



KingCounty

**Finance and Business Operations Division
Procurement and Contracts Services Section
Department of Executive Services**

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

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

CONTRACTOR:
TERRACON CONSULTANTS, INC.
21905 64TH AVE W STE 100

MOUNTLAKE TERRACE, WA 98043 United States
Fax: ()

SHIP TO:
KC DES FBOD PCSS GOODS AND SERVICES
401 5TH AVE, CNK-ES-0340
SEATTLE, WA 98104

BILL TO:
KC DES FBOD ACCOUNTS PAYABLE
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

CONTRACT		
CONTRACT NO. 5867231	REVISION 0	PAGE 1 of 1
CREATION DATE 23-JUN-2016	BUYER PATRICIA REID	
DATE OF REVISION	BUYER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
621096	NET30DAYS	N/A	N/A	N/A	Telephone: ()

DESCRIPTION

Contract Purchase Agreement

Furnish special inspection and materials testing services as requested by authorized King County DES-Facilities Management Division personnel, during the period June 27, 2016 through June 26, 2021, in accordance with King County ITB #1069-16-PLR and the responding bid of Terracon Consultants, Inc., both incorporated by reference as if fully set forth herein.

Estimated Total Contract Value \$425,000.

Authorized Signature

Invitation to Bid



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

ADVERTISED DATE: MAY 12, 2016

Invitation to Bid (ITB) Title: **Special Inspection and Materials Testing Services for the Children and Family Justice Center (CFJC)**

ITB Number: **1069-16-PLR**

Due Date: **June 2, 2016 no later than 2:00 p.m.**

Buyer: **Patty Reid, patty.reid@kingcounty.gov, 206-263-9304**

Alternate Buyer: **Linda McKinly, linda.mckinly@kingcounty.gov, 206-263-9701**

Furnish special inspection and materials testing services for the Children and Family Justice Center (CFJC) in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 80,520.00

No PRE-BID CONFERENCE

Sealed Bids are hereby solicited and will only be received by:
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 all Addenda 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

Terracon Consultants, Inc.

Address

21905 64th Ave W., Suite 100

City/State /Postal Code

Mountlake Terrace, WA 98043

Signature

Print name and title

Eric D. Kunz, P.E., Senior Principal

Email

eric.kunz@terracon.com

Phone

425-771-3304

Fax

425-771-3549

Company Headquarters Located in State/Province of
Olathe, Kansas

SCS/DBE Certification Number

N/A

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.

ITB #1069-16-PLR

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Special Inspection and Materials Testing Services
for the Children and Family Justice Center (CFJC)

“ALERT”

For firms headquartered and/or located in the state of North Carolina

At the direction of King County Executive Dow Constantine, King County agencies are precluded from doing business with companies headquartered within the state of North Carolina. This action is a direct result of that state government’s recent enactment of House Bill 2. This legislation excludes lesbian, gay, and transgender people from the law’s protection while simultaneously barring cities and counties from passing their own protections for LGBT people; additionally, it bars people from using bathrooms that do not match their birth gender. Here in King County, named after the Reverend Dr. Martin Luther King, Jr., we embrace the values of inclusion and diversity. We cannot allow the taxes and fees paid for by the communities we serve to be used to subsidize legally-sanctioned discrimination. Bids and proposals submitted by firms with headquarters located in North Carolina will be deemed non-responsible.

SECTION 1 SECTION 1 Instruction to Bidders

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 one (1) paper copy of this solicitation document as well as one (1) version of this solicitation document in PDF format and Attachment A - Pricing in Excel format on either a compact disc or flash drive 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 miss-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 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.

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

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

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

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 www.kingcounty.gov/procurement/faq, Suppliers web page.

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 percent (5%)** 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.

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 www.kingcounty.gov/BDCC or contacting the Program office at 206-263-9734.

2.5 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 Declaration Form](#), if requesting alternative compliance
- [Internal Revenue Service Form KC W-9](#), if not provided to King County within the past two (2) years.
- **Certificate of Insurance and Endorsement *** – Have Insurance Agent e-mail to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

2.6 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.

2.7 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 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.

2.8 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."

2.9 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 one or more 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.

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:

- Purchase Order/Contract Number/(CPA) Contract Purchase Agreement
- Item Number(s)
- Description of supplies or services
- Quantities
- Unit prices
- Extended totals
- Discounts, if applicable

For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall send the original invoice to the remit to 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.

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.

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

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to Final Acceptance and/or Completion of the Project], the County may, upon written notice to the Contractor, terminate this Contract in whole or in part for lack of appropriation. Such termination shall be in addition to the County's rights to terminate for convenience or default. In the event of termination under this section the following shall apply:
 - a. Subject to subsection b., the County will be liable only for payment in accordance with the terms of this Contract for Work performed prior to the effective date of termination;
 - b. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs; and
 - c. The Contractor shall be released from any obligation to provide further Work under the Contract affected by the termination.
2. Notwithstanding subsection 1., funding of this Contract beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.

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 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 Fin 10-1-1 (AP). 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

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by

mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision 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.

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

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. 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 Manager. 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 this section 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

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

If the contractor agrees to extend this contract to other governmental agencies, this contract is subject to an Administrative Fee (Fee) of 1% (.01). The Fee shall be based on total sales made to each governmental agency outside of King County's Departments, Divisions and Agencies, less sales tax, freight and any credits(s). The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section not less than twice per year, on July 31st and January 31st for the first and second half of the year sales respectively. Fees submitted shall be accompanied by a sales report, reference the contract number, and show the total sales to other governmental agencies, excluding King County. The contractor shall not invoice the Fee to any contract user.

3.16 Environmentally Preferable Product Procurement 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.

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 18.20).

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 Opportunity

- A. Nondiscrimination in Employment - During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- B. Equal Employment Opportunity Efforts - The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.
- C. Nondiscrimination in Subcontracting Practices - During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractor and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- D. Compliance with Laws and Regulations - The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor shall further comply fully with any equal

opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

- E. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS) and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises. Program information is available at www.kingcounty.gov/bdcc.
- F. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

3.21 Requirements of King County Equal Benefits Ordinance

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

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

Delayed Compliance: If a Contractor/Bidder is seeking authorization from King County Procurement and Payables Section to delay implementation of equal benefits due to a Collective Bargaining Agreement*, Open Enrollment* or internal Administrative* steps, an Equal Benefits Substantial Compliance Authorization Form must be attached to the Contract/Bid Submittal (CAP – Prior to Contract execution). The Substantial Compliance Authorization Form can be found at:

www.kingcounty.gov/operations/procurement/Forms/Equal_Benefits.aspx

Alternative Compliance: If a Contractor/Bidder is seeking authorization from King County Procurement and Payables Section for alternative compliance with the requirements of the equal benefits ordinance, the Contractor/Bidder must complete and return an Equal Benefits Substantial Compliance Authorization Form to King County. The Substantial Compliance Authorization Form can be found at:

www.kingcounty.gov/operations/procurement/Forms/Equal_Benefits.aspx

3.22 Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of \$100,000 or more, the Contractor agrees that it

shall pay and require all Subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on this Contract. "Measurable Amount of Work" means a definitive allocation of an employee's time that can be attributed to work performed on a specific matter, but that is not less than a total of one hour in any one week period.

The requirements of the ordinance, including payment schedules, are detailed at www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

3.23 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.

3.24 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.

3.25 Certification Regarding Debarment, Suspension and Other Responsibility Matters

Under King County Code 2.93.170, the King County Executive may debar a Consultant from consideration for award of contracts with the County for up to two years, and may suspend a Consultant from consideration for award of contracts with the County if there is probable cause for debarment for up to six months; for the following:

- A. A Conviction within the five years preceding commencement of the debarment or suspension for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- B. Conviction within the five years preceding commencement of the debarment or suspension under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that currently, seriously and directly affects responsibility as a consultant to the county;

- C. Conviction within the five years preceding commencement of the debarment or suspension under state or federal antitrust statutes arising out of the submission of bids or proposals;
- D. Violation of state wage payment laws;
- E. Violation of ethical standards set forth in contracts with the County;
- F. Violation of contract provisions, such as the following, of a character that is regarded by the Executive to be so serious as to justify debarment action:
 - 1. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract;
 - 2. Substantial failure to comply with commitments to and contractual requirement for participation by minority and women's business enterprises and equal employment opportunity; or
 - 3. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, though failure to perform or unsatisfactory performance caused by acts beyond the control of the Consultant shall not be considered to be a basis for debarment; or
- G. Any other cause that the Executive determines to be so serious and compelling as to affect responsibility as a Consultant to the county, including debarment by another governmental entity for any cause similar to those in this subsection;

The King County Executive may issue an Order of Suspension/Debarment under King County Code 2.93.170 and Executive Policies and Procedures CON 7-20(PR). Rights and remedies of the County under these provisions are besides other rights and remedies provided by law or under the Agreement.

3.26 Incorporation of Documents

The contract between the awarded bidder and King County shall include all documents mutually entered into at the time of contract award, specifically including the contract document, the solicitation, and the response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation. King County shall not be bound nor obligated to enter into or sign additional agreements and or documents other than those required by law.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated total value of this contract is approximately **\$250,000.00**. 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 term of this Contract will be **five (5) years** with right to renew until completion of construction, 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.

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 Price Revisions

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.

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.

4.4 Shipping Charges

All prices shall include delivery and/or transport associated with moving samples from the site to testing laboratories or other needed destinations. The County will reject requests for additional compensation for charges associated with delivery and/or transport.

4.5 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.

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

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

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

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

4.7 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.

4.8 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.

4.9 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 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. Washington State Prevailing Wage Schedule and Benefit Code Key may also be found at

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

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

4.10 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, products and completed operations, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. The Certificate of Insurance shall state that Explosion, Collapse and Underground Damage (XCU) coverage has not been excluded.

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

Professional Liability, Errors and Omissions: \$1,000,000 per Claim and in the Aggregate;

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.**

SECTION 5 Introduction

King County is soliciting bids for special inspection and materials testing services for King County's Children and Family Justice Center (CFJC). The CFJC is a new courthouse, juvenile detention facility and a parking structure located in the First Hill neighborhood of Seattle, Washington. The courts portion of the facility will be approximately 130,000 SF, the detention portion of the facility is approximately 98,000 SF, and the parking garage is approximately 121,000SF.

The County has a design build contract with Balfour Beatty dba Howard S. Wright (HSW) for the design and construction of the facilities. The value of the construction is approximately \$150,000,000.

The project is currently at the end of the design development phase, with construction targeted to start in June 2016, and completion scheduled for 2020. The County intends to use one materials testing and inspection contractor for the duration of the construction of all portions of the facility.

5.1 Purpose

- A. It is the intention of King County to ensure quality control of building construction materials and their installation methods for construction of the CFJC. To achieve this goal, the County intends to retain the services of a qualified contractor capable of providing a full range of testing and inspection services. For services which the Contractor cannot perform with their own personnel, the Contractor shall subcontract such services as required to meet the work scope requirements of this Contract.
- B. Contractor services shall be provided upon request by King County.
- C. The Contractor shall provide all labor, supervision, testing apparatus, materials and equipment for testing, inspections and other services described in this Section.
- D. All testing, inspections and other services provided shall include written reports.

5.2 Contractors Hours of Work

- A. Contractor hours of work are defined as follows:
 - 1. Regular Hours (Straight Time):
 - a. Weekdays, the first 8 hours worked after 6:00 a.m. and before 6:00 p.m.
 - 2. Overtime Hours:
 - a. Time and One Half (1 - 1/2 x Straight Time):
 - 1) Weekdays, all hours not included in Straight Time.
 - 2) Saturdays, Sundays and holidays
 - b. Overtime Hours work will not be allowed unless specifically authorized by the King County Project Manager.
- B. The Contractor shall typically perform services specified during Regular Hours. For any services (including emergency service) which cannot be performed during Regular Hours, and only as specifically authorized by the County, the Contractor shall perform work on Overtime Hours.

5.3 Emergency Service and Response Time

The Contractor shall provide emergency service upon request by King County and shall be available to provide such service on a full twenty-four hours per day, seven days per week basis. The Contractor shall respond (arrive at the project site, prepared to perform work) within

4 hours after receiving an emergency call from the County. Upon analysis of the work required by the emergency call and upon approval and Notice to Proceed by the County, the Contractor shall timely and diligently complete all emergency work in order to minimize disruptions to County work operations.

5.4 Contractor Project Management of Work

- A. The Contractor shall designate a Project Manager who will be assigned account responsibility. The Contractor's Project Manager, the entire Contractor's office and any subcontractors necessary for performance of the work, shall be available to assist King County in identifying and resolving testing and inspection services needs and problems associated with the CFJC project. The County will designate a contact person who will be responsible for project management of Contractor testing and inspection services and emergency service work. The Contractor shall also coordinate their work with the construction contractor.
- B. Duties of the Contractor's Project Manager shall include the following:
 - 1. Consult with the designated King County Project Manager to discuss the scope of work required. The County will provide the Contractor with a copy of the project's construction drawings, technical specifications and other information, as applicable.
 - 2. Following Notice to Proceed by the County, complete in a timely manner testing, inspections and other services specified.
 - 3. Coordinate all testing and inspection schedules and activities with King County's Project Manager or their construction contractor, as directed by the County's Project Manager.
 - 4. For emergency service call-outs, proceed as directed by King County's Project Manager or their construction contractor in order to facilitate testing and inspections.
 - 5. As testing and inspection progresses, provide timely copies of reports of testing and inspections to King County's Project Manager, the County's technical representative, the County's construction contractor and the authority having jurisdiction, as directed by the County's Project Manager. At the completion of a testing and inspection, provide a letter to the above named parties, stating that all testing and inspections are completed and in conformance with the construction documents and the applicable regulatory authorities.
 - 6. Provide monthly invoices to King County's Project Manager, based upon unit prices listed by the Contractor in Section 6.8 - Pricing Section of this Invitation to Bid.

5.5 Quality Control

- A. The Contractor shall perform all testing and inspections work in accordance with all applicable industry and reference standards, codes, ordinances and regulatory authorities.

5.6 Contractor Pricing and Billings

- A. Monthly Progress Billings: The Contractor shall submit to the designated King County Project Manager a monthly progress billing for services provided for each Work Order. Billings shall be submitted with bid prices and services shall be itemized as defined per Attachment A - Pricing.

- B. Laboratory Testing Costs: Costs for laboratory testing shall be for testing of materials at the laboratory and shall not include time expended by the Contractor's personnel to deliver or pick-up the materials.
- C. Field Inspector Costs: Time expended by the Contractor's personnel to visit project sites will be reimbursed by the County. The minimum call-out charge for field personnel shall be 2 hours. Charges for cancellations for field personnel call-outs shall not be allowed. The Contractor shall not bill separately for time expended by field inspectors at the project site if they are performing field tests that are billed as a unit cost in Attachment A - Pricing.
- D. Miscellaneous Materials Costs: Miscellaneous materials costs shall be based upon suppliers' material invoices plus a Contractor markup. Suppliers' invoices shall accompany Contractor billings.
- E. Subcontractor Costs: Any costs for subcontractor work shall be included in the bid prices of the Attachment A - Pricing.
- F. Permit Costs: Costs for permits are not included in the Attachment A - Pricing and will be reimbursed separately by the County. Permit costs shall be based upon permit invoices with no Contractor markup allowed. Permit invoices shall accompany Contractor billings.
- G. Travel costs: No separate Contractor charges for mileage will be allowed, unless work performed requires travel outside of King, Snohomish or Pierce Counties, in which case, King County will provide mileage reimbursement at the current IRS mileage rate per mile, regardless of the type of vehicle used by the Contractor.
- H. Special Reports: Costs for reports and computer printouts associated with construction materials testing and inspections shall be included in pricing. An hourly rate for special reports shall be provided in Attachment A - Pricing. Prior to the start of any work the Contractor shall submit to the Project Manager a quotation based upon the bid hourly rate. If the quotation is determined fair and reasonable work may begin upon approval by the Project Manager.
- I. Costs for Special Projects and Work with Variable Scopes: An hourly rate for special projects and work with variable scoping requirements shall be provided in Attachment A - Pricing. Prior to the start of any work the Contractor shall submit to the Project Manager a quotation. If the quotation is determined fair and reasonable work may begin upon approval by the Project Manager.
- J. Miscellaneous Reimbursable Expenses: Costs for items such as photographic film and printing, and additional copies of special reports shall be based upon actual costs with no Contractor markup allowed. Invoices for these items shall accompany Contractor billings.
- K. Field Testing and Services Costs: Any services not covered under "General Field Testing and Services Rates" in Attachment A - Pricing shall be consistent with market conditions and shall be negotiated at the time the work is assigned.

5.7 Contractor Parking

King County cannot guarantee any free parking for Contractor personnel. The County will make free parking available to the Contractor where possible. Any parking expenses incurred by the Contractor during the performance of Work Orders, shall be paid by the Contractor.

SECTION 6 Technical Specifications

6.1 General

The successful vendor of Special Inspection and Materials Testing Services shall provide all required labor, supervision, subcontractors, tools, materials, testing apparatus and equipment necessary for performance of testing, inspections and other procedures necessary for Special Inspections and Materials Testing.

Work will have variable scoping requirements, and may include:

6.2 General Field Testing, Inspections and Services

- A. Concrete Rebound Hammer Test, per ASTM C 805
- B. Concrete Floor Moisture Test
- C. Structural Steel Testing
 - 1. Ultrasonic
 - 2. Magnetic Particle
 - 3. Dye Penetrant
- D. Bolt Pull Testing
- E. Load Testing
- F. Flatness Testing
 - 1. Floor
 - 2. Wall
- G. Pachometer Testing
- H. Soils, Nuclear Method, In-Place Density Test, per ASTM D 2922, ASTM D 2950, ASTM C 1040
- I. Fireproofing Density Sample Test, Adherence Testing
- J. Concrete Inspection
 - 1. Reinforced Concrete
 - 2. Pre-stressed Concrete
 - 3. Post-tensioned Concrete
 - 4. Reinforcing Steel
 - 5. Epoxy Anchors
 - 6. Concrete Batch Plant
- A. Shotcrete Inspection
- B. Reinforced Masonry Inspection
- C. Structural Steel Inspection
 - 1. Welding (Visual)
 - 2. High Strength Bolting
 - 3. Erection
 - 4. Fabrication

- 5. Cold Formed Steel Framing
- D. Roofing Inspection
 - 1. Roofing Cutout Sample
 - 2. Roof System Analysis
 - 3. Roof Moisture Survey
 - a. Capacitance Survey
 - b. Infrared Survey
 - c. Moisture Meter Survey
- E. Waterproofing Inspection
- F. Sprayed-On Fireproofing Inspection
- G. Asphaltic Concrete Inspection
- H. Casting and Curing of Concrete Cylinders
- I. Floor and Pavement Coring
 - 1. Concrete
 - 2. Asphaltic Concrete
- J. Mechanical Anchor Bolt Inspection

6.3 Concrete Laboratory Testing

- K. Compression Strength Test
 - 1. Cast by Contractor, per ASTM C 39
 - 2. Cast and Delivered by Others, per ASTM C 39
 - 3. Cored Specimen, per ASTM C 42, ASTM C 513
 - 4. Sawed Section, per ASTM C 42
- L. Flexural Strength Test, per ASTM C 78, ASTM C 293
- M. Density Test
 - 1. Normal Concrete
 - 2. Lightweight Concrete
- N. Splitting Tensile Test, per ASTM C 496
- O. Concrete Slump Test, per ASTM C 143
- P. Concrete Air Entrained Test, per ASTM C 231, ASTM C 173
- Q. Modulus of Elasticity Test
- R. Grout Flow Test, per ASTM C 939
- S. Air Dry Unit Weight Test
- T. Moisture Emission Test

6.4 Shotcrete Laboratory Testing

- A. Compression Test Panel

6.5 Aggregate Laboratory Testing

- B. Clay Lumps and Friable Particles Test, per ASTM C 142
- C. Cleanliness Value Test, per ASTM C 40
- D. Sand Equivalent Test, per ASTM D 2419, AASHTO T176
- E. Soundness Test, per ASTM C 88
- F. Degradation Test, per WSDOT T113
- G. L. A. Abrasion Test, per ASTM C 131, ASTM C 535, AASHTO T96
- H. Reactivity Test, per ASTM C 289
- I. Sodium Sulfate Soundness Test
- J. Ethylene Glycol Test
- K. Unconfined Compressive Test for Intact Rock Cores, per ASTM D 2938
- L. Sieve Analysis Test
 - 1. Dry, per ASTM C 136, AASHTO T27
 - 2. Wet, per ASTM C 117, AASHTO T27
- M. Aggregate Specific Gravity Test: Aggregate to be submitted to the testing laboratory shall be of a size capable of passing through a #10 sieve.
 - 1. Coarse Aggregate, per ASTM C 127
 - 2. Fine Aggregate, conforming to ASTM C 128
- N. Aggregate Unit Weight Test, per ASTM C 29

6.6 Masonry Laboratory Testing

- A. CMU (except brick) Compression Strength Test, per ASTM C 140
- B. Brick Compression Strength Test, per ASTM C 67, Article 6
- C. Mortar Compression Test, per ASTM C 780
- D. Grout Compression Test, per ASTM C 1019
- E. CMU Prism Test, Grouted/Ungouted, per ASTM E 447
- F. Mortar Prism Test
- G. Grout Prism Test
- H. CMU Dry Shrinkage Test
- I. CMU Absorption, Unit Weight and Moisture Content Test
- J. CMU Flexural Bond Strength Test, per ASTM C 1072
- K. CMU Flexural Bond Test, per ASTM E 518
- L. Mortar Cylinder Test
- M. CMU (Except Brick) Efflorescence Test
- N. Brick Efflorescence Test
- O. CMU Freezing and Thawing Test, per ASTM C 67

P. Retaining Wall Units Compression Test

6.7 Soils Laboratory Testing

A. Grainsize Analysis

1. Dry Sieve Analysis, per ASTM C 136
2. Wet Sieve Analysis, per ASTM C 117
3. Extra Sieve Points, per ASTM C 136, ASTM C 117
4. Hydrometer Analysis, per ASTM D 422
5. Passing #200 Sieve, per ASTM D 1140

B. Moisture Density Relationship (Proctors)

1. Granular Soil, per ASTM D 698, ASTM D 1557
2. Cohesive Soil, per ASTM D 698, ASTM D 1557

C. Sand Cone Density Test, per ASTM D 1556

D. Sand Equivalent Test

E. Natural Moisture Content Test, per ASTM D 2216

F. Organic Content Test, per ASTM D 2974

G. Permeability Test, Constant Head, per ASTM D 2434

H. Specific Gravity Test, per ASTM D 854

I. California Bearing Ratio Test (with Proctor)

J. R-Value Test

K. Atterberg Limits Test

1. One Point Method, per ASTM D 4318
2. Three Point Method, per ASTM D 4318

L. Visual Soil Classification

6.8 Asphaltic Concrete Laboratory Testing

A. Marshal Stability and Flow Test, per ASTM D 1559, AASHTO T 245

B. Compression Strength Test, per ASTM D 1074, AASHTO T 167

C. Rice Density Test, per ASTM D 2041, AASHTO T 245

D. Bulk Specific Gravity Test

1. Asphalt Specimens, per ASTM D 2726, AASHTO T 166
2. Asphalt Cores, per ASTM D 2726, AASHTO T 166

E. Bitumin Content by Extraction Test, per ASTM D 2172, AASHTO T 164

F. Moisture Content of Bituminous Paving Mixture, per ASTM D 1461, AASHTO T 110

G. Fractured Face Count Test

H. Core Density Test

1. Effect of Water on Cohesion Test, per ASTM D 1075, AASHTO T 165

6.9 Reporting Services

- A. General Report Requirements: The Contractor shall review field data and test results and shall prepare written evaluations and reports for tests and inspections performed. All testing and inspections and other services provided by the Contractor shall result in a computer printout(s) and/or report(s).
- B. Reports for Special Projects: For special projects and work with variable scoping requirements, the Contractor shall provide reports as directed by the King County Project Manager.

6.10 Minimum Qualifications Requirements of Contractor

The Contractor shall be an established company and full service organization with a minimum of ten (10) years of experience in construction materials testing and inspection services and having completed three (3) projects of similar size and complexity.

- A. The Contractor and their subcontractors shall perform all technical services in compliance with the requirements of the appropriate standards of the American Society of Testing and Materials and/or International Building Code and be certified by Washington Association of Building Officials (WABO).
- B. As the Work of this contract shall take place in the City of Seattle, the apparent successful bidder shall be capable of demonstrating to the city of Seattle Dept. of Construction Inspections that they have sufficient experience and qualifications to perform the special inspections that will be required by the City of Seattle. See Seattle Department of Construction and Inspections Tip 342.
- C. All field personnel employed by the Contractor and their subcontractors shall be (WABO) certified for the category of service performed.
- D. The staff of the Contractor and their subcontractors shall be fully trained and capable of providing supervision, construction materials and testing and inspections, constructions systems evaluations and technical report writing services.
- E. The Contractor's office shall be local and situated within the Seattle/Everett/Tacoma region.

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.

7.2 Bidder's Contact Information

Primary Location:

Physical Address: 21905 64th Ave. W., Suite 100, Mountlake Terrace, WA 98043

Mailing Address: 21905 64th Ave. W., Suite 100, Mountlake Terrace, WA 98043

Name of Contact Person: Medhanie Tecle, PE

Email: medhanie.tecle@terracon.com

Telephone No. (Local/Toll Free): 425-771-3304

Fax No. (Local/Toll Free): 425-771-3549

UBI No.: 602 362 795

Washington State Contractor's License (if applicable): _____

State hours and days of operation:

Hours: 7 a.m. to 6 p.m. Days: M to F

7.3 Remit Address (where payment will be mailed):

Terracon Consultants, Inc.

21905 64th Ave. W., Suite 100

Mountlake Terrace, WA 98043

7.4 Retail and Stocking/Warehouse Facility Locations (if applicable)

The Contractor shall attach a separate list of the location(s) for all facilities including the address, contact name(s), email(s), telephone number(s), and fax number(s), for each facility.

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:

- The date printed on the invoice is more than three days earlier than the invoice receipt date;
- The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;

- An invoice is received prior to receiving goods ordered.

Prompt pay discount offered N/A % - N/A Days, Net _____

7.6 Purchasing Card (P-Card) Acceptance

Contractors are requested to have the capability of accepting the King County's authorized VISA Procurement Card (p-card) as a method of payment. Price change(s) or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The Contractor may receive payment from King County by a p-card in the same manner as other VISA purchases.

VISA acceptance is preferred, but is not the exclusive method of payment.

Accept VISA cards: Yes No

Additional purchasing (charge) cards accepted:

- America Express
- Discover
- MasterCard
- Other: _____
- _____
- _____
- _____

7.7 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price shall prevail.

In Attachment A - Pricing, provide prices to perform Construction Materials Testing and Inspection Services as described in this Invitation to Bid. All hourly rates in the attachment shall be calculated at Regular Hour Rates as defined in Section 5.3. Items marked with an **asterisk (*)** shall include costs for reports and/or computer printouts.

Bidders must bid all items in order to be considered for contract award.

See Attachment A - Pricing

7.8 References and Qualifications (Project Examples)

List the names and addresses and provide project information of three (3) customers, for whom the bidder has performed or provided construction materials testing on projects with a similar scope and complexity. At least one of the projects must be located in the City of Seattle. Similar size and complexity is defined as new construction of a governmental or commercial building of 150,000 square feet or larger within the last 10 years, preferably in Washington State. 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 must be submitted with bid.**

Company Name: SRM Development LLC

Company Address: 520 6th St. S, Kirkland, WA 98033

Company Phone: 425-803-3355

Contact Person: Alec Carlin, Project Manager

Dates: 9/2013 - 7/2015

Company Type: Commercial Governmental

Square Footage: 180,000 SF Expansion + 287 stall parking structure

Value of Constructed Building: Unknown

Description of Services Provided: Services included shoring design, geotechnical services during design, geotechnical special inspections, structural special inspection (WABO). Performed reinforced & post-tension concrete, shotcrete, post-installed anchors & structural steel inspections.

Company Name: Sierra Construction Co.

Company Address: 19900 144th Ave. NE, Woodinville, WA 98072

Company Phone: 425-487-5200

Contact Person: Andy Bley, Project Manager

Dates: 4/2014 - 7/22016 (anticipated)

Company Type: Commercial Governmental

Square Footage: 1.5 M SF

Value of Constructed Building: Unknown

Description of Services Provided: Special inspection and materials testing including reinforced concrete, post installed anchors, grouting, roof diaphragm nailing, structural steel welding & bolting including ultra sonic examination of welds

Company Name: KPFF
Company Address: 1601 Fifth Ave., #1600, Seattle, WA 98101
Company Phone: 206-622-5822
Contact Person: Jacqueline (Putt) Celin, PE
Dates: 1/2016 - 11/2016 (anticipated)
Company Type: Commercial Governmental
Square Footage: 237,000 SF
Value of Constructed Building: Unknown
Description of Services Provided: Special inspections including reinforced and post-tensioned concrete, shotcrete, post-installed anchors and structural steel

7.9 Bidders Information

Bidders shall provide all information requested. Failure to do so may result in the bid being rejected. Provide the following information which demonstrates that your company is qualified to provide construction materials testing and inspection services which are similar to those specified in this ITB.

- A. How long has your company been engaged in construction materials testing and inspection services for commercial sitework and building construction projects?

Terracon has provided CMT services for 51 years

- B. How many staff engineers, engineering technicians, project managers and field clerks are regularly employed by your company who are actively engaged in construction materials testing and inspection services?

829 employees companywide

- C. State the number of years, in the aggregate, that your employees have performed construction materials testing and inspection services.

Collectively, Terracon's Pacific Northwest (Washington & Oregon) Construction Materials and Inspection Group has 268 years of experience.

- D. Which services specified in this Invitation to Bid cannot be provided directly by your company and will need to be subcontracted to another company?

Terracon has the capability to provide all services requested in the ITB.

- E. Which testing apparatus (equipment which is carried to a project site) specified in this Invitation to Bid is not owned by your company and will need to be rented?

Terracon owns all equipment specified in the ITB.

7.10 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



King County

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

URGENT

URGENT

Bid No.: 1069-16-PLR
Bid Title: Special Inspection and Materials Testing Services
for the Children and Family Justice Center (CFJC)
Due Date: June 2, 2016
Vendor: Terracon Consultants, Inc.

REVISED ATTACHMENT A - PRICING

Item No.	Est. Annual Qty.	UOM	Description	Unit Price	Extended Price
Project Management and Inspection Services Hourly Rates					
1	100	Hour	Project Manager	\$100.00	\$10,000.00
2	100	Hour	Field Testing Technician	\$55.00	\$5,500.00
3	100	Hour	Structural Concrete Special Inspector	\$62.00	\$6,200.00
4	100	Hour	Structural Masonry Special Inspector	\$62.00	\$6,200.00
5	100	Hour	Post-installed Anchors Special Inspector	\$62.00	\$6,200.00
6	100	Hour	Roofing Special Inspector	\$62.00	\$6,200.00
7	100	Hour	Waterproofing Special Inspector	\$62.00	\$6,200.00
General Field Testing and Services Rates					
8	5	Hour	Concrete Rebound Hammer Test	\$65.00	\$325.00
9	1	Each	Calcium Chloride Test*	\$35.00	\$35.00
10	5	Hour	Structural Steel Test, Ultrasonic*	\$80.00	\$400.00
11	5	Hour	Structural Steel Test, Magnetic Particle*	\$80.00	\$400.00
12	5	Hour	Structural Steel Test, Dye Penetrant*	\$80.00	\$400.00
13	10	Hour	Pachometer Test*	\$70.00	\$700.00
14	10	Hour	Soils, Nuclear Method, In-Place Density Test*	\$60.00	\$600.00
15	1	Each	Fireproofing Density Sample Test*	\$60.00	\$60.00
16	10	Hour	Structural Steel Inspections	\$70.00	\$700.00
17	5	Each	Roofing Cutout Sample	\$50.00	\$250.00
18	10	Hour	Roof Moisture Survey, Capacitance Survey	\$65.00	\$650.00
19	10	Hour	Roof Moisture Survey, Infrared Survey	\$65.00	\$650.00
20	10	Hour	Roof Moisture Survey, Moisture Meter Survey	\$65.00	\$650.00
21	5	Hour	Floor and Pavement Coring, Concrete, Per Inch of Diameter/Per Inch of Core Length	\$90.00	\$450.00
22	5	Hour	Floor and Pavement Coring, Asphaltic Concrete, Per Inch of Diameter/Per Inch of Length	\$90.00	\$450.00
Concrete Laboratory Testing Rates					
23	20	Each	Compression Strength Test, Cast by the Contractor	\$20.00	\$400.00
24	5	Each	Compression Strength Test, Cast and Delivered by Others*	\$20.00	\$100.00
25	1	Each	Compression Strength Test, Cored Specimen*	\$50.00	\$50.00
26	1	Each	Compression Strength Test, Sawed Section*	\$50.00	\$50.00
27	1	Each	Flexural Strength Test*	\$45.00	\$45.00
28	1	Each	Density Test, Normal Concrete*	\$35.00	\$35.00
29	1	Each	Density Test, Lightweight Concrete*	\$35.00	\$35.00
30	1	Each	Splitting Tensile Test*	\$30.00	\$30.00
31	1	Each	Modulus of Elasticity Test*	\$25.00	\$25.00
Shotcrete Laboratory Testing Rates					
32	1	Each	Compression Test Panel*	\$130.00	\$130.00
33	1	Each	Additional Cores*	\$35.00	\$35.00
Aggregate Testing Laboratory Rates					
34	5	Each	Clay Lumps and Friable Particles Test*	\$70.00	\$350.00
35	1	Each	Cleanliness Value Test*	\$25.00	\$25.00
36	1	Each	Sand Equivalent Test*	\$70.00	\$70.00
37	1	Each	Soundness Test*	\$70.00	\$70.00
38	1	Each	Degradation Test*	\$70.00	\$70.00
39	1	Each	L.A. Abrasion Test*	\$160.00	\$160.00
40	1	Each	Reactivity Test*	\$200.00	\$200.00
41	1	Each	Sodium Sulfate Soundness Test*	\$70.00	\$70.00
42	1	Each	Ethylene Glycol Test*	\$10.00	\$10.00
43	1	Each	Unconfined Compressive Test for Intact Rock Cores*	\$50.00	\$50.00
44	1	Each	Sieve Analysis Test, Dry*	\$70.00	\$70.00
45	1	Each	Sieve Analysis Test, Wet*	\$55.00	\$55.00
46	5	Each	Aggregate Specific Gravity Test, Coarse Aggregate*	\$70.00	\$350.00
47	5	Each	Aggregate Specific Gravity Test, Fine Aggregate*	\$70.00	\$350.00
48	1	Each	Aggregate Unit Weight Test*	\$80.00	\$80.00
Masonry Laboratory Testing Rates					
49	5	Each	CMU (Except Brick) Compression Strength Test*	\$80.00	\$400.00
50	5	Each	Brick Compression Strength Test*	\$95.00	\$475.00
51	5	Each	Mortar Compression Test*	\$20.00	\$100.00
52	1	Each	Grout Compression Test*	\$20.00	\$20.00
53	1	Each	CMU Prism Test, Grouted/Ungouted*	\$110.00	\$110.00

REVISED ATTACHMENT A - PRICING

Item No.	Est. Annual Qty.	UOM	Description	Unit Price	Extended Price
54	1	Each	CMU Dry Shrinkage Test*	\$80.00	\$80.00
55	1	Each	CMU Absorption, Unit Weight and Moisture Content Test*	\$55.00	\$55.00
56	1	Each	CMU Flexural Bond Strength Test*	\$45.00	\$45.00
57	1	Each	CMU Flexural Bond Test*	\$45.00	\$45.00
58	5	Each	CMU (Except Brick) Efflorescence Test*	\$20.00	\$100.00
59	5	Each	Brick Efflorescence Test*	\$20.00	\$100.00
60	1	Each	CMU Freezing and Thawing Test*	\$45.00	\$45.00
61	1	Each	Retaining Wall Units Compression Test*	\$95.00	\$95.00
Soils Laboratory Testing Rates					
62	5	Each	Grainsize Analysis, Dry Sieve Analysis*	\$90.00	\$450.00
63	5	Each	Grainsize Analysis, Wet Sieve Analysis*	\$90.00	\$450.00
64	5	Each	Grainsize Analysis, Extra Sieve Points*	\$20.00	\$100.00
65	5	Each	Grainsize Analysis, Hydrometer Analysis*	\$150.00	\$750.00
66	5	Each	Grainsize Analysis, Passing #200 Sieve*	\$55.00	\$275.00
67	20	Each	Moisture Density Relationship (Proctors), Granular Soil*	\$150.00	\$3,000.00
68	10	Each	Moisture Density Relationship (Proctors), Cohesive Soil*	\$150.00	\$1,500.00
69	1	Each	Sand Cone Density Test*	\$50.00	\$50.00
70	1	Each	Sand Equivalent Test*	\$50.00	\$50.00
71	5	Each	Natural Moisture Content Test*	\$10.00	\$50.00
72	5	Each	Organic Content Test*	\$55.00	\$275.00
73	1	Each	Permeability Test, Constant Head*	\$200.00	\$200.00
74	1	Each	Specific Gravity Test*	\$55.00	\$55.00
75	1	Each	California Bearing Ratio Test*	\$400.00	\$400.00
76	1	Each	R-Value Test*	\$400.00	\$400.00
77	1	Each	Atterberg Limits Test, One Point Method*	\$55.00	\$55.00
78	1	Each	Atterberg Limits Test, Three Point Method*	\$90.00	\$90.00
79	20	Each	Visual Soil Classification*	\$10.00	\$200.00
Asphalt Concrete Laboratory Testing Rates					
80	1	Each	Marshal Stability and Flow Test*	\$200.00	\$200.00
81	1	Each	Compression Strength Test*	\$50.00	\$50.00
82	5	Each	Rice Density Test*	\$75.00	\$375.00
83	1	Each	Bulk Specific Gravity Test, Asphalt Specimens*	\$55.00	\$55.00
84	1	Each	Bulk Specific Gravity Test, Asphalt Cores*	\$55.00	\$55.00
85	5	Each	Bitumin Content by Extraction Test*	\$160.00	\$800.00
86	1	Each	Moisture Content of Bituminous Paving Mixture*	\$15.00	\$15.00
87	1	Each	Fractured Face County Test*	\$75.00	\$75.00
88	1	Each	Core Density Test*	\$40.00	\$40.00
89	5	Each	Effect of Water on Cohesion Test*	\$10.00	\$50.00
Reporting Services Rates					
90	20	Each	Final Project Letter, Typical Site Work/Building Construction Project*	\$20.00	\$400.00
91	80	Hour	Special Project Report	\$100.00	\$8,000.00
Provide Percent Mark-up for Miscellaneous Materials					
92	5,000	Dollars	Miscellaneous Materials (Must Enter a Value)	15%	\$4,250.00
				TOTAL	\$80,520.00