.6 mm); 4.96"D (126 mm); Single-Sided; Glacier White; Glacier White (PN: 30139-E19)
  - 5.10.12. Quantity one (1) Universal Horizontal Cable Manager-Single Sided; 2 RMU; 19"W (482.6 mm); 5.14"D (130.6 mm); Single-Sided; Glacier White (PN: 30130-E19)
  - 5.10.13. Quantity two (2) Front-to-Rear Cable Manager; Glacier White (PN: 38648-E03)
  - 5.10.14. Side panels as required in the design. Each end of a row of cabinets shall have Solid side panels (PN: 39763-E61). A single side panel is required between each cabinet. Between cabinets there shall be Side Panel, with Grommets (PN: 39774-E61), Cable Port Brush Kit (PN: 25190-001), to separate

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and isolate each cabinet.

- 5.10.15. Quantity two (2) Standard PDU Bracket kits (PN: 38645-700) are required for each Cabinet to mount two (2) Vertical PDUs supplied by others.
- 5.10.16. Cabinets shall be attached with Baying Kits to form contiguous rows and anchored to the floor.
- 5.10.17. In the case where a cabinet specification change is required the KCIT Production Operations Infrastructure Manager or delegate will be the final approval authority of the change.
- 5.10.18. The use of standard nineteen inch (19") Open frame 19" racks requires approval of the KCIT Production Operations Infrastructure Manager or delegate. If open frame racks are required they shall be 19 inch by 7 foot (19"x7') aluminum, open frame equipment racks (Chatsworth 46353-503). Open frame racks shall have RU markings front and back on each upright member.
- 5.10.19. These cabinets or racks shall be installed to the standards stated for the remainder of the room. These cabinets or racks shall be installed in the area, aligned to the backboard, bolted to the floor and seismically braced in a manner that meets with KCIT Production Operations Infrastructure Manager or delegate and building owner approval. In cases where it is not possible to drill into the flooring, the equipment cabinets/racks shall be stabilized in a manner that meets with KCIT Production Operations Infrastructure Manager or delegate and building owner approval.
- 5.10.20. Open frame racks shall have a double sided vertical wire manager (Chatsworth VCS line 11729-503, Evolution line or Panduit PatchRunner PRV6, PRV8, or PRV10 with pre-approval by KCIT Production Operations Infrastructure Manager or delegate.
- 5.10.21. The cabinets or racks shall be installed in a way that allows future expansion and access to all exposed sides. Install with a minimum of forty-eight inches (48") of clear space in front and forty two inches (42") in the back. At a minimum, one end of a row of cabinets shall have five feet (5') of clear space with access to the entrance to the Telecommunication Space.
- 5.10.22. Mount cabinets at a uniform height, nominally 7 feet to the top of the enclosure above finished floor, except as otherwise noted or physically not practical. Mount cabinets with fronts straight and plumb.
- 5.10.23. There shall be a twelve inch (12") wide, at a minimum, cable runway above the cabinet or rack and extended to the backboard. This cable runway shall be appropriately sized and used for Data networking equipment and patch cables. This cable runway shall be located at a minimum of twelve inches (12") above cabinets and suspended from the ceiling or supported by the

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Rack/Cabinet, using appropriate hardware, as approved by the KCIT Production Operations Infrastructure Manager or delegate. KCIT Production Operations Infrastructure Manager or delegate will be the final approval authority for the cable runway designs.

5.10.24. There shall be a 6-inch-wide x 4 inch high (6"x4"), at a minimum, Fiber runway above the cabinet or rack and extended to the backboard. This cable runway shall be appropriately sized and used for Data networking equipment and fiber patch cables. This fiber runway shall be located at a minimum of six inches (6") above cable runway (twelve inches (12") preferred) and suspended from the ceiling or supported by the cable runway to allow unobstructed access for running fiber and copper cabling in both runways. KCIT Production Operations Infrastructure Manager or delegate will be the final approval authority for the fiber runway designs.

5.10.25. In some instances, and configurations, the cabinet or rack and associated equipment may require additional seismic bracing. This bracing shall be installed in a way that does not interfere with accessibility or installation of equipment in the cabinet or rack. Cable runways may require seismic transitions to the backboard and/or cabinets or racks. KCIT Production Operations Infrastructure Manager or delegate will be the final approval authority for the Cable and Fiber runway designs.

5.10.26. A TMGB or TGB shall be conveniently located in the space for cabinet, rack and equipment grounding.

5.10.27. The cabinets or rack(s) and associated equipment shall be grounded and bonded to the TMGB or TGB and shall be in accordance with ANSI-J-STD-607-C.

### **5.11. Main Distribution Frame / Main Cross-connect (MDF/ MC) to Intermediate Distribution Frame / Intermediate Cross-connect (IDF/IC) Requirements**

5.11.1. Each IDF/IC shall have a single, complete path to the MDF/MC, also known as a "Home Run" path. IDF's shall not be "daisy-chained".

5.11.2. Primary wiring from the MDF/MC to each IDF/IC shall be forty-eight (48) strands of single-mode optical fiber with optional multi-mode optical fiber.

5.11.3. In no case shall any fiber cable be installed with less than 12 strands terminated.

5.11.4. Primary copper riser from the MDF/MC to each IDF/IC and the Penthouse shall be 25 or 50 pair of bulk copper telecommunications cable, dependent on the size of the building.

5.11.5. In the MDF/MC the RJ21X terminations shall be extended to the

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MDF/MC structured cable patching solution and terminated in a designated area to allow patching to the 25 or 50 Pair bulk copper riser cables.

5.11.6. In the MDF/MC the 25 or 50 Pair bulk copper riser cable shall terminate on the MDF/MC structured cable patching solution in a designated area to allow patching to the RJ21X extensions.

5.11.7. In the IDF/IC the 25 or 50 pair bulk copper riser cable shall terminate on the IDF/IC structured cable patching solution in a designated area to allow patching to Workstation cable.

5.11.8. The type and quantity of optical fiber cable and type and quantity of pairs for the copper backbone required will be approved by KCIT Production Operations Infrastructure Manager or delegate.

### **5.12. Conduit and Riser Core Drill Requirements for Infrastructure or Larger Buildings**

5.12.1. Three (3) separate four inch (4") conduits or sleeves shall be a "Home Run" from the MDF to each IDF/IC.

5.12.2. At least one (1) four inch (4") conduit or riser core drill shall be provided on any MDF/MC to IDF/IC run, to be open and available for future expansion.

5.12.3. Conduit shall not be successive or "daisy-chained". Each cable path shall be separate.

5.12.4. Riser core drills, where required, shall be five inches (5") in diameter, with a four inch (4") sleeve and appropriate fire stopping.

5.12.5. In buildings under five (5) floors in height, the riser core drills shall be grouped at a minimum of three (3) dedicated cores for each floor.

5.12.6. Buildings of five (5) floors and above shall have a riser core plan approved by KCIT Production Operations Infrastructure Manager or delegate.

### **5.13. Conduit Requirements for Workstations**

5.13.1. The minimum size for Workstation conduit is one inch (1").

5.13.2. Conduits shall not have a bend radius of less than one foot. **\*Note:** If conduit is not necessary, there shall be at least a hole cut in the sheet rock with a mud ring installed at each Workstation.

5.13.3. A pull string/tape/rope shall be installed and tied off to the ceiling above the highest point to which the sheet rock extends.

5.13.4. Each conduit or mud ring installed shall have a pull string/tape/rope

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with no less than twelve inches (12”) excess at each end of the pull cord.

### 5.14. Main Distribution Frame / Main Cross-connect (MDF/MC) Requirements

#### 5.14.1. MDF General Requirements for Larger Sites

- 5.14.1.1. The MDF/MC shall be secured by a card key or combination lock.
- 5.14.1.2. If the MDF is located in a publicly accessible area the MDF will only be labeled with a room number.
- 5.14.1.3. The MDF/MC shall have Cross Zone Detection and fire suppression.
- 5.14.1.4. Non-infrastructure Servers shall not be housed in the MDF/MC.
- 5.14.1.5. The MDF/MC may contain the IDF/IC wiring for the same floor. This wiring shall be in separate racks and/or area from cabling required for the MDF/MC.
- 5.14.1.6. A structured cable patching solution shall be installed in the MDF/MC for copper distribution within the MDF/MC and RJ21X extension distribution to the IDF/IC.
- 5.14.1.7. Wall mounted punch down connection blocks shall be installed with integrated vertical and horizontal wire management throughout.
- 5.14.1.8. Design of the MDF/MC structured cable patching solution including VisiPatch 360 layout shall be approved by KCIT Production Operations Infrastructure Manager or delegate.

#### 5.14.2. MDF/MC General Requirements for Small Sites:

- 5.14.2.1. The Small Site MDF shall be either electronically or physically secured. There shall be no unescorted public access.
- 5.14.2.2. If the MDF is located in a publicly accessible area the MDF will only be labeled with a room number.
- 5.14.2.3. The MDF/MC shall have Cross Zone Detection and be supplied with a fire extinguisher. The fire extinguisher shall be checked annually, with the LAN administrator's sign-off, to verify it is at the appropriate level and in proper working condition.
- 5.14.2.4. The MDF/MC may contain the IDF/IC wiring for the same floor. This wiring shall be in separate racks and/or area from cabling required for the MDF/MC.
- 5.14.2.5. A structured cable patching solution shall be installed in the MDF/MC for copper distribution within the MDF/MC and RJ21X extension distribution to the IDF/IC.

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5.14.2.6. Wall mounted punch down connection blocks shall be installed with integrated vertical and horizontal wire management throughout.

5.14.2.7. Design of the MDF/MC structured cable patching solution, including VisiPatch 360, layout shall be approved by KCIT Production Operations Infrastructure Manager or delegate.

### **5.14.3. MDF/MC Space Requirements**

5.14.3.1. All Telecommunications Spaces designs shall be in accordance with ANSI/TIA/EIA-569-D standard. The design of the telecommunications spaces including layout, termination types and technologies shall be pre-approved by KCIT Production Operations Infrastructure Manager or delegate.

5.14.3.2. The space shall not be located below grade.

5.14.3.3. The space shall not be located below water or drains pipes, bathroom or kitchen facilities, with the exception of fire suppression systems.

5.14.3.4. The space shall not be located adjacent to the elevator equipment, control room, or any EMI generating sources.

5.14.3.5. The space shall not have external windows.

5.14.3.6. The space shall be a highly secure location with 24 hour secure access, seven (7) days a week.

5.14.3.7. For security reasons, the space shall be identified only by a room number.

5.14.3.8. One thousand square feet. At a minimum, is required for large (greater than 100 employees) buildings. Other facility considerations may increase the size or dimensions of the MDF/MC.

5.14.3.9. In many cases the MDF/MC contains wall mounted equipment such as VisiPatch 360 Wallfield, BMS, Security/Access Control panels, Cable TV, DAS and other Telecomm provider equipment. These systems will typically reduce the effective clearance by twelve inches (12").

5.14.3.10. At a minimum 150 square feet of storage room is required. The storage room shall be as close to the MDF/MC as possible.

5.14.3.11. At a minimum 400 square feet, in or near the MDF/MC, is required for UPS and/or HVAC equipment.

5.14.3.12. No ceiling grid or tile is preferred. Ceilings may be suspended acoustical tile.

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- 5.14.3.13. Flooring shall be antistatic tile or sealed concrete.
- 5.14.3.14. Each cabinet/rack requires a minimum forty two inches (42") rear clearance from the wall.
- 5.14.3.15. Each cabinet/rack requires a minimum of forty-eight inches (48") of clearance in front.
- 5.14.3.16. Cabinets or racks may be mounted in one or more rows with four feet (4') of clearance at either end of the row.
- 5.14.3.17. At a minimum, one end of a row of cabinets shall have five feet (5') of clear space with access to the entrance to the Telecommunication Space.
- 5.14.3.18. If cabinets or racks are mounted in multiple rows four feet (4') minimum is required between rows.
- 5.14.3.19. Cabinets or racks shall be secured in a manner consistent with the seismic requirements for the facility.
- 5.14.3.20. There shall be no less than 8 x 20 feet of backboard, with four feet (4') of clearance in front for the placement of punch down blocks and other wall mounted terminations and equipment.
- 5.14.3.21. The cabinet(s) and/or rack(s) and associated equipment shall be grounded and bonded to the TMGB or TGB and shall be in accordance with ANSI-J-STD-607-C.

### **5.14.1. MDF/MC Fiber and Cable Runway Requirements**

- 5.14.1.1. KCIT Production Operations Infrastructure Manager or delegate will be the final approval authority for the fiber and cable runway designs.
- 5.14.1.2. Overhead, a minimum of twelve inch (12") open cable tray or ladder racks, dependent upon the final room shape, are required.
- 5.14.1.3. Cable trays shall be installed from the cabinet/rack group to each work area.
- 5.14.1.4. There shall be a 6-inch-wide x 4 inch high (6"x4"), at a minimum, Fiber runway above the cabinet or rack and extended to the backboard. This cable runway shall be appropriately sized and used for fiber patch cables. This fiber runway shall be located at a minimum of six inches (6") above cable runway (twelve inches (12") preferred) and suspended from the ceiling or supported by the cable runway to allow unobstructed access for running fiber and copper cabling in both runways. Fiber Dropouts will be provided from the fiber runway for the front left and front right side of any installed cabinet or rack.



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5.14.1.5. Cable trays shall be installed between all cabinets/racks.

### **5.15. Intermediate Distribution Frame / Intermediate Cross-connect (IDF/IC) Requirement**

#### **5.15.1. IDF/IC General Requirements**

5.15.1.1. The IDF/IC Shall be secured by a card key or combination lock.

5.15.1.2. Cabling between IDF/IC and Workstations shall not exceed 90 meters.

5.15.1.3. IDF/IC wiring for the same floor may be located in the MDF/MC, but shall be on separate cabinets/racks and/or area.

5.15.1.4. The IDF/IC's shall be shared between data and voice and shall distribute on that same floor, regardless of the cable path.

5.15.1.5. All voice/data workstation wiring for a floor area will be terminated on that same floor, regardless of the cable path.

5.15.1.6. Each floor area shall be fed from a single IDF/IC.

5.15.1.7. Primary phone wiring, from the MDF/MC to each IDF/IC shall be for the specific floor area served by that IDF/IC.

5.15.1.8. The design of the telecommunications spaces including layout, termination types and technologies shall be pre-approved by KCIT Production Operations Infrastructure Manager or delegate.

#### **5.15.2. IDF/IC Space Requirements**

5.15.2.1. All Telecommunications Spaces designs shall be in accordance with ANSI/TIA/EIA-569-B standard. The design of the telecommunications spaces including layout, termination types and technologies shall be pre-approved by KCIT Production Operations Infrastructure Manager or delegate.

5.15.2.2. The IDF/IC shall not be located below grade.

5.15.2.3. The space shall not be located below water or drain pipes, bathroom or kitchen facilities, with the exception of fire suppression systems.

5.15.2.4. The IDF/IC shall not be located adjacent to the elevator equipment, control room, or any EMF generating sources.

5.15.2.5. The IDF/IC shall not have external windows.

5.15.2.6. The IDF/IC shall be a highly secure location.

5.15.2.7. The IDF/IC requires at least one hundred ninety five (195) square feet

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of floor space. At a minimum this space requires four 800 x 1200 mm cabinets requiring a room, with clearances approximately 13 feet (13') by fifteen feet (15'). Other facility considerations may increase the size or dimensions of the IDF/IC.

5.15.2.8. In many cases the IDF/IC contains wall mounted equipment such as VisiPatch 360 Wallfield, BMS, Security/Access Control panels. These systems will typically reduce the effective clearance by twelve inches (12").

5.15.2.9. The ceilings preference is no ceiling tile. Ceilings may be suspended acoustical tile.

5.15.2.10. The flooring shall be antistatic tile or sealed concrete.

5.15.2.11. Each cabinet/rack requires a minimum forty-two inches (42") rear clearance from the wall.

5.15.2.12. Each cabinet/rack requires a minimum of forty-eight inches (48") of clearance in front.

5.15.2.13. Cabinets or racks may be mounted in one or more rows with four feet (4') of clearance at one end of the row.

5.15.2.14. At a minimum, one end of a row of cabinets shall have five feet (5') of clear space with access to the entrance to the Telecommunication Space.

5.15.2.15. If cabinets or racks are mounted in multiple rows four feet (4') minimum is required between rows.

5.15.2.16. Cabinets or racks shall be secured in a manner consistent with the seismic requirements for the facility.

5.15.2.17. There shall be no less than eight feet by four feet (8' x 4') of backboard, with four feet (4') of clearance in front, to allow for the placement of wall mounted terminations.

5.15.2.18. The cabinets/rack(s) and associated equipment shall be grounded and bonded to the TMGB or TGB and shall be in accordance with ANSI-J-STD-607-C.

### **5.15.3. IDF/IC Fiber and Cable Runway Requirements**

5.15.3.1. KCIT Production Operations Infrastructure Manager or delegate will be the final approval authority for the fiber and cable runway designs.

5.15.3.2. Overhead, a minimum of twelve inch (12") open cable tray or ladder racks, dependent upon the final room shape, are required.

5.15.3.3. Cable trays shall be installed from the cabinet/rack group to each work

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area.

- 5.15.3.4. There shall be a 6 inch wide x 4 inch high (6"x4"), at a minimum, Fiber runway above the cabinet or rack. This cable runway shall be appropriately sized and used for fiber patch cables. This fiber runway shall be located at a minimum of six inches (6") above cable runway (twelve inches (12") preferred) and suspended from the ceiling or supported by the cable runway to allow unobstructed access for running fiber and copper cabling in both runways. Fiber Dropouts will be provided from the fiber runway for the front left and front right side of any installed cabinet or rack.

Cable trays and Fiber runways shall be installed between all cabinets/racks.

### 5.16. Telecommunications System Requirements

- 5.16.1. A telecommunications cabling system generally consists of one telecommunications outlet at each workstation, wall telephones in common and mechanical areas, telecommunications rooms (MDF/IDFs) and Telecommunications Enclosures (TEs) located on each floor. KCIT Production Operations Infrastructure Manager or delegate will be the final approval authority for the design of the telecommunications cabling system including termination types and technologies.
- 5.16.2. A wired work area consists of a two (2) port, single-gang plate with one (1) standards compliant work area outlet (jack). The remaining empty port will be filled with an appropriate blank filler. See "Wireless First" in the Definitions section above.
- 5.16.3. One work area outlet consists of one (1) four-pair data Category 6A cable or better, installed from work area outlet to the IDF. Terminate data cables on wall or rack mounted modular patch panels or wall mounted structured cable patching solution located in the appropriate IDF. KCIT Production Operations Infrastructure Manager or delegate will be the final approval authority for the design of the telecommunications cabling system including termination types and technologies. Cut sheets and or material samples may be required by KCIT Production Operations Infrastructure Manager or delegate.
- 5.16.4. One (1) Category 6A unshielded twisted pair (UTP) cable shall be run to each faceplate unless otherwise specified by KCIT Production Operations Infrastructure Manager or delegate.
- 5.16.5. Faceplate outlets shall be labeled as "A", prefaced by the communications faceplate numbering scheme proposed for the building.
- 5.16.6. Wall phone outlets shall consist of single-gang stainless steel faceplate with a Category 6A jack and wall telephone mounting lugs

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- 5.16.7. All RJ45 outlets shall be “universal”, allowing voice or data to be used in any combination.
- 5.16.8. All RJ45 outlets and connectors shall be wired T568B unless otherwise specified by KCIT Production Operations Infrastructure Manager or delegate.
- 5.16.9. All Network cabling available in public area shall be electronically or physically secured.
- 5.16.10. All wiring shall be installed in accordance with ANSI/TIA 568-C standards.
- 5.16.11. All cable shall be rated at Category 6A or better.
- 5.16.12. All cable shall be rated for the plenum and air space in which it is to be installed.
- 5.16.13. All cable shall be marked with a unique identifier at each end.
- 5.16.14. All cables shall have a service loop of 1 meter (3.28') in the suspended ceiling above the work area and 3 meters (10') at the IDF or TE.
- 5.16.15. All cables and terminations shall be tested, at the minimum, to Category 6A standards.
- 5.16.16. All cable shall be routed to the Data/telecommunications area in the MDF/IDF using approved cable trays or communication cable support materials. The cable shall use the most direct route.
- 5.16.17. A cable tray shall be installed to carry the Workstation cable from the central corridor cable tray to the backboard in the Data/Telecommunications Area.
- 5.16.18. Cable bundles shall be supported at intervals of not less than four feet (4').
- 5.16.19. Support points cannot bend with less than a four inch (4”) radius or pinch into jackets of the cables.
- 5.16.20. Cable bundles shall be tied together neatly, wherever possible, using only Velcro style material.
- 5.16.21. Ensure cables installed under access flooring do not come in contact with any electrical conduits, electrical equipment, mechanical equipment, or ducts.
- 5.16.22. Fire suppression shall be used as required by local, county, state, and federal fire codes.

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- 5.16.23. Cable installation, routing, and dressing shall be done following all applicable local, regional, and national codes, as well as industry best practices.
- 5.16.24. Cable length shall not exceed ninety (90) meters of installed cable from the Workstation to the IDF patch panel.
- 5.16.25. The length of the cross-connect jumpers and patch cords in the MDF/MC or IDF/IC should not exceed 20 m (66 ft.)
- 5.16.26. The length of the cord used to connect telecommunications equipment directly to the MDF/MC or IDF/IC should not exceed 30 m (98 ft.).

### **5.17. Fiber Optic Systems**

- 5.17.1. Fiber optics shall be terminated in Fiber Distribution Units (FDU) large enough to terminate all fibers including future expansion. FDU manufacture and model shall be specified and pre-approved by KCIT Production Operations Infrastructure Manager or delegate.
- 5.17.2. For new construction, fiber optics shall be terminated with SC or LC flat polished connectors and shall be specified and pre-approved by KCIT Production Operations Infrastructure Manager or delegate.
- 5.17.3. Outside plant connectors shall be terminated on a separate FDU and shall be SC connector type and pre-approved by KCIT Production Operations Infrastructure Manager or delegate.
- 5.17.4. Riser connectors shall be LC connector type in FDU's separate from the Outside Plant and pre-approved by KCIT Production Operations Infrastructure Manager or delegate.
- 5.17.5. For existing facilities, the fiber, FDUs and connectors shall be matched to the existing installation and shall be specified and pre-approved by KCIT Production Operations Infrastructure Manager or delegate.
- 5.17.6. Fiber optic cable and FDUs shall be labeled in a consistent manner with descriptive and unique labels "to" and "from" on each end. Individual fiber connectors shall be labeled with the same label on each end and be in accordance with ANSI/TIA/EIA-606-B and UL 969 or most current.
- 5.17.7. Fiber Optic cable shall be pre-approved by KCIT Production Operations Infrastructure Manager or delegate.
- 5.17.8. Fiber Optic Distribution Units shall be from the following manufactures and pre-approved by KCIT Production Operations Infrastructure Manager or delegate:
  - 5.17.8.1. Corning PCH and CCH series Highly Preferred by KCIT

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- 5.17.8.2. OFS LST series
- 5.17.8.3. Ortronics
- 5.17.8.4. OCC
- 5.17.9. All Fiber Optic termination shall be Fusion Connect type of connector and pre-approved by KCIT Production Operations Infrastructure Manager or delegate.
  - 5.17.9.1. AFL FuseConnect
  - 5.17.9.2. Corning FuseLite
- 5.17.10. All Fiber Optic splices shall be fusion spliced.
- 5.17.11. All unused building entrance conduits shall be plugged with a removable, watertight seal.
- 5.17.12. All Optical Fiber components and installation shall be in accordance with ANSI/TIA/EIA-568-C.3 or most current.
- 5.17.13. Single Mode fiber shall be 9/125  $\mu$ m OS1 (ANSI/TIA-568-C.3). Rated for the plenum space installed in and pre-approved by KCIT Production Operations Infrastructure Manager or delegate.
  - 5.17.13.1. Corning FREEDM
  - 5.17.13.2. OFS
  - 5.17.13.3. Comscope
- 5.17.14. Multimode fiber shall be 50/125  $\mu$ m 850-nm laser-optimized multimode fiber cable OM4 (ANSI/TIA-568-C.3). Rated for the plenum space installed in and pre-approved by KCIT Production Operations Infrastructure Manager or delegate.
  - 5.17.14.1. Corning
  - 5.17.14.2. Comscope
- 5.17.15. Service loops are to be coiled neatly and secured to a wall as follow:
  - 5.17.15.1. Outside Plant, MDF or BEF 50 feet, with an additional 50 feet in the nearest fiber vault or as specified by KCIT Production Operations Infrastructure Manager or delegate.
  - 5.17.15.2. Riser cable, MDF 30 feet, with an additional 30 at the termination location or as specified by KCIT Production Operations Infrastructure Manager or delegate.
- 5.18. **Fiber Optic Testing**
  - 5.18.1. KCIT requires that all single-mode and multi-mode fiber cables be

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tested for full compliance with TIA/EIA 568-C.0-2 and ANSI/TIA/EIA 526-7 or ANSI/TIA/EIA 526-14 (or most current) regardless of intended use.

### **5.19. Fiber optic testing procedures**

- 5.19.1. Link attenuation (Tier 1 - OLTS/LSPM): In accordance with TIA/EIA 568-C.0 Tier 1 testing standard all single-mode fiber optic cables shall be tested for link attenuation i.e. OLTS/LSPM (Optical Loss Test Set) (Light Source Power Meter) and be tested for polarity.
- 5.19.2. Test the segment from distribution housing in the IDF/IC to MDF/MC. All fiber optic cables, including connectors, shall be tested inline between two reference cables. All strands shall be tested in a bi-directional method at both wavelengths with an OLTS/LSPM capable of recording and plotting data.
- 5.19.3. Polarity verification is performed with either a visual fault locator (VFL) or while performing the Link Attenuation with the OLTS/LSPM.

### **5.20. Optical Time Domain Reflectometer (Tier 2 - OTDR)**

- 5.20.1. In accordance with TIA/EIA 568-C.0 Tier 2 testing standard Fiber Optic cables shall be tested bi-directional and at both wave lengths for dB loss and end-to-end total installed distance with an OTDR. Each trace shall indicate the cable length and dB loss.
- 5.20.2. All OTDR traces shall be accomplished using a manufactured and terminated Corning MM/SM, as appropriate, glass launch cable.
- 5.20.3. All OTDR traces shall indicate test readings taken in feet.
- 5.20.4. All OTDR test traces shall indicate a 2-Point dB loss between the A and B test trace cursors showing test location and end fiber optic patch panels

### **5.21. Maximum Loss Measurements for Installed Fiber Optic Cables - Tier 2 testing**

- 5.21.1. Mated Connector Loss: 0.75 dB per mated pair
- 5.21.2. Connector Loss: 0.5 dB per connector
- 5.21.3. Splice Loss:
  - 5.21.3.1. Fusion Multimode: 0.15 dB
  - 5.21.3.2. Fusion Single-mode: 0.06 dB
- 5.21.4. Fiber loss: Multimode:
  - 5.21.4.1. 3.5 dB/km @ 850 nm;
  - 5.21.4.2. dB/km @ 1300 nm
- 5.21.5. Fiber loss: Single-mode:
  - 5.21.5.1. 0.4 dB/km @ 1310 nm (Outside Plant Cable)

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- 5.21.5.2. 0.3 dB/km @ 1550 nm (Outside Plant Cable)
- 5.21.5.3. 0 dB/km @ 1310 nm (Inside Plant Cable)
- 5.21.5.4. 0.75 dB/km @ 1550 nm (Inside Plant Cable)

### **5.22. Fiber Optic Test Result Documentation**

- 5.22.1. Tier 1 fiber optic test results shall be provided by tester-generated documentation in hard copy (paper copy) and electronic copy in native and PDF format.
  - 5.22.1.1. Date of the test
  - 5.22.1.2. Test personnel
  - 5.22.1.3. Test equipment calibration date
  - 5.22.1.4. Type and length of the reference jumpers
  - 5.22.1.5. Fiber ID
  - 5.22.1.6. Test procedure and reference method used
  - 5.22.1.7. Link-loss results
- 5.22.2. Tier 2 OTDR fiber optic traces and test results shall be provided in hard copy (paper copy) and electronic copy in native and PDF format.
  - 5.22.2.1. Date of the test
  - 5.22.2.2. Test personnel
  - 5.22.2.3. Test equipment calibration date
  - 5.22.2.4. Type and length of the launch cables
  - 5.22.2.5. Fiber ID
  - 5.22.2.6. Trace Files
  - 5.22.2.7. Tested wavelengths

### **5.23. Patching Systems**

- 5.23.1. The design and layout of the structured cable patching solution shall be pre-approved by KCIT Production Operations Infrastructure Manager or delegate. Wire management for the structured cable patching solution shall be required and specified with backboard elevations
- 5.23.2. Cut sheets and/or material samples may be required by KCIT Production Operations Infrastructure Manager or delegate.
- 5.23.3. The backboard may contain wall mounted structured cable solution units for Workstation cable terminations, WAP terminations, copper PBX extensions and units for future expansion. The units for the Workstation terminations, WAP terminations and copper PBX extensions shall occupy the bottom one half (1/2) of the wall field, with space left for future units at the top one half (1/2).
- 5.23.4. The top one half (1/2) of wall mounted structured cable patching solution is to be used for Data Tail Cables from the rack mounted Network equipment.



## **Information Technology Governance Specification**

- 5.23.5. Voice and Data patch cables for the wall mounted structured cable patching solution shall be matched to the structured cable patching solution on each end, manufactured by the structured cable patching solution system manufacture. Data patch cables shall connect the upper one half (1/2), the Data Tail terminations, to the lower one half (1/2), the station terminations. Telephone patch cables shall connect the copper PBX extensions to the station terminations. Quantity, configuration, specification and lengths of patch cables shall be pre-approved KCIT Production Operations Infrastructure Manager or delegate.
- 5.23.6. If patch panels are requested by KCIT Production Operations Infrastructure Manager or delegate the patch panels shall be 19 in. rack mountable, 24 or 48 port 8-pin modular to insulation displacement connector (IDC) meeting Category 6A performance standards, and pinned to be universal both T568A&B standards. The design and layout of the Patching system shall be pre-approved by KCIT Production Operations Infrastructure Manager or delegate.
- 5.23.7. Cut sheets and or material samples may be required by KCIT Production Operations Infrastructure Manager or delegate.
- 5.23.8. Data shall be served from Network equipment, within Telecommunications Spaces, ordered by KCIT Production Operations Infrastructure Manager or delegate and installed by Network KCIT Production Operations Staff in accordance with the KCIT Network Equipment Standard.
- 5.23.9. Each floor's Telecommunications Spaces shall have a copy of its "as-built" documentation, including a floor map showing all Work Area locations and cable pathways.

### **5.24. Data Tail (cable harness) Cabling Requirements**

- 5.24.1. KCIT Production Operations Infrastructure Manager or delegate shall approve the quantity and length of the installed patch and Data Tail Cables utilized inside the Data Closets. The design and layout of the Patching system shall be pre-approved by KCIT Production Operations Infrastructure Manager or delegate. Cut sheets and or material samples may be required by KCIT Production Operations Infrastructure Manager or delegate.
- 5.24.2. Each Data Tail Cable shall be cut to length and terminated with an RJ-45 connector dressed neatly and tested to Workstation cable standards.
- 5.24.3. Service loop(s) shall be left in the Data Tail Cables to provide seismic isolation of the racks from the backboard and cable trays.
- 5.24.4. Data Tail Cables shall be supported in a manner consistent with seismic survivability, including slack.

## **Information Technology Governance Specification**

5.24.5. In the event of Move, Add or Change (MAC) work an MDF/MC / IDF/IC will have the voice/Data Workstation wiring terminated to match previously installed cabling. The design and layout of the Patching system shall be pre-approved by KCIT Production Operations Infrastructure Manager or delegate.

5.24.6. Each termination shall be uniquely labeled in accordance with the labeling scheme proposed for the building and ANSI/TIA/EIA-606-A.

### **5.25. Power Requirements**

5.25.1. Power system designs for Telecommunications spaces shall be pre-approved by KCIT Production Operations Infrastructure Manager or delegate.

5.25.2. Electrical service for the racks shall be from panels that are separate from any large electrical loads, such as elevator or HVAC motors.

5.25.3. Circuits shall be terminated above the racks and shall be of the dedicated and isolated ground types. The circuit receptacles shall not interfere with the routing of cables or fiber in the cable or fiber trays.

5.25.4. Grid Redundancy principle is to be followed in the design of the power systems. This principle dictates two separate power sources connected to each device. Where the loss of any component or source of power is not a single point of failure. This can be satisfied by supplying normal utility power to one side and the other side is supplied from a UPS system that is backed by an automatic generator to provide power in the event of normal utility power failure.

5.25.5. There shall be a minimum of two (2) non-switched, dedicated, 120 VAC, 20 Amp branch circuits, with 4-plex outlets (5-20R) for utility use within the Telecommunications area.

5.25.6. There shall be a minimum of two (2) non-switched, dedicated, 120 VAC, 20 Amp branch circuits with 4-plex 20 Amp outlets (5-20R) installed near the backboard. These receptacles shall be connected to support the Grid Redundancy principle stated elsewhere in this document.

5.25.7. These outlets shall be located near each end of the backboard and no more than 8 feet apart.

5.25.8. In the case of backboards exceeding 8 feet in length additional 4-plex 20 Amp outlets (5-20R) will be required.

5.25.9. Two (2) 208 VAC, 30 Amp dedicated branch circuits (L6-30R), shall be installed above each cabinet or rack located in the MDF/IDF. These receptacles shall be connected to support the Grid Redundancy principle stated elsewhere in this document.

5.25.10. Power outlets shall be located no closer than twelve inches (12") from

## **Information Technology Governance Specification**

any copper telecommunications cable or termination.

- 5.25.11. Installations may have specific individual requirements that supersede those above as pre-approved by KCIT Production Operations Infrastructure Manager or delegate.

### **5.26. Air Conditioning Requirements**

- 5.26.1. Air conditioning for the Large Site MDF/IDFs shall be supplied from units that are physically or logically separate from the general building HVAC.
- 5.26.2. The HVAC requirements of the MDF shall be pre-approved by KCIT Production Operations Infrastructure Manager or delegate for each individual room.
- 5.26.3. The HVAC requirements of the IDF shall be pre-approved by KCIT Production Operations Infrastructure Manager or delegate for each individual room.
- 5.26.4. The HVAC systems for Large Site MDF/IDF room(s) shall be required to operate 7 x 24 x 365.
- 5.26.5. Relative humidity shall be between 45% and 51%. The recommended set-point is 48%, +/- 3%, with hi/lo alarms set at 20% and 70% respectively.
- 5.26.6. The temperature shall be between 64 and 75 degrees Fahrenheit (18-24 Celsius) year round.

### **6. EXCEPTIONS:**

- 6.16. Any Organization seeking an exception to this specification must follow the Information Technology Policy and Standards Exception Request Process using the Policy and Standards Exception Request form. This form can be found on the Office of Information Resource Management policies and procedures Web page at <http://kcweb.kingcounty.gov/oirm/policies.aspx>.

### **7. RESPONSIBILITIES:**

- 7.1. KCIT Production Operations Infrastructure Manager or delegate shall be the approval authority for the layout of the MDF/IDF room(s) in relation to Data/Telecommunication layouts and backboard elevations.
- 7.2. KCIT Production Operations Infrastructure Manager or delegate shall be the approval authority for the riser core plan where required.
- 7.3. KCIT Production Operations Infrastructure Manager or delegate shall be the approval authority for the submittals of all materials used in the cable plant installation.
- 7.4. KCIT Production Operations Infrastructure Manager or delegate shall be the approval authority for the electrical and HVAC designs for the MDF/IDF room(s).
- 7.5. The Chief Information Officer (CIO) is the approval authority for the Physical Infrastructure Standard.
- 7.6. KCIT Production Operations Infrastructure Manager or delegate is the steward of the Network infrastructure and is responsible for providing all transport services across the KC WAN. As such, KCIT Production Operations Infrastructure Manager

## Information Technology Governance Specification

- or delegate will become the owners of this Physical Infrastructure Specification.
- 7.7. KCIT Production Operations is responsible for the operations and maintenance of all Network Infrastructure Equipment connected to the King County Enterprise Network. KCIT Production Operations is not responsible for Network Infrastructure Equipment that operates solely within a department and that KCIT Production Operations has previously determined neither connects to, nor affects the operation of the County Enterprise Network.
  - 7.8. KCIT Production Operations is responsible for protecting the integrity of the County Enterprise Network. To meet this responsibility KCIT Production Operations shall ensure compliance with the terms detailed in the Physical Infrastructure Standard.
  - 7.9. KCIT Production Operations is responsible for the security of the County Enterprise Network. Policies, standards, guidelines, and associated oversight relating to Network security are established and maintained by the Chief Information Security and Privacy Officer (CISPO). Managers in charge of information technology within each Organization or IT Service Delivery Managers are responsible for ensuring that devices, systems and applications under their control are in compliance with the Physical Infrastructure Standard.
  - 7.10. King County departments/agencies are responsible for informing their employees of this policy.
  - 7.11. The Physical Infrastructure Standard and Physical Infrastructure Specification will be reviewed annually, or as needed, by KCIT Production Operations.

### 8. STANDARDS GUIDELINES:

- 8.1. When vacating a leased space, the cabling and equipment disposal is dependent upon the Facilities Management Division's (FMD) lease agreement. King County policy dictates that the county may not gift to private enterprise. Please consult FMD about their agreement on the disposal or removal of equipment.



# King County

## Department of Adult and Juvenile Detention

KCCF 500 5<sup>th</sup> Ave Seattle, WA 98104

CCD 500 5<sup>th</sup> Ave Seattle, WA 98104

RJC 620 West James St. Kent, WA 98032

Youth Services 1211 E. Alder St. Seattle, WA 98122

## Attachment 2

### FOR OFFICE USE ONLY

☐ KCCF ☐ CCD ☐ RJC ☐ JUV

CIU ROUTE TO \_\_\_\_\_  
Staff Name

## Authorization for Criminal History Reference Check

As part of the review process for all persons seeking access into the Department of Adult and Juvenile Detention (DAJD) facilities, a criminal history reference check is required. Your signature authorizes DAJD to conduct a criminal history reference check and annual reviews, if applicable. This information is kept strictly confidential within our agency.

**IMPORTANT: You are required to submit a CLEAR PHOTOCOPY or SCANNED COPY of your photo ID with this application (current and valid state ID, state issued driver's license, visa, passport or U.S. Government issued ID).**

Name: \_\_\_\_\_ AKA/Maiden/Prior: \_\_\_\_\_  
Last First Full Middle Name

Address: \_\_\_\_\_  
Street City State Apt Zip Code

Home Phone: ( ) - Cell Phone: ( ) - Work Phone: ( ) -

Email Address: \_\_\_\_\_

Driver's License: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Place of Birth: \_\_\_\_\_  
City State Country

Gender: ☐ M ☐ F Race: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Eyes: \_\_\_\_\_ Hair: \_\_\_\_\_

Company/Agency/Organization: \_\_\_\_\_ Applicant Job Title: \_\_\_\_\_  
If Applicable If Applicable

Supervisor Name: \_\_\_\_\_ Supervisor Phone: ( ) -  
If Applicable If Applicable

Purpose for facility access request: \_\_\_\_\_

Requested Access Dates: ☐ One-Time-Only on \_\_\_\_/\_\_\_\_/\_\_\_\_ (or)  
Date if Known  
☐ Ongoing, starting on \_\_\_\_/\_\_\_\_/\_\_\_\_ and ending on \_\_\_\_/\_\_\_\_/\_\_\_\_  
Date if Known Date if Known

Applicant Emergency Contact: \_\_\_\_\_ ( ) -  
Name Relationship Area Code + Phone Number

### OFFICE USE ONLY BELOW THIS LINE

**Applicant Continue to Page Two→**

Access Type: ☐ Adult ☐ Juvenile ☐ Window Visit ☐ Annual Warrant Check ☐ Tour ☐ Visit ☐ Vendor/Trades

\_\_\_\_ SEA/KING \_\_\_\_ Interstate Identification Index (III) \_\_\_\_ WACIC/NCIC \_\_\_\_ AOC \_\_\_\_ DOL Abstract \_\_\_\_ WA Courts

If **DENIED** provide SID/FBI# \_\_\_\_\_ and/or CASE/CAUSE#(s) \_\_\_\_\_  
CASE/CAUSE#(s) \_\_\_\_\_

CIU Comments \_\_\_\_\_

☐ **CLEARED** ☐ **DENIED** CHRC Completed by \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

DAJD Supervisor \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Applicant:** Please answer the following questions completely and accurately. **Exclude** non-criminal traffic and parking violations. Please indicate if you require assistance in having this document translated into another language.  
Requested language \_\_\_\_\_.

**Please note:** Arrests or convictions will not necessarily result in denied access into secure detention, nor will association with a current or former inmate. **However**, withholding relevant information **will** result in your access being denied. This background process may uncover items that have been *sealed, dismissed, stricken or expunged from your record*. Failure to disclose these events and your entire history may result in your access being denied. **If you answer "yes" to any of the following questions, please include a detailed explanation on a separate sheet of paper.**

If you are completing this application for an annual warrant check, please disclose all past criminal history, even if it was previously disclosed on a prior application. **If you answer "yes" to any of the following questions, please include a detailed explanation on a separate sheet of paper.**

1.	In the last two years have you been cited, arrested, charged or convicted of <u>any</u> crime? Non-criminal traffic and parking violations do NOT need to be included.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.	Have you ever been convicted of a felony?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.	Have you <b><u>ever</u></b> been found to have sexually assaulted, physically abused or exploited any child, vulnerable adult and/or developmentally disabled person by a:		
	a) court of law in a dependency action relating to a dependency of a child, etc.?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	b) court of law in a domestic relations proceeding related to the abuse of children, adult or dependent person?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	c) professional disciplinary board and/or the Department of Licensing?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.	Have you <b><u>ever</u></b> been denied a license to care for children or adults, and/or had a license to care for children and/or vulnerable adults suspended or revoked?, Have you had your name placed on a child, vulnerable adult or sex abuse registry in this <b>or</b> any other country?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.	Are you now or have you <b><u>ever</u></b> been supervised by any court, Department of Corrections, or probation/parole office? Please include all federal, state, county, and/or city supervision.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.	Have you <b><u>ever</u></b> had a No-Contact, Protection, or Anti-Harassment Order served against you?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.	Have you <b><u>ever</u></b> been investigated, disciplined, terminated for or found to have brought illegal contraband into a correctional facility?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.	In the last five years, have close personal friend or relatives, been an inmate in any correctional institution or community corrections programs (probation, work release, CCAP, day reporting center, etc.)? Please list the relationship, institution and the person's full name.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.	Have you <b><u>ever</u></b> failed a previous background investigation or security clearance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.	Have you <b><u>ever</u></b> engaged in any sexual activity in a prison, jail, lockup, community confinement facility, juvenile facility, school, community-based organization, youth summer camp, or any other institution?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

***I hereby authorize DAJD to conduct a criminal history reference check.***

- I understand it is my responsibility to contact DAJD Administration, prior to returning to the facility, if I am detained, cited, arrested, charged, or convicted of a crime, or involved with a No-Contact, Protection, or Anti-Harassment Order not previously disclosed.***
- I understand that all information obtained as a result of any and all phases of the DAJD background investigation process will be held strictly confidential, that the background investigation file is closed to me, and that I may not be provided a specific reason why I am disqualified from further consideration.***
- I understand that if involvement in criminal activity is suspected or discovered, information may be released to appropriate law enforcement agencies.***
- I certify that all of the answers and statements made on this form are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I understand that any misstatements of material facts or omissions may subject me to disqualification or denial.***

Print Applicant Name: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_



# King County

## Department of Adult and Juvenile Detention

KCCF 500 5<sup>th</sup> Ave Seattle, WA 98104

CCD 500 5<sup>th</sup> Ave Seattle, WA 98104

RJC 620 West James St. Kent, WA 98032

Youth Services 1211 E. Alder St. Seattle, WA 98122

## WAIVER AND AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

I hereby authorize you to furnish the King County Department of Adult and Juvenile Detention with any and all information that you may have concerning my work record, my reputation and my arrest history. Information of a confidential and privileged nature may be included. Your reply will be used to assist the department in determining my qualifications, suitability and fitness for interacting with inmates and detainees, including at-risk youth, and access to the King County Adult and Juvenile Detention secure facilities.

I understand my rights under Title 5, United States Code, Section 552a, the Privacy Act of 1974, and hereby waive those rights with the understanding that all information furnished will be used by the Department of Adult and Juvenile Detention for the purposes of ensuring client well-being and detention safety and security only, unless information provided reveals current criminal activity.

I hereby release you and your organization from any liability or damage that may result from furnishing the information requested.

This waiver and authorization is no longer valid immediately upon termination of my employment, position, or access to DAJD secure facilities, whichever comes first.

Note: A photocopy of this request shall be for all intents and purposes as valid as the original.

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**Signature**

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**Print Full Name**

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**Date**