King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
Seattle, WA 98104

206-263-9400
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

VENDOR:
CRESSY DOOR CO., INC
OVERHEAD DOOR CO OF SEATTLE
1220 W NICKERSON ST
SEATTLE,WA 98119-1325

SHIP TO
KC DEPARTMENT OF EXEC SERVICES
PROCUREMENT-GOODS & SERVICES
401 5TH AVE, CNK-ES0340
SEATTLE,WA 98104
United States

BILL TO
KC DEPT OF EXECUTIVE SERVICES
ACCOUNTS PAYABLE, 3RD FLOOR
401 5TH AVE, CNK-ES0320
SEATTLE,WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
480418	0	1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.

CREATION DATE	BUYER
01-JUL-10	M,Schumacher
DATE OF REVISION	BUYER

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	7096	1%20days/Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE: (206) 632-0533

REQUESTOR / DELIVER TO:

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	FURNISH OVERHEAD DOOR MAINTENANCE AND REPLACEMENT DOORS, LIFT MECHANISMS AND RELATED PARTS AS REQUESTED BY AUTHORIZED KING COUNTY AGENCIES DEPARTMENTS AND DIVISIONS DURING THE PERIOD JULY 1, 2010 THROUGH JUNE 30, 2015 IN ACCORDANCE WITH ITB 1115-10-MZS AND RESPONDING BID OF CRESSY DOOR COMPANY, THE SECONDARY CONTRACTOR, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. THIS IS NOT THE AUTHORITY FOR ORDERING SPECIFIC GOODS AND SERVICES. INDIVIDUAL STANDARD PURCHASE ORDERS, WITH UNIQUE PURCHASE ORDER NUMBERS, REFERENCING THIS CONTRACT, WILL BE ISSUED THAT PROVIDE THE AUTHORITY FOR ORDERING. ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER, AND NOT THE CONTRACT AGREEMENT NUMBER, TO AVOID DELAY IN PAYMENT. Purchase Agreement Effective From: 01-JUL-10 To: 30-JUN-15	Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:
This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

Authorized signature

PURCHASE ORDER
GENERAL TERMS AND CONDITIONS

Compliance: By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

Acceptance/Changes: All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

Inspections: By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

Change Orders: Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

Cancellation: The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

Invoices: Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

Shipping Instructions: All shipments must contain a packing slip. Unless other wise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

Warranty: The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee give by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

Certification Regarding Debarment, Suspension and Other Responsibility Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.

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Invitation to Bid

King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADVERTISED DATE: APRIL 29, 2010

Invitation to Bid (ITB) Title: Overhead Doors Maintenance and Replacement Doors, Lift Mechanisms and Related Parts

ITB Number: 1115-10-MZS

Due Date: ~~May 27, 2010 - 2:00 p.m.~~ JUNE 1, 2010 - 2 pm (ADDENDUM #1)

Buyer: Mary Schumacher, mary.schumacher@kingcounty.gov, 206-263-9305

Term Service Requirement

Furnish Overhead Doors Maintenance and Repair, including Replacement Doors, Lift Mechanisms and Related Parts in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: $ 155,152 80
(see Subsection 7.6)

PRE-BID CONFERENCE	Sealed Bids are hereby solicited and will **only** be received by:
See Attachment A for the Pre-Bid conference schedule	King County Procurement Services Section Chinook Building, 3rd Floor 401 Fifth Avenue Seattle, WA 98104 Office Hours: 8:00 a.m. – 5:00 p.m. Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that **Addenda numbered** 1 **to** 2 have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name CRESSY DOOR COMPANY, INC		
Address P.O. BOX 55549		City/State /Postal Code SHORELINE, WA 98155
Signature Bruno Raes	Print name and title BRUNO RAES - GENERAL MANAGER	
Email BRUNO@CRESSYDOOR.COM JOHN@CRESSYDOOR.COM	Phone (206) 632-0533	Fax (206) 632-1314
SCS/DBE Certification Number		

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

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SECTION 1 Instruction To Bidders

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1.1 Introduction

The purpose of this Invitation to Bid is to establish a contract to provide goods or services on an as-needed basis. Any quantities listed herein are for bidding purposes only and represent King County's estimated annual requirements. The County will be neither obligated nor restricted to the quantities or locations indicated.

1.2 Bid Submittal Procedure

The **original and two (2) copies** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

1.3 Electronic Commerce and Correspondence

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at http://www.kingcounty.gov/procurement Current bidding opportunities and information are available by accessing the "**Solicitations**" tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting proposals, and later, any final award determination.

Full information on vendor registration is available at the website.

INVITATION TO BID
Addendum # 1

King County

Department Of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

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ADDENDUM DATE: May 21, 2010

ITB Title: Overhead Doors Maintenance and Replacement Doors, Lift Mechanisms and Related Parts

ITB Number: 1115-10-MZS

Revised Due Date/Time: June 1, 2010 – 2:00 P.M.

Buyer: Mary Schumacher, mary.schumacher@kingcounty.gov, 206-263-9305

This addendum is issued to revise Invitation to Bid 1115-10-MZS, advertised April 29, 2010 as follows:

1. **Change** the bid opening date from Thursday May 27, 2010 at 2:00 p.m. to Tuesday June 1, 2010 at 2:00 p.m.

2. **Replace** in its entirety the first paragraph of Subsection 4.2 Contract Term with the following:

   The term of this Contract will be five (5) years, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

3. **Replace** in its entirety the first paragraph of Subsection 4.4.A Price Revisions - Services with the following:

   Prices shall remain firm for the duration of the Contract period. The Contractor may request price changes, and shall supply documentation satisfactory to King County such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). Reasonable price changes based on market conditions and price/cost analysis may be approved by King County.

4. 6.2.A **Delete** all references to "Seattle time" and **Replace** with "**Pacific Standard Time**" (6.2.A, 6.2.A.1 and 6.2.A.1.a)

5. **Replace** the last row of the table in Subsection 6.3.A.1 **FMD Outlying Buildings** with the following:

Location	Contact	Description / Type of Door	Door Mfgr. / Brand	Lift Mfgr. / Brand	No. Doors
Elections Earlington Facility 919 S Grady Way Renton, WA 98057	Spencer Buffington 206-296-0116	Roll up	Unknown	Unknown	2

This Invitation to Bid Addendum will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

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6. Replace the table in 6.3.B **KCIA** in its entirety with the following:

Location	Description / Type of Door	Door Mfgr. / Brand	Description / Type of Lift	Lift Mfgr. / Brand	No. Doors
Maintenance Shop 6518 Ellis Ave S Seattle, WA	Roll up Door	Raynor	Electric operator	PowerMaster	2
		Northwest Door	Electric operator	Link Controls	2
		Kinnear Mfg.	Electric operator	John Green Corp. – Crawford label	2
		Kinnear Mfg.*	Electric operator	Unknown	1
		***Note**: This door is not part of KCIA's Semi-annual Preventative Maintenance schedule.			
ARFF Station 8190 E Marginal Way S Seattle, WA	Glass Panel Roll up Door	Raynor	Electric operator	PowerMaster	2
Guardian 1 Bldg. 8600 Perimeter RD S Seattle, WA	Horizontal Bi-fold Door** ****Note:** One (1) door includes a man door which is included in the requirements of this specification.	Hi-Fold Corp.	Electric operator	Hi Lift	2
Hangar 5 Bldg. 7585 Perimeter RD S Seattle, WA	Multi-panel sliding door	Bryne Door Co.	Hydraulic	Hi Lift	3

7. **Replace** the table in 6.3.E.1 **Transit - Atlantic Base** in its entirety with the following:

Location	Description / Type of Door	Door Mfgr. / Brand	Lift Type (Power or Manual)	No. Doors
AB1 – Body Shop	Roll-up	R&S Overhead Garage Door, Inc.	Power	1
AB2	Roll-up	Atlas Overhead Doors	Power	1
AB3	Roll-up	Atlas Overhead Doors	Power	1

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Location	Description / Type of Door	Door Mfgr. / Brand	Lift Type (Power or Manual)	No. Doors
AB4	Roll-up	Atlas Overhead Doors	Power	1
AB5	Roll-up	Atlas Overhead Doors	Power	1
AB6 - Inspection	Roll-up	Atlas Overhead Doors	Power	1
AB7- Inspection	Roll-up	Atlas Overhead Doors	Power	1
AB8- Inspection	Roll-up	Atlas Overhead Doors	Power	1
AB9- Inspection	Roll-up	R&S Overhead Garage Door	Power	1
AB10	Roll-up	R&S Overhead Garage Door	Power	1
AB11	Roll-up	R&S Overhead Garage Door	Power	1
AB12	Roll-up	Pacific	Power	1
AB13	Roll-up	R&S Overhead Garage Door	Power	1
AB14	Roll-up	Pacific	Power	1
AB15 – Electronic Shop	Roll-up	Atlas Overhead Doors	Power	1
AB16 – Brake Shop	Roll-up	Atlas Overhead Doors	Power	1
AB17 – Steam Clean Rm	Roll-up	R&S Overhead Garage Door	Power	1
AB18 – Tire Shop	Roll-up	R&S Overhead Garage Door	Power	1
AB19 – Paint Shop	Roll-up	Atlas Overhead Doors	Power	1
AB20 – Unit Sotrage Dock	Roll-up	Atlas Overhead Doors	Power	1
AB21 – Stores Receiving Dock	Roll-up	Atlas Overhead Doors	Power	1
AB22 – Stores to Unit Storage	Roll-up	Atlas Overhead Doors	Power	1

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Location	Description / Type of Door	Door Mfgr. / Brand	Lift Type (Power or Manual)	No. Doors
AB23 – Brake Shop to Corridor	Roll-up	Atlas Overhead Doors	Power	1
AB24 – Paint Shop to Body Shop	Roll-up	Overhead Door	Power	1
AB25 – Machine Shop to Corridor	Roll-up	Atlas Overhead Doors	Power	1
AB26 – Steam Clean Rm to Corridor	Roll-up	Atlas Overhead Doors	Power	1
AB27 – Fuel Lane 1 (South end; East DR)	Roll-up	R&S Overhead Garage Door	Power	1
AB28 – Fuel Lane 2 (South end; West DR)	Roll-up	R&S Overhead Garage Door	Power	1
AB29– Wash Lane 1 (North end; East DR)	Roll-up	Atlas Overhead Doors	Power	1
AB30 – Wash Lane 1 (North end; West DR)	Roll-up	Atlas Overhead Doors	Power	1
Atlantic Base Tire Shop				
TS 1 N	Curtain	The Cookson Company, Inc.	The Cookson Company, Inc.	1
TS 1S	Curtain	The Cookson Company, Inc.	The Cookson Company, Inc.	1
TS alcove	Curtain	The Cookson Company, Inc.	Mechanical	1
Millwright Shop	Curtain	The Cookson Company, Inc.	The Cookson Company, Inc.	1

8. **Replace** the table in 6.3.E.3 **Transit Central Base Maintenance** in its entirety with the following:

Location	Description / Type of Door	Manufacturer / Brand	No. Doors
Bays 2, 3, 4, 6, 7, 8, 9, 10 and 11	Large Roll-up	The Cookson Company, Inc.	9

Location	Description / Type of Door	Manufacturer / Brand	No. Doors
Bays 1, 5 and 12	Large Roll-up	R&S Overhead Garage Door, Inc.	3
Wash Building	Large Roll-up	Atlas Overhead Doors	4
Steam Room	Large Vinyl Roll-up	Rytec	2
Steam Bay – West	Small Roll-up	Atlas Overhead Doors	1
Steam Bay – North	Small Sectional	Raynor	1
Steam Room – Fire Door	Unknown	Cookson	1
Revenue Processing	Large Roll-up	Unknown (operator is R & S)	1
Body Shop to VM Shop	Small Roll-up	Atlas Overhead Doors	1
Stores Receiving	Small Roll-up	R&S Overhead Garage Door, Inc.	1
Fuel Building	Small Roll-up	Atlas Overhead Doors	1
Elevator Shaft Door	Small Roll-up	Atlas Overhead Doors	1

9. Subsection 6.3.E.4 **Transit CSC** Row 5 of the table, **Replace** the "Description / Type of Door" with the following:

   "Roll-up Model **Unknown**"

10. **Replace** 6.3.E.6 **Transit North Base** in its entirety with the following:

Location	Description / Type of Door	Manufacturer / Brand	No. Doors
Bay 1 East – Inspection	Panel / Sectional door	Raynor Doors	1
Bay 1 West – Inspection	Panel / Sectional door	Raynor Doors	1
Bay 2 East – Inspection	Panel / Sectional door	Raynor Doors	1
Bay 2 West – Inspection	Panel / Sectional door	Raynor Doors	1
Bay 3 East – Inspection	Panel / Sectional door	Raynor Doors	1
Bay 3 West – Inspection	Panel / Sectional door	Raynor Doors	1
Bay 4 East – Inspection	Panel / Sectional door	Raynor Doors	1
Bay 4 West – Inspection	Panel / Sectional door	Raynor Doors	1
Bay 5 East	Panel / Sectional door	Raynor Doors	1
Bay 5 West	Panel / Sectional door	Raynor Doors	1

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Location	Description / Type of Door	Manufacturer / Brand	No. Doors
Bay 6 East	Panel / Sectional door	Raynor Doors	1
Bay 6 West	Panel / Sectional door	Raynor Doors	1
Bay 7 East	Panel / Sectional door	Raynor Doors	1
Bay 8 East	Panel / Sectional door	Raynor Doors	1
Bay 9 East	Panel / Sectional door	Raynor Doors	1
Bay 10 East	Panel / Sectional door	Raynor Doors	1
Bay 11 East	Panel / Sectional door	Raynor Doors	1
Bay 12 East	Panel / Sectional door	Raynor Doors	1
Bay 13 East – Steam Clean RM	Panel / Sectional door	Raynor Doors	1
Bay 13 West – Steam Clean RM	Panel / Sectional door	Raynor Doors	1
Bay 14 East – Brake Shop	Panel / Sectional door	Raynor Doors	1
Bay 14 West – Brake Shop	Panel / Sectional door	Raynor Doors	1
Bay 15 East – Tire Shop	Panel / Sectional door	Raynor Doors	1
Bay 15 West – Tire Shop	Panel / Sectional door	Raynor Doors	1
Bay 15A – Facilities	Panel / Sectional door	Raynor Doors	1
Bay 16 - Body Repair (Body E)	Panel / Sectional door	Raynor Doors	1
Bay 17 – Paint Prep (Body E)	Panel / Sectional door	Raynor Doors	1
Bay 18 – Paint Booth (Body W)	Roll up Steel Curtain/slat (Fire Door)	Raynor Doors	1
Body Shop	Panel / Sectional door	Raynor Doors	1
Parts Receiving Dock	Panel / Sectional door	Raynor Doors	1
Parts Receiving Dock	Roll up Steel Curtain/slat (Fire Door)	Raynor Doors	1
Unit Storage to corridor	Roll up Steel Curtain/slat (Fire Door)	Raynor Doors	1
Upholstery Shop	Panel / Sectional door	Raynor Doors	1
Parking Garage Equipment RM	Roll-up	Raynor Doors	1

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Location	Description / Type of Door	Manufacturer / Brand	No. Doors
Parking Garage Air Comp. RM – to Wash Bay	Roll-up	Raynor Doors	1
Parking Garage South	Steel Curtain/slat	Raynor Doors	1
Parking Garage North	Steel Curtain/slat	Raynor Doors	1
Parking Garage Electrical South	Roll-up	Raynor Doors	1
Parking Garage Electrical Middle	Roll-up	Raynor Doors	1
Parking Garage Electrical North	Roll-up	Raynor Doors	1

11. **Replace** Subsection 6.3.E.7 **Transit NRV** contact information with the following:

Mike Maw
206-684-27**21**
1301 Airport Way S
Seattle, WA 98134

12. **Replace** 6.3.E.8 **Transit Ryerson Base** in its entirety with the following:

Location	Description / Type of Door	Door Mfgr. Brand	Lift Mfgr. / Brand	No. Doors
Door No. 1	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 2	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 3	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 4	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 5	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 6	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 7	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 8	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 9	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 10	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 11	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 12	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Wash NE	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Wash NC	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1

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Location	Description / Type of Door	Door Mfgr. Brand	Lift Mfgr. / Brand	No. Doors
Wash NW	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Wash SE	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Wash SC	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Wash SW	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Stores	Slat	Overhead Door Corp.	Lift Master	1
Tire shop	Slat	The Cookson Company, Inc.	Power Master	1
Stores storage SE	Open link	Atlas Overhead Doors	Door Corp	1
Stores storage NE	Open link	Atlas Overhead Doors	Door Corp	1

13. 6.6.C **Delete** all references to "Seattle time" and **Replace** with "**Pacific Standard Time**"

14. 6.7.D **Delete** all references to "Seattle time" and **Replace** with "**Pacific Standard Time**"

15. **Add** 6.7.D.5.d as follows:

    d. FMD

    (1) Elections Facility – Earlington Complex

    Contractor shall complete emergency repairs within one (1) hour of the County contacting the Contractor unless otherwise mutually agreed upon.

    (2) KCFF and MRJC

    Contractor shall complete emergency repairs within one (1) hour of the County contacting the Contractor unless otherwise mutually agreed upon.

16. **Replace 6.8.C** in its entirety with the following as follows:

    C. Replacement Parts

    The Contractor shall provide replacement parts for all County industrial overhead doors and electrical controls unless authorized in writing by the designated County representative. This will include, but is not limited to, springs, rollers, hinges, cables, door panels, electric door openers, cable drums, electric brakes and automatic motors.

    1. **Unless otherwise authorized in writing** by the designated County Representative, all replacement doors, lift mechanisms and parts shall be:

       a. To the specification of the original manufacturer or an approved equal to minimize depreciation and obsolescence and in order to protect the integrity of the door(s) and operating system(s).

       b. New and in perfect working condition.

       (1) Used, demonstration, rebuilt or remanufactured parts and equipment shall be unacceptable.

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(2) All items in the specifications shall be factory available; no aftermarket items will be accepted.

2. Contractor shall submit any proposed substitutions to the designated King County representative for written approval prior to use in the King County unit.

3. The replaced part shall remain the property of the County, unless the designated County representative requests in writing that the Contractor dispose of the replaced part.

17. **Delete** 6.17.B in its entirety.

18. **Add** Subsection 6.18 Parts and Supplies Catalogs and Published Manufacturer's Net Price Lists

6.18 Parts and Supplies Catalogs and Published Manufacturer's Net Price Lists

During the Contract term and at no additional cost to the County, the Contractor shall furnish all necessary catalogs, published price lists and/or the latest dated published manufacturer's net price lists for parts and supplies including replacement doors and lift mechanisms. Price lists can be in hard copy, disk or electronic format.

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19. **Add** Subsection 6.19 Other Related Items

6.19 Other Related Items

Any purchase order resulting from this ITB may be expanded to cover related items provided that such products are normally furnished by the Contractor. Contractor shall agree to provide related products using the same pricing structure as the items covered by this ITB in Subsection 7.6.

20. **Subsection 7.4, Add** the following paragraph after the line for providing the service facility telephone number:

The Contractor may attach a separate list of the location(s) of all their facilities including address, contact name(s), telephone number(s), and fax number(s) for each facility. The information for this item can be incorporated with the requirements in Subsection 7.3 above.

21. **Replace** Subsection 7.6 Pricing in its entirety with the attached Revised Subsection 7.6 Pricing.

All other terms and conditions shall remain the same.

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1.2 Pricing (Revised)

In the event of a discrepancy between the Manufacturer's Suggested List Price (MSLP) and the Extended Price, the MSLP will prevail. Estimated quantities are the County's anticipated requirements during the one (1) year Contract period. Estimated quantities do not constitute a guarantee of work and are used for bid evaluation purposes only. The prompt payment discount offered is separate from the discount percentage offered below. **To be considered responsive, Bidders shall bid on all schedules as directed.**

A. **Schedule 1 – Replacement Doors, Lift Mechanisms, Parts and Supplies**

Schedule 1 provides a representative list of the items to be purchased under this Contract. Other related items may also be purchased under this Contract—see Subsection 7.6.D Schedule 2. To be considered responsive. **Bids may be deemed non-responsive if Bidder fails to complete all of the fields listed below.**

Item No.	Est. Qty	UOM	Description	Unit Price	Extended Price
Parts					
1.	26	FT	Pneumatic Air Hose	$ 1.75	$ 45.50
2.	2	EA	Air switch - Pneumatic Air Box, Ext 3-wire	$ 45.00	$ 90.00
3.	2	EA	Air switch kit - plug, box, cover, cord grips, locknut, screw, clamp, Z-bracket, and spring, plate.	$ 52.00	$ 104.00
4.	3	EA	5L290 Drive belt	$ 12.00	$ 36.00
5.	5	EA	1" bearing - Standard Shaft Bearing 400 lb load	$ 4.50	$ 22.50
6.	48	FT	5/32" cable	$ 2.00	$ 96.00
7.	51	EA	Multipurpose Lube - 16 oz. Can	$ 10.00	$ 510.00
8.	26	EA	Spray Lube - 11 oz. Can	$ 10.00	$ 260.00
9.	1	EA	Grease - Loctite Superlube 14.1 oz or approved equal	$ 10.00	$ 10.00
10.	35	EA	Serrated Flange Nut 1/4" - Zinc Plated 1/4-20	$ .13	$ 4.55
11.	2	EA	Thru-beam Photo Eyes - Long Distance	$ 255.00	$ 510.00
12.	1	EA	Small Take Up Reel Cord Reel 2-wire 20'	$ 40.00	$ 40.00

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Item No.	Est. Qty	UOM	Description	Unit Price	Extended Price
13.	1	EA	Large Take Up Reel - Cord Reel 3-wire 30'	$ 100.00	$ 100.00
14.	14	EA	2" Long Stem Roller, 2" 10 Ball 7" Stem	$ 6.50	$ 91.00
15.	2	EA	3" Long Stem Roller, 3" 10 Ball 7" Stem	$ 7.50	$ 15.00
16.	52	FT	R & S Slat #25 - Large Flat Slat 2-1/2" Non-Insl 22-gauge	$ 3.75	$ 195.00
17.	91	FT	Raynor Slat LC - Large Curved Slat 2-3/4" non-Insl 22-gauge	$ 3.75	$ 341.25
18.	12	FT	2" Angle Mount Track	$ 12.00	$ 144.00
19.	1	EA	Transformer Multi tap 115/208/230/24V 40 VA	$ 50.00	$ 50.00
20.	**2**	**EA**	**Spring, 0.393 wire size x 5 ¼" x 63" LHW**	$ 392.00	$ 784.00
21.	**2**	**EA**	**Spring, 0.393 wire size x 5 ¼" x 63" RHW**	$ 392.00	$ 784.00
22.	**2**	**EA**	**Spring, 0.312 wire size x 3 ¾" x 63" LHW**	$ 204.00	$ 408.00
23.	**2**	**EA**	**Spring, 0.312 wire size x 3 ¾" x 63" RHW**	$ 204.00	$ 408.00
Replacement Lift Motors					
24.	1	EA	A.O. Smith Electrical Products - ½ HP; 1725 RPM; 115/230 V; 1 phase **motor**	$ 188.00	$ 188.00
25.	1	EA	A.O. Smith Electrical Products - ½ HP RPM 1725/1425. 208-230/460 Volts; 3 phases **motor**	$ 244.00	$ 244.00
26.	1	EA	A.O. Smith Electrical Products - ½ HP; 1725 RPM; 115/230 V; 1 phase **motor**	$ 188.00	$ 188.00
Replacement Doors					
27.	1	EA	**Overhead Door Mfgr, Thermacore 599 Series Steel panel overhead door, 30' W x 16' H including, high –usage components, side mounted electric operator RDX/S, chain hoist, posi-tension drum and bottom sensing edge**	$ 11,293.00	$ 11,293.00
28.	1	EA	**Overhead Door Mfgr: Rolling Service Door, Series 620 Steel OH Door, 14' W x 14' H, with the following options: front of hood mounted electric operator RDB, between-jamb mounting, high-usage package, crank operator, high-wind load option and bottom-sensing edge**	$ 4,518.00	$ 4,518.00

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Item No.	Est. Qty	UOM	Description	Unit Price	Extended Price
29.	1	EA	**Overhead Door mfgr, Sectional Steel Door, Series 422, Steel OH Door, 14' W x 14' H, with the following options: insulated r-value of 7.35 or better, side mounted electric operator RMX with chain hoist, bottom-sensing edge, higher-cycle springs in 75K cycles, and tumbler keyed lock.**	$ 4,181.00	$ 4,181.00
				Schedule 1 Bid Total	$25,660.80

B. **Schedule 2 – Other Related Items**

The Markup Percentage offered for Other Related Items not specifically listed shall be consistent for all items purchased under this Contract. For bid evaluation purposes Bidders shall assume the Estimated Annual Usage for Other Related Items as listed in Schedule 2. Bidders shall state below the **Markup Percent** (if any) over the Contractor's cost offered on Other Related Items. The **Markup** is calculated by multiplying the Estimated Annual Usage quantity times the Markup Percentage (if any). If no Markup Percentage is offered, enter 0% in the appropriate space. To calculate the **Extended Total**, add the Markup to the Estimated Annual Usage. **Bids may be deemed non-responsive if Bidder fails to complete all of the fields listed below.**

Item #	Estimated Annual Usage	Description	% Markup	Markup	Extended Total
1.	$ 20,000.00	Related Parts and Supplies - less than a complete industrial - overhead door, and/or - less than a complete industrial overhead door **motor**	% 20%	$ 4,000.00	$ 24,000.00
2.	$ 15,000.00	Replacement industrial overhead roll up door (not including industrial overhead door **motor**).	% 20%	$ 3,000.00	$ 18,000.00

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Item #	Estimated Annual Usage	Description	% Markup	Markup	Extended Total
3.	$ 10,000.00	Replacement industrial overhead sectional door (not including industrial overhead door **motor**)	25% %	$ 2,500.00	$ 12,500.00
4.	$ 5,000.00	Replacement industrial overhead door other than roll up or sectional (not including industrial overhead door **motor**)	30% %	$ 1,500.00	$ 6,500.00
5.	$ 5,000.00	Replacement industrial overhead door **motor** (not including the industrial overhead door).	30% %	$ 1,500.00	$ 6,500.00
				Schedule 2 Total	$ 67,500.00

C. **Schedule 3 – Maintenance / Repair Service**

Schedule 3 provides labor rates for on-call maintenance and repair services unless otherwise specified in this document. For bid evaluation purposes Bidders shall assume the following estimated labor hours per year for maintenance/repair service. Travel time and mileage costs shall be included in the hourly Unit Price and are not otherwise reimbursable **for all maintenance/repair service calls within a 25 mile radius of 401 5th Ave, Seattle, WA 98104,** including travel time to obtain any necessary part(s) to complete the repair. Labor hours **and travel time** shall be billed in 15 minute increments. **Bids may be deemed non-responsive if Bidder fails to complete all of the fields listed below.**

Item #	Est. Qty	UOM	Description	Unit Price	Extended Price
1.	100	HR	Straight Time Maintenance / Repair Services during normal working hours (one person) (8:00 a.m. – 4:30 p.m. Monday - Friday)	$ 106.00	$ 10,600.00

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Item #	Est. Qty	UOM	Description	Unit Price	Extended Price
2.	10	HR	Straight Time Maintenance / Repair Services during normal working hours - Crew (two people) (8:00 a.m. – 4:30 p.m. Monday - Friday)	$ 208.00	$ 2,080.00
3.	20	HR	Overtime Maintenance / Repair Services (one person) (after 4:31 p.m. – 7:59 a.m. Monday – Friday **and** all day Sunday & Saturday, and Holidays)	$ 158.00	$ 3,160.00
4.	10	HR	Overtime Maintenance / Repair Services – Crew (two people) (after 4:31 p.m. – 7:59 a.m. Monday – Friday **and** all day Sunday & Saturday, and Holidays)	$ 316.00	$ 3,160.00
5.	**10**	**HR**	**Travel Time**	$ 97.00	$ 970.00
				Schedule 3 Total	$ 19,970.00

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D. **Schedule 4 – KCIA On-Call Maintenance / Repair Service**

Schedule 4 provides labor rates for on-call maintenance and repair services at the KCIA. For bid evaluation purposes Bidders shall assume the following estimated labor hours per year for maintenance/repair service. Travel time and mileage costs shall be included in the hourly Unit Price and are not otherwise reimbursable, including travel time to obtain any necessary part(s) to complete the repair. Labor hours will be billed in 15 minute increments. **Bids may be deemed non-responsive Bidder fails fail to complete <u>all</u> of the fields listed below.**

Item #	Est. Qty	UOM	Description	Unit Price	Extended Price
1.	10	HR	Straight Time Maintenance / Repair Services during normal working hours (one person) (8:00 a.m. – 4:30 p.m. Monday - Friday)	$ 106.00	$ 1,060.00
2.	10	HR	Straight Time Maintenance / Repair Services during normal working hours - Crew (two people) (8:00 a.m. – 4:30 p.m. Monday - Friday)	$ 208.00	$ 2,080.00

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Item #	Est. Qty	UOM	Description	Unit Price	Extended Price
3.	10	HR	Overtime Maintenance / Repair Services (one person) (after 4:31 p.m. – 7:59 a.m. Monday – Friday **and** all day Sunday & Saturday, and Holidays)	$ 158.00	$ 1,580.00
4.	10	HR	Overtime Maintenance / Repair Services – Crew (two people) (after 4:31 p.m. – 7:59 a.m. Monday – Friday **and** all day Sunday & Saturday, and Holidays)	$ 316.00	$ 3,160.00
				Schedule 4 Total	$ 7,880.00

E. **Schedule 5 – Preventive Maintenance Service**

For bid evaluation purposes Bidders shall assume the following estimated labor hours per year for repair service. Travel time and mileage costs shall be included in Unit Price and are not otherwise reimbursable including travel time to obtain any necessary part(s) to complete the repair. **Bids may be deemed non-responsive if Bidder fails to complete all of the fields listed below.**

Item#	Est. Qty	UOM	Description	Unit Cost	Cost Per Year
1	4	Quarterly	Roads – all locations	$ 2,464.00	$ 9,856.00
2	2	Semi-annually	KCIA – all locations	$ 839.00	$ 1,678.00
3	4	Quarterly	FMD – all locations	$ 3,974.00	$ 15,896.00
4	2	Semi-annually	Solid Waste – all locations	$ 3,356.00	$ 6,712.00
				Schedule 5 Total	$ 34,142.00

Total Bid Price (Schedules 1 + 2 +3 + 4 + 5) $ 155,152.80

(also enter on cover page)

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INVITATION TO BID
Addendum # 2

King County

Department Of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADDENDUM DATE: May 25, 2010

ITB Title: Overhead Doors Maintenance and Replacement Doors, Lift Mechanisms and Related Parts

ITB Number: 1115-10-MZS

Due Date/Time: **June 1, 2010 – 2:00 P.M.**

Buyer: Mary Schumacher, mary.schumacher@kingcounty.gov, 206-263-9305

This addendum is issued to revise Invitation to Bid 1115-10-MZS, advertised April 29, 2010 as follows:

1. The bid opening date shall remain the same, Tuesday June 1, 2010 at 2:00 p.m.

2. Change the description for Item numbers 27, 28 and 29 to read as follows:

Item No.	Description
Replacement Doors	
27.	Overhead Door Mfgr, Thermacore 599 Series Steel panel overhead door, 30' W x 16' H including, high –usage components, side mounted electric operator RDX/S, chain hoist, posi-tension drum and bottom sensing edge, **standard lift application.**
28.	Overhead Door Mfgr: Rolling Service Door, Series 620 Steel OH Door, 14' W x 14' H, with the following options: front of hood mounted electric operator RDB, between-jamb mounting, high-usage package, crank operator, high-wind load option and bottom-sensing edge, **standard lift application.**
29.	Overhead Door mfgr, Sectional Steel Door, Series 422, Steel OH Door, 14' W x 14' H, with the following options: insulated r-value of 7.35 or better, side mounted electric operator RMX with chain hoist, bottom-sensing edge, higher-cycle springs in 75K cycles, and tumbler keyed lock, **standard lift application.**

All other terms and conditions shall remain the same.

This Invitation to Bid Addendum will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

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1.4 Alterations to Document

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

1.5 Late Bids

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.6 Cancellation of ITB or Postponement of Bid Opening

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

1.7 Addenda

Bidder shall acknowledge receipt of all "Addenda" issued during the bid process. Failure to acknowledge receipt of all addenda may result in a bid being determined non-responsive.

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

1.8 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

1.9 Examination of Bid Documents

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB; and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the County. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

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1.11 Bid Withdrawal After Public Opening

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the county within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of 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.

1.12 Cost of Bid and Samples

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense.

1.13 Collusion

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

1.14 Bid Effective Date

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

1.15 Bid Price and Tax

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1.16 Protest Procedures

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures are available at http://www.kingcounty.gov/procurement/faq, Suppliers web page.

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SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the County.

The King County Contracting Opportunities Program is incorporated in this ITB. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Contractors and Suppliers (SCS).

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by the County without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

2.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Responsible

In determining the responsibility of the bidder, the County may consider:

- the ability, capacity and skill to perform the Contract or provide the service required (inspection of the bidder's facility may be required prior to award);
- the character, integrity, reputation, judgment and efficiency;
- financial resources to perform the Contract properly and within the times specified;
- the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;
- compliance with federal, state and local laws and ordinances relating to public contracts;
- other information having a bearing on the decision to award the Contract.

Failure of a bidder to be deemed responsible or responsive may result in the rejection of a bid.

2.3 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

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2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SCS firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program, or becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at http://www.kingcounty.gov/BDCC or contacting the Program office at 206-205- 3443.

2.5 Substitutions

When specific brands, materials, design, style or size are named, such specifications may be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use.

Where indicated, brands of equal quality, performance and use may be considered by the County, provided the Bidder submits with their bid the brand, model, product number and other data necessary for comparison. The County retains the sole right to accept or reject substitutions.

2.6 Forms Required Before Contract Award

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

- Equal Benefit Worksheet and Declaration Form
- Personnel Inventory Report*
- Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity*
- Statement of Compliance – Union or Employee Referral Agency Statement*
- Internal Revenue Service Form W-9 *
- 504/ADA Assurance of Compliance
- **Certificate of Insurance and Endorsement** * – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

*If not on file with the County

2.7 Rejection of Bids

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

2.8 Single Bid Receipt

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or 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

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such 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.

2.9 Public Disclosure of Bids

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 King 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 "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

2.10 Contract Award

Contract award, if any, will be made by the County to the low, responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award primary and secondary contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.

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SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

3.2 Contract Amendments

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to:

- Approval of replacements for discontinued items,
- Add items of like function, or similar in nature or purpose to the originally listed products
- The provision of ancillary services in response to minor changes in County needs
- Extend the contract to include optional terms

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

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3.4 Rejection of Goods Or Services

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

3.5 Re-procurement Costs

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

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The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.7 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

3.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other

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party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3.10 Indemnification and Hold Harmless

A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

B. The Contractor further agrees that it is responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

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E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.

F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.11 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3.12 Conflicts of Interest and Non-Competitive Practices

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided 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, or the making of any determination with respect to the performance of this Contract.

3.13 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final.

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Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manger. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

3.14 Maintenance of Records/Audits

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the State and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.

The Contractor agrees to cooperate with County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.56.

If the Contractor expended a total of $500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than $500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

3.15 Other Public Agency Orders

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

3.16 Environmental Purchasing Policy

Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

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The Bidder and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

3.17 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

3.18 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

3.19 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-263-9061.

3.20 Nondiscrimination and Equal Employment Program

During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements are incorporated herein by reference, and such requirements shall apply to this contract. Ref: KCC 12.16, 12.17, and 12.18

3.21 Equal Benefits To Employees With Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract is 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. 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.

When the contract is valued at $25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19) and related administrative rules are incorporated herein by reference. They are also available online at http://www.kingcounty.gov/procurement/forms, Equal Benefits web page.

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3.22 Non-Waiver of Breach

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

3.23 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

3.24 Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately $160,000.00. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

The initial term of this Contract will be one (1) year and may be extended for four (4) additional one year periods at the option of the County, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County. ADDENDUM #

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

4.3 Contract Administrative Fee

This contract is subject to an Administrative Fee (Fee), when used by other political subdivisions outside of King County's Departments, Divisions or Agencies. The Fee of ½ of 1% (.005) shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance with this contract. The Fee shall be paid by the contractor within six (6) weeks of the close of each quarter and remitted to King County Procurement and Contract Services Section and include a reference to this Contract Number. Submitted with the Fee shall be a quarterly sales report for the referenced contract showing the total sales to each governmental entity (excluding King County), for the previous ending quarter. The Fee shall not be invoiced to any contract user as an item on a sales invoice or by any other means.

4.4 Price Revisions

A. Services

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to King County such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). ADDENDUM #

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price reductions.

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B. Parts, Replacement Doors and Lift Mechanisms

Pricing for items ordered under this Contract shall be based on the discount or multiplier identified in the bid and the item's price in the current accepted catalog or price list.

Pricing shall be based on the original catalog or price list until the County has accepted a subsequent catalog or price list. The County may accept a new catalog or price list by using it to determine pricing in future orders. If the County determines the prices contained in new catalogs or price lists are not fair and reasonable, the County may re-bid or purchase the items through any other means available.

4.5 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County will reject requests for additional compensation for freight charges.

4.6 Packing Slips

Each delivery to the County shall have a packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of that requisition and identify the items not shipped and provide a projected completion date of the order.

If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment for each.

4.7 Use Report

The Contractor shall, if requested, submit to the Buyer a report of sales made to King County under this Contract. The report, in a format acceptable to King County, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, the item description, whether it's a Contract or non-Contract item, quantity, price and discount.

4.8 Warranty

The Contractor warrants that 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.

The bidder shall provide, upon request by the County, their standard warranty. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. King County may avail itself of the bidder or manufacturer's standard warranty if more beneficial to the County.

Conducting of tests or inspections, acceptance, or the processing of payment(s) by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty responsibility.

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor shall cooperate with the County in facilitating warranty related work by such suppliers, vendors, distributors and Subcontractors.

Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall

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perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.

4.9 Warranty Remedies

Whenever possible, the contractor shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

If at any time during the twelve (12) Month period immediately following acceptance of any work covered by this Contract, Contractor or the County discovers one or more material defects or errors in the work or any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, error or nonconformity.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect.

4.10 Pricing of Spare Parts

The County shall have the right to conduct a cost or Price Analysis on specific spare parts if pricing appears to be in excess of standard industry pricing for similar parts. Any difference shall be subject to negotiations to the satisfaction of the County. The County is not required to purchase spare parts under this contract if it can purchase the same item(s) from another source under terms that are more advantageous to the County.

4.11 Product Return

The County reserves the right to return standard products to the Contractor for full refund or credit when the Contractor is notified of the return within 30 days of the County's receipt of products.

The County further reserves the right to return products, parts and supplies determined to be surplus and no longer required by the County. Parts and supplies eligible for return to the Contractor shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. The County will advise the Contractor of its intention to return any parts and supplies. The Contractor has no obligation to accept such goods more than two (2) years after the County's receipt of said goods.

The Contractor shall, at the County's option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount King County.

This subsection does not apply to any merchandise made to order for the County.

4.12 Hazardous Chemical Communication

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall prepare, a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites and include the Chemical Abstract Service (CAS) numbers for every chemical that is listed in the

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MSDS. If the product is actually used diluted, the rate shall be so stated in the MSDS and the hazards and corresponding Personal protection, etc. also be listed. SARA Title 3 chemicals shall be listed with the percentage by weight of the total product. The MSDS shall include a statement as to the intended use of the product.

4.13 Disability Assurance Compliance (504/ADA)

The Contractor shall complete a 504/ADA Self Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 (ADA). The Contractor shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

4.14 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

4.15 Non-Disclosure Obligation

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

While performing the work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third (3rd) party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

4.16 Prevailing Wages

The Contractor, any subcontractor, or other persons performing under this contract shall comply with the requirements of Chapters 39.12 and 49.28 RCW, amendments thereto, and regulations issued thereunder, relating to Washington Department of Labor & Industries ("L&I") prevailing wage requirements and shall pay each employee an amount not less than the wage rate established therein. In the event of federal funding this contract may also be subject to the federal Department of Labor ("DOL") prevailing wage requirements. If employing labor in a class not listed in such schedules, the Contractor shall require the L&I Industrial Statistician to determine the correct wage rate for that class and locality. The Contractor shall provide a copy of the determination to King County. The Contractor shall be responsible for filing all forms and payment of all fees as required by L&I. The Contractor shall

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indemnify and hold King County harmless from any claims related to payment or non-payment of such wages by the Contractor.

Bidders shall examine and be familiar with such requirements as applicable to the contract. No claim for additional compensation will be allowed that is based upon lack of knowledge or error in interpretation of any such requirements by the Contractor or a failure to include in the bid price adequate adjustments in such wages during the performance of the contract. A copy of the most recent prevailing wage Washington State Prevailing Wage Schedule and a copy of the Benefit Code Key are attached (Attachments B and C respectively). Washington State Prevailing Wage Schedule and Benefit Code Key may also be found at http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp and, for federally funded contracts, the Davis Bacon Wage Rate Schedule at (http://www.access.gpo.gov/davisbacon .

SPECIAL NOTE: In the event a contract is subject to both Davis Bacon Wage Rates and State of Washington Prevailing Wage Rates, the higher of the wage rates and fringe benefit schedules shall apply.

Any questions regarding the state prevailing wage determination shall be addressed to:

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

4.17 Insurance Requirements

Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:

General Liability $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including products and completed operations, and for those policies with aggregate limits, a $2,000,000 aggregate limit;

Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage;

Workers' Compensation: Statutory requirements of the state of residency;

Employers Liability Stop Gap: $1,000,000.

Except for Workers Compensation, the county, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. **The County requires this Endorsement to complete the Contract.**

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SECTION 5 Federal Transit Administration (FTA) and State Requirements

This Contract shall be partially funded by the Federal Transit Administration (FTA). Neither the FTA nor the Federal Government shall be a party to any subagreement nor to any solicitations or request for proposals. This Contract shall be subject to regulations contained in 49 Code of Federal Regulations (CFR) Part 18 and the applicable grant agreement between the County and the FTA. The following provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation, whether expressly set forth in the following Contract provisions. All Contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference as are the requirements of the Master Agreement between King County and the U.S. Department of Transportation, including all "flow down" provisions to third party Contractors, Subcontractors and or suppliers. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

5.1 Changes in Federal laws, Regulations, Policies and Administrative Practices

New federal laws, regulations, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

Ref: FTA Master Agreement MA (10), 10-1-2003, Section 2(c).

5.2 Federal Changes

The Contractor agrees to comply with all applicable FTA regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to comply shall constitute a material breach of this Contract.

Ref: 49 CFR Part 18 and FTA Master Agreement MA (10), 10-1-2003, Section 2(c).

5.3 No Federal Government Obligations to Third Parties

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who shall be subject to its provisions.

Ref: FTA Master Agreement MA (10), 10-1-2003, Section 2(f).

5.4 Equal Employment Opportunity

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment,

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upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all Subcontracts, except Subcontracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Ref: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; Federal transit laws at 49 USC § 5332; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Part 1630; 41 CFR § 60-1.4.

5.5 Title VI Compliance

The Contractor shall comply with and shall ensure the compliance by all Subcontractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the federal Department of Transportation, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21, (hereinafter "Regulations") as they may be amended from time to time. The Federal Government and or the County has a right to seek judicial enforcement with regard to any matter arising under Title IV of the Civil Rights Act and implementing regulations.

Ref: 49 CFR Part 21.19.

During the performance of this Contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

A. Nondiscrimination—49 CFR Part 26. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation ("USDOT")— assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.

B. Prompt Payment. The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Contact no later than thirty (30) Days from the receipt of each payment the Contractor receives from the County. The Contractor agrees further to return retainage payments to each Subcontractor within thirty (30) Days after the Subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced period may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE Subcontractors.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

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D. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, King County shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

2. Cancellation, termination, or suspension of the contract, in whole or in part.

E. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs A through D in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

F. Contractor's List. Contractor is requested to submit the name, address, DBE/Non-DBE status, annual gross receipts, and age of all Subcontractors and suppliers bidding or quoting on DOT-assisted projects. **Compliance with the requirement to report the Contractor's List information is a matter of responsibility**. Contractor is requested to submit the Contractor's List prior to Contract Work.

5.6 Disadvantaged Business Enterprise Requirements.

A. DBE Participation. The County has not established a DBE goal for this Contract. In accordance with this section, the County has an overall annual DBE goal of thirteen percent (13%) for FTA assisted projects. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor accurately DBE program compliance.

B. Reporting Requirement. The USDOT requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor DBE participation accurately and for reporting purposes.

C. DBE Eligibility. A DBE means a business certified as a DBE by the Washington State Office of Minority and Women's Business Enterprise (OMWBE).

D. DBE Listing. A Directory of DBE firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available online at the following website address: http://www.omwbe.wa.gov/directory/directory.htm Telephone the OMWBE at 360-753-9693. **All DBE firms must be certified by OMWBE.**

E. Counting DBE Participation. The County will count DBE participation toward its annual overall DBE goal as provided for in 49 CFR 26.55.

1. DBE Contractor. The County will only count the Work a DBE Contractor performs with its own forces as well as the Work performed by DBE Subcontractors with their own work forces.

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2. Joint Venture. When a DBE performs as a participant in a joint venture, King County will only count that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces.

3. Commercially Useful Function. The County will count expenditures to a DBE contractor only for DBEs who perform a commercially useful function on that contract.

   a. DBE performs a commercially useful function when it is responsible for execution of the Work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (if applicable) and paying for the material itself.

   b. DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds is passed in order to obtain the appearance of DBE participation.

      (1) A DBE does not perform a commercially useful function if it fails to exercise responsibility with its own work force for at least 30 percent of the total cost of its contract, or the DBE subcontracts a greater portion of the Work of a Contract than would be expected on the basis of normal industry practice for the type of Work involved.

4. Expenditures with DBEs. Expenditures with DBEs for materials or supplies shall be counted as provided in the following:

   a. **Manufacturer.** If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies towards the DBE goal. A manufacturer is a firm that operates or maintains 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.

   b. **Regular Dealer.** If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

      (1) To be a regular dealer a firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

   c. A Person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided in this Section (4)(b), if the Person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or of the cost of the materials and supplies themselves shall be counted.

      (1) Contract-by-contract basis.

      (2) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

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5. Purchases from a DBE. With respect to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and typical for the services rendered. No part of the cost of the materials and supplies themselves shall be counted.

5.7 Disadvantaged Business Enterprise and Other Small Business Participation

The County encourages Contractors to carry out the following steps to facilitate DBE and other small business participation, which may be either on a direct basis in response to this solicitation or as a Subcontractor to a bidder.

A. Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) DBE and other small businesses that have the capability to perform the Work of the Contract.

B. Select portions of the Work to be performed by Subcontractors to increase the likelihood that DBE and other small businesses' goals will be achieved

C. Provide interested Subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. Negotiate in good faith with interested DBEs and other small businesses.

E. Avoid rejecting DBEs and other small businesses as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to obtain DBE and other small business participation.

F. Make efforts to assist interested DBEs and other small businesses in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

G. Make efforts to assist interested DBEs and other small businesses in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively use the services of available minority/women community organizations, Contractors' groups, local, state, and Federal minority/women business assistance offices; Disadvantaged Business Enterprise and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs and other small businesses.

5.8 Labor Provisions - Non-Construction Contracts

A. Overtime Requirements

No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

Ref: 29 CFR § 5.5(b)(1).

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B. Violation: Liability for Unpaid Wages: Liquidated Damages

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of Work done under Contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten dollars ($10) for each Day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section.

Ref: 29 CFR § 5.5(b)(2).

C. Withholding for Unpaid Wages and Liquidated Damages

The Department of Transportation or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of Work performed by the Contractor or Subcontractor under any such Contract or any other federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as Provided in paragraph B of this section.

Ref: 29 CFR § 5.5(b)(3).

D. Payrolls and Basic Records

The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying or transcription by authorized representatives of the Department of Transportation and the Department of Labor, and the Contractor or Subcontractor shall permit such representatives to interview employees during working hours on the job.

Ref: 29 CFR § 5.5(c).

E. Subcontracts

The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through E of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs A through E of this section.

Ref: 29 CFR § 5.5(b)(4).

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5.9 Cargo Preference - Use of U.S. Flag Vessels

In the event that ocean shipment or international air transportation is required for any equipment, material or commodities pursuant to this Contract, the Contractor shall:

A. Utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage involved, computed separately for dry bulk carriers, dry cargo liners and tankers, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

B. Furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A of this section, to the County, through the prime Contractor in the case of Subcontractor bills-of-lading, and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.

C. Insert the substance of the provisions of this section in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Ref: 46 USC § 1241; 46 CFR Part 381.

5.10 Audit and Inspection of Records

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that the County, the Comptroller General of the United States or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all Work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed.

Ref: 49 USC § 5324; 18 CFR Part 18.36 (i); 49 CFR Part 633.17; and FTA Master Agreement MA (10), 10-1-2003, Section 8 (c) and (d).

5.11 Buy America

The Contractor agrees to comply with 49 USC § 5323(j), 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

General waivers are listed in 49 CFR 661.7 and include but are not limited to microcomputer equipment, Software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

Contracts in excess of $100,000 require Attachment C, Buy America Certificate, to be completed and submitted to the County with the Contract, except those subject to a general waiver. A Contract that is not accompanied by a completed Buy America certification shall be rejected and subject to termination. This requirement does not apply to lower tier Subcontractors.

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5.12 Access Requirements for Individuals with Disabilities

The County and the Contractor are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities receiving from Federal Financial Assistance," 49 CFR Part 27;

C. U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;

D. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

E. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

F. U.S. General Services Administration regulations, "Construction and Alteration of Public Buildings," 41 CFR Subpart 101-19;

G. U.S. Equal Employment Opportunity Commission (EE0C) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and

I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

5.13 Interest of Members of or Delegates of Congress

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.

5.14 Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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5.15 False or Fraudulent Statements or Claims

The Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(n)(1), as may be appropriate. The terms of Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, are applicable to this project.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

5.16 Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq., and 49 CFR Part 18.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

5.17 Air Pollution

The Contractor and suppliers may be required to submit evidence to the Project Manager that the governing air pollution criteria shall be met. This evidence and related documents shall be retained by the manager for on-site examination by FTA.

5.18 Environmental Requirements

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. Environmental Protection

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500, *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

B. Air Quality

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to section 306 of the Clean Air Act, as amended, 42 USC §§ 7401, 7414, et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Ref: 42 USC § 7606 note; 40 CFR Part 51, Subpart T; 40 CFR Part 85; 40 CFR Part 86; and 40 CFR Part 600.

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C. Clean Water

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251, 1368, et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300h et seq.

The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Ref: 33 USC § 1251.

D. Use of Public Lands

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the Project unless the FTA makes the specific findings required by 49 USC § 303.

E. Mitigation of Adverse Environmental Effects

The Contractor agrees that if the Project should cause adverse environmental effects, the Contractor shall take all reasonable steps to minimize those effects in accordance with 49 USC § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 CFR Part 771 and 49 CFR Part 622.

5.19 Preference for Recycled Products

To the extent practicable and economically feasible, the Contractor agrees to Provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962, and Executive Order 12873.

5.20 Termination Provisions Required

All Contracts and subcontracts in excess of $10,000 shall contain contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it shall be effected and the basis for settlement.

Ref: FTA Circular 4220.1E § 15.b.

5.21 Breach Provisions Required

All Contracts in excess of $100,000 shall contain contractual provisions or conditions that shall allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subcontracts in excess of $100,000 awarded under this Contract.

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5.22 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who are awarded contracts of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5.23 Ref: FTA Circular 4220.1E, § 15.a. Executive Order 11990, May 24, 1977: Protection of Wetlands (42 F.R. 26961 et seq.)

The APPLICANT shall comply with Executive Order 11990. The intent of this Executive Order is (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetland, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative.

The APPLICANT, to the extent permitted by law, must avoid undertaking or providing assistance for new construction located in wetlands unless (1) there is no practical alternative to such construction, and (2) the proposed action includes all practical measures to minimize harm to wetlands which may result from such use. In making this determination, the APPLICANT may take into account economic, environmental and other pertinent factors.

5.24 Executive Order 11988, May 24, 1977: Floodplain Management (42 F.R. 26951 et seq)

The APPLICANT shall comply with the provisions of Executive Order 11988. The intent of this Executive Order is to (1) avoid, to the extent possible, adverse impacts associated with the occupancy and modification of floodplains, and (2) avoid direct or indirect support of floodplain development wherever there is a practical alternative. If the APPLICANT proposes to conduct, support or allow an action to be located in a floodplain, the APPLICANT must consider alternatives to avoid adverse effects and incompatible involvement in the floodplain. If siting in a floodplain is the only practical alternative, the APPLICANT must, prior to taking any action (1) design or modify its actions in order to minimize any potential harm to the floodplain, and (2) prepare and circulate a notice containing an explanation of why the action is proposed to be located in a floodplain.

5.25 The Wild and Scenic Rivers Act of 1968, As Amended (16 U.S.C. 1271 et seq.)

The APPLICANT shall comply with the Wild and Scenic Rivers Act. The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals. Federal assistance by loan, grant, license, or other mechanism cannot be provided to water resources construction projects that would have a direct and adverse effect on any river included or designated for study or inclusion in the National Wild and Scenic River System.

5.26 Coastal Zone Management Act of 1972, As Amended (16 U.S.C. 1451 et seq.)

The APPLICANT shall comply with the Coastal Zone Management Act of 1972, as amended. The intent of this Act is to preserve, protect, develop, and where possible, restore or enhance the resources of the nation's coastal zone. Federal agencies cannot approve assistance for proposed projects that are inconsistent with the state's Coastal Zone Management program except upon a finding by the U.S. Secretary of Commerce that such a project is consistent with the purpose of this chapter or necessary in the interests of national security.

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5.27 The Endangered Species Act of 1973, As Amended (16 U.S.C. 1531 et seq.)

The APPLICANT shall comply with the Endangered Species Act of 1973, as amended. The intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical.

5.28 The Reservoir Salvage Act of 1960, As Amended by the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469 et seq.)

Under the Reservoir Salvage Act, the APPLICANT must comply with provisions for the preservation of historical and archaeological data (including relics and specimens) that might otherwise be irreparably lost or destroyed as a result of any alteration of the terrain caused as a result of any federal construction project or federally licensed activity or program. Whenever the APPLICANT finds, or is notified in writing by an appropriate historical or archaeological authority, that its activities in connection with any federal funded construction project or federally licensed project, activity or program may cause irreparable loss or destruction of significant scientific, prehistoric, historical or archaeological data, the APPLICANT must stop work immediately and must notify the U.S. Secretary of Interior and the Department in writing and provide appropriate information concerning the project or program activity.

5.29 The Archaeological and Historical Data Preservation Act of 1974 (16 U.S.C. 469 a-1 et seq.)

The APPLICANT shall comply with the Archaeological and Historical Data Preservation Act, which provides for the preservation of historic and archaeological information that would be lost due to development and construction activities as a result of federally funded activities.

5.30 The Solid Waste Disposal Act, As Amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.)

The APPLICANT must assure compliance with the Solid Waste Disposal Act, as amended. The purpose of this Act is to promote the protection of health and the environment and to conserve valuable material and energy resources.

5.31 The Fish and Wildlife Coordination Act of 1958, As Amended (16 U.S.C. Section 661 et seq.)

The APPLICANT must assure compliance with the Fish and Wildlife Coordination Act, as amended. The Act assures that wildlife conservation receives equal consideration and is coordinated with other features of water resources development programs.

5.32 Relocation Assistance and Real Property Acquisition Policy, Chapter 8.26 RCW

The APPLICANT shall comply with the provisions of Chapter 8.26 RCW and Chapter 365-24 WAC when its activities involve any acquisition of real property assisted under this Grant Agreement or the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition.

5.33 State Environmental Policy Act (SEPA), Chapter 43.21 (C) RCW

The APPLICANT shall comply with the provisions of Chapter 43.21(C) RCW and Chapter 197-11 WAC, the guidelines by which local agencies will (1) require environmental checklists from private and public entities considering an action potentially subject to the Environmental Impact Statement (EIS) requirement of SEPA, (2) make "threshold determinations" that such an action will not have a significant environmental impact, (3) provide for the preparation of a draft and final EIS if the action has significant impact, and (4) circulate the EIS to other agencies and interested parties.

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5.34 Noise Control, Chapter 70.107 RCW

The APPLICANT shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.

5.35 Shoreline Management Act of 1971, Chapter 90.58 RCW

The APPLICANT shall comply with the provisions of Chapter 90.58 RCW. This Act defines a planning program and a permit system, which are initiated at the local government level under state guidance. Its purpose is to protect and enhance the state's shoreline and it includes a comprehensive shoreline inventory process and a master program for regulation of shoreline uses. A permit application at the local level must be in compliance with those plans and consistent with the state Coastal Zone Management program if substantial developments and shoreline modifications occur, and a record of the application and decision must be submitted to the state.

5.36 Open Public Meetings Act, Chapter 42.30 RCW

The APPLICANT shall comply with provisions of Chapter 42.30 RCW which require that all meetings of the governing body which pertain to this Grant Agreement shall be open to the public except those where specific provision is made for executive sessions pursuant to RCW 42.30.110.

5.37 Law Against Discrimination, Chapter 49.60 RCW

The APPLICANT shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

5.38 Governor's Executive Order 89-10, December 11, 1989: Protection of Wetlands, and Governor's Executive Order 90-04, APRIL 21, 1990: Protection of Wetlands

The APPLICANT shall ensure that it avoids any activities that would adversely affect wetlands and adequately mitigates unavoidable impacts. For the purposes of this requirement, except where a contrary definition is provided by statute, mitigation means: (1) avoiding the impact altogether by not taking certain action or part of an action; (2) minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts; (3) rectifying the impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; (5) compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and (6) monitoring the impact and taking appropriate corrective measures.

Mitigation for individual actions may include a combination of the above measures. Mitigation may not include any of the above measures to the extent that they may be contrary to statute as applied under the particular circumstances. Emergency work that is essential to save lives and protect property and public health is exempt from these provisions.

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SECTION 6 Technical Specifications

6.1 Introduction of Specifications

This Contract is for the supply and delivery of periodic maintenance and repair services for overhead, sectional, and coiling type doors, including replacement doors, lift mechanisms and related parts, for locations at various King County facilities. These buildings have industrial overhead doors and lift mechanisms from a variety of manufacturers, many of which are no longer in business, or have been merged with other industrial firms. Some buildings may have other types of doors such as rolling doors. Agencies may request normal working hour maintenance and repair service and/or emergency service as required in addition to any scheduled periodic maintenance services as listed in Subsection 7.6 Schedule 5.

6.2 Hours of Operation

A. Normal working hours (unless otherwise designated below):

Hrs: 8:00 a.m. - 4:30 p.m. ~~Seattle time~~ PACIFIC STANDARD TIME (ADDENDUM #1) Mon-Fri

There will be no access to the facility outside of normal working hours including holidays and weekends, without previous authorization by the designated County representative.

1. King County Roads Division

   Hrs: 7:00 a.m. – 4:30 p.m. Seattle time Mon-Thurs, except during the summer as listed below:

   a. Summer hours may vary, but are generally April through September, 6:00 a.m. – 4:30 p.m. Seattle time Mon-Thurs

B. Overtime Hours

Occur after the normal working hours listed in Subsection 6.2.A above or after normal comparable business hours of the Contractor listed in Subsection 7.3, Monday through Friday including Saturday and Sunday. Overtime hours shall be authorized in writing by the designated County representative prior to the start of any work. Overtime hours shall be paid at the rate bid in Subsection 7.6.C Schedules 3 and 4, Items 3 and 4.

6.3 King County Facility Information and Locations

A. **King County Facilities Management Division (FMD) Locations**

King County Facilities Management Division has numerous buildings located in the downtown Seattle corridor and throughout the rest of King County, including two (2) secured correctional facilities, which have a variety of door and lift manufacturers as listed below.

1. **FMD Outlying Buildings**

Location	Contact	Description / Type of Door	Door Mfgr. / Brand	Lift Mfgr. / Brand	No. Doors
Youth Services Ctr. 1211 E Alder Seattle, WA 98122	Peggy Wickard 206-205-9636	Roll up	The Cookson Company, Inc.	Unknown	1

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Location	Contact	Description / Type of Door	Door Mfgr. / Brand	Lift Mfgr. / Brand	No. Doors
KC Ravensdale Gun Range KC Shooting Sports Park 26520 – 292nd Ave SE Ravensdale, WA 98051	Spencer Buffington 206-296-0116	Unknown Unknown	Clopay Bldg. Products Tuff Shed	Unknown Unknown	1 1
KC Archives & Records Center 1215 E. Fir St. Seattle, WA 98122	Spencer Buffington 206-296-0116	Roll up	Overhead Door Corp.	Unknown	5
Precinct #3 Hicks / Rayburng 22300 SE 231st ST Maple Valley, WA 98038	Spencer Buffington 206-296-0116	Roll up	Kinnear Mfg. Co.	Unknown	2
Regional Communications & Emergency Coordination Center (RCECC) 3511 NE 2nd Street Renton, WA 98056	Spencer Buffington 206-296-0116	Roll up	Unknown	Toledo Gearmotor Co.	1
Orcas Facilities 707 S Orcas Street Seattle, WA 98108 • Motor Pool • Surplus Property	Spencer Buffington 206-296-0116	 Roll up Roll up	 Unknown Unknown	 Unknown Unknown	 2 1
Graybar Bldg 416 Occidental Avenue Seattle, WA 98104	Spencer Buffington 206-296-0116	Roll up	Kinnear Mfg. Co.	Unknown	3
~~**Precinct #3**~~ ~~22300 SE 231st~~ ~~Maple Valley, WA 98038~~	~~Spencer Buffington~~ ~~206-296-0116~~	~~Roll up~~ * REPLACED	~~Kinnear Mfg. Co.~~ W/ EARLINGTON	~~Unknown~~ FACILITY	~~2~~

ADDENDUM #1

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2. **Correctional Facilities**

FMD operates two secured correctional facilities. Back ground checks shall be required for all Contractor employees who may provide service at these facilities. (see Subsection 6.16)

Contact information

Jim Nitz
Phone: 206-296-0681

Location	Contact	Description / Type of Door	Manufacturer / Brand	Number Doors
King County Correctional Facility (KCFF)				
KCCF	Jim Nitz	Roll-up	Unknown	3
KCCF	Jim Nitz	Roll-up	Raynor	1
KCCF	Jim Nitz	Roll-up	R & S Overhead Garage Door, Inc.	1
KCCF	Jim Nitz	Roll-up	Overhead Door Corp.	1
Maleng Regional Justice Center (MRJC)				
MRJC-CT	Jim Nitz	Roll-up	Atlas Overhead Doors	10
MRJC-DT	Jim Nitz	Roll-up	Atlas Overhead Doors	5

3. **FMD Downtown Buildings**

Contact Information:

Van Pham
Phone: 206-296-0651

Location	Description / Type of Door	Door Mfgr. / Brand	Description / Type of Lift	Lift Mfgr. / Brand	Number Doors
KC Chinook Building 401 – 5th Ave Seattle, WA 98104	Aluminum Vertical Lift Door	Davis Door Service	½ HP RPM 1725/1425. 208-230/460 Volts; 3 phases	A.O. Smith Electrical Products Co.	2
	Aluminum Rolling Grilles	The Cookson Company, Inc.	1 HP; 208-230/460; 1 phase	US Motors	3
KC Yesler Building 400 Yesler Way Seattle, WA 98104	Roll up Door	Overhead Door Corp.	½ HP; 115/230 V; 1725 RPM; 1 phase	A.O. Smith Electrical Products Co.	1
KC Administration Building 500 Fourth Ave Seattle, WA 98104	Unknown	Unknown	¾ HP; 1725 RPM; 208-230/460 V; 3 phases	A.O. Smith Electrical Products Co.	1
KC Courthouse Basement Tunnel 516 - 3rd Ave Seattle, WA 98104 • **Inside Tunnel**	Rolling Door	The Cookson Company, Inc.	¾ HP; 1725 RPM; 115/208-230 V; 1 phase	A.O. Smith Electrical Products Co.	1
• **Outside Tunnel**	Roll up Door	Unknown	½ HP; 1725 RPM; 115/230 V; 1 phase	A.O. Smith Electrical Products Co.	1
	Roll up Door	Unknown	½ HP; 1725 RPM; 115/230V; 1 phase	Marathon Electric	1

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Location	Description / Type of Door	Door Mfgr. / Brand	Description / Type of Lift	Lift Mfgr. / Brand	Number Doors
KC Courthouse 516 - 3rd Ave Seattle, WA 98104 • **Loading Dock**	Unknown	Pacific Rolling Door	½ HP; 1725 RPM; 208-230/460 V; 3 phases	A.O. Smith Electrical Products Co.	3
Goat Hill Parking Garage 415 6th Ave Seattle, WA 98104	Roll up Door - Overhead Grilles	Unknown	RG 513; ½ HP; 2.4 Amps; 208 V; 3 phases	Unknown	8

B. **King County International Airport (KCIA)**

King County's Airport Division has four (4) buildings with industrial overhead doors which have a variety of manufacturers as listed below. The Contractor's employees are required to obtain an ID badge while providing services at the KCIA. (See subsection 6.15).

Contact Information:

Raleigh Salazar
206- 296-7408; or

Kelly Campbell
206-296-7390

Location	Description / Type of Door	Door Mfgr. / Brand	Description / Type of Lift	Lift Mfgr. / Brand	No. Doors
Maintenance Shop 6518 Ellis Ave. S.	Roll up Door	Raynor	Electric operator	PowerMaster	6
ARFF Station 8190 E. Marginal Way S.	Glass Panel Roll up Door	Raynor	Electric operator	PowerMaster	2
Guardian 1 Bldg. 8600 Perimeter Rd. S.	Horizontal Bi-fold Door	Hi-Fold Corp.	Electric operator	Hi Lift	2
Hangar 5 Bldg. 7585 Perimeter Rd. S.	Multi-panel sliding door	Bryne Door Co.	Hydraulic	Hi Lift	3

TABLE 6.3.B REPLACED W/ ADDENDUM #1.

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C. **King County Roads Service Division (Roads)**

King County's Road Service Division has nine (9) facility buildings at its Renton Consolidated Office and Repair Facility (CORF), two (2) doors at its Auburn-Black Diamond Facility and seven (7) doors at its Skykomish location, for a total of fifty five (55) industrial overhead roll up, sectional, or coiling doors overhead doors which have a variety of manufacturers as listed below.

Contact Information:

Justin Tannahill; Roads Facility Maintenance Engineer
Office: (206) 205-9940

Cell: (206) 793-9290

1. **Renton CORF**

155 Monroe Ave NE
Renton, WA 98056

Location	Description / Type of Door	Manufacturer / Brand	Number Doors
Bldg B	Roll up Door 8' (w) x 9' (h)	Unknown	2
Bldg C	Roll up Door 10' (w) x 10' (h)	Overhead Door Corp.	1
Bldg D	Sectional Door 10' (w) x 10' (w)	McKee Door Sales	2
Bldg E	Sectional Door 14' (w) x 12' (h)	Unknown	2
Bldg F	Sectional Door 14' (w) x 16' (h)	Overhead Door Corp.	4
Bldg G	Sectional Door 14' (w) x 16' (h)	Overhead Door Corp.	23
Bldg J	Sectional Door 8' (w) x 12' (h); 10' (w) x 12' (h)	Unknown	2
Bldg M	Sectional Door (6) 12' (w) x 14' (h)	Liftmaster	6
Bldg P	Roll up Door 12' (w) x 14' (h)	Cornell Iron Works, Inc.	4

2. **Auburn-Black Diamond Facility**

20827th Auburn-Black Diamond Road
Auburn Black Diamond, WA. 98092

Location	Description / Type of Door	Manufacturer / Brand	Number Doors
Main Bldg B61002	Sectional Doors 8' (w) x 10' (h)	Overhead Door Corp.	2

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3. **Skykomish Facility**

74212 Old Cascade Hwy
Skykomish, WA. 98288

Location	Description / Type of Door	Manufacturer / Brand	Number Doors
Main Bldg - B10001	Sectional Doors, 14' (w) x 14' (h)	Overhead Doors	4
Sky. Storage Bldg	Coiling Doors, 12' (w) x 12' (h)	TBD	2
	Coiling Door, 8' (w) x 12' (h)	TBD	1

D. **King County Solid Waste Division (SWD)**

King County Solid Waste has four (4) sites which include 37 total industrial overhead doors and lift mechanisms with a variety of manufacturers as listed below.

Contact Information:

Jack Hanson
206-296-0482

Location	Description / Type of Door	Manufacturer / Brand	No. Doors
Shoreline Transfer Station* 2300 N 165th ST Shoreline, WA 98133	"TNR Ind." Roll up doors Model HDL45,HDE,HDXL	TNR Industries	9
Vashon Transfer Station 18900 Westside Hwy SW Vashon, WA 98070	"Atlas Overhead Doors" brand roll up doors	Atlas Overhead Doors	4
	"Atlas Overhead Doors" brand small chute doors	Atlas Overhead Doors	4
Enumclaw Transfer Station 1650 Battersby Ave E Enumclaw, WA 98022	"Atlas Overhead Doors" brand roll up doors	Atlas Overhead Doors	8
Cedar Hills Landfill 16645 – 228th Ave SE Maple Valley, WA 98038	"Raynor" roll up door	Raynor	1
	"Overhead" roll up door	Overhead Door Corp.	6
	"Kinnear" roll up door	Kinnear Mfg. Co.	2
	"Cookson" roll up door	The Cookson Company, Inc.	2
	"R&S" roll up door	R&S Overhead Garage Door, Inc.	1

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*Note: The Shoreline Transfer Station has nine (9) doors in the following sizes:

	Manufacturer / Brand	Model No.	Door Size
1.	TNR Industries.	Model HDL45	28' W x 15' H
2.	TNR Industries.	Model HDE	10' W x 10' H
3.	TNR Industries.	Model HDE	10' W x 10'4"H
4.	TNR Industries.	Model HDE	20' W x 15' H
5.	TNR Industries.	Model HDE	20' W x 16' W
6	TNR Industries.	Model HDL45	30' W x 16' H
7.	TNR Industries.	Model HDL45	30' W x 16' H
8.	TNR Industries.	Model XL	41' 8"W x 16H
9.	TNR Industries.	Model XL	41' 8"W x 16H

E. **King County Transit Division**

KC Transit has eight (8) bus maintenance bases and support buildings with industrial overhead doors from a variety of manufacturers as listed below.

1. **Atlantic Base**

Contact Information

TR Richardson
206-684-2716
1555 Airport Way South
Seattle, WA 98134

* ALANTIC BASE TABLE REPLACED W/ ADDENDUM #1

Location	Description / Type of Door	Door Mfgr. / Brand	Lift Mfgr./ Brand	No. Doors
AF1S	Curtain – 174"	R&S Overhead Garage Door, Inc.	PowerMaster	1
AF2S	Curtain – 174"	R&S Overhead Garage Door, Inc.	PowerMaster	1
AF1N	Curtain – 174"	Atlas Overhead Doors	Atlas Overhead Doors	1
AF2N	Curtain – 174"	Atlas Overhead Doors	Atlas Overhead Doors	1
AB 1 Paint	Curtain – 174"	Atlas Overhead Doors	PowerMaster	1
AB Paint center	Curtain – 174"	Atlas Overhead Doors	PowerMaster	1

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Location	Description / Type of Door	Door Mfgr. / Brand	Lift Mfgr./ Brand	No. Doors
AB 2	Curtain – 174"	Atlas Overhead Doors	Atlas Overhead Doors	1
AB 3	Curtain – 174"	Atlas Overhead Doors	Atlas Overhead Doors	1
AB 4	Curtain – 174"	Atlas Overhead Doors	Atlas Overhead Doors	1
AB 5	Curtain – 174"	Atlas Overhead Doors	PowerMaster	1
AB 6	Curtain – 174"	Atlas Overhead Doors	Atlas Overhead Doors	1
AB 7	Curtain – 174"	Atlas Overhead Doors	Atlas Overhead Doors	1
AB 8	Curtain – 174"	Atlas Overhead Doors	Atlas Overhead Doors	1
AB 9	Curtain – 174"	Atlas Overhead Doors	Cornel Iron Works	1
AB 10	Curtain – 174"	Atlas Overhead Doors	PowerMaster	1
AB 11	Curtain – 174"	Atlas Overhead Doors	PowerMaster	1
AB 12	Curtain – 174"	Atlas Overhead Doors	PowerMaster	1
AB 13	Curtain – 174"	Atlas Overhead Doors	PowerMaster	1
AB 14	Curtain – 174"	Atlas Overhead Doors	PowerMaster	1
AB 15	Curtain – 174"	Atlas Overhead Doors	PowerMaster	1
AB 16	Curtain – 174"	Atlas Overhead Doors	Atlas Overhead Doors	1
AB 17	Curtain – 174"	Atlas Overhead Doors	PowerMaster	1
AB 18	Curtain – 174"	R&S Overhead Garage Door, Inc.	PowerMaster	1
AB 19 Paint	Curtain – 174"	Atlas Overhead Doors	Atlas Overhead Doors Explo-Pf	1

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Location	Description / Type of Door	Door Mfgr. / Brand	Lift Mfgr./ Brand	No. Doors
Atlantic Base Tire Shop				
TS 1 N	TS 1 N	The Cookson Company, Inc.	The Cookson Company, Inc.	1
TS 1S	TS 1S	The Cookson Company, Inc.	The Cookson Company, Inc.	1
TS alcove	TS alcove	The Cookson Company, Inc.	Unknown	1

2. **Bellevue Base**

Contact information:

Andy Connors
206-684-2573
1790 124th Ave NE
Bellevue, WA 98005

Location	Description / Type of Door	Manufacturer / Brand	No. Doors
Bay #1	Steel Curtain / Slat	R&S Overhead Garage Door, Inc.	1
Bay #2	Steel Curtain / Slat	R&S Overhead Garage Door, Inc.	1
Bay #3	Steel Curtain / Slat	R&S Overhead Garage Door, Inc.	1
Bay #4	Steel Curtain / Slat	R&S Overhead Garage Door, Inc.	1
Bay #5	Steel Curtain / Slat	R&S Overhead Garage Door, Inc.	1
Bay #6	Steel Curtain / Slat	R&S Overhead Garage Door, Inc.	1
Bay #7	Steel Curtain / Slat	R&S Overhead Garage Door, Inc.	1
Bay #8	Steel Curtain / Slat	R&S Overhead Garage Door, Inc.	1
Bay #9	Steel Curtain / Slat	R&S Overhead Garage Door, Inc.	1
Machine/Forklift	Steel Curtain / Slat	Kinnear Mfg. Co.	1
Stores Rear	Steel Curtain / Slat	Kinnear Mfg. Co.	1
Stores Counter	Steel Curtain / Slat	Kinnear Mfg. Co.	1
Steam Bay North	Steel Curtain / Slat	R&S Overhead Garage Door, Inc.	1
Steam Bay South	Steel Curtain / Slat	R&S Overhead Garage Door, Inc.	1
Wash #2 North	Steel Curtain / Slat	R&S Overhead Garage Door, Inc.	1
Wash #2 South	Steel Curtain / Slat	R&S Overhead Garage Door, Inc.	1
Wash #1 North	Steel Curtain / Slat	R&S Overhead Garage Door, Inc.	1
Wash #1 South	Steel Curtain / Slat	R&S Overhead Garage Door, Inc.	1
Chain Storage	Steel Curtain / Slat	Equal Door Industries	1

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3. **Central Base Maintenance**

Contact information:

Mike Maw
206-684-2721
640 S Massachusetts
Seattle, WA 98134

CENTRAL BASE MAINTENANCE TABLE REPLACED W/ ADDENDUM #1

Location	Description / Type of Door	Manufacturer / Brand	No. Doors
Bays 2, 3, 4, 6, 7, 8, 9, 10 and 11	Large Roll-up	The Cookson Company, Inc.	9
Bays 1, 5 and 12	Large Roll-up	R&S Overhead Garage Door, Inc.	3
Wash Building	Large Roll-up	Atlas Overhead Doors	1
Steam Room	Large Vinyl Roll-up	Rytec	2
Seam Bay – West	Small Roll-up	Atlas Overhead Doors	1
Steam Bay – North	Small Sectional	Unknown	1
Revenue Processing	Large Roll-up	Unknown	1
Body Shop to VM Shop	Small Roll-up	Atlas Overhead Doors	1
Stores Reciving	Small Roll-up	R&S Overhead Garage Door, Inc.	1
Fuel Building	Small Roll-up	Atlas Overhead Doors	1
Elevator Shaft Door	Small Roll-up	Atlas Overhead Doors	1

4. **Component Supply Center / CSC**

Contact information:

John Marx
206-684-2852
12200 E Marginal Way S
Seattle, WA 98168

Location	Description / Type of Door	Door Mfgr. / Brand	Lift Mfgr. / Brand	No. Doors
Body Shop	Roll-up Model H7543MR	The Cookson Company, Inc.	Unknown	6
Body Shop	Roll-up Model H7543MI	The Cookson Company, Inc.	Unknown	1
Body / Hall	Roll-up Model MO-50	Atlas Overhead Doors	Unknown	1
Door Shop	Roll-up Model MO-50	Atlas Overhead Doors	Unknown	1
Electric	Roll-up Model UNKNOWN (ADDENDUM #1)	Atlas Overhead Doors	Unknown	1

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Location	Description / Type of Door	Door Mfgr. / Brand	Lift Mfgr. / Brand	No. Doors
Electric	Roll-up Model MO-50	Atlas Overhead Doors	Unknown	1
Haz. Booth	Roll-up Model H-74	PowerMaster	Unknown	1
Haz. Booth	Roll-up Model H7543MR	The Cookson Company, Inc.	Unknown	1
Haz Storage	Roll-up Model 460V	Unknown	Stanley Vemco	2
Load Dock	Roll-up Model H	R&S Overhead Garage Door, Inc.	PowerMaster	2
Load Dock	Roll-up Model 460V	Stanley Vemco	Unknown	1
Load Dock	Roll-up Model DG1200	Rytec Corp.	Unknown	1
Paint Booth	Roll-up Model N7GH7543M	The Cookson Company, Inc.	Unknown	1
Paint Prep	Roll-up Model H7543MR	The Cookson Company, Inc.	Unknown	1
Paint Booth	Roll-up Model MO-50-43	Atlas Overhead Doors	Unknown	2
Paint Booth	Roll-up Model GH-50-43-82	Link Controls	Unknown	1
Paint Booth	Roll-up Model W7GH7543M	Unknown	Liftmaster	3
Paint Booth	Roll-up Model MH-24	Kinnear Mfg. Co.	Unknown	1
Paint Booth	Roll-up Model N7GH7543M	The Cookson Company, Inc.	Unknown	1
Parts	Roll-up Model H	R&S Overhead Garage Door, Inc.	PowerMaster	1
Parts	Roll-up Model H7543MR	The Cookson Company, Inc.	Unknown	1
Sheet Metal	Roll-up Model MO-50	Atlas Overhead Doors	Unknown	2
Trolley Poll	Roll-up Model R-1	The Cookson Company, Inc.	Unknown	1
Sign Shop	Roll-up Model MO-50	Atlas Overhead Doors	Unknown	1
Shop Hall	Roll-up Model H	R&S Overhead Garage Door, Inc.	PowerMaster	1
Shop Hall	Roll-up Model MO-50	Atlas Overhead Doors	Unknown	5
Teardown	Roll-up Model GSD1511M	Unknown	Liftmaster	1
Water Fall	Roll-up Model MO-50	Atlas Overhead Doors	Unknown	1
Weld Shop	Roll-up Model H7543MR	The Cookson Company, Inc.	Unknown	1
Weld Shop	Roll-up Model MO-50	Atlas Overhead Doors	Unknown	1

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Location	Description / Type of Door	Door Mfgr. / Brand	Lift Mfgr. / Brand	No. Doors
Parts	Roll-up Model H	R&S Overhead Garage Door, Inc.	PowerMaster	1
Parts	Roll-up Model H7543MR	The Cookson Company, Inc.	Unknown	1

5. **East Base**

Contact information:

Frank Ripley
206-684-2517
1975 - 124th Ave NE
Bellevue, WA 98005

Location	Description / Type of Door	Manufacturer / Brand	No. Doors
Bay #1	Curtain	The Cookson Company, Inc.	1
Bay #2	Curtain	The Cookson Company, Inc.	1
Bay #3	Curtain	R&S Overhead Garage Door, Inc.	1
Bay #4	Curtain	The Cookson Company, Inc.	1
Bay #5	Curtain	R&S Overhead Garage Door, Inc.	1
Bay #6	Curtain	The Cookson Company, Inc.	1
Bay #7	Curtain	R&S Overhead Garage Door, Inc.	1
Bay #8	Curtain	R&S Overhead Garage Door, Inc.	1
Bay #9	Curtain	R&S Overhead Garage Door, Inc.	1
Bay #10	Curtain	The Cookson Company, Inc.	1
Bay #11	Curtain	R&S Overhead Garage Door, Inc.	1
Bay #12	Curtain	R&S Overhead Garage Door, Inc.	1
Bay #13	Curtain	The Cookson Company, Inc.	1
Bay #14	Curtain	R&S Overhead Garage Door, Inc.	1
Bay #15	Curtain	The Cookson Company, Inc.	1
Bay #16	Curtain	R&S Overhead Garage Door, Inc.	1
Bay #17	Curtain	The Cookson Company, Inc.	1
Stores Large	Curtain	The Cookson Company, Inc.	1
Stores Small	Curtain	The Cookson Company, Inc.	1
Bay # 20	Curtain	The Cookson Company, Inc.	1
Bay #21	Curtain	The Cookson Company, Inc.	1

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Location	Description / Type of Door	Manufacturer / Brand	No. Doors
Tire Shop	Curtain	The Cookson Company, Inc.	1
Body Shop Center	Curtain	North American Overhead Door, Inc.	1
Steam bay Center	Curtain	R&S Overhead Garage Door, Inc.	1
Main Power Room	Curtain	R&S Overhead Garage Door, Inc.	1
Fuel Building	Curtain	R&S Overhead Garage Door, Inc.	3
Millwright shop	Curtain	R&S Overhead Garage Door, Inc.	1
Lube Room	Curtain	R&S Overhead Garage Door, Inc.	1

6. **North Base**

Contact Information:

Mike Sloane
206-684-2932 NORTH BASE TABLE REPLACED w/ ADDENDUM #1
2160 N 163rd ST
North 165th St and I-5 Transit Exit
Seattle, WA 98133

Location	Description / Type of Door	Manufacturer / Brand	No. Doors
Bay 1 East	Panel / Sectional door	Raynor Doors	1
Bay 2 East	Panel / Sectional door	Raynor Doors	1
Bay 3 East	Panel / Sectional door	Raynor Doors	1
Bay 4 East	Panel / Sectional door	Raynor Doors	1
Bay 5 East	Panel / Sectional door	Raynor Doors	1
Bay 6 East	Panel / Sectional door	Raynor Doors	1
Bay 7 East	Panel / Sectional door	Raynor Doors	1
Bay 8 East	Panel / Sectional door	Raynor Doors	1
Bay 9 East	Panel / Sectional door	Raynor Doors	1
Bay 10 East	Panel / Sectional door	Raynor Doors	1
Bay 11 East	Panel / Sectional door	Raynor Doors	1
Bay 12 East	Panel / Sectional door	Raynor Doors	1
Bay 13 East	Panel / Sectional door	Raynor Doors	1
Bay 14 East	Panel / Sectional door	Raynor Doors	1
Bay 15 East	Panel / Sectional door	Raynor Doors	1
Bay 16 Body Shop	Panel / Sectional door	Raynor Doors	1

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Location	Description / Type of Door	Manufacturer / Brand	No. Doors
Bay 17 Body Shop	Panel / Sectional door	Raynor Doors	1
Bay 18 Body Shop	Steel Curtain/slat	The Cookson Company, Inc.	1
Body Shop Side Door	Panel / Sectional door	Raynor Doors	1
Stores Rear Door	Panel / Sectional door	Raynor Doors	1
Stores Side Door	Panel / Sectional door	Raynor Doors	1
Stores Counter	Steel Curtain/slat	The Cookson Company, Inc.	1
Upholstery Shop	Panel Panel / Sectional door	Raynor Doors	1
Parking Garage South	Steel Curtain/slat	The Cookson Company, Inc.	1
Parking Garage North	Steel Curtain/slat	The Cookson Company, Inc.	1
Fuel Building Comp. RM	Steel Curtain/slat	The Cookson Company, Inc.	1
Bay 1 West	Panel / Sectional door	Raynor Doors	1
Bay 2 West	Panel / Sectional door	Raynor Doors	1
Bay 3 West	Panel / Sectional door	Raynor Doors	1
Bay 4 West	Panel / Sectional door	Raynor Doors	1
Bay 5 West	Panel	Raynor Doors	1
Bay 6 West	Panel	Raynor Doors	1

7. **Non Revenue Vehicles / NRV**

Contact Information:

~~Ernie Kirschnick~~ MIKE MAW (ADDENDUM #1)
~~206-684-2796~~ 206-684-2721
1301 Airport Way S
Seattle, WA 98134

Location	Description / Type of Door	Door Mfgr. / Brand	Lift Mfgr. Brand	Number Doors
Parts Main	Curtain – 94" wide	Atlas Overhead Doors	Edko, Inc.	1
Parts rear	Panel – 10' wide	Unknown	Edko, Inc.	1
Bay 1	Panel 140 ½ wide	Porvene Doors	Unknown	1
Bay 2	Panel 140 ½ wide	Porvene Doors	Unknown	1
Bay 3	Panel 140 ½ wide	Porvene Doors	Unknown	1
Bay 4	Panel 140 ½ wide	Porvene Doors	Unknown	1
Bay 5	Panel 140 ½ wide	Porvene Doors	Unknown	1

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8. **Ryerson Base**

Contact Information:

Joe Fahlgren
206-684-2638
1220 - 4th Ave S
Seattle, WA 98134

RYERSON BASE TABLE REPLACED w/ ADDENDUM #1

Location	Description / Type of Door	Door Mfgr. / Brand	Lift Mfgr. Brand	No. Doors
Door No. 1	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 2	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 3	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 4	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 5	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 6	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 7	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 8	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 9	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 10	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 11	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Door No. 12	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Wash NE	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Wash NC	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Wash NW	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Wash SE	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Wash SC	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Wash SW	Panel Door	Overhead Door Corp.	Overhead Door Corp.	1
Stores	Slat	Lift Master	Overhead Door Corp.	1
Tire shop	Slat	Power Master	The Cookson Company, Inc.	1
Stores storage SE	Open link	Door Corp	Atlas Overhead Doors	1
Stores storage NE	Open link	Door Corp	Atlas Overhead Doors	1

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9. **South Base**

Contact information:

Bob Rigsby
206-684-2282
12100 E Marginal Way S
Seattle, WA 98168

Location	Description / Type of Door	Manufacturer / Brand	Number Doors
SB-VM	Large roll up door	Atlas Overhead Doors	17
SB-VM	Large roll up door	Overhead Door	5
SB-VM	Medium roll up door	North American Overhead Door, Inc.	2
SB-VM	Small roll up door	Cornell Iron Works	1
SB-VM	Small roll up door	Unknown	2

6.4 Building Additions and Deletions

The County reserves the right to add or delete buildings and doors based on the existing Contract pricing "as needed" during the Contract term.

6.5 Site Access

A. The authorized King County representative will provide site access to the Contractor and/or Contractor's authorized representative.

Minimum Requirements

6.6 Contractor Qualifications

A. The Contractor shall be licensed, bonded and insured and have at least five (5) years prior successful experience providing the services and equipment described herein. Specifically, Contractor shall be a manufacturer or authorized distributor of the equipment with service and repair capabilities.

B. The Contractor shall be required to maintain adequate resources to obtain required materials and provide sufficient personnel to perform the specified work and the terms and conditions of this Invitation to Bid. The Contractor shall have facilities, skilled and trained personnel, equipment and supplies available to complete the services described herein. Contractor's service personnel shall be knowledgeable and capable of diagnosing and repairing problems with both the electrical and mechanical portions of the overhead doors. King County will be the sole judge in determining if the Bidder can perform satisfactorily within the terms of this Contract.

C. The Contractor shall be operating out of a commercial facility which shall be open, available and accessible a minimum of eight (8) consecutive hours anytime between 7:00 a.m. and 5:00 p.m. PACIFIC STANDARD TIME ~~Seattle time~~ Monday through Friday. Contractor shall maintain a telephone system with twenty-four (24) hour seven (7) day per week service with the ability to contact and dispatch Contractor's service personnel. (ADDENDUM #1)

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1. Contractor's Contact Information

   The Contractor shall provide in Subsection 7.3 a contact name and a direct telephone number including an "emergency" phone number for service required during hours outside of those stated in Bidder's response to Subsection 7.3.

   Contractor shall also provide an address and telephone number for the service facility in Subsection 7.4 if different than provided in Subsection 7.3.

6.7 Maintenance and Repair Services

A. Contractor shall perform all required preventative maintenance and repair services for the doors as requested in writing by an authorized County representative, including notification via email. Services shall be on-site at the designated County location.

   1. The work includes, but is not limited to, maintenance and repair of springs, rollers, hinges, cables, door panels, electric door openers, cable drums, electric brakes and automatic motors. Frequently-needed parts shall be for Atlas Overhead Doors Overhead Doors, The Cookson Company, Inc., Cornell Iron Works, Inc., Kinnear Mfg. Co., Liftmaster, Link Controls, McKee Door Sales, Overhead Door Corp., Pacific Rolling Door, Powermaster, Rytec Corp., Stanley, and Vemco brands and manufacturers.

   2. The work shall be performed by and under the supervision of skilled, experienced, overhead door service technicians directly employed and supervised by the Contractor. All Contractor employees performing work under this contract shall be satisfactory to King County. Contractor's employees shall have visible company identification while on County property.

   3. All work shall be performed in accordance with generally accepted industry standards and practices.

   4. The Contractor shall furnish all labor, tools, materials, replacement parts, equipment, consumables, supplies and supervision necessary to perform the service or work in accordance with all the terms, conditions and specifications contained herein.

      a. Contractor shall not charge the County for the rental of equipment required to perform the work.

      b. Unless otherwise indicated, no County tools or equipment will be available for the Contractor's use.

      c. Contractor's Security of Its Equipment

         The Contractor shall be responsible for the security of its equipment and material on the site. The County will not take any responsibility for missing or damaged equipment, tools, or personal belongings.

B. The Contractor may determine that more than one (1) technician or helper needs to be utilized in performing some of the services specified in this Contract. Any job requiring more than one (1) technician and/or helper, shall have prior written approval by the designated County representative.

C. Upon arrival at each site, the Contractor shall:

   1. Check in with the designated County contact person for that site; and

   2. Evaluate the materials, parts and labor required to complete the repair.

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3. Job Quote

   a. Contractor shall provide a job quote for all work based on established Contract rates, including:

      (1) A written cost estimate;

         (a) with a written cost estimate all costs for maintenance or repair services; and

         (b) All costs for replacement parts.

      (2) Availability of replacement parts; and

      (3) Required lead-time, if any.

   b. All quotes shall be reviewed and approved by the designated County representative prior to the start of all work.

4. Contractor shall obtain written approval, including via fax or email, from the County for additional work that is expected to exceed the original estimate by more than ten (10) percent.

5. Contractor shall advise on-site County contact if any additional work is required and when the Contractor will return to complete the work.

6. Overhead doors shall be able to be lowered and shall be lockable prior to the Contractor leaving the County facility unless a designated County representative provides authorization in writing to leave a door open and/or unlocked.

7. Service Call Report

   Contractor shall prepare a service call report detailing the work performed. Contractor shall leave a copy of the service call report on-site with the designated County contact person.

   The report shall include at a minimum:

   a. Arrival Time;

   b. Departure Time;

   c. Brief Summary of Service Request;

   d. Detailed Summary of the work performed including all parts and/or equipment repaired and/or replaced; and

   e. A summary of any additional work required or that the Contractor recommends.

D. Response Time

All work shall be performed by the Contractor during normal business hours (excluding nights, weekends, and Holidays) from 7:00 a.m. - 4:00 p.m. ~~Seattle time~~ PACIFIC STANDARD TIME (ADDENDUM #1) Mon-Fri unless authorized by a designated County representative.

1. Response time shall be defined as the amount of time between King County's initial contact with the Contractor or Contractor's designated answering service and the time the appropriate parts or repair person arrives at the work site.

2. The Contractor shall be available to receive and respond to job service or parts requests seven (7) days a week, twenty-four (24) hours a day including holidays.

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3. Initial Response

Contractor shall respond via a return telephone call within one (1) to two (2) hours of the County's initial contact with the Contractor or Contractor's designated answering service, unless otherwise specified in this document.

a. **KCIA**

Contractor shall respond via a return telephone call within ten (10) minutes of the County's initial contact with the Contractor or Contractor's designated answering service.

4. Normal Service Calls

Unless otherwise specified in this document, repair of industrial overhead doors shall be completed within 36 hours of contacting the Contractor unless otherwise mutually agreed upon.

a. **FMD**

Contractor shall complete repair of industrial overhead doors within 24 hours of contacting the Contractor unless otherwise mutually agreed upon.

b. **KCIA**

(1) ARFF Station, Guardian One and Hangar 5

Contractor shall complete repair of industrial overhead doors within one (1) to two (2) hours of contacting the Contractor unless otherwise mutually agreed upon.

(2) Maintenance Shop

Contractor shall complete repair of industrial overhead doors within four (4) hours of contacting the Contractor, unless otherwise mutually agreed upon.

c. **Transit**

Contractor shall complete repair of industrial overhead doors within 48 hours of contacting the Contractor unless otherwise mutually agreed upon.

5. Emergency Service Calls

Unless otherwise specified in this document, repairs in emergency situations shall be completed within 12 hours of the County contacting the Contractor unless otherwise mutually agreed upon. The successful Bidder shall have a demonstrated ability to make emergency repairs within the required time frame.

a. **KCIA**

(1) ARFF Station and Guardian One

Contractor shall complete emergency repairs of industrial overhead doors within one (1) hour of the County contacting the Contractor unless otherwise mutually agreed upon.

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(2) Maintenance Shop and Hangar 5

Contractor shall complete repair of industrial overhead doors within two (2) hours of the County contacting the Contractor unless otherwise mutually agreed upon.

b. **Roads**

Contractor shall complete emergency repairs within four (4) hours of the County contacting the Contractor unless otherwise mutually agreed upon.

c. **Transit**

Contractor shall complete emergency repairs within four (4) hours of the County contacting the Contractor unless otherwise mutually agreed upon.

6.8 Replacement Doors, Lift Mechanisms and Parts

A. Replacement equipment shall be fully prepared in accordance with industry standards and guidelines to be ready for operation after installation.

B. Replacement Doors and Lift Mechanism

A complete door and/or lift mechanism replacement shall only be completed with written approval of the designated County representative.

C. Replacement Parts – REPLACED W/ ADDENDUM #1

The Contractor shall provide replacement parts for all County industrial overhead doors and electrical controls unless authorized in writing by the designated County representative. This will include, but is not limited to, springs, rollers, hinges, cables, door panels, electric door openers, cable drums, electric brakes and automatic motors.

1. All replacement doors, lift mechanisms and parts shall be to specification of the original manufacturer or an approved equal to minimize depreciation and obsolescence and in order to protect the integrity of the door(s) and operating system(s).
2. Contractor shall submit any proposed substitutions to the designated King County representative for written approval prior to use in the King County unit.
3. All replacement parts and equipment shall be new and in perfect working condition. Used, demonstration, rebuilt or remanufactured parts and equipment shall be unacceptable. All items in the specifications shall be factory available; no aftermarket items will be accepted.
4. The replaced part shall remain the property of the County, unless the designated County representative requests in writing that the Contractor dispose of the replaced part.

D. Parts Availability

The Contractor shall be required to maintain sufficient stock to insure prompt delivery. The Contract involves items which are necessary to perform critical King County services. Any delay in delivery could disrupt County services and force the County to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the County's ongoing needs.

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1. In-Stock Orders / Frequently Used Parts

   Parts identified as frequently-used parts, including but not limited to parts for Atlas Overhead Doors, The Cookson Company, Inc., Cornell Iron Works, Inc., Kinnear Mfg. Co., Liftmaster, Link Controls, McKee Door Sales, Overhead Door Corp., Pacific Rolling Door, Powermaster, Rytec Corp., and Stanley, Vemco industrial overhead doors and lift mechanisms, shall be provided by the Contractor as soon as possible and no later than twelve (12) working hours after receiving a job order from King County. There shall be no shipping or freight charges on any stock orders.

2. Non-Stock Orders

   Delivery for non-stocked parts shall be as soon as possible and no later than three (3) business days. There shall be no shipping or freight charges on any non-stock orders.

3. Non-Stock Rush Orders

   Rush or overnight delivery may incur shipping or freight charges. King County will not accept nor authorize payment for freight charges unless rush delivery was specifically requested in writing, including email, by an authorized County representative. Freight charges shall not exceed the actual freight charges for those items ordered.

4. Emergency Repairs

   Contractor shall provide parts for emergency repairs as soon as possible and no later than 24 hours after receiving a job order from King County.

   Freight charges shall be handled as for non-stock rush order in Subsection 6.8.D.3 above.

5. Delivery

   a. Contractors are urged to give careful consideration to the County's requirements and to the availability of qualified staff when establishing delivery times.

   b. All parts shall be delivered to the address provided at time of order placement.

6.9 Preventive Maintenance

A. Preventative Maintenance Requirements

1. Contractor shall provide a fully trained and experienced repair and service crew to perform the inspections.

2. Contractor shall perform at a minimum the following preventative maintenance and any other routine maintenance functions as required by the door manufacturer and/or industry practices and standards:

   a. Inspection of doors and parts shall include, but is not limited to:

      (1) Operation of the door through a full range of movement.
      (2) Opener assembly
      (3) Rollers
      (4) Hinges
      (5) Cables
      (6) Door Panels
      (7) Operator Drive Chain/Belt
      (8) Electrical Connections

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(9) Reversing Switches/Relays

(10) Counter

(11) Door seals and weather-stripping

(12) Springs

b. Clean and lubricate all moving parts in accordance with the door manufacturer's and/or industry requirements as needed, including but not limited to:

(1) Rollers

(2) Hinges

(3) Operator

(4) Operator Chain

(5) Gear Boxes

c. Adjust:

(1) Counterbalance Springs

(2) Operator Limit Switches

(3) Operator Brakes

(4) Operator Belts

(5) Operator Clutch

(6) Reversing Devices

(7) Fasteners

(8) Prox. Sensors

B. Replacement Parts and Repairs

1. If the Contractor discovers an item that requires immediate repair or is a safety hazard, Contractor shall contact the designated on-site County representative for approval. No repairs shall be made without prior written approval.

2. Contractor shall provide a list of worn and failed parts along with parts that appear to be near the end of their useful life for replacement including part numbers, where applicable, and Contract pricing.

C. Door Maintenance Schedule

1. Upon request, the Contractor shall provide a maintenance schedule including maintenance guidelines (see Subsection 6.17.A) for each facility to the designated County contact prior to performing any preventative maintenance services.

2. The Contractor shall examine and maintain each door in accordance with the frequencies listed below:

Location	Frequency	Estimated Service Requirement
Roads	Quarterly	Approximately one (1) hour per door per quarter.
Facilities – all locations	Quarterly	Approximately two (2) hours per door per quarter

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Location	Frequency	Estimated Service Requirement
Airport	Semi-Annually	Unknown
Solid Waste	Semi-Annually	Approximately 40 hours Semi-Annually

D. Inspection Reports

1. An inspection report for each overhead door is required after the preventative maintenance service is completed. The inspection report shall include, but is not limited to the following:
   a. All items checked;
   b. Conditions found; and
   c. Any recommended repairs or actions
2. A written inspection report shall be provided to the designated County representative within five (5) days of the service date.

6.10 Site Maintenance

The Contractor shall keep the work site clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before acceptance of the work, the work site shall be cleared of equipment, unused materials, and debris to present a clean and neat appearance.

6.11 Damage to Existing Property

A. Contractor shall execute all work in an orderly and careful manner with due consideration to the existing structure, surface finishes and facility usages.

B. The Contractor shall be held responsible for any damage to existing structures, work, materials or equipment because of its operations, and shall repair or replace any damaged properties, structures, finishes, materials or equipment to the satisfaction of and at no additional cost to the County.

6.12 Operating and Maintenance Manuals

The Contractor shall provide the County with one (1) Operation and Maintenance (O&M) Manual for all replacement doors and lift mechanisms at the time of installation.

6.13 Post Award Site Visits

Upon award of a Contract, the Contractor shall visit each King County facility to meet with the designated County representative to identify the doors and to establish a list of the most frequently used replacement parts. With respect to the King County Metro bus maintenance bases and support facility buildings, the Contractor shall arrange to meet with each base Millwright.

6.14 King County Escort

Some King County agencies, for example King County Adult and Juvenile Detention may require and provide an escort for the Contractor's technician at the Correctional Facility during maintenance and repair work.

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6.15 King County ID Badge

KCIA requires that Contractor's service technicians working on-site at the KCIA obtain an ID badge. Forms are available at the Reception desk on the second floor of the Main Terminal Building located at 7277 Perimeter Road South, Seattle, WA 98108-3844.

6.16 Background Check

All of the Contractor's employees performing work under this Contract at the secured locations listed below in Subsection 6.16.A shall undergo and pass a background investigation conducted by King County Department Adult and Juvenile Detention (DAJD). The apparent successful Bidder shall submit a list of the employees who will be performing work under this Contract at these secured locations to the background check coordinator prior to Contract award (see Subsection 6.17.C). The Contractor shall not perform any work at these secured facilities until the background checks have been completed and approved by King County.

A. Locations requiring a background check including contact information for the background check coordinator are:

1. Maleng Regional Justice Center (MRJC)

   Contact:

   - DAJD Sgt. Roderick Dreyer at 206-205-2153, roderick.dreyer@kingcounty.gov or
   - FMD Detention Superintendent Rick Foster at 206-205-8803, rick.foster@kingocunty.gov.

2. King County Correctional Facility (KCCF)

   Contact:

   - DAJD Sgt. David Bliss at 206-296-1209, david.bliss@kingcounty.gov

B. New Employees

Contractor shall submit the names of new employees during the Contract term for a background check before assigning them to perform the work of this Contract at one of the secured facilities.

6.17 Submittals

A. Maintenance Guide

Contractor / Bidder shall supply a recommended maintenance guide which meets industry standards within ten (10) days after Contract Award.

B. ~~Parts and Supplies Catalogs and Published Price Lists~~ DELETED PER ADDENDUM #1

The Contractor shall furnish with the bid, at no additional cost, the latest dated catalogs, ~~published~~ price lists and/or published manufacturer's net price lists for parts and ~~supplies including~~ replacement doors and lift mechanisms. Price lists can be ~~in hard~~ copy, disk or electronic format.

Additionally, during the Contract ~~term, Contractor~~ shall furnish all necessary parts and supplies catalogs, price ~~lists and/or~~ latest dated published manufacturer's net price lists to customers at no ~~cost within~~ two (2) weeks from the date of request by the County.

C. Employee List for Background Checks

Bidder shall submit a list of employees requiring a background check pursuant to Subsection 6.16 within five (5) days of notification from the County prior to Contract Award. Failure to submit this required information may result in rejection of the bid.

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SECTION 7 Bid Response

7.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted. Bidders shall complete all of the Pricing schedules in Subsection 7.6. Failure to completely bid all items in all Schedules as required in Subsection 7.6 may render the bid non-responsive.

Bidders are cautioned **not** to alter the specification, pricing information section, and the terms and conditions of this Invitation to Bid (ITB). **Any alteration may render a bid non-responsive.** This means **do not** include your normal quote sheet as it may have terms and conditions that conflict with this ITB rendering your bid non-responsive.

7.2 Delivery

Delivery is required as soon as possible and not later than the requirements in Subsection 6.8.D after verbal placement of an order. Bid prices shall include delivery, FOB destination, to the location designated at the time or order placement.

7.3 Bidder's Contact Information

Physical Address: 14701 15TH AVE NE, SHORELINE, WA 98155

Mailing Address: P.O. BOX 55549, SHORELINE, WA 98155

Name of contact person: JOHN DIPRETE

Telephone No. (Local/Toll Free): (206) 632-0533 / 1-800-321-6394

Emergency Phone No. (206) 632-0533 / 1-800-321-6394

State hours and days of operation:

Hours: 7 **a.m. to** 4 **p.m. Days:** MONDAY **to** FRIDAY

7.4 Service Facility

Indicate service facility below if different than the information provided in subsection 7.3.

Address: _____

Telephone No.: _____

7.5 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

A. The date printed on the invoice is more than three days earlier than the invoice receipt date;

B. The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;

C. An invoice is received prior to receiving goods ordered.

Prompt pay discount offered 1 **%** - 20 **Days, Net** 30

7.6 **Pricing**

REPLACED W/ ADDENDUM #1

In the event of a discrepancy between the Manufacturer's Suggested List Price (MSLP) and the Extended Price, the MSLP will prevail. Estimated quantities are the County's anticipated requirements during the one (1) year Contract period. Estimated quantities do not constitute a guarantee of work and are used for bid evaluation purposes only. The prompt payment discount offered is separate from the discount percentage offered below. **To be considered responsive, Bidders shall bid on all schedules as directed.**

A. **Schedule 1 – Replacement Doors, Lift Mechanisms, Parts and Supplies**

Schedule 1 provides a representative list of the items to be purchased under this Contract. Other related items may also be purchased under this Contract—see Subsection 7.6.D Schedule 2. The discount percentage offered for the listed items shall be consistent for all related items purchased under this Contract.

To ensure equivalence, the base price for **Schedule 1** shall be the **current** Manufacturer's Suggested List Price (MSLP). Using that as a basis, fill in the MSLP, the Discount Percentage (if any) offered from the MSLP and the Unit Price. If no discount off is offered, enter 0% in the appropriate space. The **Discount** is calculated by multiplying the MSLP times the Discount Percentage (if any). The **Unit Price** is calculated by subtracting the Discount from the MSLP. The unit price includes delivery and installation costs. To be considered responsive. **Bids may be deemed non-responsive if Bidder fails to complete all of the fields listed below.**

Item No.	Est. Qty	UOM	Description	MSLP	Disc. %	Discount	Unit Price	Extended Price
Parts								
1.	26	FT	Pneumatic Air Hose Brand and Part No. Offered: _____	$	%	$	$	$
2.	2	EA	Air switch - Pneumatic Air Box, Ext 3-wire Brand and Part No. Offered: _____	$	%	$	$	$
3.	2	EA	Air switch kit - plug, box, cover, cord grips, locknut, screw, clamp, Z-bracket, and spring, plate. Brand and Part No. Offered: _____	$	%	$	$	$
4.	20	EA	Anchor sleeve - Anchor, Hex Nut Sleeve (Various sizes - 1/4" x 2.25", 1/4" x 1-3/8", 5/16" x 1-1/2", 3/8" x 1-7/8", 3/8" x 3", 1/2" x 3") Brand and Part No. Offered: _____	$	%	$	$	$
5.	38	FT	Bottom bar assy - Includes 2 - Lengths of 2" solid angle, primed, bulb seal and half slat Brand and Part No. Offered: _____	$	%	$	$	$

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REPLACED w/ ADDENDUM #1

Item No.	Est. Qty	UOM	Description	MSLP	Disc. %	Discount	Unit Price	Extended Price
6.	3	EA	5L290 Drive belt Brand and Part No. Offered: _____	$	%	$	$	$
7.	36	EA	Track bolts - Ribbed Neck, 1/4"-20 x 5/8", 1/4"-20 x 1" Brand and Part No. Offered: _____	$	%	$	$	$
8.	5	EA	1" bearing - Standard Shaft Bearing 400 lb load Brand and Part No. Offered: _____	$	%	$	$	$
9.	48	FT	5/32" cable Brand and Part No. Offered: _____	$	%	$	$	$
10.	3	FT	#50 roller chain Brand and Part No. Offered: _____	$	%	$	$	$
11.	2	EA	Clutch disc Brand and Part No. Offered: _____	$	%	$	$	$
12.	1	EA	Contactor/Controller Telemecanique 24V (old or new style) Brand and Part No. Offered: _____	$	%	$	$	$
13.	1	EA	3-button control, Nema 1, Standard Brand and Part No. Offered: _____	$	%	$	$	$
14.	8	EA	Endlock - 3" Curved Brand and Part No. Offered: _____	$	%	$	$	$
15.	1	EA	#5 11-gauge hinge Brand and Part No. Offered: _____	$	%	$	$	$
16.	2	EA	#6 11-gauge hinge Brand and Part No. Offered: _____	$	%	$	$	$
17.	51	EA	Multipurpose Lube - 16 oz. Can Brand and Part No. Offered: _____	$	%	$	$	$

REPLACED ADDENDUM #1

Item No.	Est. Qty	UOM	Description	MSLP	Disc. %	Discount	Unit Price	Extended Price
18.	26	EA	Slip-It Spray Lube - 11 oz. Can or approved equal Brand and Part No. Offered: _____	$	%	$	$	$
19.	1	EA	Grease - Loctite Superlube 14.1 oz or approved equal Brand and Part No. Offered: _____	$	%	$	$	$
20.	3	EA	Loctite - Threadlocker 1.69 oz. or approved equal Brand and Part No. Offered: _____	$	%	$	$	$
21.	20	EA	Hex Nut 1/4" - Zinc Plated 1/4-20 Brand and Part No. Offered: _____	$	%	$	$	$
22.	35	EA	Serrated Flange Nut 1/4" - Zinc Plated 1/4-20 Brand and Part No. Offered: _____	$	%	$	$	$
23.	2	EA	Thru-beam Photo Eyes - Long Distance Brand and Part No. Offered: _____	$	%	$	$	$
24.	1	EA	Small Take Up Reel Cord Reel 2-wire 20' Brand and Part No. Offered: _____	$	%	$	$	$
25.	1	EA	Large Take Up Reel - Cord Reel 3-wire 30' Brand and Part No. Offered: _____	$	%	$	$	$
26.	2	EA	Relay, Time Delay - 24VDC DPDT Brand and Part No. Offered: _____	$	%	$	$	$
27.	14	EA	2" Long Stem Roller, 2" 10 Ball 7" Stem Brand and Part No. Offered: _____	$	%	$	$	$
28.	2	EA	3" Long Stem Roller, 3" 10 Ball 7" Stem Brand and Part No. Offered: _____	$	%	$	$	$

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REPLACED w/ ADDENDUM #1

Item No.	Est. Qty	UOM	Description	MSLP	Disc. %	Discount	Unit Price	Extended Price
29.	60	EA	"Tek Screws" Hex Washer Head – Various sizes (1/4"-14 x 3/4", 1/4"-20 x 3/4", 1/4"-14 x 1", 1/4"-20 x 1") Brand and Part No. Offered: _____	$	%	$	$	$
30.	52	FT	R & S Slat #25 - Large Flat Slat 2-1/2" Non-Insl 22-gauge or approved equal Brand and Part No. Offered: _____	$	%	$	$	$
31.	91	FT	Raynor Slat LC - Large Curved Slat 2-3/4" non-Insl 22-gauge or approved equal Brand and Part No. Offered: _____	$	%	$	$	$
32.	2	EA	Spreader Bar - Adjustable Spreader Arm for 1" shaft Brand and Part No. Offered: _____	$	%	$	$	$
33.	8	FT	Flat Plate Steel 4"x1/4" Brand and Part No. Offered: _____	$	%	$	$	$
34.	9	FT	Steel Tube 3"x2" Brand and Part No. Offered: _____	$	%	$	$	$
35.	2	FT	Uni-Strut Slotted C-Channel Brand and Part No. Offered: _____	$	%	$	$	$
36.	12	FT	2" Angle Mount Track Brand and Part No. Offered: _____	$	%	$	$	$
37.	1	EA	Transformer Multi tap 115/208/230/24V 40 VA Brand and Part No. Offered: _____	$	%	$	$	$
38.	2	EA	V-Groove Wheel 6" Elite PowerWheel or approved equal Brand and Part No. Offered: _____	$	%	$	$	$
39.	1	EA	Raynor Door Section, 12'2" x 24" Brand and Part No. Offered: _____	$	%	$	$	$

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REPLACED w/ ADDENDUM #1

Item No.	Est. Qty	UOM	Description	MSLP	Disc. %	Discount	Unit Price	Extended Price
40.	1	EA	Raynor Door Section, 12'2" x 21" Brand and Part No. Offered:	$	%	$	$	$
Replacement Lift Mechanisms – Please provide								
41.	1	EA	A.O. Smith Electrical Products - ½ HP; 1725 RPM; 115/230 V; 1 phase lift mechanism	$	%	$	$	$
42.	1	EA	A.O. Smith Electrical Products - ½ HP RPM 1725/1425. 208-230/460 Volts; 3 phases lift mechanism	$	%	$	$	$
43.	1	EA	A.O. Smith Electrical Products - ½ HP; 1725 RPM; 115/230 V; 1 phase lift mechanism	$	%	$	$	$
Replacement Doors								
44.	1	EA	TNR Industries Model HDL45 30' W x 16' H Roll up Door	$	%	$	$	$
45.	1	EA	TNR Industries Model HDE 10' W x 10' H Roll up Door	$	%	$	$	$
46.	1	EA	TNR Industries Model XL 41'8" W x 16' H Roll up Door	$	%	$	$	$
							Schedule 1 Bid Total	$

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REPLACED w/ ADDENDUM #1

B. **Schedule 2 – Other Related Items**

The discount percentage offered for Other Related Items not specifically listed shall be consistent for all related product lines, product groups and supplies purchased under this contract. For bid evaluation purposes Bidders shall assume the following Estimated Annual Usage per year for Other Related Items. Bidders shall state below the Discount Percent (if any) from the Manufacturer's Suggested List Price (MSLP), if applicable, offered on Replacement Parts. The **Discount** is calculated by multiplying the Estimated Annual Usage quantity times the Discount Percentage (if any). If no discount off is offered, enter 0% in the appropriate space. To calculate the **Extended Total**, subtract the Discount from the Estimated Annual Usage. **Bids may be deemed non-responsive if Bidder fails to complete all of the fields listed below.**

Item #	Estimated Annual Usage	Description	% Disc from MSLP	Discount	Extended Total
1.	$ 20,000.00	Related Parts and Supplies - less than a complete industrial - overhead door, and/or - less than a complete industrial overhead door lift mechanism	%	$	$
2.	$ 15,000.00	Replacement industrial overhead roll up door (not including industrial overhead door lift mechanism).	%	$	$
3.	$ 10,000.00	Replacement industrial overhead sectional door (not including industrial overhead door lift mechanism)	%	$	$
4.	$ 5,000.00	Replacement industrial overhead door other than roll up or sectional (not including industrial overhead door lift mechanism)			

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REPLACED w/ ADDENDUM #1

Item #	Estimated Annual Usage	Description	% Disc from MSLP	Discount	Extended Total
5.	$ 5,000.00	Discount off of list price for a replacement industrial overhead door lift mechanism (not including the industrial overhead door).	%	$	$
				Schedule 2 Total	**$**

C. **Schedule 3 – Maintenance / Repair Service**

Schedule 3 provides labor rates for on-call maintenance and repair services unless otherwise specified in this document. For bid evaluation purposes Bidders shall assume the following estimated labor hours per year for maintenance/repair service. Travel time and mileage costs shall be included in the hourly Unit Price and are not otherwise reimbursable, including travel time to obtain any necessary part(s) to complete the repair. Labor hours shall be billed in 15 minute increments. **Bids may be deemed non-responsive if Bidder fails to complete all of the fields listed below.**

Item #	Est. Qty	UOM	Description	Unit Price	Extended Price
1.	100	HR	Straight Time Maintenance / Repair Services during normal working hours (one person) (8:00 a.m. – 4:30 p.m. Monday - Friday)	$	$
2.	10	HR	Straight Time Maintenance / Repair Services during normal working hours - Crew (two people) (8:00 a.m. – 4:30 p.m. Monday - Friday)	$	$
3.	20	HR	Overtime Maintenance / Repair Services (one person) (after 4:31 p.m. – 7:59 a.m. Monday – Friday **and** all day Sunday & Saturday, and Holidays)	$	$

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REPLACED w/ ADDENDUM #1

Item #	Est. Qty	UOM	Description	Unit Price	Extended Price
4.	10	HR	Overtime Maintenance / Repair Services – Crew (two people) (after 4:31 p.m. – 7:59 a.m. Monday – Friday **and** all day Sunday & Saturday, and Holidays)	$	$
				Schedule 3 Total	**$**

D. **Schedule 4 – KCIA On-Call Maintenance / Repair Service**

Schedule 4 provides labor rates for on-call maintenance and repair services at the KCIA. For bid evaluation purposes Bidders shall assume the following estimated labor hours per year for maintenance/repair service. Travel time and mileage costs shall be included in the hourly Unit Price and are not otherwise reimbursable, including travel time to obtain any necessary part(s) to complete the repair. Labor hours will be billed in 15 minute increments. **Bids may be deemed non-responsive Bidder fails fail to complete <u>all</u> of the fields listed below.**

Item #	Est. Qty	UOM	Description	Unit Price	Extended Price
1.	10	HR	Straight Time Maintenance / Repair Services during normal working hours (one person) (8:00 a.m. – 4:30 p.m. Monday - Friday)	$	$
2.	10	HR	Straight Time Maintenance / Repair Services during normal working hours - Crew (two people) (8:00 a.m. – 4:30 p.m. Monday - Friday)	$	$
3.	10	HR	Overtime Maintenance / Repair Services (one person) (after 4:31 p.m. – 7:59 a.m. Monday – Friday **and** all day Sunday & Saturday, and Holidays)	$	$
4.	10	HR	Overtime Maintenance / Repair Services – Crew (two people) (after 4:31 p.m. – 7:59 a.m. Monday – Friday **and** all day Sunday & Saturday, and Holidays)	$	$
				Schedule 4 Total	**$**

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E. **Schedule 5 – Preventive Maintenance Service** REPLACED w/ ADDENDUM #1

For bid evaluation purposes Bidders shall assume the following estimated labor hours per year for repair service. Travel time and mileage costs shall be included in Unit Price and are not otherwise reimbursable including travel time to obtain any necessary part(s) to complete the repair. **Bids may be deemed non-responsive if Bidder fails to complete all of the fields listed below.**

Item#	Est. Qty	UOM	Description	Unit Cost	Cost Per Year
1	4	Quarterly	Roads – all locations	$_____	$_____
2	2	Semi-annually	KCIA – all locations	$_____	$_____
3	4	Quarterly	FMD – all locations	$_____	$_____
4	2	Semi-annually	Solid Waste – all locations	$_____	$_____
				Schedule 5 Total	**$**

Total Bid Price (Schedules 1 + 2 +3 + 4 + 5) $_____

(also enter on cover page)

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7.7 References

List the names and addresses of four (4) customers of a similar size as King County whose facilities with overhead doors contain critical operations, for whom the Bidder has performed or provided similar maintenance and repair services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a Bidder be found unsatisfactory, King County, at its sole option, may reject that Bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **Reference shall be submitted with bid.**

Company Name:	KING COUNTY	Company Name:	TACOMA P.U.D.
Company Address:	401 5TH AVE, SEATTLE	Company Address:	3628 SO. 35TH ST., TACOMA
Company Phone:	206-263-9305	Company Phone:	(253) 502-8504
Contact Person:	MARY SCHUMACHER	Contact Person:	BRAD KASEMEIER
Type of Doors worked on:	ALL OF K.C. DOORS: ROADS, METRO CORRECTIONAL FACILITIES, SECTIONAL, COILING, SLIDING DOORS + GATES	Type of Doors worked on:	SECTIONAL AND COILING DOORS
No. of Doors Serviced:	70+	No. of Doors Serviced:	25+
Inclusive Dates:	1996 - 2005	Inclusive Dates:	2007 - CURRENT

Company Name:	CITY OF SEATTLE	Company Name:	CITY OF REDMOND
Company Address:	700 5TH AVE #4112, SEATTLE	Company Address:	P.O. BOX 97010, REDMOND
Company Phone:	(206) 684-0452	Company Phone:	(425) 556-2716
Contact Person:	DAVID STUBBLEFIELD	Contact Person:	TIM FOUNTAIN
Type of Doors worked on:	SECTIONAL, COILING, SLIDING DOORS + GATES	Type of Doors worked on:	SECTIONAL + COILING DOORS
No. of Doors Serviced:	50+	No. of Doors Serviced:	25+
Inclusive Dates:	1992 - CURRENT	Inclusive Dates:	1999 - CURRENT

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Bid Opening Label

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

URGENT – SEALED BID ENCLOSED
Do Not Delay – Deliver Immediately

URGENT

King County

King County Procurement &
Contract Services Section
Chinook Building, 3rd FL
CNK-ES-0340
401 Fifth Avenue
Seattle, WA 98104

Bid No. **1115-10-MZS**

Bid Title Overhead Doors Maintenance and Replacement Doors, Lift Mechanisms and Related Parts

Due Date

Vendor

URGENT

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Attachment A
Pre-Bid Conference Schedule

1.	Location:	King County Roads 155 Monroe Ave NE, Bldg C Renton, WA 98056
	Date:	Thursday, May 6, 2010
	Time:	9:00 a.m. Seattle Time
2.	Location:	King County Transit Atlantic Base* Maintenance Building 1555 Airport Way S Seattle, WA 98134 *Note: After touring the Atlantic Base we will visit the Central Base which is located across the street.
	Date:	Thursday, May 6, 2010
	Time:	11:15 a.m. Seattle Time
3.	Location:	King County International Airport Main Terminal 7277 Perimeter RD S Seattle, WA 98108-3844
	Date:	Thursday, May 13, 2010
	Time:	10:00 a.m. Seattle Time

King County

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BUY AMERICA CERTIFICATE
Certificate of Compliance with Section 165(A)

The vendor hereby certifies that it **Will** comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR Part 661.

Signature: Bruno Raes Date: 5/28/2010
Title: GENERAL MANAGER
Company Name: CRESSY DOOR COMPANY, INC

OR

Certificate Of Noncompliance With Section 165(a)

The vendor hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR Part 661.7.

Signature: _____ Date: _____
Title: _____
Company Name: _____

It is important to remember that this Bid is funded in part by the FEDERAL TRANSIT ADMINISTRATION (FTA). In accordance with FTA requirements, each vendor Shall complete this Attachment H and submit it to the County with and as a part of their Bid.

Par. 661.5 GENERAL REQUIREMENTS FOR STEEL AND MANUFACTURED PRODUCTS.

1. Except as provided in Part 661 no funds may be obligated by FTA for a grantee project unless all steel and manufactured products used in the project are produced in the United States.
2. All steel manufacturing processes must take place in United States, except metallurgical processes involving refine of steel additives.
3. The steel requirements apply to all steel items including, but not limited to, structural steel, running rail and contact rail.
4. For a manufactured product to be considered produced in the United States:
   (a) All of the manufacturing processes for the product must take place in the United States; and
   (b) All items or material used in the product must be of United States origin.

YGC

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CERTIFICATE OF LOBBYING ACTIVITIES
CONTRACT NO.

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No federally appropriated funds have been paid or Will be paid, by or on behalf of the undersigned, to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal Contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or Will be paid to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee or a Member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned Shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the Contract administrator.

C. The undersigned Shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants and Contracts under grants, loans and cooperative agreements) and that all recipients of Subcontract awards in excess of $100,000 Shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 1352, Title 31, U.S. Code. Any Person who fails to file the required certification Shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Date: 5/28/2010

Company Name: CRESSY DOOR COMPANY, INC

Authorized Signature: Bruno Raes

Printed Name/Title: BRUNO RAES / GENERAL MANAGER

Attachment B

State of Washington
DEPARTMENT OF LABOR AND INDUSTRIES
Prevailing Wage Section - Telephone (360) 902-5335
PO Box 44540, Olympia, WA 98504-4540

COPY

Washington State Prevailing Wage Rates For Public Works Contracts

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

KING COUNTY

EFFECTIVE 3-03-2010

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Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
		(See Benefit Code Key)		
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	$40.03	1H	5D	
BOILERMAKERS				
JOURNEY LEVEL	$56.53	1C	5N	
BRICK MASON				
BRICK AND BLOCK FINISHER	$39.49	1M	5A	
JOURNEY LEVEL	$46.35	1M	5A	
BUILDING SERVICE EMPLOYEES				
JANITOR	$17.98	2F	5S	
TRAVELING WAXER/SHAMPOOER	$18.39	2F	5S	
WINDOW CLEANER (NON-SCAFFOLD)	$22.65	2F	5S	
WINDOW CLEANER (SCAFFOLD)	$23.51	2F	5S	
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	$16.67	1		
CARPENTERS				
ACOUSTICAL WORKER	$48.60	1H	5D	
BRIDGE, DOCK AND WARF CARPENTERS	$48.47	1H	5D	
CARPENTER	$48.47	1H	5D	
CREOSOTED MATERIAL	$48.57	1H	5D	
DRYWALL APPLICATOR	$48.74	1H	5D	
FLOOR FINISHER	$48.60	1H	5D	
FLOOR LAYER	$48.60	1H	5D	
FLOOR SANDER	$48.60	1H	5D	
MILLWRIGHT AND MACHINE ERECTORS	$49.47	1H	5D	
PILEDRIVERS, DRIVING, PULLING, PLACING COLLARS AND WELDING	$48.67	1H	5D	
SAWFILER	$48.60	1H	5D	
SHINGLER	$48.60	1H	5D	
STATIONARY POWER SAW OPERATOR	$48.60	1H	5D	
STATIONARY WOODWORKING TOOLS	$48.60	1H	5D	
CEMENT MASONS				
JOURNEY LEVEL	$49.15	1M	5D	
DIVERS & TENDERS				
DIVER	$100.28	1M	5D	8A
DIVER ON STANDBY	$56.68	1M	5D	
DIVER TENDER	$52.23	1M	5D	
SURFACE RCV & ROV OPERATOR	$52.23	1M	5D	
SURFACE RCV & ROV OPERATOR TENDER	$48.85	1B	5A	
DREDGE WORKERS				
ASSISTANT ENGINEER	$49.57	1T	5D	8L
ASSISTANT MATE (DECKHAND)	$49.06	1T	5D	8L
BOATMEN	$49.57	1T	5D	8L
ENGINEER WELDER	$49.62	1T	5D	8L

KING COUNTY

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(See Benefit Code Key)

Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
LEVERMAN, HYDRAULIC	$51.19	1T	5D	8L
MAINTENANCE	$49.06	1T	5D	8L
MATES	$49.57	1T	5D	8L
OILER	$49.19	1T	5D	8L
DRYWALL TAPERS				
JOURNEY LEVEL	$48.79	1E	5P	
ELECTRICAL FIXTURE MAINTENANCE WORKERS				
JOURNEY LEVEL	$25.34	1E	5L	
ELECTRICIANS - INSIDE				
CABLE SPLICER	$61.95	2W	5L	
CABLE SPLICER (TUNNEL)	$66.57	2W	5L	
CERTIFIED WELDER	$59.85	2W	5L	
CERTIFIED WELDER (TUNNEL)	$64.25	2W	5L	
CONSTRUCTION STOCK PERSON	$31.83	2W	5L	
JOURNEY LEVEL	$57.74	2W	5L	
JOURNEY LEVEL (TUNNEL)	$61.95	2W	5L	
ELECTRICIANS - MOTOR SHOP				
CRAFTSMAN	$15.37	2A	6C	
JOURNEY LEVEL	$14.69	2A	6C	
ELECTRICIANS - POWERLINE CONSTRUCTION				
CABLE SPLICER	$59.79	4A	5A	
CERTIFIED LINE WELDER	$54.59	4A	5A	
GROUNDPERSON	$39.07	4A	5A	
HEAD GROUNDPERSON	$41.22	4A	5A	
HEAVY LINE EQUIPMENT OPERATOR	$54.59	4A	5A	
JACKHAMMER OPERATOR	$41.22	4A	5A	
JOURNEY LEVEL LINEPERSON	$54.59	4A	5A	
LINE EQUIPMENT OPERATOR	$46.32	4A	5A	
POLE SPRAYER	$54.59	4A	5A	
POWDERPERSON	$41.22	4A	5A	
ELECTRONIC TECHNICIANS				
ELECTRONIC TECHNICIANS JOURNEY LEVEL	$31.00	1		
ELEVATOR CONSTRUCTORS				
MECHANIC	$67.91	4A	6Q	
MECHANIC IN CHARGE	$73.87	4A	6Q	
FABRICATED PRECAST CONCRETE PRODUCTS				
ALL CLASSIFICATIONS	$13.60	2K	5B	
FENCE ERECTORS				
FENCE ERECTOR	$15.18	1		
FLAGGERS				
JOURNEY LEVEL	$33.93	1H	5D	
GLAZIERS				
JOURNEY LEVEL	$48.61	1Y	5G	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	$50.28	1S	5J	
HEATING EQUIPMENT MECHANICS				
MECHANIC	$59.32	1E	6L	
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL	$41.28	1H	5D	
INDUSTRIAL ENGINE AND MACHINE MECHANICS				
MECHANIC	$15.65	1		

KING COUNTY

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(See Benefit Code Key)

Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
INDUSTRIAL POWER VACUUM CLEANER				
JOURNEY LEVEL	$9.24	1		
INLAND BOATMEN				
CAPTAIN	$48.39	1K	5B	
COOK	$45.36	1K	5B	
DECKHAND	$45.36	1K	5B	
ENGINEER/DECKHAND	$46.25	1K	5B	
MATE, LAUNCH OPERATOR	$47.35	1K	5B	
INSPECTION/CLEANING/SEALING OF SEWER & WATER SYSTEMS BY REMOTE CONTROL				
CLEANER OPERATOR, FOAMER OPERATOR	$31.49	1		
GROUT TRUCK OPERATOR	$11.48	1		
HEAD OPERATOR	$24.91	1		
TECHNICIAN	$19.33	1		
TV TRUCK OPERATOR	$20.45	1		
INSULATION APPLICATORS				
JOURNEY LEVEL	$48.47	1M	5D	
IRONWORKERS				
JOURNEY LEVEL	$54.27	1O	5A	
LABORERS				
ASPHALT RAKER	$41.28	1H	5D	
BALLAST REGULATOR MACHINE	$40.03	1H	5D	
BATCH WEIGHMAN	$33.93	1H	5D	
BRUSH CUTTER	$40.03	1H	5D	
BRUSH HOG FEEDER	$40.03	1H	5D	
BURNERS	$40.03	1H	5D	
CARPENTER TENDER	$40.03	1H	5D	
CASSION WORKER	$41.28	1H	5D	
CEMENT DUMPER/PAVING	$40.77	1H	5D	
CEMENT FINISHER TENDER	$40.03	1H	5D	
CHANGE-HOUSE MAN OR DRY SHACKMAN	$40.03	1H	5D	
CHIPPING GUN (OVER 30 LBS)	$40.77	1H	5D	
CHIPPING GUN (UNDER 30 LBS)	$40.03	1H	5D	
CHOKER SETTER	$40.03	1H	5D	
CHUCK TENDER	$40.03	1H	5D	
CLEAN-UP LABORER	$40.03	1H	5D	
CONCRETE DUMPER/CHUTE OPERATOR	$40.77	1H	5D	
CONCRETE FORM STRIPPER	$40.03	1H	5D	
CONCRETE SAW OPERATOR	$40.77	1H	5D	
CRUSHER FEEDER	$33.93	1H	5D	
CURING LABORER	$40.03	1H	5D	
DEMOLITION, WRECKING & MOVING (INCLUDING CHARRED MATERIALS)	$40.03	1H	5D	
DITCH DIGGER	$40.03	1H	5D	
DIVER	$41.28	1H	5D	
DRILL OPERATOR (HYDRAULIC, DIAMOND)	$40.77	1H	5D	
DRILL OPERATOR, AIRTRAC	$41.28	1H	5D	
DUMPMAN	$40.03	1H	5D	
EPOXY TECHNICIAN	$40.03	1H	5D	
EROSION CONTROL WORKER	$40.03	1H	5D	
FALLER/BUCKER, CHAIN SAW	$40.77	1H	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	$30.84	1H	5D	

Attachment B

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KING COUNTY

EFFECTIVE 3-03-2010

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(See Benefit Code Key)

Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
FINE GRADERS	$40.03	1H	5D	
FIRE WATCH	$33.93	1H	5D	
FORM SETTER	$40.03	1H	5D	
GABION BASKET BUILDER	$40.03	1H	5D	
GENERAL LABORER	$40.03	1H	5D	
GRADE CHECKER & TRANSIT PERSON	$41.28	1H	5D	
GRINDERS	$40.03	1H	5D	
GROUT MACHINE TENDER	$40.03	1H	5D	
GUARDRAIL ERECTOR	$40.03	1H	5D	
HAZARDOUS WASTE WORKER LEVEL A	$41.28	1H	5D	
HAZARDOUS WASTE WORKER LEVEL B	$40.77	1H	5D	
HAZARDOUS WASTE WORKER LEVEL C	$40.03	1H	5D	
HIGH SCALER	$41.28	1H	5D	
HOD CARRIER/MORTARMAN	$41.28	1H	5D	
JACKHAMMER	$40.77	1H	5D	
LASER BEAM OPERATOR	$40.77	1H	5D	
MANHOLE BUILDER-MUDMAN	$40.77	1H	5D	
MATERIAL YARDMAN	$40.03	1H	5D	
MINER	$41.28	1H	5D	
NOZZLEMAN, CONCRETE PUMP, GREEN CUTTER WHEN USING HIGH PRESSURE AIR & WATER ON CONCRETE & ROCK, SANDBLAST, GUNITE, SHOTCRETE, WATER BLASTER	$40.77	1H	5D	
PAVEMENT BREAKER	$40.77	1H	5D	
PILOT CAR	$33.93	1H	5D	
PIPE POT TENDER	$40.77	1H	5D	
PIPE RELINER (NOT INSERT TYPE)	$40.77	1H	5D	
PIPELAYER & CAULKER	$40.77	1H	5D	
PIPELAYER & CAULKER (LEAD)	$41.28	1H	5D	
PIPEWRAPPER	$40.77	1H	5D	
POT TENDER	$40.03	1H	5D	
POWDERMAN	$41.28	1H	5D	
POWDERMAN HELPER	$40.03	1H	5D	
POWERJACKS	$40.77	1H	5D	
RAILROAD SPIKE PULLER (POWER)	$40.77	1H	5D	
RE-TIMBERMAN	$41.28	1H	5D	
RIPRAP MAN	$40.03	1H	5D	
RODDER	$40.77	1H	5D	
SCAFFOLD ERECTOR	$40.03	1H	5D	
SCALE PERSON	$40.03	1H	5D	
SIGNALMAN	$40.03	1H	5D	
SLOPER (OVER 20")	$40.77	1H	5D	
SLOPER SPRAYMAN	$40.03	1H	5D	
SPREADER (CLARY POWER OR SIMILAR TYPES)	$40.77	1H	5D	
SPREADER (CONCRETE)	$40.77	1H	5D	
STAKE HOPPER	$40.03	1H	5D	
STOCKPILER	$40.03	1H	5D	
TAMPER & SIMILAR ELECTRIC, AIR & GAS	$40.77	1H	5D	
TAMPER (MULTIPLE & SELF PROPELLED)	$40.77	1H	5D	
TOOLROOM MAN (AT JOB SITE)	$40.03	1H	5D	
TOPPER-TAILER	$40.03	1H	5D	
TRACK LABORER	$40.03	1H	5D	
TRACK LINER (POWER)	$40.77	1H	5D	

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KING COUNTY

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(See Benefit Code Key)

Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
TRUCK SPOTTER	$40.03	1H	5D	
TUGGER OPERATOR	$40.77	1H	5D	
VIBRATING SCREED (AIR, GAS, OR ELECTRIC)	$40.03	1H	5D	
VIBRATOR	$40.77	1H	5D	
VINYL SEAMER	$40.03	1H	5D	
WELDER	$40.03	1H	5D	
WELL-POINT LABORER	$40.77	1H	5D	
LABORERS - UNDERGROUND SEWER & WATER				
GENERAL LABORER & TOPMAN	$40.03	1H	5D	
PIPE LAYER	$40.77	1H	5D	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	$13.56	1		
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	$28.17	1		
LANDSCAPING OR PLANTING LABORERS	$17.87	1		
LATHERS				
JOURNEY LEVEL	$48.74	1H	5D	
MARBLE SETTERS				
JOURNEY LEVEL	$46.35	1M	5A	
METAL FABRICATION (IN SHOP)				
FITTER	$15.86	1		
LABORER	$9.78	1		
MACHINE OPERATOR	$13.04	1		
PAINTER	$11.10	1		
WELDER	$15.48	1		
MODULAR BUILDINGS				
CABINET ASSEMBLY	$11.56	1		
ELECTRICIAN	$11.56	1		
EQUIPMENT MAINTENANCE	$11.56	1		
PLUMBER	$11.56	1		
PRODUCTION WORKER	$9.40	1		
TOOL MAINTENANCE	$11.56	1		
UTILITY PERSON	$11.56	1		
WELDER	$11.56	1		
PAINTERS				
JOURNEY LEVEL	$34.87	2B	6Z	
PLASTERERS				
JOURNEY LEVEL	$46.63	1R	5B	
PLAYGROUND & PARK EQUIPMENT INSTALLERS				
JOURNEY LEVEL	$8.55	1		
PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	$66.44	1G	5A	
POWER EQUIPMENT OPERATORS				
ASPHALT PLANT OPERATOR	$50.39	1T	5D	8P
ASSISTANT ENGINEERS	$47.12	1T	5D	8P
BACKHOE, EXCAVATOR SHOVEL, OVER 50 METRIC TONS TO 90 METRIC TONS	$50.94	1T	5D	8P
BACKHOE, EXCAVATOR SHOVEL, OVER 90 METRIC TONS	$51.51	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, OVER 30 METRIC TONS TO 50 METRIC TONS	$50.39	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, TRACTORS UNDER 15 METRIC TONS	$49.48	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, TRACTORS: 15 TO 30 METRIC TONS	$49.90	1T	5D	8P
BARRIER MACHINE (ZIPPER)	$49.90	1T	5D	8P

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(See Benefit Code Key)

Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
BATCH PLANT OPERATOR, CONCRETE	$49.90	1T	5D	8P
BELT LOADERS (ELEVATING TYPE)	$49.48	1T	5D	8P
BOBCAT (SKID STEER)	$47.12	1T	5D	8P
BROKK-REMOTE DEMOLITION EQUIPMENT	$47.12	1T	5D	8P
BROOMS	$47.12	1T	5D	8P
BUMP CUTTER	$49.90	1T	5D	8P
CABLEWAYS	$50.39	1T	5D	8P
CHIPPER	$49.90	1T	5D	8P
COMPRESSORS	$47.12	1T	5D	8P
CONCRETE FINISH MACHINE - LASER SCREED	$47.12	1T	5D	8P
CONCRETE PUMPS	$49.48	1T	5D	8P
CONCRETE PUMP-TRUCK MOUNT WITH BOOM ATTACHMENT	$49.90	1T	5D	8P
CONCRETE PUMP-TRUCK MOUNT WITH BOOM ATTACHMENT OVER 42 METERS	$50.39	1T	5D	8P
CONVEYORS	$49.48	1T	5D	8P
CRANE, FRICTION 100 TONS THROUGH 199 TONS	$51.51	1T	5D	8P
CRANE, FRICTION OVER 200 TONS	$52.07	1T	5D	8P
CRANES, THRU 19 TONS, WITH ATTACHMENTS	$49.48	1T	5D	8P
CRANES, 20 - 44 TONS, WITH ATTACHMENTS	$49.90	1T	5D	8P
CRANES, 45 TONS - 99 TONS, UNDER 150 FT OF BOOM (INCLUDING JIB WITH ATACHMENTS)	$50.39	1T	5D	8P
CRANES, 100 TONS - 199 TONS, OR 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)	$50.94	1T	5D	8P
CRANES, 200 TONS TO 300 TONS, OR 250 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)	$51.51	1T	5D	8P
CRANES, A-FRAME, 10 TON AND UNDER	$47.12	1T	5D	8P
CRANES, A-FRAME, OVER 10 TON	$49.48	1T	5D	8P
CRANES, OVER 300 TONS, OR 300' OF BOOM INCLUDING JIB WITH ATTACHMENTS	$52.07	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE (20 - 44 TONS)	$49.90	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE (45 - 99 TONS)	$50.39	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE (100 TONS & OVER)	$50.94	1T	5D	8P
CRANES, TOWER CRANE UP TO 175' IN HEIGHT, BASE TO BOOM	$50.94	1T	5D	8P
CRANES, TOWER CRANE OVER 175' IN HEIGHT, BASE TO BOOM	$51.51	1T	5D	8P
CRUSHERS	$49.90	1T	5D	8P
DECK ENGINEER/DECK WINCHES (POWER)	$49.90	1T	5D	8P
DERRICK, BUILDING	$50.39	1T	5D	8P
DOZER, QUAD 9, D-10, AND HD-41	$50.39	1T	5D	8P
DOZERS, D-9 & UNDER	$49.48	1T	5D	8P
DRILL OILERS - AUGER TYPE, TRUCK OR CRANE MOUNT	$49.48	1T	5D	8P
DRILLING MACHINE	$49.90	1T	5D	8P
ELEVATOR AND MANLIFT, PERMANENT AND SHAFT-TYPE	$47.12	1T	5D	8P
EQUIPMENT SERVICE ENGINEER (OILER)	$49.48	1T	5D	8P
FINISHING MACHINE/BIDWELL GAMACO AND SIMILAR EQUIP	$49.90	1T	5D	8P
FORK LIFTS, (3000 LBS AND OVER)	$49.48	1T	5D	8P
FORK LIFTS, (UNDER 3000 LBS)	$47.12	1T	5D	8P
GRADE ENGINEER	$49.90	1T	5D	8P
GRADECHECKER AND STAKEMAN	$47.12	1T	5D	8P
GUARDRAIL PUNCH	$49.90	1T	5D	8P
HOISTS, OUTSIDE (ELEVATORS AND MANLIFTS), AIR TUGGERS	$49.48	1T	5D	8P
HORIZONTAL/DIRECTIONAL DRILL LOCATOR	$49.48	1T	5D	8P
HORIZONTAL/DIRECTIONAL DRILL OPERATOR	$49.90	1T	5D	8P
HYDRALIFTS/BOOM TRUCKS (10 TON & UNDER)	$47.12	1T	5D	8P

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(See Benefit Code Key)

Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
HYDRALIFTS/BOOM TRUCKS (OVER 10 TON)	$49.48	1T	5D	8P
LOADERS, OVERHEAD (6 YD UP TO 8 YD)	$50.39	1T	5D	8P
LOADERS, OVERHEAD (8 YD & OVER)	$50.94	1T	5D	8P
LOADERS, OVERHEAD (UNDER 6 YD), PLANT FEED	$49.90	1T	5D	8P
LOCOMOTIVES, ALL	$49.90	1T	5D	8P
MECHANICS, ALL	$50.94	1T	5D	8P
MIXERS, ASPHALT PLANT	$49.90	1T	5D	8P
MOTOR PATROL GRADER (FINISHING)	$50.39	1T	5D	8P
MOTOR PATROL GRADER (NON-FINISHING)	$49.48	1T	5D	8P
MUCKING MACHINE, MOLE, TUNNEL DRILL AND/OR SHIELD	$50.39	1T	5D	8P
OIL DISTRIBUTORS, BLOWER DISTRIBUTION AND MULCH SEEDING OPERATOR	$47.12	1T	5D	8P
PAVEMENT BREAKER	$47.12	1T	5D	8P
PILEDRIVER (OTHER THAN CRANE MOUNT)	$49.90	1T	5D	8P
PLANT OILER (ASPHALT, CRUSHER)	$49.48	1T	5D	8P
POSTHOLE DIGGER, MECHANICAL	$47.12	1T	5D	8P
POWER PLANT	$47.12	1T	5D	8P
PUMPS, WATER	$47.12	1T	5D	8P
QUICK TOWER-NO CAB, UNDER 100 FEET IN HEIGHT BASED TO BOOM	$47.12	1T	5D	8P
REMOTE CONTROL OPERATOR ON RUBBER TIRED EARTH MOVING EQUIP	$50.39	1T	5D	8P
RIGGER AND BELLMAN	$47.12	1T	5D	8P
ROLLAGON	$50.39	1T	5D	8P
ROLLER, OTHER THAN PLANT ROAD MIX	$47.12	1T	5D	8P
ROLLERS, PLANTMIX OR MULTILIFT MATERIALS	$49.48	1T	5D	8P
ROTO-MILL, ROTO-GRINDER	$49.90	1T	5D	8P
SAWS, CONCRETE	$49.48	1T	5D	8P
SCRAPERS - SELF PROPELLED, HARD TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (45 YD AND OVER)	$50.39	1T	5D	8P
SCRAPERS, CONCRETE AND CARRY ALL	$49.48	1T	5D	8P
SCRAPER-SELF PROPELLED, HARD-TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (UNDER 45 YARDS)	$49.90	1T	5D	8P
SHOTCRETE GUNITE	$47.12	1T	5D	8P
SLIPFORM PAVERS	$50.39	1T	5D	8P
SPREADER, TOPSIDER & SCREEDMAN	$50.39	1T	5D	8P
SUBGRADE TRIMMER	$49.90	1T	5D	8P
TOWER BUCKET ELEVATORS	$49.48	1T	5D	8P
TRACTORS, (75 HP & UNDER)	$49.48	1T	5D	8P
TRACTORS, (OVER 75 HP)	$49.90	1T	5D	8P
TRANSFER MATERIAL SERVICE MACHINE	$49.90	1T	5D	8P
TRANSPORTERS, ALL TRACK OR TRUCK TYPE	$50.39	1T	5D	8P
TRENCHING MACHINES	$49.48	1T	5D	8P
TRUCK CRANE OILER/DRIVER (UNDER 100 TON)	$49.48	1T	5D	8P
TRUCK CRANE OILER/DRIVER (100 TON & OVER)	$49.90	1T	5D	8P
TRUCK MOUNT PORTABLE CONVEYER	$49.90	1T	5D	8P
WELDER	$50.39	1T	5D	8P
WHEEL TRACTORS, FARMALL TYPE	$47.12	1T	5D	8P
YO YO PAY DOZER	$49.90	1T	5D	8P
POWER LINE CLEARANCE TREE TRIMMERS				
JOURNEY LEVEL IN CHARGE	$40.79	4A	5A	
SPRAY PERSON	$38.73	4A	5A	
TREE EQUIPMENT OPERATOR	$39.25	4A	5A	
TREE TRIMMER	$36.50	4A	5A	

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(See Benefit Code Key)

Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
TREE TRIMMER GROUNDPERSON	$27.55	4A	5A	
REFRIGERATION & AIR CONDITIONING MECHANICS				
MECHANIC	$37.91	1		
RESIDENTIAL BRICK MASON				
JOURNEY LEVEL	$46.35	1M	5A	
RESIDENTIAL CARPENTERS				
JOURNEY LEVEL	$23.47	1		
RESIDENTIAL CEMENT MASONS				
JOURNEY LEVEL	$22.64	1		
RESIDENTIAL DRYWALL TAPERS				
JOURNEY LEVEL	$48.79	1E	5P	
RESIDENTIAL ELECTRICIANS				
JOURNEY LEVEL	$26.24	1		
RESIDENTIAL GLAZIERS				
JOURNEY LEVEL	$34.54	1H	5G	
RESIDENTIAL INSULATION APPLICATORS				
JOURNEY LEVEL	$17.60	1		
RESIDENTIAL LABORERS				
JOURNEY LEVEL	$23.03	1		
RESIDENTIAL MARBLE SETTERS				
JOURNEY LEVEL	$24.09	1		
RESIDENTIAL PAINTERS				
JOURNEY LEVEL	$24.46	1		
RESIDENTIAL PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	$34.69	1		
RESIDENTIAL REFRIGERATION & AIR CONDITIONING MECHANICS				
JOURNEY LEVEL	$62.56	1G	5A	
RESIDENTIAL SHEET METAL WORKERS				
JOURNEY LEVEL (FIELD OR SHOP)	$35.25	1R	6L	
RESIDENTIAL SOFT FLOOR LAYERS				
JOURNEY LEVEL	$39.19	2X	5A	
RESIDENTIAL SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	$36.81	2R	5C	
RESIDENTIAL STONE MASONS				
JOURNEY LEVEL	$46.35	1M	5A	
RESIDENTIAL TERRAZZO WORKERS				
JOURNEY LEVEL	$45.26	1M	5A	
RESIDENTIAL TERRAZZO/TILE FINISHERS				
JOURNEY LEVEL	$21.46	1		
RESIDENTIAL TILE SETTERS				
JOURNEY LEVEL	$25.17	1		
ROOFERS				
JOURNEY LEVEL	$40.05	1R	5A	
USING IRRITABLE BITUMINOUS MATERIALS	$43.05	1R	5A	
SHEET METAL WORKERS				
JOURNEY LEVEL (FIELD OR SHOP)	$59.32	1E	6L	
SHIPBUILDING & SHIP REPAIR				
BOILERMAKER	$32.56	1H	6W	
CARPENTER	$33.59	1B	6X	
ELECTRICIAN	$33.45	1B	6X	
HEAT & FROST INSULATOR	$50.28	1S	5J	
LABORER	$32.17	1B	6X	

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(See Benefit Code Key)

Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
MACHINIST	$33.28	1B	6X	
OPERATOR	$35.61	1B	6X	
PAINTER	$33.21	1B	6X	
PIPEFITTER	$33.18	1B	6X	
RIGGER	$33.17	1B	6X	
SANDBLASTER	$32.16	1B	6X	
SHEET METAL	$33.19	1B	6X	
SHIPFITTER	$33.17	1B	6X	
TRUCKER	$33.04	1B	6X	
WAREHOUSE	$33.09	1B	6X	
WELDER/BURNER	$33.17	1B	6X	
SIGN MAKERS & INSTALLERS (ELECTRICAL)				
SIGN INSTALLER	$22.92	1		
SIGN MAKER	$21.36	1		
SIGN MAKERS & INSTALLERS (NON-ELECTRICAL)				
SIGN INSTALLER	$27.28	1		
SIGN MAKER	$33.25	1		
SOFT FLOOR LAYERS				
JOURNEY LEVEL	$39.19	2X	5A	
SOLAR CONTROLS FOR WINDOWS				
JOURNEY LEVEL	$12.44	1	5S	
SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	$64.29	1X	5C	
STAGE RIGGING MECHANICS (NON STRUCTURAL)				
JOURNEY LEVEL	$13.23	1		
STONE MASONS				
JOURNEY LEVEL	$46.35	1M	5A	
STREET AND PARKING LOT SWEEPER WORKERS				
JOURNEY LEVEL	$19.09	1		
SURVEYORS				
CHAIN PERSON	$9.35	1		
INSTRUMENT PERSON	$11.40	1		
PARTY CHIEF	$13.40	1		
TELECOMMUNICATION TECHNICIANS				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	$22.76	1		
TELEPHONE LINE CONSTRUCTION - OUTSIDE				
CABLE SPLICER	$32.27	2B	5A	
HOLE DIGGER/GROUND PERSON	$18.10	2B	5A	
INSTALLER (REPAIRER)	$30.94	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	$30.02	2B	5A	
SPECIAL APPARATUS INSTALLER I	$32.27	2B	5A	
SPECIAL APPARATUS INSTALLER II	$31.62	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	$32.27	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	$30.02	2B	5A	
TELEVISION GROUND PERSON	$17.18	2B	5A	
TELEVISION LINEPERSON/INSTALLER	$22.73	2B	5A	
TELEVISION SYSTEM TECHNICIAN	$27.09	2B	5A	
TELEVISION TECHNICIAN	$24.35	2B	5A	
TREE TRIMMER	$30.02	2B	5A	
TERRAZZO WORKERS				
JOURNEY LEVEL	$45.26	1M	5A	

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(See Benefit Code Key)

Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
TILE SETTERS				
JOURNEY LEVEL	$21.65	1		
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	$39.09	1B	5A	
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	$38.90	1K	5A	
TRUCK DRIVERS				
ASPHALT MIX (TO 16 YARDS)	$45.63	1T	5D	8L
ASPHALT MIX (OVER 16 YARDS)	$46.47	1T	5D	8L
DUMP TRUCK	$45.63	1T	5D	8L
DUMP TRUCK & TRAILER	$46.47	1T	5D	8L
OTHER TRUCKS	$46.47	1T	5D	8L
TRANSIT MIXER	$23.45	1		
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	$17.71	1		
OILER	$12.97	1		
WELL DRILLER	$18.00	1		

Attachment C

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BENEFIT CODE KEY - EFFECTIVE 03-03-2010

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OVERTIME CODES

OVERTIME CALCULATIONS ARE BASED ON THE HOURLY RATE ACTUALLY PAID TO THE WORKER. ON PUBLIC WORKS PROJECTS, THE HOURLY RATE MUST BE NOT LESS THAN THE PREVAILING RATE OF WAGE MINUS THE HOURLY RATE OF THE COST OF FRINGE BENEFITS ACTUALLY PROVIDED FOR THE WORKER.

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

   A. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL ALSO BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   B. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   C. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   D. THE FIRST TWO (2) HOURS BEFORE OR AFTER A FIVE - EIGHT (8) HOUR WORKWEEK DAY OR A FOUR - TEN (10) HOUR WORKWEEK DAY AND THE FIRST EIGHT (8) HOURS WORKED THE NEXT DAY AFTER EITHER WORKWEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL ADDITIONAL HOURS WORKED AND ALL WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   E. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   F. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.

   G. THE FIRST TEN (10) HOURS WORKED ON SATURDAYS AND THE FIRST TEN (10) HOURS WORKED ON A FIFTH CALENDAR WEEKDAY IN A FOUR - TEN HOUR SCHEDULE, SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   H. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS OR EQUIPMENT BREAKDOWN) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   J. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TEN (10) HOURS MONDAY THROUGH SATURDAY, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   K. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   L. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   M. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   N. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   O. THE FIRST TEN (10) HOURS WORKED ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS, HOLIDAYS AND AFTER TWELVE (12) HOURS, MONDAY THROUGH FRIDAY, AND AFTER TEN (10) HOURS ON SATURDAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   P. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF CIRCUMSTANCES WARRANT) AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

1. Q. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND UP TO TEN (10) HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT CHRISTMAS DAY) SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON CHRISTMAS DAY SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

R. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

S. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS AND ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.

T. WORK PERFORMED IN EXCESS OF EIGHT (8) HOURS OF STRAIGHT TIME PER DAY, OR TEN (10) HOURS OF STRAIGHT TIME PER DAY WHEN FOUR TEN (10) HOUR SHIFTS ARE ESTABLISHED, OR FORTY (40) HOURS OF STRAIGHT TIME PER WEEK, MONDAY THROUGH FRIDAY, OR OUTSIDE THE NORMAL SHIFT, AND ALL WORK ON SATURDAYS SHALL BE PAID AT TIME AND ONE-HALF THE STRAIGHT TIME RATE. HOURS WORKED OVER TWELVE HOURS (12) IN A SINGLE SHIFT AND ALL WORK PERFORMED AFTER 6:00 PM SATURDAY TO 6:00 AM MONDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE OF PAY. THE EMPLOYER SHALL HAVE THE SOLE DISCRETION TO ASSIGN OVERTIME WORK TO EMPLOYEES. PRIMARY CONSIDERATION FOR OVERTIME WORK SHALL BE GIVEN TO EMPLOYEES REGULARLY ASSIGNED TO THE WORK TO BE PERFORMED ON OVERTIME SITUATIONS. AFTER AN EMPLOYEE HAS WORKED EIGHT (8) HOURS AT AN APPLICABLE OVERTIME RATE, ALL ADDITIONAL HOURS SHALL BE AT THE APPLICABLE OVERTIME RATE UNTIL SUCH TIME AS THE EMPLOYEE HAS HAD A BREAK OF EIGHT (8) HOURS OR MORE.

U. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLYRATE OF WAGE.

V. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT THANKSGIVING DAY AND CHRISTMAS DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON THANKSGIVING DAY AND CHRISTMAS DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

W. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS (EXCEPT MAKE-UP DAYS DUE TO CONDITIONS BEYOND THE CONTROL OF THE EMPLOYER)) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

X. THE FIRST FOUR (4) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TWELVE (12) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TWELVE (12) HOURS MONDAY THROUGH SATURDAY, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. WHEN HOLIDAY FALLS ON SATURDAY OR SUNDAY, THE DAY BEFORE SATURDAY, FRIDAY, AND THE DAY AFTER SUNDAY, MONDAY, SHALL BE CONSIDERED THE HOLIDAY AND ALL WORK PERFORMED SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

Y. ALL HOURS WORKED OUTSIDE THE HOURS OF 5:00 AM AND 5:00 PM (OR SUCH OTHER HOURS AS MAY BE AGREED UPON BY ANY EMPLOYER AND THE EMPLOYEE) AND ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY (10 HOURS PER DAY FOR A 4 X 10 WORKWEEK) AND ON SATURDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. (EXCEPT FOR EMPLOYEES WHO ARE ABSENT FROM WORK WITHOUT PRIOR APROVAL ON A SCHEDULED WORKDAY DURING THE WORKWEEK SHALL BE PAID AT THE STRAIGHT-TIME RATE UNTIL THEY HAVE WORKED 8 HOURS IN A DAY (10 IN A 4 X 10 WORKWEEK) OR 40 HOURS DURING THAT WORKWEEK.) ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND LABOR DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

Z ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID THE STRAIGHT TIME RATE OF PAY IN ADDITION TO HOLIDAY PAY.

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

A. THE FIRST SIX (6) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF SIX (6) HOURS ON SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

B. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

C. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

D. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT STRAIGHT TIME IN ADDITION TO THE HOLIDAY PAY. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

E. ALL HOURS WORKED ON SATURDAYS OR HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS OR ON LABOR DAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

F. THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT THE STRAIGHT HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

G. ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON PAID HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE INCLUDING HOLIDAY PAY.

H. ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

2. I. ALL HOURS WORKED ON SATURDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND ON LABOR DAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

J. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON PAID HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE, INCLUDING THE HOLIDAY PAY. ALL HOURS WORKED ON UNPAID HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

K. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY.

L. ALL HOURS WORKED ON SATURDAYS (OR ON THE REGULAR DAY OFF DURING A WORKWEEK OTHER THAN MONDAY THROUGH FRIDAY) AND HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE, EXCEPT LABOR DAY WHICH SHALL BE PAID AT DOUBLE THE HOURLY RATE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

M. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

O. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

P. THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF EIGHT 8) HOURS ON SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

Q. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

R. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS AND ALL HOURS WORKED OVER SIXTY (60) IN ONE WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

S. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE, EXCEPT THE DAY AFTER THANKSGIVING, THE DAY AFTER CHRISTMAS AND A FLOATING HOLIDAY, WHICH SHALL BE PAID AT THE STRAIGHT TIME RATE IF WORKED, IN ADDITION TO HOLIDAY PAY.

T. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF PAY, AND THIS RATE SHALL INCLUDE HOLIDAY PAY.

U. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER 12 HOURS IN A DAY, OR ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

V. ALL HOURS WORKED ON SATURDAYS AND ON MAKE-UP DAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

W. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ON A FOUR-DAY, TEN-HOUR WEEKLY SCHEDULE, EITHER MONDAY THRU THURSDAY OR TUESDAY THRU FRIDAY SCHEDULE, ALL HOURS WORKED AFTER TEN SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. THE FIRST EIGHT (8) HOURS WORKED ON THE FIFTH DAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED ON THE FIFTH, SIXTH, AND SEVENTH DAYS AND ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

X. ALL HOURS WORKED MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 6:00 P.M. AND 6:00 A.M. AND ALL HOURS ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

4A. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

HOLIDAY CODES

5. A. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).

B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (8).

C. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

D. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

E. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, PRESIDENTIAL ELECTION DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

F. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (11).

G. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (7).

H. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, AND CHRISTMAS (6).

I. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).

J. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, AND CHRISTMAS DAY (7).

K. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9).

L. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

M. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS AND CHRISTMAS DAY (9).

N. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (9).

P. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9). IF A HOLIDAY FALLS ON SUNDAY, THE FOLLOWING MONDAY SHALL BE CONSIDERED AS A HOLIDAY.

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Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).

R. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, ONE-HALF DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY. (7 1/2).

5. S. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (7).

T. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY BEFORE OR AFTER CHRISTMAS (9).

U. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (8).

V. PAID HOLIDAYS: SIX (6) PAID HOLIDAYS.

W. PAID HOLIDAYS: NINE (9) PAID HOLIDAYS.

X. HOLIDAYS: AFTER 520 HOURS - NEW YEAR'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY. AFTER 2080 HOURS - NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND A FLOATING HOLIDAY (8).

Y. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, THANKSGIVING DAY, THE FRIDAY FOLLOWING THANKSGIVING DAY, AND CHRISTMAS DAY (8).

Z. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

6. A. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

B. PAID HOLIDAYS: NEW YEAR'S EVE DAY, NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE'S DAY, AND CHRISTMAS DAY (9).

C. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (9).

D. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY BEFORE OR THE DAY AFTER CHRISTMAS DAY (9).

E. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A HALF-DAY ON CHRISTMAS EVE DAY. (9 1/2).

F. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (11).

G. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND CHRISTMAS EVE DAY (11).

H. PAID HOLIDAYS: NEW YEAR'S DAY, NEW YEAR'S EVE DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (10).

I. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).

J. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (9).

L. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY. (8)

Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY (8). UNPAID HOLIDAY: PRESIDENTS' DAY.

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T. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (9).

U. HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS DAY, CHRISTMAS DAY (9).

V. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, CHRISTMAS DAY, AND ONE DAY OF THE EMPLOYEE'S CHOICE (9).

W. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY (10).

X. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY, EMPLOYEE'S BIRTHDAY (11).

Y. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A FLOATING HOLIDAY (9).

Z. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). IF A HOLIDAY FALLS ON SATURDAY, THE PRECEDING FRIDAY SHALL BE CONSIDERED AS THE HOLIDAY. IF A HOLIDAY FALLS ON SUNDAY, THE FOLLOWING MONDAY SHALL BE CONSIDERED AS THE HOLIDAY.

NOTE CODES

8. A. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:

OVER 50' TO 100' - $2.00 PER FOOT FOR EACH FOOT OVER 50 FEET
OVER 100' TO 150' - $3.00 PER FOOT FOR EACH FOOT OVER 100 FEET
OVER 150' TO 220' - $4.00 PER FOOT FOR EACH FOOT OVER 150 FEET
OVER 220' - $5.00 PER FOOT FOR EACH FOOT OVER 220 FEET

C. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:

OVER 50' TO 100' - $1.00 PER FOOT FOR EACH FOOT OVER 50 FEET
OVER 100' TO 150' - $1.50 PER FOOT FOR EACH FOOT OVER 100 FEET
OVER 150' TO 200' - $2.00 PER FOOT FOR EACH FOOT OVER 150 FEET
OVER 200' - DIVERS MAY NAME THEIR OWN PRICE

D. WORKERS WORKING WITH SUPPLIED AIR ON HAZMAT PROJECTS RECEIVE AN ADDITIONAL $1.00 PER HOUR.

L. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: $0.75, LEVEL B: $0.50, AND LEVEL C: $0.25.

M. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS: LEVELS A & B: $1.00, LEVELS C & D: $0.50.

N. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: $1.00, LEVEL B: $0.75, LEVEL C: $0.50, AND LEVEL D: $0.25

P. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - CLASS A SUIT: $2.00, CLASS B SUIT: $1.50, CLASS C SUIT: $1.00, AND CLASS D SUIT $0.50.