

5/2/88

INTRODUCED BY: Paul Barden

PROPOSED NO. 88-313

ORDINANCE NO. **8489**

AN ORDINANCE for design and construction of the Goodwill Games Swimming Facility and authorizing the county executive to enter into an agreement for that project.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Findings and declaration of purpose. The council finds that:

A. The Goodwill Games are scheduled to be held in King County in July, 1990, and will involve a variety of sports facilities in the area.

B. There is presently no aquatics facility in King County or the Puget Sound area of the size and quality necessary to hold a world-class swimming and diving competition such as that planned for the Goodwill Games.

C. A world-class aquatics facility suitable for the Goodwill Games and located in King County would provide enormous economic, cultural, and athletic benefits to the citizens of King County, not only for the duration of the Goodwill Games themselves but for future national and international competitions and for regular use by local swimming groups and individuals.

D. If a suitable aquatics facility can be designed and built on a schedule that would have the facility ready for use by the Goodwill Games, the sponsors of the Games and David Sabey, through Berkley Structures, is prepared to offer a unique subsidy to the project in excess of \$4 million, leaving total cost to the county of only \$8 million.

E. Design and construction of a suitable aquatics facility through the use of normal county competitive selection processes would require at least two-and-a-half years to complete the facility, even under favorable circumstances.

1 This process would result in completion of the facility far too
2 late for use by the Goodwill Games and, thus, it would eliminate
3 the proposed subsidy for such a project as well as the benefits
4 to the county which would result from hosting this portion of the
5 Goodwill Games.

6 F. The delay associated with the use of competitive selection
7 processes for the design and construction of the aquatics facility
8 would effectively prevent its construction altogether which would
9 cause material damage to the public interest, both through the
10 lost opportunity to acquire such a facility under the proposed
11 subsidy and through the potential loss of all or part of the
12 Goodwill Games competition itself.

13 G. Competitive selection would be a useless act under the
14 present circumstances in which David Sabey, through Berkley
15 Structures as well as through his association with the sponsors
16 of the Goodwill Games, is uniquely able to provide the design
17 and construction at a cost to the county far below market cost.

18 H. For the reasons set forth above, the council finds that
19 competitive selection for the design and construction of the
20 facility should be and are hereby waived, on the basis of the
21 emergency circumstances presented and because David Sabey, through
22 Berkley Structures is the sole source readily available to design
23 and construct the facility under the terms proposed. For the
24 same reasons, the council finds that competitive selection for
25 a design consultant to the county for assistance in overseeing
26 the project must be waived.

1 SECTION 2. This project shall not be subject to the
2 appropriation for art required by Ordinance No. 6111.

3 SECTION 3. The county executive is authorized to dispense
4 with competitive selection for the design and construction of
5 the aquatics facility and to contract with David Sabey, through
6 Berkley Structures, under terms consistent with this ordinance
7 and substantially similar to those of the attached Agreement.

8 INTRODUCED AND READ for the first time this 18th day of
9 April, 1988.

10 PASSED this 2nd day of May, 1988.

11 KING COUNTY COUNCIL
12 KING COUNTY, WASHINGTON

13 Gary Grant
14 Chair

15 ATTEST:

16
17 Jane M. Owens
18 Clerk of the Council

19 APPROVED this 12th day of May, 1988.

20
21 Jim Hill
22 King County Executive

AGREEMENT FOR CONSTRUCTION
OF AQUATICS FACILITY

THIS AGREEMENT is entered into between King County, a subdivision of the State of Washington, (hereinafter referred to as the "County") and Berkley Structures, Inc., doing business as Berkley Engineering and Construction, wholly-owned construction corporation of David A. Sabey, (hereinafter referred to as "Sabey"), according to the terms and conditions set forth below.

A. PURPOSE

The purpose of this Agreement is to set forth the responsibilities of the parties in the design, construction, and financing of a world-class aquatics facility to be built for use by the 1990 Goodwill Games and, thereafter, by the citizens of King County. This Agreement is intended to take advantage of Sabey's willingness to design and build such a facility on land donated for the project, with \$8 million dollars of money from the County and with \$4 million contributed by the sponsors of the Goodwill Games and such other sources as the parties may arrange.

B. DEFINITIONS

Unless another meaning is clearly intended by the context in which they appear, the following terms shall have the meanings indicated for the purposes of this Agreement.

1. "Facility" - shall mean the aquatics facility, including parking and other related facilities, designed and built pursuant to the Basic Design, as defined below - including any temporary structure or improvements incorporated pursuant to paragraph D.2 of the Agreement.
2. "Land" - shall mean the real property located in West Campus, Federal Way, and legally described in Exhibit A, to be donated by Quadrant Corporation and/or other corporations or groups.
3. "SOC" - shall mean the Seattle Organizing Committee of the Goodwill Games, a non-profit corporation.
4. "Basic Design" - shall mean preliminary construction drawings, plans, material specifications and performance characteristics showing interior and exterior elevations, dimensions, relationships of building components and the site. It shall describe or show the type of exterior and interior surfaces, structural, mechanical and electrical systems and workmanship and material qualities. The Basic Design shall be specific enough to allow Sabey, in his discretion, to determine reliable cost figures for the Facility and for the County, in its discretion, to determine the primary features and quality of the Facility to be built. The Basic Design will also include a detailed design and construction schedule.

C. SCHEDULE AND COMPLETION OF PROJECT

In order to receive the contribution of the SOC, Sabey must have the Facility sufficiently complete by approximately April 1, 1990 for use by the Goodwill Games. As a result, Sabey will employ a "fast track" project schedule for design and construction, with design and construction activities proceeding simultaneously. In the event the facility is completed ahead of this schedule, the County agrees to take occupancy and issue Final Acceptance at such earlier completion date.

D. DESIGN

1. Design Consultant

Sabey will subcontract with _____ to produce the Basic Design.

2. Design Requirements

Although the details of the Facility's design have not yet been determined, the parties acknowledge their commitments under other agreements to meet the minimum requirements of the SOC, as set forth in Exhibit E. The design must also incorporate, the design features important to the County as set forth in Exhibit F. The County and Sabey shall, as part of the design process, determine which of the SOC's minimum requirements should be met by temporary, rather than permanent, structures and improvements.

The County further acknowledges that Sabey's receipt of the contribution from the SOC may depend upon the right to incorporate sponsor's names and advertisements into scoreboards and timing displays and to name the swimming pool, itself, after a private contributor. Therefore, the County agrees to permit Sabey to incorporate such names and advertisements under the following conditions:

Pool Name

The competitive aquatics components of the Facility shall be individually named, which name (i) shall

contain the name of a private donor who has made a significant contribution towards the design and construction of the Facility, as selected and determined by the SOC, subject to the approval of the County, which approval shall not be unreasonably withheld; (ii) shall permanently appear on the facade of the building in lettering of comparable size and type as any King County name, as well as on all correspondence, signs and any and all other materials regarding the Facility.

Scoreboard and Automatic Officiating Equipment

The SOC shall have an unrestricted right to sell advertising on the scoreboard and automatic officiating equipment for a period of ten (10) years.

3. Design Process

Sabey and its design consultant will, upon execution of this Agreement, begin to meet with the County's representative to make preliminary design decisions and will arrange to meet as needed thereafter to review the design work. Sabey will produce the Basic Design for County Council approval and, over the course of construction, a set of detailed plans and specifications for the Facility for County approval. All design details after the Basic Design shall be deemed approved by the County 2 working days after submission for approval unless the County notifies Sabey to the contrary. After the Basic Design has been approved, the County will retain sole, ultimate

authority to approve any and all elements of the design of the Facility, so long as they are consistent with the minimum requirements listed above and the approved Basic Design.

4. Design Costs

The County agrees to pay \$150,000 to Sabey for design work on the Facility, regardless of whether the County Council approves the Basic Design. The payment shall be made in three installments of \$50,000 each due on May 1, 1988, June 1, 1988 and on completion of the Basic Design. A prorata amount shall be paid in the event the Agreement is terminated prior to completion of the Basic Design.

Sabey's obligation to produce the Basic Design is expressly conditioned upon a commitment by the SOC to pay an amount equal to the County's design payment.

E. CONSTRUCTION

Sabey will build the Facility in conformance with the plans and specifications approved by the County and with the terms of this Agreement, including the attached General Conditions and Special Provisions which are incorporated herein by this reference.

F. PAYMENT AND FINANCING FOR CONSTRUCTION

1. County Payment

Upon occupancy of the Facility, by the County or

by SOC pursuant to Section H, below, the County will pay Sabey \$7.85 million (\$7,850,000) as full payment for construction of the Facility, less a reasonable amount estimated by the County as needed to pay for the completion of remaining punchlist items. Approximately \$_____ of the County's payment shall be deemed to be the sales tax due on this Agreement. Subject to Paragraph 4 below, Sabey agrees to seek no further compensation from the County for the construction of the Facility or any work or costs of any type related to the construction or to this Agreement, including but not limited to unforeseen or changed conditions, design errors, or delays, although nothing herein is intended to preclude Sabey from obtaining such compensation from other sources.

2. Approval of Basic Design

The County's payment obligation hereunder, except for design costs under Paragraph D, 4, shall be expressly conditioned upon approval of the Basic Design by the County Council.

3. Sabey's Responsibilities

Sabey will arrange for and be responsible for: (a) all interim financing for the design and construction of the Facility, (b) all taxes and fees (except as provided for elsewhere herein), and (c) all other design and construction costs which exceed the County's payment obligations.

4. Basic Design and Changes

The County's right to design and construction of the Facility for the amount stated above is limited to the approved Basic Design and design details consistent therewith. In the event the County wishes to change any element of the approved Basic Design, Sabey shall not be obligated to agree to such changes and may, in such event, insist upon the negotiation of additional compensation. All design decisions shall be deemed to be details within the scope of the approved Basic Design unless Sabey otherwise notifies the County within 5 days thereof.

G. SECURITY FOR PERFORMANCE AND PAYMENT

Within 10 days of execution of the Agreement, Sabey will submit a public works bond to the County in the amount of \$8 million, signed by two sureties acceptable to the County, or by a surety company.

H. GOODWILL GAMES USE

The parties anticipate that the Facility may be sufficiently complete by April, 1990 for use as part of the Goodwill Games even if it is not, by that point, complete enough to be given Final Acceptance by the County. In such event the parties agree to permit use of the Facility by the SOC, for Goodwill Games purposes, from the point at which it is sufficiently complete, through the duration of the Goodwill Games. Such use shall not constitute acceptance of the Facility by the County.

In the event the Facility is to be used for the Goodwill Games prior to Final Acceptance, such use shall not be granted without:

1. All necessary permits and/or Certificates of Occupancy.
2. A signed use agreement between King County and the SOC.

Sabey shall be responsible for all construction clean-up necessary to prepare the Facility for any such use by the SOC prior to Final Acceptance.

I. TERMINATION BY SABEY

If Sabey determines it will be unable to build the Facility with the \$8 million from the County and \$4 million from the SOC, Sabey may terminate its obligations under this Agreement, without penalty to or recourse by the County, by giving written notice within 10 days of submittal of the Basic Design.

J. MISCELLANEOUS

1. No third party beneficiaries

The terms of this Agreement are intended only to benefit the parties hereto and not to inure to the benefit of or be enforceable by any third party.

2. Notice; representatives of parties

Notices to the parties shall be addressed to the following:

for Sabey: _____

for King County: _____

3. Mechanics of land conveyance

The County shall be responsible for expeditiously securing title to the land and/or the owner's permission for Sabey to perform the work on the site.

4. Insurance Requirements

Sabey agrees to secure insurance pursuant to the requirement of Exhibits B and C.

5. Conflicts between documents

In the event of a conflict between provisions in the body of this Agreement and any General Conditions, the provisions in the body of the Agreement shall prevail.

6. Entire agreement; integration clause

This Agreement represents the entire agreement

between the parties; any oral representations or understandings not incorporated herein are excluded.

7. Affirmative Action/Non-Discrimination

Sabey agrees to comply with the requirements of King County Ordinance No. 7788, a copy of which is attached hereto as Exhibit D.

8. County Approvals

The County shall act as promptly as possible in reviewing and approving design submittals, shop drawings, permit applications, and certificates required for the project.

DATED this _____ day of _____, 1988.

KING COUNTY

SABEY

Signature

Signature

Name

Name

Title

Title

THE GENERAL CONDITIONS OF THE CONTRACT**Article 1. Definitions**

- A. The Contract Documents consist of: the Agreement, the Basic Design, approved plans and specifications, and these General Conditions.
- B. The Owner and the Contractor are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.
- C. The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes the material worked to a special design according to the plans or specifications of this work but does not include one who merely furnishes materials not so worked.
- D. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by U.S. Mail postage prepaid to the last business address known to him who gives the notice.
- E. The term "work" of a contractor or subcontractor includes labor or materials or both.
- F. All time limits stated in the Contract Documents are of the essence of the Contract.
- G. Where the words "approved" or "for approval" are used, they shall mean "approved by the Owner", and "for the Owner's approval."
- H. This contract shall be construed for all purposes as a contract entered into pursuant to the laws of the State of Washington.
- I. The term "furnished" shall mean deliver to the job site.
- J. The term "install" shall mean entered permanently into the project.
- K. The term "provide" shall mean to furnish and install.
- L. The date of "final acceptance" shall mean the date of formal action by the Owner accepting the work.

- M. The term "shall" shall mean "mandatory."
- N. The term "selected" shall mean "as selected by the Owner."
- O. The term "as directed" shall mean "as directed by the Owner."

Article 2. Drawings and Specifications on the Work

The Contractor shall keep at the site an accurately marked record set of drawings and specifications as the job progresses, with all changes or deviations from the original Contract Documents recorded thereon for work under the Contract.

Accurate measurements referenced to two "permanent" structures shall be recorded to show the exact location and changes in direction of all underground services and utilities, as well as their approximately depth below finished grade. In addition, the drawings and specifications shall be marked to record all materials used where options, alternates and/or change orders were indicated, specified and/or authorized.

Upon completion of the project and prior to final payment, the Contractor shall forward the record set of drawings and specifications showing the as-built notations to the Owner for his approval and use. Such record set shall be clean, easily readable and carry the Contractor's name, date and notation that it is the as-built record set for the project.

Article 3. Royalties and Patents

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner.

Article 4. Permits, Laws, and Regulations

All permits and licenses necessary for the execution of the work shall be secured and paid for by the Contractor, except those permits indicated in these Contract Documents as having been previously obtained by the Owner. Easements and variances for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Owner in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner he shall bear all costs arising therefrom.

Article 5. Tests, Inspections and Access to Work

The Owner and/or their chosen representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide facilities for such access so that the Owner may perform their functions under the Contract Documents.

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public regulatory authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Owner timely notice of its readiness so the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public regulatory authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals.

Contractor shall give Owner timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without written approval of Owner, it must, if requested by Owner, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given Owner timely notice of his intention to cover such Work and Owner has not acted with reasonable promptness in response to such notice.

Article 6. Superintendence: Supervision and Employees

The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be confirmed in writing to the Contractor.

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Article 7. Warranty and Guarantee of Work

Neither the final acceptance by the Owner, nor final payment by the Owner, shall be a waiver by the Owner of defects in either materials or workmanship in any part of the Contractor's work which are discovered within one (1) year from its final acceptance. The Owner shall give notice of observed defects with reasonable promptness and the Contractor shall correct the effects with reasonable promptness. The Contractor shall save the Owner harmless from any and all damages and expenses suffered or incurred by reasons of any such defects and any damages the consequence of such defects, and he shall repair such defects and consequences.

If the Contractor and Owner mutually agree in writing to occupancy, use or operation by the Owner prior to final acceptance of the work of the contract, the date of such occupancy, use or operation shall determine the date the guarantee period starts, for that portion of the project so occupied, used or operated by the Owner.

This paragraph shall not apply where occupancy is taken after the contract completion date but before substantial completion has been accomplished by the Contractor. In such latter case the guarantee period will start when the public work is formally accepted by the Owner.

The warranty and guarantee provided in this article shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

Article 8. Assignment

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

Article 9. Subcontracts

As soon as practicable and before awarding any subcontracts, the Contractor shall notify the Owner in writing of the names of the subcontractors proposed for the principal parts of the work, and for such other parts as the Owner may direct, and shall not employ any to whom the Owner may have a reasonable objection.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

Article 10. Relations of Contractor and Subcontractor

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract Documents as far as applicable to his work, including the following provisions of this Article, unless specific portions, at the request of the Contractor, are waived in writing by the Owner.

Article 11. Use of Premises

The Contractor shall confine his apparatus, the storage of materials and the operation of his workmen to limits indicated by law, ordinances, permits or directions of the Owner and shall not unreasonably encumber the premises with his materials.

Article 12. Cleaning Up

The Contractor shall at all times keep construction site, access points, public rights of ways and all other areas free from accumulation of waste materials or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish from and about these areas and all his tools, scaffolding and surplus materials and shall leave his work "broom-clean" or its equivalent, unless more exactly specified.

Article 13. Eight Hour Law and Payments for Labor

The Contractor agrees that no laborer, workman, or mechanic in the employ of the Contractor, Subcontractor, or other person doing or contracting to do the whole or any part of the work contemplated by this contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall not be less than one and one-half times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday or legal holidays, shall be performed without additional expense to the Owner.

Article 14. Compliance with Public Works, Wage Rates, Fringe Benefits, Etc., Required--Contractor to File Affidavit of Wage Rates and Contingent Fees

1. The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein.
2. The Contractor, on or before the date of commencement of work, shall file a statement under oath with the Owner and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or Subcontractor, which shall be not less than the prevailing rate of wage. Such statement and any subsequent statements shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.
3. The Contractor and Subcontractors shall further certify that:
 - a. He has not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.
 - b. He has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract, and agrees to furnish information relating to a. or b. above as requested by the contracting officer.
 - c. He has not been asked or otherwise coerced, either expressed or implied, into contributing funds for any purpose as a condition to doing business with the County.

Article 15. Storage and Handling of Materials

Each contractor shall be responsible for the proper care and protection of all his materials, equipment, etc., delivered at the site.

Article 16. Offshore Items

In compliance with Chapter 139, Session Laws 1967, Contractors are required at the completion of a contract to furnish King County, Seattle, Washington 98104, a certified statement setting forth the nature and source of Offshore Items in excess of \$2,500.00 which have been utilized in the performance of the contract.

"Offshore Items" are those items procured from sources beyond the territorial boundaries of the United States, including Alaska and Hawaii.

This certified statement is mandatory and must be received before final payment on the contract can be made.

Article 17. Protection of Persons and Property

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. all employees on the work and all other persons who may be affected thereby;
2. all the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The Contractor shall promptly repair and/or replace all damage to any property referred to in this Article caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible except damage or loss attributable to the acts or omissions of the Owner or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor, are in addition to his obligations under Article 20.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Architect.

The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

Article 18. Temporary Water Pollution and Control

The Contractor shall take such measures as are required to comply with the latest revision of Section 1-07.15 of the Washington State Highway Standard Specifications and King County Ordinance 2281 which pertain to control of waterborne sand, silt, clay and oil, caused by construction activities from entering adjacent property, streams, storm pipe systems, or other bodies of water. The most stringent requirement of the two above-referenced specifications shall govern if there is a conflict between the two. The Contractor shall include in his bid this cost of complying with the aforementioned specifications and/or with any temporary pollution control facilities identified elsewhere in these specifications or drawings.

Article 19. Requirements for the Prevention of Environmental Pollution and Preservation of Public Natural Resources

In accordance with the provisions of Chapter 62, Laws of 1973, H.B. 621, the Contractor shall secure any permits or licenses required by, except those secured by Owner as stated in the

special provisions, and comply fully with all provisions of the following laws, ordinances, and resolutions, where they are applicable to this project:

A. UNITED STATES

U.S. Army Corps of Engineers

Section 1 of the River and Harbor Act of June 13, 1902: Authorizes Secretary of the Army and Corps of Engineers to issue permits to any persons or corporation desiring to improve any navigable river at their own expense and risk upon approval of the plans and specifications.

Section 404 of the Federal Water Pollution Control Act (PL 92-500, 86 Stat. 816): Authorizes the Secretary of the Army, acting through the Corps of Engineers, to issue permits for the discharge of dredged or fill material into the navigable waters at specified disposal sites. Permits may be denied if it is determined that such discharge will have adverse effects on municipal water supplies, shellfish beds and fishery areas, and wildlife or recreational areas.

Section 10 of River and Harbor Act of March 3, 1899: Requires permit for construction (other than bridges see U.S. Coast Guard Administered permits) on navigable waters.

U.S. Coast Guard

Section 9 of River and Harbor Act of March 3, 1899, General Bridge Act of March 23, 1906, and General Bridge Act of 1946 as amended August 2, 1956: Requires a permit for construction of bridges on navigable waters. Owner will comply with pertinent sections of the following laws while securing the aforementioned permit: Section 4(f) of Dept. of Transportation Act, National Environmental Policy Act of 1960, Water Quality Improvement Act of 1970.

Miscellaneous Federal Legislation

Section 13 of the River and Harbor Act approved March 3, 1899: Provides that discharge of refuse without a permit into navigable waters is prohibited. Violation is punishable by fine. Any citizen may file a complaint with the U.S. Attorney and share a portion of the fine.

B. WASHINGTON STATE

Washington State Department of Natural Resources

RCW 76.04.370: Provides for abatement of additional fire hazard (lands upon which there is forest debris) and extreme

fire hazard (areas of additional fire hazard near buildings, roads, campgrounds, and school grounds). The owner and/or person responsible is fully liable in the event a fire starts or spreads on property where an extreme fire hazard exists.

RCW 76.04.010: Defines terms relating to the suppression of abatement of forest fires or forest fire conditions.

RCW 70.94.660: Provides for issuance of burning permits for abating or prevention of forest fire hazards, instruction or silvi-cultural operations.

RCW 76.04.310: Stipulates that everyone clearing land or clearing right of way shall pile and burn or dispose of other satisfactory means, all forest debris cut thereon, as rapidly as the clearing or cutting progresses, or at such other times as the department may specify, and in compliance with the law requiring burning permits.

RCW 78.44: Laws governing surface mining (including sand, gravel, stone and earth from borrow pits) which provide for fees and permits, plans of operation, reclamation plan, bonding, and inspection of operations.

RCW 76.04.150: Requires burning permit for all fires except for small outdoor fires for recreational purposes or yard debris disposal. Also the Dept. of Natural Resources reserves the right to restrict burning under the provisions of RCW 76.04.150, 76.04.170, 76.04.180, and 70.94 due to extreme fire weather or to prevent restriction of visibility and excessive air pollution.

W.A.C. 332-18: Delineates all requirements for surface-mined land reclamation.

W.A.C. 332-24: Codifies requirements of RCW 76.04 pertaining to land clearing and burning.

Washington State Department of Ecology

W.A.C. 18-02: Requires operators of stationary sources of air contaminants to maintain records of emissions, periodically report to the state information concerning these emissions from his operations, and to make such information available to the public. See Puget Sound Pollution Control Agency Regulation I.

RCW 90.48: Enacted to maintain the highest possible standards to ensure the purity of all water of the state consistent with public health and public enjoyment thereof, the propagation

and protecting of wildlife, birds, game, fish and other aquatic life, and the industrial development of the state, and to that end require the use of all known available and reasonable methods by industries and others to prevent and control the pollution of the waters of the state of Washington. It is unlawful to throw, drain, run or otherwise discharge into any of the water of this state any organic or inorganic matter that shall cause or tend to cause pollution of such waters. The law also provides for civil penalties of \$5,000/day for each violation.

RCW 70.95: Establishes uniform statewide program for handling solid wastes which will prevent land, air and water pollution. Makes it unlawful to dump or deposit solid wastes onto or under the surface of the ground or into the waters of this state except at a solid waste disposal site for which there is a valid permit.

Shoreline Management Act of 1971: Requires a permit for construction on state shorelines.

W.A.C. 508-60: Requires permit to construct in state flood control zone.

W.A.C. 372-24: Permit to discharge commercial or industrial waste waters into state surface or groundwater (such as gravel washing, pit operations, or any operations which results in a discharge which contains turbidity).

W.A.C. 508-12-260: Requires permit to construct reservoir for water storage.

W.A.C. 508-12-100: Requires permit to use surface water.

W.A.C. 508-12-220: Requires permit to use ground water.

W.A.C. 508-12-280: Requires permit to construct storage dam.

Washington State Department of Fisheries and Game

Chapter 112, Laws of 1949: Requires hydraulics permit on certain projects.

RCW 27.53: Archaeological resources.

Fire Protection District

RCW 52.28.010, 52.28.020, 52.28.030, 52.28.040, 52.28.050: Provides authority for, requirements of, and penalties for failure to secure a fire permit for building an open fire within a fire protection district.

C. REGIONAL AGENCIES

Puget Sound Air Pollution Control Agency Regulation I: A resulation to control the emission of air contaminants from all sources within the jurisdiction of the Puget Sound Air Pollution Control Agency (King, Pierce, Snohomish, and Kitsap Counties) in accordance with the Washington Clean Air Act. RCW 70.94.

KING COUNTY

King County Resolution No. 25789 requires an unclassified use permit for filling quarrying (including borrow pits and associated activities such as asphalt plants, rock crushers), and refuse disposal sites and provides for land reclamation subsequent to these activities.

King County Ordinance No. 1488 requires permit for grading, land fills, gravel pits, dumpting, quarrying and mining operations, except on County right-of-way. Review by Building Division.

King County Ordinance No. 1527 requires Land Use Division and Flood Control Division review of grading and filling permits and unclassified use permits in flood hazard areas. Resolution No. 36230 establishes storm drain design standards to be incorporated into project design by Engineering Services. Review by Flood Control Division.

King County Ordinance No. 800, No. 900, No. 1006 and Resolution No. 8778, No. 24553, No. 24834, No. 6894 and No. 11242 contained in King County Code Titles 8 and 10 are provisions for disposition of refuse and litter in a licensed disposal site and provide penalties for failure to comply. Review by Division of Solid Waste.

The above requirements will be applicable only where called for on the various projects.

Article 20. Hold Harmless Clause

The Contractor shall indemnify and hold the Owner, its agents, employees, and officers harmless from and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages or costs of any kind whatsoever (hereinafter "claims") brought against the Owner arising out of or incident to the execution of, performance of, or failure to perform this contract; provided, however, that if such claims are caused by or result from the concurrent negligence of the Contractor, its agents, employees and/or officers and the Owner, its agents,

employees and/or officers, this Article shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, employees and/or officers; and, provided further that nothing in this Article shall require the Contractor to indemnify, hold harmless, or defend the Owner, its agents, employees and/or officers from any claims caused by or resulting from the sole negligence of the Owner, its agents, employees and/or officers. In the event the Owner is forced to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this Article, all such fees, expenses and costs shall be recoverable from the Contractor.

Article 21. Acceptance Procedures

A. Preliminary and Final Punch Lists:

At a time prior to the Contractor's request for Final Inspection, the Owner will perform inspections of the work and provide to the Contractor a list of items found to be deficient. All items appearing on any punch list shall be corrected and the Owner notified in writing prior to the request for additional punch list inspections or Final Inspection. The Contractor shall notify the Owner in writing that he has completed the work and requests inspection. The Owner will arrange for the date and time of this inspection.

B. Final Acceptance

1. At such time as the Contractor has fulfilled all conditions of the Contract Documents, as determined in the final inspection, the Owner shall determine the date of Final Acceptance.
2. The date of Final Acceptance or beneficial occupancy, whichever is first, shall establish the beginning of the Contractor's one-year warranty period, and all other guarantees and warranties set forth in the Contract Documents.

Article 22. Maintenance and Operation Demonstration

At the conclusion of the project and prior to the issuance of Final Acceptance, it will be the responsibility of the General Contractor to provide to the Owner's operation and maintenance personnel complete information as to the proper operation and maintenance of all mechanical and electrical systems of the completed project.

This requirement shall include Architectural, Landscape, Mechanical and Electrical systems and shall be in the form of a "walk-thru" on the project with the Owner's designated personnel present.

The General Contractor will be required to have present on the "walk-thru" members of the construction team competent to answer questions regarding the care, adjustment, operation and maintenance of all aspects of the completed project.

Article 23. Archeological Sites

The Contractor is required to comply with RCW 2753 as it applies to archaeologically or historically significant findings at the project site. If such finds are made, approximate delays in work activity in such areas will be required.

Article 24. Utilities

Contractor will coordinate with applicable utility districts and/or companies, arranging and paying for all utility costs, assessments, hook-up charges and other one time charges necessary to insure the facility is served by all required utilities.

"PUBLIC WORK" CONSTRUCTION CONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL0002 (Ed. 1-73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 (Ed. 5-81) covering Broad form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage "occurrence" form CG 0001 (Ed. 11-85).
2. Insurance Services form number CA 0001 (Ed. 1-80) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025 (Ed. 1-86).
3. Workers' Compensation coverage as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal law.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and, for those policies where aggregates are applicable, a \$2,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

EXHIBIT B

**"Public Work" Construction Contractor
Insurance Requirements--page 2**

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by King County. The insurance policies must have deductible or self-insured retention levels no higher than 20% of the contract amount, unless the Contractor can establish to the County's satisfaction his financial capacity to respond to claims sufficient to justify higher deductible or self-insured retention levels. At the option of King County, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects King County, its officers, officials, employees and agents. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions

The policy is to contain, or be endorsed to contain, the following provisions:

1. King County, its officers, officials, employees and agents are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to King County, its officers, officials, employees or agents.
2. The Contractor's insurance coverage shall be primary insurance as respects King County, its officers, officials, employees and agents. Any insurance or self-insurance maintained by King County, its officers, officials, employees or agents shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to King County, its officers, officials, employees or agents.

"Public Work" Construction Contractor
Insurance Requirements--page 3

4. The Contractor's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

5. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to King County.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or if not rated by Best's, with minimum surpluses the equivalent of Best's VII rating.

F. Verification of Coverage

The Contractor shall furnish King County with certificates of insurance and with endorsements effecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms provided or approved by King County and are to be received and approved by King County before work commences. King County reserves the right to require complete, certified copies of all required insurance policies at any time.

**ARCHITECTS/ENGINEERS/PROJECT MANAGEMENT PROFESSIONAL
SERVICE CONSULTANT INSURANCE REQUIREMENTS**

The Consultant shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Consultant, his agents, representatives, employees or subcontractor. The cost of such insurance shall be paid by the Consultant.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GLO002 (Ed. 1-73) covering Comprehensive General Liability and Insurance Services Office form number GLO404 (Ed. 5-81) covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage "occurrence" form CG 0001 (ED. 11-85).
2. Professional liability and errors and omissions insurance.
3. Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal law.

B. Minimum Limits of Insurance

The Consultant shall maintain limits no less than:

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage.

EXHIBIT C.

Architects/Engineers/Project Management
Professional Service Consultant Insurance
Requirements--page 2

2. Professional Liability and Errors and Omissions: \$1,000,000.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by King County. The insurance policies must have deductible or self-insured retention levels no higher than 20% of the contract amount, unless the Consultant can establish to the County's satisfaction his financial capacity to respond to claims sufficient to justify higher deductible or self-insured retention levels. At the option of King County, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects King County, its officers, officials, employees or agents. The deductible and/or self-insured retentions of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.

D. Other Insurance Provisions

The policy is to contain, or be endorsed to contain, the following provisions:

1. General Liability

- a. King County, its officers, officials, employees and agents are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; and for premises owned, leased or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to King County, its officers, officials, employees or agents.
- b. The Consultant's insurance coverage shall be primary insurance as respects King County, its officers, employees and agents. Any insurance or self-insurance maintained by King County, its officers, officials, employees or agents shall be excess of the Consultant's insurance and shall not contribute with it.

Architects/Engineers/Project Management
Professional Service Consultant Insurance
Requirements--page 3

- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to King County, its officers, officials, employees or agents.
- d. The Consultant's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to King County.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII, or, if not rated by Bests', with minimum surpluses the equivalent of Bests' VII rating..

F. Verification of Coverage

Consultant shall furnish King County with certificates of insurance and endorsements required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each Insurance policy are to be on forms provided or approved by King County and are to be received and approved by King County before work commences. King County reserves the right to require complete, certified copies of all required insurance policies at any time.

AN ORDINANCE relating to discrimination and affirmative action in employment by County contractors, subcontractors or vendors; establishing policies; prescribing procedures, obligations, and requirements; prescribing penalties for noncompliance repealing Ordinance 198 and amending Ordinance 4528, Sections 1, 2, 3, 4, 5, 6, 7, 8, 12, and 13 and KCC 12.16.010 thru 12.16.080, KCC 12.16.120 and KCC 12.16.130.

PREAMBLE:

The King County Council finds and the County Executive recognizes that adoption of this Ordinance is consistent with the purposes of state and federal statutes regarding nondiscrimination in employment. The Council further finds that the interest and general welfare of the County would be served by the non-discrimination and affirmative action measures provided for by this Ordinance. A Statement of Findings and Intent relating to the Contract Compliance Program and this Ordinance is set forth in Attachment "A" and incorporated by reference.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. DEFINITIONS

- A. "Affidavit" shall mean a sworn statement under oath.
- B. "Affirmative Action" shall mean policies, procedures and programs designed to increase the representation of and remedy the results of past discrimination against minorities, women, and handicapped persons in employment, applications for employment, and employment-related training program of minorities, women and handicapped persons.
- C. "Contractor" shall mean any person, firm, business, organization, company, partnership or corporation contracting to do business, with King County, including, but not limited to, construction contractors, consulting contractors, providers of professional services, service agencies, vendors, and suppliers selling or furnishing materials, equipment, goods or services, but not including governmental agencies.
- D. "Discrimination" shall mean differential treatment of or pursuit of policies or practices that have a disproportionate impact upon persons due to their creed, religion, race, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless such policies or practices are necessary for the performance of the job and no less discriminatory alternatives are possible.
- E. "Employment" shall mean any and all terms and conditions and policies and practices of employment including, but not limited to, hiring, firing, upgrading, demotion, recruiting, transfer, lay-off, termination, pay rates and advertisement, hours and conditions of work.
- F. "Handicap" shall mean any physical or mental impairment which substantially limits one or more major life activities.
- G. "Minority" shall include Blacks, Asians, Pacific Islanders, American Indians, Alaska Natives, Hispanics and Mexican-Americans.
- H. "Qualified Handicapped Person" shall mean a handicapped person who, with reasonable accommodation, can perform the essential functions of the job in question.
- I. "Reasonable Accommodation" shall mean steps taken to modify facilities used by employees or to modify a particular job component which enables an otherwise qualified handicapped person to perform the essential functions of the job.
- J. "Underrepresentation" shall mean presence in a contractor's workforce of minorities, women, and handicapped persons in proportionate numbers lower than the goals established for the contractor's business under this chapter.

SECTION 2. NONDISCRIMINATION — GENERAL

No contractor, subcontractor, or union doing business with the County, or furnishing workers or services in connection therewith, shall discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person in employment, and no such contractor, subcontractor, or union shall violate any of the terms of RCW Chapter 49.60, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state or local law or regulation regarding nondiscrimination in employment.

SECTION 3. NONDISCRIMINATION — THE HANDICAPPED

In addition to the general prohibition against discrimination stated in SECTION 2 of this Ordinance, the following additional non-discrimination provisions relating to employment of handicapped persons shall apply to contractors, subcontractors, or unions doing business with or furnishing workers or services to King County.

A. *Reasonable Accommodation.* Contractors shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee unless the contractor can demonstrate that the accommodation would impair or cause undue hardship on the operation of the contractor's business.

B. *Pre-Employment Inquiries.* A contractor may not conduct a pre-employment medical examination or make a pre-employment inquiry as to whether an applicant is a handicapped person or as to the nature or severity of a handicap. A contractor may, however, make pre-employment inquiry into an applicant's ability to perform job-related functions. Nothing in this section shall prohibit a contractor from conditioning an offer of employment on the results of a medical examination prior to initiation of the employment, if all entering employees are subjected to such an examination regardless of handicap.

SECTION 4. GOALS AND TIMETABLES—AFFIRMATIVE ACTION REQUIRED

A. *Goals.* The Executive shall annually set goals and timetables for minority and female employment and the employment of handicapped persons by contractors doing business with King County, based on appropriate work force, demographic or other relevant data. These goals shall be set forth in the County's Affirmative Action Plan. The monitoring, and evaluating of a contractor's performance in attempting to meet goals shall be based on total hours of employment and training of minorities,

women, and handicapped persons at the contractor's locations and establishments in King County or at the contractor's locations and establishments where work under contract with King County is being performed and contracted for when such occurs outside King County.

B. *Goal Setting Methodology for Minorities and Women.* Employment goals shall be established for two industry categories, construction contractors and vendor/service contractors, using a multi-factor availability analysis. The multi-factor analysis shall be based on four factors with each factor being assigned a specific weight as follows:

Factors

1. Representation of women and minorities among those employed in King County in each industry category (weight = 50 %);
2. Representation of women and minorities in the King County labor market (weight = 25 %);
3. Representation of women and minorities among the unemployed in King County (weight = 11 %);
4. Representation of women and minorities in the general population of King County (weight = 10 %).

C. *Goal Setting Methodology for Handicapped Persons.* Employment goals for handicapped persons shall be established using the methodology deemed most relevant and the statistical data deemed the most current and representative of the availability of handicapped persons by the Affirmative Action Office, and shall, to the extent possible, be consistent with the methodology used to establish employment goals for the handicapped for the County's internal work force.

D. *Alternative Goal Option.* Contractors may establish goals independently if they believe the King County goals are not applicable to their specific situation. Contractors who secure King County's assent in pursuing this option must use a multi-factor analysis with methodology and data sources approved by the County.

E. *Affirmative Action Requirement.* Where contractor's employment statistics demonstrate that minorities, women and/or handicapped persons are underrepresented in its work force in relationship to the goals established by the Executive, contractor, subcontractors, and unions doing business with the County or providing workers or services in connection therewith, shall take affirmative action measures, as stipulated in this chapter, to increase the representation of minorities, women and handicapped persons at locations and establishments where projects and work are being done under contract with King County. Affirmative action steps shall be based on what is reasonably required to achieve employment goals which will cure underrepresentation. Underrepresentation of minorities, women and handicapped persons will not itself be deemed a violation of this chapter where reasonable affirmative action measures are adopted and are being implemented in good faith.

F. *Exemptions.* Contractors who enter into contracts with King County valued at less than five thousand dollars in a given calendar year shall be exempt from the affirmative action requirements of this chapter. This exemption does not affect non-discrimination requirements which apply to all contractors doing business with King County.

SECTION 5. MINIMUM AFFIRMATIVE ACTION MEASURES

The evaluation of a contractor's compliance with this chapter shall be based upon the contractor's effort to achieve maximum results from its affirmative action program. The contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:

A. *Policy Dissemination.* Internal and external dissemination of the contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirements of this chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding, of the contractor's commitments under this chapter; inclusion of the equal opportunity policy in advertising in the news media and elsewhere discussion of equal employment opportunities and affirmative action policies with new employees during employee orientation; discussions with managers and supervisory personnel regarding the policies and their roles and responsibilities in the implementation of the program under this chapter.

B. *Recruiting.* Adoption and implementation of recruitment procedures designed to increase the representation of women, minorities and handicapped persons in the pool of applicants for employment; including, but not limited to, establishing and maintaining a current list of minority, female, and handicapped recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, female and/or handicapped readership.

C. *Self-Assessment and Test Validation.* Review of all employment policies and procedures, including review of tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments, to assure that they do not discriminate against, or have a discriminatory impact on minorities, women and handicapped persons and validation of all tests and other select requirements where there is an obligation to do so under state or federal law.

D. *Record Referrals.* Maintain a current file of applications of each minority, female and handicapped persons applying or referred for employment indicating what action was taken with respect to each such individual and the reasons therefore. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.

E. *Notice to Unions.* Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to this chapter. Contractors shall also notify the Executive if labor unions fail to comply with nondiscrimination or affirmative provisions.

F. *Supervisors.* Ensure that all supervisory personnel understand and are

directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under this chapter. Such direction shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.

G. Employee Training. When reasonable, develop on-the-job training opportunities which expressly include minorities, women, and handicapped persons and sponsor and/or utilize, training/educational opportunities for the advancement of women, minorities and handicapped persons employed by the contractor, subject to acceptance by the County Affirmative Action Program.

H. Responsible Person. Designate an employee who shall have the responsibility for implementation of the contractor's affirmative action program.

I. Progress Reporting. Prepare as part of the affirmative action plan, an analysis and report on the progress made toward eliminating the underrepresentation of women, minorities and handicapped persons in the contractor's workforce on an annual basis.

J. Contractor Training. In addition, contractors who do not meet employment goals for women, minorities and handicapped persons and who do not have approved affirmative action plans may be required to attend County sponsored training programs on relevant areas of affirmative action and equal employment opportunity.

SECTION 8. CONTRACT REQUIREMENT

The County's policy, as stated in this chapter, requiring nondiscrimination in contractor or subcontractor employment and affirmative action shall be included in all County contracts. Any violation of the specific provisions of this chapter and of any term of the affidavit of compliance required herein, including reporting requirements, shall be deemed a violation of this chapter. Any such violation shall be further deemed a breach of material provision of the contract between the County and the contractor. Such breach shall be grounds for cancellation, termination, or suspension, in whole or in part, of the contract by the County, or for invoking the enforcement provisions of the contract of this chapter providing for penalties, liquidated damages, or other remedies, and may result in ineligibility for further County contracts; provided, that underrepresentation of minorities, women and handicapped persons and the failure or inability of any contractor to achieve employment goals will not be a violation where that contractor has adopted and pursued a reasonable affirmative action program in compliance with this chapter. The burden is on the contractor to demonstrate its compliance with this chapter.

SECTION 7. PRE-CONTRACT QUALIFICATION

Prior to becoming eligible for all awards of any County contracts, contractors must first be certified by the County Administrative Officer or his designee as having complied with the provisions of this section. The County shall not enter into a contract with nor receive products and services from an ineligible contractor.

A. Work Force Data. All contractors entering into contracts or agreements with King County valued at five thousand dollars or more shall submit to the County Executive a total personnel inventory employment profile providing minority, female and handicapped employment data. This requirement shall also apply to contractors who accumulate contracts which total five thousand or more in a given calendar year. The Executive may determine the form in which this data shall be provided.

B. Compliance Affidavits and Union Statements. All contractors entering into contracts with King County of more than ten thousand dollars, or which in the aggregate result in yearly sales to King County of more than ten thousand dollars, shall submit an affidavit of compliance, in the form provided by the County, demonstrating their commitment to comply with provisions of this chapter, and shall further submit a signed statement of compliance form from a union or employee referral agency. The affidavit of compliance shall set forth the contractor's specific employment goals, minimum affirmative action requirements, reporting requirements and other such provisions as the Executive deems necessary and appropriate for compliance with and enforcement of this chapter; provided, that the affidavit of compliance shall not require actions or goals inconsistent with the standards, guidelines and affirmative action measures set forth in this chapter; provided further, that in lieu of the affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of this chapter.

C. Vendors. Yearly Renewals. Vendors who become qualified under subsections A and B of this section shall remain so qualified until October 31st of the year in which they were qualified and shall be entitled to bid and be considered for the sale of materials, supplies and equipment at any time during that year without requalification. Further, upon submittal of an updated employment profile, such vendor's qualification shall be extended from year to year.

During such time as a vendor remains continuously qualified under this chapter to do business with King County, the affidavit of compliance initially submitted to gain qualifications shall be deemed to be effective and in force without further renewal or resubmission. Should qualification lapse or be terminated at any time due to a failure to submit an annual employment profile or upon a finding of violation of this chapter, the County, having previously complied with notice of hearing provisions, a new affidavit of compliance and employment profile shall be required prior to vendor's being requalified.

SECTION 8. STATEMENTS FROM UNIONS

Contractors required to submit compliance affidavits to include a union statement from a union or worker referral agency shall do so on forms provided by the Executive. The statement shall be in writing, signed by the authorized officers or agents of all labor unions or agencies referring workers or providing or supervising apprenticeship or other training programs from whom the contractor obtains employees.

The statement shall affirm that the signer's(s) organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, the presence of any physical, mental or sensory handicap, or national origin, that the signer's(s) organization will affirmatively cooperate in the implementation of the policies and provisions of this chapter, and that the organization consents and agrees to that recruitment, employment, and the terms and conditions of employment under all contracts with the County shall be in accordance with the purposes and provisions of this chapter.

SECTION 9. SUBCONTRACTORS

For projects and contracts over one hundred thousand dollars, the prime contractor shall be required to submit to King County, along with its qualifying documents under this chapter, employment profiles, affidavits of compliance, reports and union statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract periods will apply equally to all subcontractors. As a condition of their contract, prime contractors shall be responsible for both the submission of affidavits and reports and for requiring their subcontractors and vendors to employ racial minorities, women, and handicapped persons. Any violation of this chapter or the requirements of the affidavit of compliance by the subcontractor will be deemed a violation by the prime contractor and subject to the sanctions and penalties set out in the contract in this chapter.

SECTION 10. SANCTIONS

After the hearing, the Executive or Hearing Examiner shall make written findings and conclusions and shall order one or more of the following:

- A. Dismissal of the complaint when a violation is found not to have occurred;
- B. Suspension or cancellation of the contract in part or in whole;
- C. Disqualification of the contractor;
- D. Exclusion from future contracts or vending until demonstration of compliance;
- E. Liquidated damages of up to ten percent of the full contract amount;
- F. Enforcement of any provision of the contract providing other remedies, such as penalties or liquidated damages for violation of contractual provisions, or enforcement of any other remedy available at law to the County.

SECTION 11. ADDITIONAL SANCTIONS

In addition to any other remedy available under the laws of King County and the State of Washington any person, firm, corporation, business union, or organization that prevents or interferes with a contractor's efforts to comply with the requirements of this chapter or which submits false or misleading information to any King County department or employee concerning compliance with this chapter shall be subject to a civil penalty of up to five thousand dollars for each occurrence, the County having previously complied with the notice and hearing provisions of this chapter.

SECTION 12. SEVERABILITY

The provisions of this Ordinance shall be effective in all cases unless otherwise provided for by State or Federal Law. The provisions of this Ordinance are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Ordinance or the invalidity of the application thereof to any person or circumstances shall not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

INTRODUCED AND READ for the first time this 21st day of July, 1986.

PASSED this 22nd day of September, 1986

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Audrey Gruger

Chairman

ATTEST:

Janet M. Owens

Clerk of the Council

APPROVED this 1st day of October, 1986

Jim Hill

King County Executive

4/14/88

AQUATIC CENTER DESIGN SPECIFICATIONS

Although details of the design of the facility remain to be determined, the facility design must meet the permanent and temporary requirements of the Seattle Organizing Committee ("SOC") for the Goodwill Games and associated preliminary events and competitions as established below:

A. Facility Pools

The facility shall include a competitive swimming pool and a diving tank, which may be separate or combined. A separate warm-up swimming pool shall be provided which can be combined with the diving tank, but shall be separate from the competitive swimming pool. It shall not be combined with the competitive swimming pool, if that pool is combined with the diving tank.

B. Design and Certification of the Facility

The facility shall contain the necessary facilities as outlined in Section D.2.(a) herein for world class competition swimming, diving, water polo, and synchronized swimming (collectively the "Aquatic Events"). Such facilities shall be designed in accordance with the standards and requirements of U.S. Swimming, Inc., U.S. Water Polo, Inc., U.S. Synchronized Swimming, Inc., and U.S. Diving, Inc., (collectively referred to herein as the "Sanctioning Bodies"), established in the respective applicable technical rules of each such Sanctioning Body, dated as of January 1, 1988 (collectively the "Technical Rules"), to qualify such facilities for recognized national and international aquatics competition records or in accordance with the Federation Internationale de Natation Amateur ("FINA") standards, as designated by the SOC.

C. Competitive Swimming Pool**1. Dimensions**

The competitive swimming pool shall be 50 meters in length, 25 yards wide and have the following depth characteristics:

- (a) Not less than 1.8 meters deep throughout.
- (b) 30 meters of at least two meters deep.
- (c) 25 meters of at least three meters deep.

2. Features: Competitive Swimming

(a) The competitive swimming pool shall be designed and constructed in accordance with all FINA standards for competitive swimming, with eight (8) lanes, nine (9) floating lane dividers, backstroke turn indicators, false start ropes, and eight (8) starting platforms. All equipment shall include at least two (2) back-up units.

EXHIBIT E

(b) To maximize water speed, the competitive swimming pool shall be designed with deep gutters and/or flow-through bulkheads subject to the approval of the SOC.

(c) The competitive swimming pool shall have a water temperature control system sufficient to maintain the water temperature at FINA standards.

3. Features: Water Polo

(a) The competitive swimming pool shall meet all FINA specifications for Water Polo including boundary line float markers, goals and nets and referees' flags that meet FINA specifications. All equipment shall have at least two (2) back-up units.

(b) An officials' walkway two (2) feet high and four (4) feet wide along the sides of the pool, lengthwise on the playing field, shall be provided; the design and construction of which shall be subject to the approval of the SOC.

4. Features: Synchronized Swimming

(a) The competitive swimming pool shall meet all FINA specifications for Synchronized Swimming including boundary markers and underwater lighting and the sound system designated in Section K herein.

D. Diving Tank

1. Dimensions

The diving tank shall meet all FINA standards for competitive diving and shall include a 10-meter platform, one three-meter spring board and one one-meter spring board.

2. Features

(a) The diving tank shall meet all FINA specifications, including the provision of five judges' chairs between 1.5 and 2.0 meters in height with associated electronic equipment in accordance with FINA standards.

(b) The diving tank shall include mechanical surface agitation, the design and construction of which shall be subject to the approval of the SOC.

E. Warm-Up Swimming Pool

An eight-lane swimming pool for participants warm-up shall be provided. One dimension of the warm-up swimming pool shall be 25 yards. The pool heaters shall be capable of heating the warm-up swimming pool to the same temperature as the competitive swimming pool and diving tank.

F. Automatic Officiating Equipment

1. Equipment

Automatic officiating equipment with interface to character generation capabilities shall be provided to meet FINA specifications and shall include:

(a) Automatic officiating equipment operating room located in line with the finish bulkhead/wall.

(b) Touch pads that meet FINA standards and are capable of relay judging, lap counting, split times and correction for erroneous touch.

(c) Digital time readout to 100th of a second.

(d) A tie into a loud speaker electronic starting system, the scoreboard and television.

(e) A videotape system.

2. Back-up

Complete system redundancy shall be provided for the automatic officiating equipment.

3. SOC Designation

The SOC shall have the sole right to determine and designate the automatic officiating equipment, provided that the price charged by the equipment vendor is reasonably competitive.

G. Scoreboard

1. Equipment

An automated scoreboard tied into the automatic officiating equipment shall be provided and shall meet FINA standards for competitive swimming, diving, synchronized swimming and water polo.

2. Advertising

The scoreboard shall include at least four advertising panels consistent in size with scoreboard dimensions.

3. SOC Designation

The SOC shall have the sole right to determine and designate the scoreboard within FINA guidelines provided that the price charged by the scoreboard vendor is reasonably competitive.

H. Spectator Services

1. Spectator Seating

The facility shall provide a combination of permanent and temporary spectator seating for a minimum of 3,000 people, with a goal of 4,000 seats if the facility can be efficiently designed to accommodate such additional seating requirements. Such seating shall be raised to provide clear sight lines for spectators in the first row and in all subsequent rows. At least 1,000 of the spectator seats shall be theatre style seats. The facility shall be designed to maximize viewing sight lines for all four sports: competitive swimming, diving, synchronized swimming and water polo.

2. Restrooms

Sufficient public restrooms must be available to meet an occupancy of at least 800 over the spectator seating provided to accommodate spectators, press, staff and other needs.

3. Concessions Area

Concessions area(s) for food and beverage and program and novelty sales shall be provided to serve 3,800 people. A minimum of 1,000 square feet of such space shall be provided.

4. VIP Hosting Area(s)

2,500 square feet shall be provided inside or adjacent to the facility for VIP hosting area(s). If adjacent to the facility, such area(s) shall be covered. The VIP hosting area(s) shall provide power for TV monitors, to support catering services and shall be lit.

I. Press Requirements

1. Print Press Seating

(a) In addition to the spectator seating, seating for 250 press shall be provided with tables, telephone and electrical connections as approved by the SOC to support press requirements of the Goodwill Games.

(b) The press seating area shall be, to the maximum extent possible, isolated from spectator seating and shall be provided with an internal PA system.

(c) The press area shall include space for the public address system announcer, with appropriate microphone jacks.

2. Photographers

Space for 50 photographers shall be provided with electrical power for strobe lights. The electrical power provision shall be subject to the approval of the SOC.

3. Television

(a) Provision for 15 radio/television commentator positions, subject to the approval of the SOC.

(b) Mobile Units

(1) 5,000 square feet inside or adjacent to the facility shall be provided to locate television mobile units.

(2) Three (3) service hook-ups (three phase, four wire, 200 amps per leg each, 208V/AC) shall be provided in the mobile unit area. All such electrical power shall be clean, dedicated service with no other users drawing from it. Power distribution shall be provided from the mobile unit to all camera and broadcast locations.

(3) A connection to feed an in-house closed circuit television system shall be located in the mobile unit area and connected to media areas in the stands, athlete areas and staff support areas.

(4) A connection to feed to and receive from the public address system shall be located in the mobile unit area.

(5) Scoreboard, timing systems and computer service outputs shall be accessible in the mobile unit area.

(6) All telephone service for phone lines, audio lines, video lines, fiber optics and microwave links shall be located adjacent to the mobile unit area.

(c) Lighting

(1) All ambient lighting shall be subject to the approval of Turner Broadcasting System (TBS), the television licensee of the SOC.

(2) 250 foot candles of light for all areas of competition, pool decks, spectators and underwater lighting shall be provided. Lighting shall be 3200 Kelvin. Any windows on doors, walls, or the roof which would impact lighting in the competition area shall be blacked out during television coverage of the competition. Facilities to this end need to be incorporated in the plan.

(d) Conduit

Separate conduits of one foot in diameter for telephone and television cables shall be provided from the mobile unit area to all television, radio and print press areas in the Facility.

(e) Camera Position

(1) Camera positions shall be designated during design of the Facility, subject to the approval of TBS. Space shall be

provided on the deck for a ten foot wide camera track on one side of the pool. A diagram of such locations from overhead to below decks will be provided upon request to the SOC.

(2) Underwater viewing windows, at the competitive swimming pool and the diving tank, subject to the approval of TBS, shall be provided. The windows shall be approximately 6 x 3 feet in height, with a depth behind each window of 8 feet. All glass in such windows shall be optically clear and not subject to fogging or distortion. Three windows are anticipated in the competition swimming pool and one in the diving well for television use.

(f) Electrical outlets shall be provided in such quantity as designated by TBS.

J. Athlete Services

1. Security

For athlete security, access to the locker room, competition area, and bus load, unload area shall be separate from the spectator flow.

2. Locker Rooms

(a) Locker rooms to accommodate 75 men and 75 women competitors shall be provided, including lockers, showers, toilets and changing areas. Locker rooms shall be designed to have the flexibility to be subdivided into smaller rooms to accommodate team sports.

(b) A training room shall be provided off each locker room with whirlpools and rub-down tables, subject to the approval of the SOC.

3. Doping Control

Two 320 square foot doping control areas shall be provided with controllable ingress/egress and adjacent restrooms.

4. Refrigeration

Refrigeration for up to 150 box lunches and athlete medical supplies shall be available. Ice dispenser for athlete medical services and beverages shall be available.

5. Seating

Separate seating for 220 participants shall be provided.

6. Storage

(a) A minimum of 40 lightweight clothing storage boxes shall be provided near the pools and diving tank.

K. Public Address System

A broadcast quality public address and sound system shall be provided that meets the FINA standards for synchronized swimming including air speakers, underwater speakers and a microphone hook-up and meets the SOC's needs for awards ceremonies.

L. Awards Ceremonies

An awards ceremonies area with a three level platform, each level of which can accommodate four people, shall be provided, with a flag raising apparatus, all subject to the approval of the SOC. Microphones shall be provided in the awards area, subject to SOC approval.

M. Parking**1. Spaces**

Parking for 1,000 cars shall be provided, with at least 300 paved spaces.

2. Bus Access

A separately controlled, fenced and paved bus access and turnaround area shall be provided.

N. Facility Requirements**1. HVAC**

An HVAC and dehumidification system shall be provided that shall be designed to keep athletes warm and spectators cool.

2. Fencing

The facility shall be fenced in accordance with the security requirements of the SOC.

3. Recreational Features

All recreational features such as ladders, lifeguard stands, and slides shall be removable without impact on the competitive facilities.

4. Miscellaneous Support Areas

10,000 - 12,000 square feet of space shall be provided for the following functions:

Accreditation
Athlete Services
Finance Staff

Spectator Medical Area
Material Logistics
Language Services
Press Interview Area and Offices
Security Office
Sports Administration Offices
Technology Center, including a message center,
results room and room for staff and timing staff
Transportation Office and Waiting Area
Venue Operation Staff
Food Service Staff

O. Permanent versus Temporary Facilities

Spaces and facilities needed only for the Goodwill Games may be provided in temporary facilities (e.g., tents, trailers, etc.) as long as they provide needed power, light and communications infrastructure and are located within a secure perimeter. Some must be within the ticketed area (e.g., extra concession booths) while others need not be there.

P. Color Schemes

The interior colors and color scheme shall be subject to the approval of the SOC to ensure compatibility with television requirements.

OFFICE OF THE PROSECUTING ATTORNEY
KING COUNTY, WASHINGTON
CIVIL DIVISION

NORM MALENG
PROSECUTING ATTORNEY

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RECEIVED (206) 296-9015
KING COUNTY DISTRICT COURT

April 20, 1988

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MEMORANDUM

TO: Honorable Gary Grant, Chairman, King County Council

FR: Jack G. Johnson, Deputy Prosecuting Attorney

RE: Revisions to Goodwill Pool Design/Construction Agreement

I have enclosed a replacement draft of Exhibit F to the above-referenced agreement. This draft contains a change to item 1 which reflects the Sabey Corporation's intent to design and determine the costs of and, if possible, build a shallow water swimming tank as part of the facility. This would be used for recreational and instructional swimming, particularly for children and handicapped swimmers and for seniors who do not swim well.

cc: Councilmembers
Joe Nagel
Mike Wilkens

RECEIVED
1988 MAY -2 PM 2:03
CLERK
KING COUNTY COUNCIL

MINIMUM DESIGN FEATURES: KING COUNTY

1. The initial design must include as a separate tank or as a separate extension of the deep water tank, a shallow water recreational training tank at least 20 meters by 75 feet in size, with separate heating and filtration systems. The County acknowledges that construction of such a shallow water tank may prove difficult within the \$12 million budget constraint and, therefore, might necessitate design compromises before the County approves the "Basic Design".
2. There must be a minimum core of 1500 permanent seats.
3. Heat/VAC system must be adequate to prevent condensation on walls and ceiling at 55% relative humidity.
4. Adequate office and meeting room space must be provided.
5. There must be easy maintenance access to all utilities, mechanical and electrical equipment.
6. Pool deck and locker room floors must be of non-slip material.
7. Floors and walls of lavatories and showers must be tiled.
8. Natatorium must include acoustics that reduce noise.
9. Lockers must be coin-operated for general use with a key capability.
10. Must have interruptable gas boiler with oil tank back-up.
11. Pool entrance must have air-lock vestibule.
12. Filter Systems: (a) If a diatomaceous earth system is used, the filters and surge tanks must be located in a separate enclosure from other mechanical equipment. (b) If a high rate sand system is used, the surge tank must be covered, with an access hatch and vented to the outdoors. Surge tanks should be concrete with epoxy rebar and smooth finish.

EXHIBIT F

13. The design must provide for easy changing of natatorium lights.
14. Chlorinated water system piping and valve must be plastic including strainers. All other piping must be copper with non-lead solder.
15. All exterior roofs must be sloped for positive drainage. No built up roofs.
16. Building design must be flexible to allow for future expansion.
17. The design must meet Section 504 federal requirements for accessibility.