

**SECTION 00 01 01  
PROJECT TITLE PAGE  
PORT OF TACOMA  
TACOMA, WASHINGTON  
REPLACEMENT OF RAILWAY TRACK TURNOUTS  
AT SOUTH INTERMODAL YARD**

**PROJECT NO. 091515  
CONTRACT NO. 070128**

**PROJECT MANUAL**

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Director, Engineering**

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Project Manager**

**END OF PROJECT TITLE PAGE**

## **PROCUREMENT AND CONTRACTING REQUIREMENTS**

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**PART 1 - GENERAL**

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**THE PORT OF TACOMA IS CURRENTLY ACCEPTING SEALED BIDS FOR CONSTRUCTION OF  
THE FOLLOWING:**

**REPLACEMENT OF RAILWAY TRACK TURNOUTS AT SOUTH INTERMODAL YARD  
PROJECT NO. 091515 | CONTRACT NO. 070128**

- Scope of Work:** The work required for this project includes: Removal at each location of the existing 115RE #9 RBM Turnouts including rail, switches, frogs, plates, clips, anchors, spikes, bars rods, ties and other miscellaneous items associated with a complete turnout installation, including the ballast. Perform a complete replacement assembly at each location in order to provide a complete working turnout installation which conforms to all relevant Federal Railroad Administration requirements.
- Bid Estimate:** Estimated cost range is \$265,000 to \$315,000, plus Washington State Sales Tax (WSST).
- Sealed Bid Date/Time/ Location:** Bids will be received at the Front Reception Desk, Port Administration Office, One Sitcum Plaza, Tacoma, Washington until **2:00 P.M. on October 20, 2015**, at which time they will be publicly opened and read aloud.
- Pre-bid Conference:** A pre-bid conference has been set for October 14, 2015 at 2:00 P.M. The conference is being held at the Fabulich Center, located at 3600 Port of Tacoma Road, Conference Room 110C..
- Site Visit:** A site visit has been set for **October 8, 2015 at 2:00 P.M.** The site visit will convene at the Fabulich Center, located at 3600 Port of Tacoma Road.
- Bidding Security:** Each bid must be accompanied by a Certified Check or Bid Security Bond in an amount equal to five (5%) percent of the bid.
- Contact Information:** All questions are to be put into writing to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com). No oral answers will be binding by the Port.
- Bidding Documents:** Plans, Specifications, Addenda, and Plan Holders List for this project are available on-line through The Port of Tacoma's Website [www.portoftacoma.com](http://www.portoftacoma.com). Click on "Contracts"; "Procurement", and then the Procurement Number **(070128)**. Bidders must subscribe to the Holder's List on the right hand side of the screen in order to receive automatic email notification of future addenda and to be placed on the Holder's List.
- Contact Jana Prince at [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) with questions. Holder's Lists will be updated regularly. Additional Instructions available in 00 21 00 - Instructions to Bidders.

**END OF SECTION**

## **PART 1 - SUMMARY**

### **1.01 DEFINITIONS**

All definitions set forth in the Agreement, the General Conditions of the Contract for Construction and in other Contract Documents are applicable to the Bidding Documents.

- A. "Addenda" are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections. The contents of an Addendum are issued in no particular order and therefore should be carefully and completely reviewed.
- B. An "Additive Bid" (or "Additive") is an amount stated in the Bid to add specified features of the work.
- C. An "Alternate Bid" (or "Alternate") is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- D. "Award" means the formal decision by the Port of Tacoma ("Port") notifying a Responsible Bidder with the lowest responsive Bid of the Port's acceptance of the Bid and intent to enter into a Contract with the Bidder.
- E. The "Award Requirements" include the statutory requirements as a condition precedent to Award.
- F. The "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- G. A "Bid" is a complete and properly signed proposal to do the Work, submitted in accordance with the Bidding Documents, for the sums therein stipulated and supported by any data called for by the Bidding Documents.
- H. The "Bid Date" is the day and hour specified in the Bidding Documents, as may be changed through an Addendum, by which Bidders are required to submit Bids to the Port.
- I. The "Bid Form" is the form(s) included with the Bidding Documents, with Specification Section 00 41 00, through which a Bidder submits a Bid.
- J. A "Bidder" is a person or entity who submits a Bid.
- K. The "Bidding Documents" include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, any other sample bidding and contract forms, the Bid Bond, and the proposed Contract Documents, including any Addenda issued prior to the Bid Date.
- L. The "Contract Documents" proposed for the Work consist of the Agreement, the General Conditions of the Contract (as well as any Supplemental, Special or other Conditions included in the project manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.
- M. The "Schedule of Unit Prices" is a separate schedule on the Bid Form for Unit Pricing as an all-inclusive price per unit of measurement for materials, equipment or services as described in the Bidding Documents or in the proposed Contract Documents for the optional use of the Port. Quantities are not predictions of amounts anticipated. The Port may but is not obligated to accept a Schedule of Unit Price if it accepts the Base Bid. The Schedule of Unit Prices are not factored into the evaluation of determining the low bid amount and are not included as part of the bid award amount.

- N. A "Sub-Bidder" is a person or entity of any tier who submits a bid or proposal to or through the Bidder for materials, equipment or labor for a portion of the Work.

#### 1.02 BIDDER'S REPRESENTATIONS

By making its Bid, each Bidder represents that:

- A. **BIDDING DOCUMENTS.** The Bidder has read and understands the Bidding Documents, and its Bid is made in accordance with them.
- B. **PRE-BID MEETING.** The Bidder has attended pre-Bid meeting(s) required by the Bidding Documents. Attendance at a mandatory meeting or training session means that, in the sole opinion of the Port, a Project representative of a prospective Bidder has attended all or substantially all of such meeting or session.
- C. **BASIS.** Its Bid is based upon the materials, systems, services, and equipment required by the Bidding Documents, and is made without exception.
- D. **EXAMINATION.** The Bidder has carefully examined and understands the Bidding Documents, the Contract Documents (including, but not limited to, any liquidated damages and insurance provisions), and the Project site, including any existing buildings, it has familiarized itself with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the proposed Contract Documents and it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished, and all other requirements of the Contract Documents. The Bidder has also satisfied itself as to the conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power and utilities; availability and condition of roads; climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Bidder fully to acquaint itself with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the Work in accordance with, and for the Contract Sum and within the Contract Time provided for in, the Contract Documents.
- E. **PROJECT MANUAL.** The Bidder has checked its copies of the project manual (if any) with the table of contents bound therein to ensure the project manual is complete.
- F. **SEPARATE WORK.** The Bidder has examined and coordinated all Drawings, Contract Documents, and Specifications with any other contracts to be awarded separately from, but in connection with, the Work being Bid upon, so that the Bidder is fully informed as to conditions affecting the Work under the Contract being Bid upon.
- G. **LICENSE REQUIREMENTS.** Bidders and Sub-Bidders shall be registered and shall hold such licenses as may be required by the laws of Washington, including a certificate of registration in compliance with RCW 18.27, for the performance of the Work specified in the Contract Documents.
- H. **NO EXCEPTIONS.** Bids must be based upon the materials, systems and equipment described and required by the Bidding Documents, without exception.

### 1.03 BIDDING DOCUMENTS

#### A. COPIES

1. **Bidding Documents.** Bidders may obtain complete sets of the Bidding Documents from the Port's website at [www.portoftacoma.com](http://www.portoftacoma.com) 'Contracts' 'Procurement' and then find the project number and title.
2. **Holder's List.** Subscribe to the Holder's List for this procurement by clicking on the Holder's List icon:



**Then typing in the contact email address to receive updates and clicking 'Submit'. Following the Submit, a screen will come up to verify subscription. From there, select 'Subscriber Preferences' and then 'Questions' (the 3<sup>rd</sup> tab). Fill out all information in the questions section and the select 'Submit' and this will complete the registration to the Port's Holder's List for this procurement. For more instructions, see the [Port of Tacoma website](#).**

3. **Conditions.** The Port makes copies of the Bidding Documents available only for the purpose of obtaining Bids on the Work and does not confer a license or grant permission for any other use.
4. **Legible Documents.** To the extent any Drawings, Specifications, or other Bidding Documents are not legible, it is the Bidder's responsibility to obtain legible documents.
5. **Complete Sets:** Bidders shall use complete sets of Bidding Documents in preparing Bids and are solely responsible for obtaining updated information. The Port does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete and/or superseded sets of Bidding Documents.

#### B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. **Format.** The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into Work performed by the various building trades, any Work by separate contractors, or any Work required for separate facilities in or phases of the Project.
2. **Duty to Notify.** Bidders shall promptly notify the Port in writing of any ambiguity, inconsistency, or error that they may discover upon examination of the Bidding Documents or of the site and local conditions.
3. **Products and Installation.** All Bidders shall thoroughly familiarize themselves with specified products and installation procedures and submit to the Port any objections (in writing) no later than seven (7) days prior to the Bid Date. The submittal of the Bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory for completion of the Contract.



4. Written Request. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written email request to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) at least **seven (7) days** prior to the Bid Date.
5. **Request to Modify Responsibility Criteria.** No later than **ten (10) days** prior to the Bid Date, a potential Bidder may request in writing that the Port modify the Responsibility Criteria. The Port will evaluate the information submitted by the potential Bidder and respond before the Bid Date. If the evaluation results in a change of the Criteria, the Port will issue an Addendum identifying the new Criteria.
6. Addenda. The Bidder shall not rely on oral information provided at any pre-Bid meetings or during site visits. Verbal statements made by representatives of the Port are for informational purposes only. Any interpretation, correction or change of the Bidding Documents will be made solely by written Addendum. Interpretations, corrections or changes of the Bidding Documents made in any manner other than by written Addendum, including but not limited to oral statements, will not be binding, and Bidders shall not rely upon such statements, interpretations, corrections or changes. The Port is not responsible for explanations or interpretations of the Bidding Documents other than in a written Addendum.
7. Site Visits. Any site visits are provided as a courtesy to potential Bidders to assist them in becoming familiar with the Project site conditions. However, only the Bidding Documents, including any issued Addenda, may be relied upon by Bidders.
8. Singular References. Reference in the singular to an article, device, or piece of equipment shall include as many of such articles, devices, or pieces as are indicated in the Contract Documents or as are required to complete the installation.
9. Utilities and Runs. The Bidder should assume that the exact locations of any underground or hidden utilities, underground fuel tanks, and plumbing and electrical runs may be somewhat different from any location indicated in the surveys or Contract Documents.

#### C. SUBSTITUTIONS

1. For substitutions during bidding, refer to Section 00 26 00 – Substitution Procedures During Bidding.

#### D. ADDENDA

1. **Distribution.** All Addenda will be written and will be posted to the Port's project website for this bid. [www.portoftacoma.com](http://www.portoftacoma.com), then under 'Contracts', 'Procurement' and the select the project number/title to go to the project page. **Only those who have signed up for the Holder's List will get the automatic emails when new project information is posted.**
2. Copies. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3. Verification and Acknowledgment of Receipt. Prior to submitting a Bid, each Bidder shall ascertain that it has received all Addenda issued. Each Bidder shall acknowledge its receipt and consideration of all Addenda in its Bid.

### 1.04 BIDDING PROCEDURE

#### A. FORM AND STYLE OF BIDS

1. Form. Bids (including required attachments) shall be submitted on forms identical to the Bid Form included with the Bidding Documents. No oral, email, or telephonic responses or modifications will be considered.

2. Entries on the Bid Form. All blanks on the Bid Form shall be filled in by typewriter, printer, or manually in ink.
  3. Figures. All sums shall be expressed in figures, not words. Portions of the Bid Form may require the addition or multiplication of components bids to a total or the identification of component amounts within a total. In case of discrepancy between unit prices listed and their sum(s), the unit prices listed shall govern (rather than the sum).
  4. Initial Changes. Any interlineation, alteration or erasure shall be initialed by an authorized representative of the Bidder.
  5. Bid Breakdown. The Bid Form may contain, for the Port's accounting purposes only, a breakdown of some or all of the components included in the Base Bid.
    - a. For lump sum bids the total Contract Sum shall be submitted.
    - b. For unit price bids a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the total Contract Sum.
  6. Alternates. All Alternates should be Bid. The Port reserves the right, but is not obligated, to reject any Bid on which all requested Alternates are not Bid. If no change in the Base Bid is required for an Alternate, enter "Zero" or "0." If there is no entry, the Bidder will be presumed to have made no offer to perform the Alternate. If it is not otherwise clear from the Bid or the nature of the Alternate, it will be presumed that the amount listed for an Alternate is additive rather than deductive.
  7. Schedule of Unit Prices. All Unit Prices under this schedule shall be bid. The Port reserves the right, but is not obligated to, reject any Bid on which all requested Schedule of Unit Prices are not bid.
  8. No Conditions. The Bidder shall make no conditions or stipulations on the Bid Form nor qualify its Bid in any manner.
  9. Identity of Bidder. The Bidder shall include in the specified location on the Bid Form the legal name of the Bidder and, if requested, a description of the Bidder as a sole proprietor, a partnership, a joint venture, a corporation, or another described form of legal entity. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. The Port verifies signature authority on the Labor and Industries website <https://fortress.wa.gov/lni/bbip/Search.aspx> under the contractor registration business owner information. If the business owner information is not current the bidder shall show proof of authority to sign at the request of the Port. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder
  10. Bid Amounts Do Not Include Sales Tax. The Work to be performed constitutes a "retail sale" as this term is defined in RCW 82.04.050. Thus, the Base Bid amount shall include in the sum stated all taxes imposed by law, EXCEPT WASHINGTON STATE AND LOCAL SALES TAX. The engaged Contractor will pay retail sales tax on all consumables used during the performance of the Work and on all items that are not incorporated into the final Work; this tax shall be included in the Base Bid price and in any other prices set forth on the Bid Form. The Port will pay state and local retail sales tax on each progress payment and final payment to the engaged Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government.
- B. POTENTIAL LISTING OF SUB-BIDDERS (SUBCONTRACTORS)**
1. Not required for this bid.

### C. BID SECURITY

1. Purpose and Procedure. Each Bid shall be accompanied by Bid security payable to the Port in the form required by the Bidding Documents and equal to five percent (5%) of the Base Bid only (i.e., not including any Alternates or Unit Prices). The Bid security constitutes a pledge by the Bidder to the Port that the Bidder will enter into the Contract with the Port in the form provided, in a timely manner, and on the terms stated in its Bid, and will furnish in a timely manner the payment and performance bonds, certificates of insurance, and all other documents required in the Contract Documents. Should the Bidder fail or refuse to enter into the Contract or fail to furnish such documents, the amount of the Bid security shall be forfeited to the Port as liquidated damages, not as a penalty. By submitting a Bid, each Bidder represents and agrees that the Bid security, if forfeited, is a reasonable prediction on the Bid Date of future damages to the Port.
2. Form. The Bid security shall be in the form of a certified or bank cashier's check payable to the Port or a Bid bond executed by a bonding company reasonably acceptable to the Port licensed in the State of Washington, registered with the Washington State Insurance Commissioner, possess and A.M. Best rating of "A minus, Fiscal Size Category (FSC) (6) or better and be authorized by the U.S. Department of the Treasury. The Bid security shall be signed by the person or persons legally authorized to bind the Bidder. Bid bonds shall be submitted using the form included with the Bidding Documents.
3. Retaining Bid Security. The Port will have the right to retain the Bid security of Bidders to whom an Award is being considered until the earliest of either (a) mutual execution of the Contract, and the Port's receipt of payment and performance bonds, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) when all Bids have been rejected.
4. Return of Bid Security. Within sixty (60) days after the Bid Date, the Port will release or return Bid securities to Bidders who's Bids are not to be further considered in Awarding the Contract. Bid securities of the three apparent low Bidders will be held until the Contract has been finally executed, after which all unforfeited Bid securities will be returned. Bid security may be returned in the form provided or by separate payment.

### D. SUBMISSION OF BIDS

1. Procedure. The Bid, the Bid security, and other documents required to be submitted with the Bid shall be enclosed in a sealed envelope identified with the Project name and number and the Bidder's name and address. If the Bid is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face of the mailing envelope.
  - a. If a Bid is mailed, it shall be addressed to the Port of Tacoma, Contracts Department, One Sitcum Plaza, Tacoma, WA 98421.
  - b. If a Bid is delivered, it shall be delivered to the Front Reception Desk, Port of Tacoma, One Sitcum Plaza, Tacoma, WA 98421.
  - c. The time stamp clock at the Front Reception Desk at One Sitcum Plaza is the Port's official clock.
2. Deposit. Bids shall be deposited at the designated location prior to the Bid Date indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the Bid Date and time specified shall be returned without consideration at the discretion of the Port or rejected at the time of receipt.
3. Delivery. The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids.

4. Form. Oral, facsimile, telephonic, electronic, or email Bids are invalid and will not be considered.

E. MODIFICATION OR WITHDRAWAL OF BID

1. After the Bid Date. A Bid may not be modified, withdrawn or canceled by the Bidder during a sixty (60) day period following the Bid Date, and each Bidder so agrees by virtue of submitting its Bid.
2. Before the Bid Date. Prior to the Bid Date, any Bid submitted may be modified or withdrawn only by notice to the party receiving Bids at the place designated for receipt of Bids. The notice shall be in writing with the signature of the Bidder and shall be worded so as not to reveal the amount of the original Bid. Email notice will not be accepted. It shall be the Bidder's sole responsibility to verify that the notice has been received by the Port in time to be withdrawn before the Bid opening.
3. Resubmittal. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
4. Bid Security with Resubmission. Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

F. COMMUNICATIONS

1. Communications from a Bidder related to these Instructions to Bidders must be in writing to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com). Communications, including but not limited to notices and requests, by Sub-Bidders shall be made through the Bidder and not directly by a Sub-Bidder to the Port.

1.05 CONSIDERATION OF BIDS

- A. OPENING OF BIDS: Unless stated otherwise in the Advertisement or Invitation to Bid or an Addendum, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and any Alternate Bids will promptly (and generally within 24 hours) be made available to Bidders and other interested parties.
- B. REJECTION OF BIDS: The Port shall have the right but not the obligation to reject any or all Bids for any reason or for no reason, to reject a Bid not accompanied by the required Bid security, or to reject a Bid which is in any way incomplete or irregular.
- C. BIDDING MISTAKES: The Port will not be obligated to consider notice of claimed Bid mistakes received more than 24 hours after the Bid Date. In accordance with Washington law, a low Bidder that claims error and fails to enter into the Contract is prohibited from Bidding on the Project if a subsequent call for Bids is made for the Project.
- D. ACCEPTANCE OF BID (AWARD)
  1. Intent to Accept. The Port intends (but is not bound) to Award a Contract to the Responsible Bidder with the lowest responsive Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Port has the right to waive any informality or irregularity in any Bid(s) received and to accept the Bid which, in its judgment, is in its own best interests.
  2. Requirements for Award. Before the Award, the lowest responsive Bidder must be deemed Responsible by the Port and must satisfy all Award Requirements.

## E. BID PROTEST PROCEDURES

1. Procedure. A Bidder protesting for any reason the Bidding Documents, a Bidding procedure, the Port's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility, the Award of the Contract or any other aspect arising from or relating in any way to the Bidding shall cause a written protest to be filed with the Port within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com).
2. Consideration. Upon receipt of the written protest, the Port will consider the protest. The Port may, within three (3) business days of the Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Port, the Contracts Director of the Port or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the Port's receipt of the protest. (If more than one (1) protest is filed, the Port's decision will be provided within six (6) business days of the Port's receipt of the last protest.) If no reply is received from the Port during the six (6) business-day period, the protest will be deemed rejected.
3. Waiver. Failure to comply with these protest procedures will render a protest waived.
4. Condition Precedent. Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

### 1.06 POST BID INFORMATION

#### A. THE LOWEST RESPONSIVE BIDDER SHALL:

1. Responsibility Detail Form. Within 24 hours of the Low Responsive Bidder Selection Notification, the apparent low Bidder shall submit to the Port the Responsibility Detail Form and Project Example Sheets (Section 00 45 13) executed by an authorized company officer. As requested from the Port, the low, responsive Bidder shall provide written confirmation that the person signing the Bid on behalf of the Bidder was duly authorized at the time of bid, a detailed breakdown of the Bid in a form acceptable to the Port, and other information required by the Port.
2. Within ten (10) days after the Port's Notice of Award of the Contract, the apparent low Bidder shall also submit to the Port, if requested:
  - a. additional information regarding the use of the Bidder's own forces and the use of subcontractors and suppliers;
  - b. the names of the persons or entities (including a designation of the Work to be performed with the Bidder's own forces, and the names of those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work (i.e., either a listed Sub-Bidder or a Sub-Bidder performing Work valued at least ten percent (10%) of the Base Bid), consistent with the listing required with the Bid; and

- c. the proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work.
3. Failure to provide any of the above information in a timely manner will constitute an event of breach permitting forfeiture of the Bid security.
4. Bidder Responsibility. The Bidder will be required to establish to the satisfaction of the Port the reliability and Responsibility of itself and the persons or entities proposed to furnish and perform the Work described in the Bidding Documents. If requested, the Bidder shall meet with the Port to discuss the Bid, including any pricing, the Bid components, and any assumptions made by the Bidder.
5. Sub-Bidder Responsibility. The Responsibility of the Bidder may be judged in part by the Responsibility of Sub-Bidders. Bidders must verify the Responsibility Criteria for each first-tier Sub-Bidder. A Sub-Bidder of any tier that hires other Sub-Bidders must verify Responsibility Criteria for each of its lower-tier Sub-Bidders. The verification shall include a representation that each Sub-Bidders, at the time of subcontract execution, is Responsible and possesses required licenses.
6. Objection. Prior to an Award of the Contract, the Port will notify the Bidder in writing if the Port, after due investigation, has reasonable objection to the Bidder or a person or entity proposed by the Bidder. Upon receiving such objection, the Bidder may, at Bidder's option, (1) withdraw their Bid, (2) submit an acceptable substitute person or entity with no change in the Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there is a cost to the Bidder occasioned by such substitution, or (3) file a protest in accordance with the Bidding Documents.
7. Change. Persons and entities proposed by the Bidder to whom the Port has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Port.
8. Right to Terminate. The Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. If a Bidder makes a material misrepresentation on a Qualification Statement, the Port has the right to terminate the Contract for cause and may then pursue any remedies that exist under the Contract or that are otherwise available.

- B. INFORMATION FROM OTHER BIDDERS: All other Bidders designated by the Port as under consideration for Award of a Contract shall also provide a properly executed Qualification Statement, if so requested by the Port.

#### 1.07 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND, AND INSURANCE

- A. BOND REQUIREMENTS: Within ten (10) days after the Port's Notice of Award of the Contract, the successful Bidder shall obtain and furnish statutory bonds pursuant to RCW 39.08 covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the form and amount prescribed in the Contract Documents. The cost of such bonds shall be included in the Base Bid.
- B. TIME OF DELIVERY AND FORM OF BONDS: The successful Bidder shall deliver an original copy of the required bonds to the Port, 1 Sitcum Plaza, Tacoma, WA 98421, within the time specified in the Contract Documents.
- C. INSURANCE: a certificate of insurance from the Bidder's insurance company that meets or exceeds all requirements of the Contract Documents;

- D. **GOVERNMENTAL REQUIREMENTS:** Notwithstanding anything in the Bidding or Contract Documents to the contrary, the Bidder shall provide all bonding, insurance and permit documentation as required by governmental authorities having jurisdiction for any portions of the Project.

**1.08 FORM OF AGREEMENT**

- A. **FORM TO BE USED:** The Contract for the Work will be written on the form(s) contained in the Bidding Documents, including any General, Supplemental or Special Conditions, and the other Contract Documents included with the project manual.
- B. **CONFLICTS:** In case of conflict between the provisions of these Instructions and any other Bidding Document, these Instructions shall govern. In case of conflict between the provisions of the Bidding Documents and the Contract Documents, the Contract Documents shall govern.
- C. **CONTRACT DELIVERY.** Within ten (10) days after Notice of Award, the Bidder shall submit a signed Contract to the Port in the form tendered to the Bidder and without modification.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding.

### 1.02 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions during bidding.

### 1.03 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- B. The bidding documents include performance specifications for products and equipment which meet project requirements. In those cases where a representative item or manufacturer is named in the specification, it is provided for the sole purpose of identifying a product meeting the required functional performance, and where the words "or equal" are used, a substitution request as further described, is not required.
- C. Where non-competitive or sole source products or manufacturers are explicitly specified with the words "or approved equal", or "Engineer approved equal", or "as approved by the Engineer" are used, they shall be taken to mean "or approved equal". In these cases a substitution request as further described in this section, is required.

### 1.04 SUBMITTALS

- A. Pre-Bid Substitution Requests: Submit one PDF of the substitution request form along with all supporting documentation for consideration of each request. Identify product or fabrication or installation method to be replaced. Include Drawing numbers and titles. Substitution requests prior to bid date may originate directly from a prime bidder, or from a prospective supplier or subcontractor.
  - 1. Substitution Request Form: Use copy of form located in Section 00 43 25.
  - 2. Documentation: Show compliance with requirements for substitutions with the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.
    - c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - d. Samples, where applicable or requested.
    - e. Certificates and qualification data, where applicable or requested.
    - f. Research reports evidencing compliance with building code in effect for project
  - 3. Engineer's Action: Engineer will review substitution requests if received electronically to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) at least 7 days prior to the bid opening date set forth in these documents. Substitution requests received after this time will not be reviewed.



- a. Forms of Acceptance: Substitution requests will be formally accepted via written addendum prior to the bid opening date. Bidders shall not rely upon approvals made in any other manner.
  - b. Use product originally specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.
  - c. The Port's decision of approval or disapproval of a proposed substitution shall be final.
- B. Substitutions will not be considered when:
1. Indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with this Section.
  2. Acceptance will require substantial revision of Contract Documents or other items of the Work.
  3. Submittal for substitution request does not include point-by-point comparison of proposed substitution with specified product.

#### 1.05 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials.

#### **PART 2 - PRODUCTS - NOT USED**

#### **PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

**PART 1 - GENERAL**

1.01 SUMMARY

- A. This Section provides the notification required for disclosure of asbestos, lead-containing or other hazardous materials.

1.02 HAZARDOUS MATERIALS NOTICE

- A. The Port is reasonably certain that asbestos and lead will not be disturbed by the project. If the Contractor encounters material suspected of containing lead or asbestos which will interfere with the execution of the work, the Contractor shall stop work and notify the Engineer.
- B. The Contractor is to assume site includes creosote coated wood ties and ballast and soils which have been exposed to hydrocarbons common to locomotives and rolling stock.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

**BIDDER'S NAME:** \_\_\_\_\_

**PROJECT TITLE: REPLACEMENT OF RAILWAY TRACK TURNOUTS AT SOUTH INTERMODAL YARD**

The undersigned Bidder declares that it has read the specifications, understands the conditions, has examined the site, and has determined for itself all situations affecting the work herein bid upon. Bidder proposes and agrees, if this bid is accepted, to provide at Bidder's own expense, all labor, machinery, tools, materials, etc., including all work incidental to, or described or implied as incidental to such items, according to the bidding documents, and that the Bidder will complete the work within the time stated, and that Bidder will accept in full payment therefore the lump sums and unit prices set forth below.

Proposed Bid Price. (Note: Show prices in figures only.) Complete Installation:

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization	1	LS		
2	Remove and Replace Turnout 1	1	LS		
3	Remove and Replace Turnout 2	1	LS		
4	Remove and Replace Turnout 3	1	LS		
5	Remove and Replace Turnout 5	550	TON		
6	Remove and Replace Turnout 6	150	TON		
<b>BASE BID SUBTOTAL</b>					

**Evaluation of Bids.** In accordance with the provisions of these Contract Documents, Bids will be evaluated to determine the lowest Base Bid Subtotal offered by a responsible Bidder submitting a responsive bid.

**Addenda.** Bidder acknowledges review of all Addenda through No. \_\_\_\_\_

**Bid Security.** A certified check, cashier's check, or other obligation of a bank, or a bid security bond in substantially the form set forth in Section 00 43 13, Bid Security Form for at least 5% of the total bid without sales tax, accompanies this bid.

**Noncollusion.** The undersigned declares under penalty of perjury that the bid submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person or firm not therein named; and further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder or bidder.

---

Name of Firm

---

Date

---

Signature

---

Print Name, Title

---

Mailing Address

---

City, State, Zip Code

---

Telephone Number

---

Email Address

---

WA State Contractor's License No.

---

Date of Issue                      Expiration Date

---

Unified Business Identifier (UBI) No.

---

Employment Security Department No.

---

Identification of Contractor as a sole proprietor, a partnership, a joint venture, a corporation or another described form of legal entity

**END OF SECTION**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the PORT OF TACOMA as Obligee, in the penal sum of \_\_\_\_\_ Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigned, jointly and severally, by these present.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for \_\_\_\_\_, according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or, if the principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BY \_\_\_\_\_  
Principal

BY \_\_\_\_\_  
Surety

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Agent and Address

Note: Bidder may submit Surety's bid bond form, provided it is similar in substance, made out in the name of the Port of Tacoma, and that the agent's name and address appear as specified. Bonds containing riders limiting responsibility for toxic waste or limiting the term of responsibility will be rejected.

**END OF SECTION**

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
SECTION 00 43 25 – SUBSTITUTION REQUEST FORM – DURING BIDDING

---

<b>Project Title</b> _____	<b>Project No.</b> _____
Submitted By: _____	Contract No. _____
Prime/Sub/Supplier: _____	Date: _____

---

Specification Title: _____	Section No. _____
Description: _____	Paragraph: _____
_____	Page No. _____

---

Proposed Substitution: \_\_\_\_\_

Trade Name: _____	Model No.: _____
Manufacturer: _____	
Address: _____	Phone No.: _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

- The Undersigned certifies:
- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
  - Same warranty will be furnished for proposed substitution as for specified product.
  - Same maintenance service and source of replacement parts, as applicable, is available.
  - Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
  - Proposed substitution does not affect dimensions and functional clearances.
  - Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

---

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

Signed By: _____	Firm: _____
Address: _____	
_____	
Telephone: _____	Email: _____

---

Supporting Data Attached:

Drawings    Product Data    Samples    Tests    Reports    Other \_\_\_\_\_

---

- ENGINEER'S REVIEW AND ACTION**
- Substitution approved
  - Substitution approved as noted
  - Substitution rejected - Use specified materials.
  - Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

The low responsive Bidder shall be required to complete this Responsibility Detail Form as specified in Section 00 21 00 – Instructions to Bidders. **This completed Responsibility Detail Form shall be submitted electronically (pdf) via email to the Contact(s) identified in the Low Responsive Bidder Selection Notification. THIS IS NOT TO BE SUBMITTED WITH A BID.**

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

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

**1.0 MANDATORY BIDDER RESPONSIBILITY CRITERIA**

A. The Bidder shall meet the following mandatory responsibility criteria as described in RCW 39.04.350(1). The Bidder shall be rejected as not responsible if any answer to questions 1 through 5 is "No" or any answer to questions 6 through 8 is "Yes".

1. Does the Bidder have a Certificate of Registration in compliance with RCW 18.27?  
 Yes     No
2. Does the Bidder have a current Washington State Unified Business Identifier number?  
 Yes     No
3. Does the Bidder have Industrial Insurance Coverage for the Bidder's employees working in Washington State as required in RCW 51?  
 Yes     No
4. Does the Bidder have an Employment Security Department number as required in RCW 50?  
 Yes     No
5. Does the Bidder have a Washington State Excise Tax Registration number as required in RCW 82?  
 Yes     No
6. Has the Bidder been disqualified from bidding on any public works project under RCW 39.06.010 or 39.12.065(3)?  
 Yes     No
7. Has the Bidder violated RCW 39.04.370 more than one time as determined by the Washington State Department of Labor and Industries?  
 Yes     No
8. Has the Bidder ever been found to be out of compliance with Apprenticeship Utilization requirements of RCW 39.04.320?  
 Yes     No

If any answer to questions 1 through 5 is "No" or any answer to questions 6 through 8 is "Yes" - **STOP HERE** and contact the Contract Administrator. The Bidder is not responsible for this Work. Otherwise proceed to 1.1. **Provide attached to this completed form documentation to confirm responsibility criteria.**

For remaining criteria below, check or fill-out the appropriate box. Based upon the answer provided by the Bidder, the Port may request additional information or seek further explanation. As needed, provide backup documentation for any explanations listed below.

**1.1 CONTRACT AND REGULATORY HISTORY**

A. The Port will evaluate whether the Bidder's contract and regulatory history demonstrates an acceptable record of past project performance and consistent responsibility. The Bidder shall answer the following questions. The Bidder may be rejected as not responsible if any answer to questions 1 through 5 below is "Yes".

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

Yes    No    **If YES, explain below.**

\_\_\_\_\_

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

Yes    No    **If YES, explain below.**

\_\_\_\_\_

3. Have the Bidder and major Sub-Bidders been in bankruptcy, reorganization and/or receivership on any public works project, in the last 5 years?

Yes    No    **If YES, explain below.**

\_\_\_\_\_

4. Have the Bidder and major Sub-Bidders been disqualified by any state or local agency from being awarded and/or participating on any public works project, in the last 5 years?

Yes    No    **If YES, explain below.**

\_\_\_\_\_

5. Are the Bidder and major Sub-Bidders currently a party to a formal dispute resolution process with the Port—i.e., a pending mediation, arbitration or litigation.

Yes    No    **If YES, explain below.**

\_\_\_\_\_



**1.2 ACCIDENT/INJURY EXPERIENCE**

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

Year	Effective Year	Experience Factor
1		
2		
3		
4		
5		

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

\_\_\_\_\_

**1.3 WORK PERFORMED BY BIDDER**

- A. The Bidder shall state the amount of the Contract Work, as an equivalent to the Total Bid Price, excluding taxes, insurance and bonding, the Bidder will execute with its own forces.

\_\_\_\_\_ %

**1.4 PROJECT EXAMPLE SHEETS**

- A. As part of completing this Responsibility Detail Form, **submit the following information with the completed Responsibility Detail Form:**
  - 1. Bidder's recent job resume.
  - 2. Resumes of bidder's proposed project manager and job superintendent.
- B. The Bidder's failure to provide the required project information may result in a determination of the Bidder being declared non-responsible by the Port.
- C. The Bidder shall submit it's completed Project Example Sheets with this **SIGNED** Responsibility Detail Form electronically (PDF) via email to the Contact(s) noted on the Low Responsive Bidder Selection Notification.

**PROJECT:** \_\_\_\_\_

**PROJECT NO.** \_\_\_\_\_

**CONTRACT NO.** \_\_\_\_\_

**Responsibility Certification Form**

The Low responsive Bidder shall complete the Responsibility Detail Form, attach all Project Example Sheets and submit to the Port within 24 hours following receipt of the Low, Responsive Bidder Selection Notification. All forms shall be submitted electronically (PDF) via email to the contact(s) listed on the Selection Notice. Note, the same project may be used to demonstrate experience across multiple categories if applicable.

By completing and signing this Responsibility Detail Form, the Bidder is certifying that the information contained within the form, the Project Example Sheets and any additional information requested by the Port is true and complete. The Bidder's failure to disclose the required information or the submittal of false or misleading information may result in the rejection of the Bidder's bid, revocation of award or contract termination.

The information provided herein is true and complete.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

**AGREEMENT BETWEEN**  
**PORT AND CONTRACTOR**

THIS **AGREEMENT** is made and entered into by and between the **PORT OF TACOMA**, a State of Washington municipal corporation, hereinafter designated as the "**Port**," and:

The "**Contractor**": \_\_\_\_\_ (**Legal Name**)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (Address 2)  
\_\_\_\_\_ (Phone No.)

The "**Project**" is: **Replacement of Railway Track Turnouts at South Intermodal Yard** (**Title**)  
\_\_\_\_\_ (Project & Contract No)  
091515 | 070128  
\_\_\_\_\_ (Project Address)  
1123 & 1939 Milwaukee Way  
\_\_\_\_\_ (Project Address 2)  
Tacoma, WA 98422

The "**Engineer**" is: **Thais Howard, P.E.** (**Engineer**)  
\_\_\_\_\_ (Title)  
Director of Engineering  
\_\_\_\_\_ (Email)  
\_\_\_\_\_ (Phone No.)

The "**Contractor's representative**" is: \_\_\_\_\_ (**Representative**)  
\_\_\_\_\_ (Title)  
\_\_\_\_\_ (Email)  
\_\_\_\_\_ (Phone No.)

**BACKGROUND AND REPRESENTATIONS:**

The Port has caused Drawings, Specifications, and other Contract Documents to be prepared for the performance of Work on the Project.

The Port publicly solicited bids on the Contract Documents. The Contractor submitted a bid to the Port on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to perform the Work.

The Contractor represents that it has the personnel, experience, qualifications, capabilities, and means to accomplish the Work in strict accordance with the Contract Documents, within the Contract Time and for the Contract Price, and that it and its Subcontractors satisfy the responsibility criteria set forth in the Contract Documents, including any supplemental responsibility criteria.

The Contractor further represents that it has carefully examined and is fully familiar with all provisions of the Contract Documents, including any Addenda, that it has fully satisfied itself as to the nature, location, difficulty, character, quality, and quantity of the Work required by the Contract Documents and the conditions and other matters that may be encountered at or near the Project site(s), or that may affect performance of the Work or the cost or difficulty thereof including all applicable safety and site responsibilities, and that it understands and can satisfy all scheduling and coordination requirements and interim milestones.

**AGREEMENT:**

The Port and the Contractor agree as follows:

**1.0 CONTRACTOR TO FULLY PERFORM THE WORK**

The Contractor shall fully execute and complete the entire Work described in the Contract Documents, except to the extent specifically indicated in the Agreement, the General Conditions of the Contract (as well as any Supplemental, Special or other Conditions included in the project manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.

**2.0 DATE OF COMMENCEMENT**

The date of commencement of the Work, which is the date from which the Contract Time is measured, shall be fixed as the date this agreement is executed.

**3.0 CONTRACT TIME AND LIQUIDATED DAMAGES**

The Contractor shall achieve all interim milestones as set forth in the Contract Documents and Substantial Completion of the entire Work not later than **60 calendar days** from contract execution, subject to adjustments of this Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the Work within **30 calendar days** of the date on which Substantial Completion is achieved.

Provisions for liquidated damages as a reasonable estimate of future loss, as of the date of this Agreement, are included in the Contract Documents. The parties agree that the stated liquidated damages are not penalties individually or cumulatively.

The liquidated damages for failure to achieve Substantial Completion by the prescribed date shall be **\$250 per calendar day**. After the prescribed Final Completion date, the liquidated damages for failure to achieve Final Completion shall be **\$25 per calendar day**.

Liquidated damages assessed by the Port will be deducted from monies due to the Contractor, or from monies that will become due to the Contractor. The liquidated damages, as specified and calculated herein, shall be levied for each and every calendar day that Substantial Completion and/or Final Completion of the work is delayed beyond the prescribed completion dates, or the completion dates modified by the Port for extensions of the contract time.

**4.0 CONTRACT PRICE**

In accordance with the Contractor's bid dated [                    ], the Port shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Price of \_\_\_\_\_ dollars (\$                    ), subject to additions and deductions as provided in the Contract Documents. State and local sales tax is not included in the Contract Price but will be due and paid by the Port with each progress payment.

**5.0 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in the Contract Documents.

This Agreement is entered into as of the execution date written below:

**CONTRACTOR**

**PORT OF TACOMA**

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

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

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

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

Date \_\_\_\_\_

Execution  
Date \_\_\_\_\_

**END OF SECTION**

**PERFORMANCE BOND # \_\_\_\_\_**

**CONTRACTOR (NAME AND ADDRESS)**

**SURETY (NAME AND PRINCIPLE PLACE OF BUSINESS)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER (NAME AND ADDRESS)**

**AGENT OR BROKER (FOR INFORMATION ONLY)**

**PORT OF TACOMA**  
\_\_\_\_\_  
**P.O. BOX 1837**  
\_\_\_\_\_  
**TACOMA, WA 98401-1837**  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto the Port of Tacoma as Obligee, hereinafter called the Port, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS:**

Contractor has executed an agreement with the Port dated \_\_\_\_\_ for \_\_\_\_\_ a copy of which Contract is by reference made a part hereof (the term "Contract" as used herein to include the aforesaid agreement together with all the Contract Documents, addenda, modifications, all alterations, additions thereto, deletions therefrom and any other document or provision incorporated into the Contract) and is hereinafter referred to as the Contract.

This bond is executed and issued pursuant to the provisions of Chapter 39.08 Revised Code of Washington.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**FURTHER:**

- A. Surety hereby waives notice of any alterations, change orders, modifications or extensions of time made by the Port.
- B. Surety recognizes that the Contract includes provisions for additions, deletions and modifications to the work or Contract Time and the amounts payable to the Contractor. Subject to the limitations contained in (A) above, Surety agrees that no such addition, deletion, or modification, or any combination thereof, shall avoid or impair Surety's obligation hereunder.
- C. Whenever Contractor has been declared by the Port to be in default, and the Port has given Surety notice of the Port's determination of such default, Surety shall promptly (in no event more than fifteen (15) days following receipt of such notice) advise the Port of its intended action to:
  - 1. Remedy the default within fifteen (15) days following its advice to the Port as set forth above, or

2. Assume within fifteen (15) days, following its advice to the Port as set forth above, completion of the Contract in accordance with the Contract Documents and become entitled to payment of the balance of the Contract Sum, or
  3. Pay the Port upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by the Port as a result of the Contractor's default, including but not limited to, those reasonable costs and expenses incurred by the Port in its efforts to mitigate its losses, which may include but are not limited to, attorney's fees and efforts to complete the Work prior to the Surety exercising the options available to it as set forth herein.
- D. If the Port shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment, shall pay all costs and attorney's fees incurred by the Port in enforcement of its rights hereunder. Venue for any action arising out of or in connection with this bond shall be in Pierce County, Washington.
- E. No right or action shall accrue on this bond to or for the use of any person or corporation other than the Port of Tacoma.

Signed and Sealed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**IMPORTANT:** Surety companies executing bonds must have an A.M. Best Rating of A- FSC of (6) or higher, have an underwriting limitation of not less than the Contract Sum, and be authorized to transact business in the State of Washington.

**SURETY**

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Power of Attorney attached.

**END OF SECTION**

**LABOR AND MATERIAL PAYMENT BOND # \_\_\_\_\_**

**CONTRACTOR (NAME AND ADDRESS)**

**SURETY (NAME AND PRINCIPLE PLACE OF BUSINESS)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER (NAME AND ADDRESS)**

**AGENT OR BROKER (FOR INFORMATION ONLY)**

**PORT OF TACOMA**  
**P.O. BOX 1837**  
**TACOMA, WA 98401-1837**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto the Port of Tacoma as Obligee, hereinafter called the Port, and all others entitled to recovery hereunder, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally firmly by these presents.

**WHEREAS:**

Contractor shall executed an agreement with the Port dated \_\_\_\_\_ for \_\_\_\_\_ a copy of which Contract is be reference made a part hereof (the term "Contract" as used herein to include the aforesaid agreement together with all the Contract Documents, addenda, modifications, alterations, additions thereto, deletions therefrom and any other documents or provisions incorporated into the Contract) and is hereinafter referred to as the Contract.

This bond is executed pursuant to the provisions of Chapter 39.08 Revised Code of Washington.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if Contractor shall promptly make payment to all claimants, as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract and shall indemnify and save the Port harmless from all cost and damage by reason of Contractor's default, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

- A. The Surety hereby waives notice of any alterations, change orders, modifications or extensions of time made by the Port.
- B. Surety recognizes that the Contract includes provisions for additions, deletions and modifications to the Work or Contract Time and the amounts payable to the Contractor. Surety agrees that no such addition, deletion, or modification, or any combination thereof, shall avoid or impair Surety's obligation hereunder.



- C. Surety hereby agrees that every person protected under the provisions of RCW 39.08.010 who has not been paid as provided under the Contract and pursuant to RCW 39.08.010, less any amounts withheld pursuant to statute, and less retainage withheld pursuant to RCW 60.28, after the expiration of a period of thirty (30) days after the date on which the completion of the Contract in accordance with RCW 39.08, may sue on this bond, prosecute the suit to final judgment as may be due claimant, and have execution thereon including recovery of reasonable costs and attorney's fees as provided by RCW 39.08. The Port shall not be liable for the payment of any costs or expenses of any such suit.
- D. No suit or action shall be commenced hereunder by any claimant unless claimant shall have given the written notices to the Port, and where required, the Contractor, in accordance with RCW 39.08.030.
- E. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of claims which may be properly filed in accordance with RCW 39.08 whether or not suit is commenced under and against this bond.
- F. If any Claimant shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment and attorney fees as provided by RCW 39.08.030, shall also pay such costs and attorney fees as may be incurred by the Port as a result of such suit. Venue for any action arising out of or in connection with this bond shall be in Pierce County, Washington.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**IMPORTANT:** Surety companies executing bonds must have an A.M. Best Rating of A- FSC of (6) or higher, have an underwriting limitation of not less than the Contract Sum, and be authorized to transact business in the State of Washington.

**SURETY**

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Power of Attorney attached.

**END OF SECTION**

Bond No. \_\_\_\_\_

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

Project No.: \_\_\_\_\_

Contract No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_,  
a corporation existing under and by virtue of the laws of the State of Washington and authorized to do  
business in the State of Washington, as Principal, and  
\_\_\_\_\_, a corporation organized and existing under the  
laws of the State of \_\_\_\_\_ and authorized to transact the business of  
surety in the State of Washington, as Surety, are jointly and severally held and bound unto the PORT OF  
TACOMA, hereinafter called Port, as Obligee, and are similarly held and bound unto the beneficiaries of  
the trust fund created by RCW 60.28 as their heirs, executors, administrators, successors and assigns in  
the penal sum of \_\_\_\_\_  
(\_\_\_\_\_) plus 5% of any increases in the contract amount that have occurred or may occur,  
due to change orders, increases in the quantities or the addition of any new item of work.

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, the said Principal herein executed Contract No.  
\_\_\_\_\_ with the Port for \_\_\_\_\_.

WHEREAS, said contract and RCW 60.28 require the Port to with withhold from the Principal the sum of  
5% from monies earned by the Principal on estimates during the progress of the work, hereinafter  
referred to as earned retained funds.

WHEREAS, the Principal has requested that the Port accept a bond in lieu of earned retained funds as  
allowed under Chapter 60.28 RCW.

NOW THEREFORE, this obligation is such that the Surety , its successors, and assigns are held and  
bound unto the Port and unto all beneficiaries of the trust fund created by RCW 60.28.011(1) in the  
aforesaid sum. This bond, including any proceeds therefrom, is subject to all claims and liens and in the  
same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. The condition of  
this obligation is also that if the Principal shall satisfy all payment obligations to persons who may lawfully  
claim under the trust fund created pursuant to Chapter 60.28 RCW, to the Port, and indemnify and hold  
the Port harmless from any and all loss, costs, and damages that the Port may sustain by release of said  
retainage to Principal, then this obligation shall be null and void, provided the Surety is notified by the  
Port that the requirements of RCW 60.28.021 have been satisfied and the obligation is duly released by  
the Port.

IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal. The Surety will not be discharged or released from liability for any act, omission or defenses of any kind or nature that would not also discharge the Principal.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, the Port, the beneficiaries of the trust fund created by Chapter 60.28 Revised Code of Washington (RCW) and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

Address: \_\_\_\_\_  
City/ST/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

\_\_\_\_\_  
Surety Name \_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-In-Fact

Address: \_\_\_\_\_  
City/ST/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**IMPORTANT:** Surety companies executing bonds must have an A.M. Best Rating of A- FSC of (6) or higher, and be authorized to transact business in the State of Washington.

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
SECTION 00 63 25 – SUBSTITUTION REQUEST FORM DURING CONSTRUCTION

**Project Title** \_\_\_\_\_

**Project No.** \_\_\_\_\_

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

Contract No. \_\_\_\_\_

Contractor: \_\_\_\_\_

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

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

Section No. \_\_\_\_\_

Description: \_\_\_\_\_

Paragraph: \_\_\_\_\_

\_\_\_\_\_

Page No. \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Trade Name: \_\_\_\_\_

Model No.: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_

Installer: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_

History:

New product    1-4 years old    5-10 years old    More than 10 years old    Other \_\_\_\_\_

Differences between proposed substitution and specified product: \_\_\_\_\_

\_\_\_\_\_

Point-by-point comparative data attached - REQUIRED

Reason for not providing specified item: \_\_\_\_\_

Similar Installation:

Project: \_\_\_\_\_ A/E \_\_\_\_\_

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

Owner: \_\_\_\_\_ Date Installed: \_\_\_\_\_

Proposed substitution affects other parts of Work:    No    Yes; explain \_\_\_\_\_

Savings to Port for accepting substitution: \$ \_\_\_\_\_

Proposed substitution changes Contract Time:    No    Yes [Add] [Deduct] \_\_\_\_\_ # of days.

Supporting Data Attached:

Drawings    Product Data    Samples    Tests    Reports    Other \_\_\_\_\_

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
  - Same warranty will be furnished for proposed substitution as for specified product.
  - Same maintenance service and source of replacement parts, as applicable, is available.
  - Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
  - Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
  - Proposed substitution does not affect dimensions and functional clearances.
  - Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
  - Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.
- 

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

Signed By: \_\_\_\_\_ Firm: \_\_\_\_\_

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

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

Attachments: \_\_\_\_\_

---

**A/E's REVIEW AND RECOMMENDATION**

- Approve Substitution
- Approve Substitution as noted
- Reject Substitution - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

---

**ENGINEER'S REVIEW AND ACTION**

- Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures. Prepare Change Order.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures. Prepare Change Order.
- Substitution rejected - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF SECTION**

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**ARTICLE 1 THE CONTRACT DOCUMENTS**

**1.01 General**

- A. Contract Documents form the Contract. The Contract Documents are enumerated in the Agreement between the Port and Contractor ("Agreement"). Together, the Contract Documents form the Contract. The Contract represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only in writing and only as set forth in the Contract Documents.
- B. Headings only for convenience. The titles or headings of the sections, divisions, parts, articles, paragraphs, and subparagraphs of the Contract Documents are intended only for convenience.

**1.02 Definitions**

- A. "Contractor" means the person or entity contracting to perform the Work under these Contract Documents. The term Contractor includes the Contractor's authorized representative for purposes of identifying obligations and responsibilities under the Contract Documents, including the ability to receive notice and direction from the Port.
- B. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, including plans, elevations, sections, details, and diagrams.
- C. "Engineer" is the Port employee generally tasked with administering the Project on the Port's behalf and the person with overall responsibility for managing, for the Port, the Project scope, budget, and schedule. To the extent empowered, the Engineer may delegate to others at the Port (such as a Project Manager or Inspector) the responsibility for performing delegated responsibilities of the Engineer's under this Contract.
- D. "Port" means the Port of Tacoma. The Port will designate in writing a representative (usually the Engineer) who shall have the authority to act on the Port's behalf related to the Project. The "Port" does not include staff, maintenance or safety workers, or other Port employees or consultants that may contact the Contractor or be present at the Project site.
- E. "Project" is identified in the Agreement and is the total construction to be performed by or through the Port, of which the Work performed under the Contract Documents may be only a part.
- F. "Specifications" are those portions of the Contract Documents that specify the written requirements for materials, equipment, systems, standards and workmanship for the Work and for the performance of related services.
- G. "Subcontractor" means a person or entity that contracts directly with the Contractor to perform any Work under the Contract Documents. "Subcontractor of any tier" includes Subcontractors as well as any other person or entity, including suppliers, that contracts with a Subcontractor or a lower-tier Subcontractor (also referred to as "Sub-subcontractors") to perform any of the Work.
- H. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, tools, equipment, materials, services and incidentals necessary to complete all obligations under the Contract Documents. The Work may constitute only a part of the Project, and may interface and need to be coordinated with the work of others.

**1.03 Intent of the Contract Documents**

- A. Intent of Contract Documents. The intent of the Contract Documents is to describe the complete Work and to include all items necessary for the proper execution and completion of the Work by the Contractor.



- B. Contract Documents are complementary. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- C. No third party contract rights. The Contract Documents shall not create a contractual relationship of any kind (1) between the Port and a Subcontractor of any tier (although the Port does not waive any third-party beneficiary rights it may otherwise have as to Subcontractors of any tier), (2) between the Contractor and the Engineer or other Port employees or consultants, or (3) between any persons or entities other than the Port and Contractor.

#### **1.04 Correlation of the Contract Documents**

- A. Precedence. In the event of a conflict or discrepancy between or among the Contract Documents, the conflict or discrepancy will be resolved by the following order of precedence: with an addendum or Change Order having precedence over an earlier document, and computed dimensions having precedence over scaled dimensions and large scale drawings take precedence over small scale drawings:
  - 1. The signed Agreement
  - 2. Supplemental Conditions
  - 3. General Conditions
  - 4. Division 01 General Requirements of Specifications
  - 5. All other Specifications, including all remaining divisions, material and system schedules and attachments, and Drawings
  - 6. All other sections in Division 00 not specifically identified herein by Section.
- B. Inconsistency between or among Contract Documents. If there is any inconsistency between the Drawings, schedules, or Specifications, or any attachments, the Contractor will make an inquiry to the Engineer to determine how to proceed, and, unless otherwise directed, the Contractor will provide the better quality or greater quantity of any work or materials, as reasonably interpreted by the Port, at no change in the Contract Sum or Contract Time. Thus, if Work is shown on Drawings but not contained in Specifications or schedules, or contained in Specifications or schedules but not shown on the Drawings, the Work as shown or contained will be provided at no change in the Contract Sum or Contract Time, according to Specifications or Drawings to be issued by the Port.
- C. Inconsistency with law. In the event of a conflict between the Contract Documents and applicable laws, codes, ordinances, regulations or orders of governmental authorities having jurisdiction over the Work, or in the event of any conflict between such laws, the most stringent requirements govern.
- D. Organization of Contract Documents. The organization of the Specifications and Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed. The Port assumes no responsibility for the division and proper coordination of Work between particular Subcontractors.
- E. Bid quantities are estimates only. Any "bid quantities" set forth in the Contract Documents are estimates only. The Port does not warrant that the actual amount of Work will correspond to any estimates. The basis of payment will be the actual quantities performed in accordance with the Contract Documents.

**1.05 Ownership of the Contract Documents**

- A. Port owns all Contract Documents. All Drawings, Specifications, and other Contract Documents furnished to the Contractor are Port property, and the Port retains all intellectual property rights, including copyrights. The Contract Documents are to be used only with respect to the Project.

**ARTICLE 2 PORT OF TACOMA**

**2.01 Authority of the Engineer**

- A. Engineer will be Port's representative. The Engineer or the Engineer's designee will be the Port's representative during the Project and will administer the Project on the Port's behalf.
- B. Engineer may enforce all obligations. The Engineer has the authority to enforce all requirements imposed on the Contractor by the Contract Documents.
- C. Only Engineer is agent of Port. Other than the Engineer, no other Port employee or consultant is an agent of the Port, and none are authorized to agree on behalf of the Port to changes in the Contract Sum or Contract Time, nor to waive provisions of the Contract Documents, nor to direct the Contractor to take actions that change the Contract Sum or Contract Time, nor to accept notice of protests or claims on behalf of the Port.

**2.02 Administration of the Contract**

- A. Port will administer Contract. The Port will provide administration of the Contract through the Engineer or the Engineer's designee. All communications with the Port or its consultants related to the Contract will be through the designated representative.
- B. Port not responsible for means and methods. The Port is not responsible for, and will have no control or charge of, the means, methods, techniques, sequences, or procedures of construction, or for safety precautions or programs incidental thereto, because these are the sole responsibility of the Contractor. If the Port makes any suggestion of means, methods, techniques, sequences or procedures, the Contractor will exercise its independent judgment in deciding whether to adopt the suggestion, except as otherwise provided in the Contract Documents.
- C. Port not responsible for acts or omissions of Contractor or Subcontractors. The Port is not responsible for, and will have no control or charge of, the acts or omissions of the Contractor, Subcontractors of any tier, suppliers, or any of their agents or employees, or any other persons performing a portion of the Work.
- D. Port not responsible for the Work. The Port is not responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The presence of the Engineer or others at the Project site at any time does not relieve the Contractor from its responsibility for non-conforming Work.
- E. Port will have access to the Work. The Port and its representatives will at all times have access to the Work in progress, and the Contractor will provide proper facilities for such access and for inspection.

**2.03 Information Provided by the Port**

- A. Port to furnish information with reasonable promptness. The Port shall furnish information and services required of the Port by the Contract Documents with reasonable promptness.

- B. Subsurface investigation. The Port may have undertaken a limited investigation of the soil and other subsurface conditions at the Project site for design purposes only. The results of these investigations will be available for the convenience of the Contractor, but they are not Contract Documents. There is no warranty or guarantee, express or implied, that the conditions indicated are representative of those existing at the site or that unforeseen developments may not occur. The Contractor is solely responsible for interpreting the information.

**2.04 Contractor Review of Project Information**

- A. Contractor to familiarize itself with site and conditions of Work. Prior to executing the Contract, the Contractor shall visit the site, become generally familiar with local conditions under which the Work is to be performed, and correlate personal observations with the requirements of the Contract Documents. By signing the Contract, the Contractor confirms that the Contract Sum is reasonable compensation for the Work; that the Contract Time is adequate; that it has carefully examined the Contract Documents and the Project site; and that it has satisfied itself as to the nature, location, and character of the Work, the labor, materials, equipment, and other items required and all other requirements of the Contract Documents. The Contractor's failure fully to acquaint itself with any such condition does not relieve the Contractor from the responsibility for performing the Work in accordance with the Contract Documents, within the Contract Time, and for the Contract Sum.
- B. Contractor to review Contract Documents. Because the Contract Documents are complementary, the Contractor will, before starting each portion of the Work, carefully study and compare the various Drawings, Specifications, and other Contract Documents, as well as all information furnished by the Port.
- C. Contractor to confirm field conditions. Before starting each portion of the Work the Contractor shall take field measurements of and verify any existing conditions, including all Work in place, and all general reference points; shall observe any conditions at the site affecting the Contractor; and shall carefully compare field measurements, conditions and other information known to the Contractor with the Contract Documents.

**2.05 Port's Right to Reject, Stop and/or Carry-Out the Work**

- A. Port may reject Work. The Port has the authority but not the obligation to reject work, materials and equipment that is defective or that otherwise does not conform to the Contract Documents, and to decide questions concerning the Contract Documents. However, the failure to so reject or the presence of the Port at the site shall not be construed as assurance that the Work is acceptable or being completed in compliance with the Contract Documents.
- B. Port may stop Work. If the Contractor fails to correct Work that does not comply with the requirements of the Contract Documents, or repeatedly or materially fails to properly carry out the Work, the Port may issue an order to stop all or a portion of the Work until the cause for the order has been eliminated. The Port's right to stop the Work shall not impose a duty on the Port to exercise this right for the benefit of the Contractor or any third party.
- B. Port may carry-out Work. If the Contractor fails to perform the Work properly, fails to perform any provision of this Contract, or fails to maintain the Progress Schedule, or if the Port reasonably concludes that the Work will not be completed in the specified manner or within the Contract Time, then the Port may, after three (3) days' written notice to the Contractor and without prejudice to any other remedy the Port may have, perform itself or have performed any or all of the Work and may deduct the cost thereof from any payment then or later due the Contractor.

## **2.06 Separate Contractors**

- A. Port may engage separate contractors or perform work with its own forces. The Port may contract with other contractors ("Separate Contractor") in connection with the Project or perform work with its own forces. The Contractor shall coordinate and cooperate with any Port forces or Separate Contractors, as applicable. The Contractor shall provide reasonable opportunity for the introduction and storage of materials and the execution of work by others.
- B. Contractor to inspect work of others. If any part of the Contractor's Work depends on the work of the Port or any Separate Contractor, the Contractor shall inspect and promptly report to the Port, in writing, any defects that impact the Contractor. Failure of the Contractor to so inspect and report defects in writing shall constitute an acceptance by Contractor of the work of the Port or Separate Contractor.
- C. Contractor to resolve claims of others. Should the Contractor or any of its Subcontractors of any tier cause damage of any kind, including but not limited to delay, to any Separate Contractor, the Contractor shall promptly and using its best efforts settle or otherwise resolve the dispute with the Separate Contractor. The Contractor shall also promptly remedy damage caused to completed or partially completed construction.

## **2.07 Officers and Employees of the Port**

- A. No personal liability. Officers, employees, and representatives of the Port, including the Commissioners, acting within the scope of their employment, shall not be personally liable to Contractor for any acts or omissions arising out of the Project.

### **ARTICLE 3 CONTRACTOR'S RESPONSIBILITIES**

## **3.01 Duty to Perform the Entire Work**

- A. Contractor must perform entire Work in accordance with Contract Documents. The Contractor shall perform the entire Work required by the Contract in accordance with the Contract Documents. Unless otherwise specifically provided, the Contractor shall provide and pay for all labor, tools, equipment, materials, electricity, power, water, other utilities, transportation and other facilities necessary for the execution and completion of the Work.
- B. Contractor shall be independent contractor. The Contractor shall be and operate as an independent contractor in the performance of the Work. The Contractor is not authorized to enter into any agreements or undertakings for or on behalf of the Port and is not an agent or employee of the Port.

## **3.02 Observed Errors, Inconsistencies, Omissions or Variances in the Contract Documents**

- A. Contractor to notify Port of any discrepancy. The Contractor's obligations to review and carefully study the Contract Documents and field conditions are for the purpose of facilitating coordination and construction. If the Contractor at any time observes that the Contract Documents, including Drawings and Specifications, vary from the conditions of the Project site, are in error, or omit any necessary detail, the Contractor shall promptly notify the Engineer in writing through a Request for Information. Any Work done after such observation, until authorized by the Engineer, shall be at Contractor's risk. The Contractor shall also promptly report to the Engineer any observed error, inconsistency, omission, or variance with applicable laws through a Request for Information. If the Contractor fails either to carefully study and compare the Contract Documents, or to promptly report any observed error, inconsistency, omission, or variance, the Contractor shall assume full responsibility and shall bear all costs, liabilities and damages attributable to the error, inconsistency, omission, or variance.

- B. Requests for Information. The Contractor shall submit Requests for Information concerning the Contract Documents by following the procedure and using such form as the Port may require. The Contractor shall minimize Requests for Information by thoroughly studying the Contract Documents and reviewing all Subcontractor requests. The Contractor shall allow adequate time in its planning and scheduling for a response from the Port to a Request for Information.
- C. Port may provide information to supplement Drawings and Specifications. Minor items of work or detail that are omitted from the Drawings and Specifications but inferable from the information presented and normally provided by accepted good practice shall be provided and/or performed by the Contractor as part of the Contract Sum and within the Contract Time. Similarly, the Engineer may furnish to the Contractor additional Drawings and clarifications, consistent with the Contract Documents, as necessary to detail and illustrate the Work. The Contractor shall conform its Work to such additional Drawings and clarifications at no increase in the Contract Sum or Contract Time.

### **3.03 Supervision and Responsibility for Subcontractors**

- A. Contractor responsible for Work and workers. The Contractor shall have complete control of the means, methods, techniques, sequences or procedures related to the Work, and for all safety precautions or programs. The Contractor shall have complete control over and responsibility for all personnel performing the Work. The Contractor is also responsible for the acts and omissions of the Contractor's principals, employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors of any tier.
- B. Contractor to supervise the Work. The Contractor shall continuously supervise and direct the Work using competent and skilled personnel and the Contractor's best skill and attention.
- C. Contractor to enforce discipline and good order. The Contractor shall enforce strict discipline and good order among all workers on the Project, and shall not employ any unfit person or anyone not skilled in the work to which they are assigned. Incompetent, careless, or negligent workers shall immediately be removed from the Work. The Port may, but is not obligated to, require the Contractor to remove from the Work, at no change in the Contract Sum or Contract Time, anyone whom the Port considers objectionable.

### **3.04 Materials and Equipment**

- A. Material and equipment to be new. All materials and equipment to be incorporated into the Work shall be new unless specifically provided otherwise in the Contract Documents. The Contractor shall, if required in writing by the Port, furnish satisfactory evidence regarding the kind and quality of any materials, identify the source, and warrant compliance with the Contract Documents. The Contractor shall ensure that all materials and equipment are protected, kept dry and stored under cover in a manner to protect such materials and equipment.
- B. Material and equipment shall conform to manufacturer instructions. All materials and equipment shall conform, and shall be applied, installed, used, maintained and conditioned in accordance with, the instructions of the applicable manufacturer, fabricator or processor, unless otherwise specifically provided by the Engineer.

### **3.05 Contractor Warranties**

- A. Work will be of good quality and performed in workmanlike manner. In addition to any specific warranties set forth in the Contract Documents, the Contractor warrants that the Work, including all materials and equipment furnished under the Contract, will be of good quality and new, will be performed in a skillful and workmanlike manner and will conform to the requirements of the Contract Documents. Any Work not conforming to this warranty, including unapproved or unauthorized substitutions, shall be considered defective.

- B. Work will be free from defects. The Contractor warrants that the Work will be free from defects for a period of one (1) year from the date of Substantial Completion of the Project.
- C. Contractor to collect and deliver warranties to Port. The Contractor shall collect and deliver to the Port any written warranties required by the Contract Documents. These warranties shall be obtained and enforced by the Contractor for the benefit of the Port without the necessity of separate assignment. These warranties shall extend to the Port all rights, claims, benefits and interests that the Contractor may have under express or implied warranties or guarantees against a Subcontractor of any tier, supplier or manufacturer for defective or non-conforming Work. Warranty provisions that purport to limit or alter the Port's rights under the Contract Documents or the laws of the State of Washington are null and void.
- D. General requirements. The Contractor is not relieved of its general warranty obligations by the specification of a particular product or procedure in the Contract Documents. Warranties in the Contract Documents shall survive completion, acceptance and final payment.

### **3.06 Required Wages**

- A. Contractor will pay required wages. The Contractor shall pay (and shall ensure that all Subcontractors of any tier pay) all prevailing wages and other wages (such as Davis-Bacon Act wages) applicable to the Project. See Specification Section 00 73 46.
- B. The Contractor shall defend (at Contractor's sole cost, with legal counsel approved by Port), indemnify and hold the Port harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs and expenses, whether direct or indirect, and including but not limited to attorneys' fees and consultants' fees and other costs and expenses of litigation, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or Chapter 51 RCW ("Industrial Insurance").

### **3.07 State and Local Taxes**

- A. Contractor will pay taxes on consumables. The Contractor will pay the retail sales tax on all consumables used during performance of the Work and on all items that are not incorporated into the final Work; this tax shall be included in the Contract Sum.
- B. Port will pay taxes on the Contract Sum. The Port will pay state and local retail sales tax on the Contract Sum with each progress payment and on final payment for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local taxing authority. Rule 170: WAC 458-20-170.
- C. Direct all tax questions to the Department of Revenue. The Contractor should direct all questions concerning taxes on any portion of the Work to the State of Washington Department of Revenue or to the local taxing authority.
- D. State Sales Tax – Rule 171: WAC 458-20-171. For work performed related to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used, primarily, for foot or vehicular traffic, the Contractor shall include Washington State Retail Sales Taxes in the various schedule prices, or other contract amounts, including those that the Contractor pays on the purchase of materials, equipment, or supplies used or consumed in doing the Work.
  - 1. The bid form will indicate which bid items are subject to Rule 171. Any such identification by the Port is not binding upon the Department of Revenue.

### **3.08 Permits, Licenses, Fees, and Royalties**

- A. Contractor to provide and pay for permits unless otherwise specified. Unless otherwise specified, the Contractor shall procure and pay for all permits, licenses, and governmental inspection fees necessary or incidental to the performance of the Work. All costs related to these permits, licenses, and inspections shall be included in the Contract Sum. Any action taken by the Port to assist the Contractor in obtaining permits or licenses shall not relieve the Contractor of its sole responsibility to obtain and pay for permits, licenses, and inspections as part of the Contract Sum.
- B. Contractor's obligations when permit must be in Port's name. When applicable law or agency requires a permit to be issued to a public agency, the Port will support the Contractor's request for the permit and accept the permit in the Port's name, if:
  - 1. The Contractor takes all necessary steps required for the permit to be issued;
  - 2. The permit applies to Work performed in connection with the Project; and
  - 3. The Contractor agrees in writing to abide by all requirements of the permit and to defend and hold harmless the Port from any liability in connection with the permit.
- C. Contractor to pay royalties. The Contractor shall pay all royalties and license fees required for the Work unless otherwise specified in the Contract Documents.

### **3.09 Safety**

- A. Contractor solely responsible for safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and the performance of the Contract.
- B. Port not responsible for safety. The Port may identify safety concerns to the Contractor. However, no action or inaction of the Port or any third party relating to safety will: (1) relieve the Contractor of its sole and complete responsibility for safety and sole liability for any consequences; (2) impose any obligation on the Port or a third party to inspect or review the Contractor's safety program or precautions; (3) impose any continuing obligation on the Port or a third party to ensure the Contractor performs the Work safely; or (4) affect the Contractor's responsibility for the protection of property, workers, and the general public.
- C. Contractor to maintain a safe Work site. The Project site may be occupied during performance of the Work. The safety of these site occupants is of paramount importance to the Port. The Contractor shall maintain the Work site and perform the Work in a safe manner and in accordance with the Washington Industrial Safety and Health Act (WISHA) and all other applicable safety laws, rules, and regulations. This requirement shall apply continuously and not be limited to working hours.
- D. Contractor to protect Work site and adjacent property until Final Completion. The Contractor shall continuously protect the Work and adjacent property from damage. At all times until Final Completion, the Contractor shall be responsible for and protect from damage, weather, deterioration, theft, and vandalism the Work and all materials, equipment, tools, and other items incorporated or to be incorporated in the Work, and shall repair any damage, injury or loss.

### **3.10 Correction of Work**

- A. Contractor to correct defective Work. The Contractor shall, at no cost to the Port, promptly correct Work that is defective or that otherwise fails to conform to the requirements of the Contract Documents. Such Work shall be corrected, whether before or after Substantial Completion, and even if it was previously inspected or observed by the Port.

- B. One-year correction period. The Contractor shall correct all defects in the Work appearing within one (1) year of Substantial Completion or within any longer period prescribed by law or by the Contract Documents. The Contractor shall initiate remedial action within fourteen (14) days of receipt of notice from the Port and shall complete remedial work within a reasonable time. Work corrected by the Contractor shall be subject to the provisions of this Section 3.10 for an additional one-year period following the Port's acceptance of the corrected Work.
- C. Contractor responsible for defects and failures to correct. The Contractor shall be responsible for any expenses incurred by the Port resulting from defects in the Work. If the Contractor refuses or neglects to correct the defects or does not timely accomplish corrections, the Port may correct the Work and charge the Contractor the cost of the corrections. If damage or loss of service may result from a delay in correction, the corrections may be made by the Port and reimbursed by the Contractor.
- D. Port may accept defective work. The Port may, at its sole option, elect to retain defective or nonconforming Work. In such a case, the Port shall reduce the Contract Sum by a reasonable amount to account for the defect or non-conformance.
- E. No period of limitation established. Nothing contained in this Section 3.10 establishes a period of limitation with respect to any obligations under the Contract Documents or law. The establishment of the one (1) year correction period relates only to the specific obligation of the Contractor to correct defective or non-conforming Work.

### **3.11 Uncovering of Work**

- A. Contractor to uncover work covered prior to inspection. If any portion of the Work is covered prior to inspection and approval, the Contractor shall, at its expense, uncover or remove the Work for inspection by the Port or others, and replace the Work to the standard required by the Contract Documents.
- B. Contractor to uncover work at Port's request. After initial inspection and observation, the Port may order a reexamination of Work, and the Work must be uncovered by the Contractor. If the uncovered Work complies with the Contract Documents, the Port shall pay the cost of reexamination and replacement. If the Work is found not to comply with the Contract Documents, the Contractor shall pay the cost of replacement unless the Contractor demonstrates that it did not cause the defect in the Work.

### **3.12 Relocation of Utilities**

- A. Contractor should assume underground utilities are in approximate locations. The Contractor should assume that the locations of any underground or hidden utilities, underground tanks, and plumbing or electrical runs indicated in surveys or the Contract Documents are shown in approximate locations. The accuracy of this information is not guaranteed by the Port and shall be verified by the Contractor. The Contractor shall comply with RCW 19.122.030 and utilize a utility locator service to locate utilities on Port property. The Contractor shall bear the risk of loss if any of its Work directly or indirectly damages or interrupts any utility service or causes or contributes to damages of any nature.
- B. Utility relocation or removal. Where relocation or removal of utilities is necessary or required, it shall be performed at the Contractor's sole expense, unless the Contract Documents specify otherwise. If a utility owner is identified as being responsible for relocating or removing utilities, the work will be accomplished at the utility owner's convenience, either during or in advance of construction. Unless otherwise specified, it shall be the Contractor's sole responsibility to coordinate, schedule, and pay for work performed by a utility owner.
- C. Contractor to notify Port of unknown utilities. If the Contractor discovers the presence of any unknown utilities, it shall immediately notify the Engineer in writing.



**3.13 Labor**

- A. Contractor responsible for labor peace. The Contractor is responsible for labor peace relating to the Work and shall cooperate in maintaining Project-wide labor harmony. The Contractor shall use its best efforts as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes.
- B. Contractor to minimize impact of labor disputes. The Contractor will take all necessary steps to prevent labor disputes from disrupting or otherwise interfering with access to Port property. If a labor dispute disrupts the progress of the Work or interferes with access, the Contractor shall promptly and expeditiously take all necessary action to eliminate or minimize the disruption or interference.

**3.14 Indemnification**

- A. Duty to defend, indemnify, and hold harmless. To the fullest extent permitted by law and subject to this Section 3.14, the Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify and hold harmless the Port, including its Commission, officers, managers, employees (including the Engineer), any consultants, and the agents and employees, successors and assigns of any of them (the "Indemnified Parties") from and against claims, damages, lawsuits, losses (including loss of use), disbursements, liabilities, obligations, fines, penalties, costs and expenses, whether direct and indirect or consequential, including but not limited to consultants' fees, and attorneys' fees incurred on such claims and in proving the right to indemnification ("Claims"), arising out of or resulting from the acts or omissions of the Contractor, a Subcontractor of any tier, their agents and anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable (individually and collectively, the "Indemnitor").
- B. Duty to defend, indemnify, and hold harmless for sole negligence. The Contractor will fully defend, indemnify, and hold harmless the Indemnified Parties for the sole negligence or willful misconduct of the Indemnitor.
- C. Duty to defend, indemnify, and hold harmless for concurrent negligence. Where Claims arise from the concurrent negligence of (1) the Port and (2) the Indemnitor, the Contractor's obligations to indemnify and defend the Indemnified Parties under this Section 3.14 shall be effective only to the extent of the Indemnitor's negligence.
- D. Duty to indemnify not limited by workers' compensation or similar employee benefit acts. In claims against any of the Indemnified Parties by an employee of the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 3.14 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the Indemnified Parties under Title 51 RCW, "Industrial Insurance."
- E. Intellectual property indemnification. The Contractor will be liable for and shall defend (at the Contractor's sole cost, with legal counsel approved by Port) indemnify and hold the Indemnified Parties harmless for Claims for infringement by the Contractor of copyrights or patent rights arising out of or relating to the Project.
- F. Labor peace indemnification. If the Contractor fails to satisfy its labor peace obligations under the Contract, the Contractor will be liable for and shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify and hold harmless the Indemnified Parties for Claims brought against the Port by third parties (including but not limited to lessees, tenants, contractors, customers, licensees and invitees of the Port) for injunctive relief or monetary loss.

- G. Joinder. The Contractor agrees to being added by the Port as a party to any arbitration or litigation with third parties in which the Port alleges indemnification or seeks contribution from the Indemnitor. The Contractor shall cause each of its Subcontractors of any tier to similarly stipulate in their subcontracts; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s) of any tier.
- H. Other. To the extent that any portion of this Section 3.14 is stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect. The obligations of the Contractor under this Section 3.14 shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity which would otherwise exist. To the extent the wording of this Section 3.14 would reduce or eliminate an available insurance coverage, it shall be considered modified to the extent necessary so that the insurance coverage is not affected. This Section 3.14 shall survive completion, acceptance, final payment and termination of the Contract.

### **3.15 Waiver of Consequential Damages**

- A. Mutual waiver of consequential damages. The Contractor and Port waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes but is not limited to: (1) damages incurred by the Port for rental expenses, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the Contractor for principal and home office overhead and expenses including but not limited to the compensation of personnel stationed there, for losses of financing, business and reputation, for losses on other projects, for loss of profit, and for interest or financing costs. This mutual waiver includes but is not limited to all consequential damages due to either party's termination.
- B. Limitation. Nothing contained in this Section 3.15, however, shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, to preclude damages specified in the Agreement or to affect the Contractor's obligation to indemnify the Port for direct, indirect or consequential damages alleged by a third party.

## **ARTICLE 4 SUBCONTRACTORS AND SUPPLIERS**

### **4.01 Responsibility for Actions of Subcontractors and Suppliers.**

- A. Contractor responsible for Subcontractors. The Contractor is fully responsible to the Port for the acts and omissions of its Subcontractors of any tier and all persons either directly or indirectly employed by the Contractor or its Subcontractors.

### **4.02 Award of Contracts to Subcontractors and Suppliers**

- A. Contractor to provide proposed Subcontractor information. The Contractor, within ten (10) days after the Port's notice of award of the Contract, shall provide to the Engineer with the names of the persons or entities proposed to perform each of the principal portions of the Work (i.e., either a Subcontractor listed in a bid or proposal or a Subcontractor performing Work valued at least ten percent (10%) of the Contract Sum) and the proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work. No progress payment will become due until after this information has been furnished.

- B. Port to respond promptly with objections. The Port may respond promptly to the Contractor in writing stating (1) whether the Port has reasonable objection to any proposed person or entity or (2) whether the Port requires additional time for review. If the Port makes a reasonable objection, the Contractor shall replace the Subcontractor with no increase to the Contract Sum or Contract Time. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work and compliance with all of the requirements of the Contract within the Contract Sum and Contract Time.
- C. Reasonable objection defined. "Reasonable objection" as used in this Section 4.02 includes but is not limited to: (1) a proposed Subcontractor of any tier different from the entity listed with the bid, (2) lack of "responsibility" of the proposed Subcontractor, as defined by Washington law and the Bidding Documents, or lack of qualification or responsibility of the proposed Subcontractor based on the Contract or Bidding Documents, or (3) failure of the Subcontractor to perform satisfactorily in the Port's opinion (such as causing a material delay or submitting a claim that the Port considers inappropriate) on one or more projects for the Port within five (5) years of the bid date.
- D. No substitution allowed without permission. The Contractor shall not substitute a Subcontractor, person, or organization without the Engineer's written consent.

#### **4.03 Subcontractor and Supplier Relations**

- A. Contractor to schedule, supervise, and coordinate Subcontractors. The Contractor shall schedule, supervise and coordinate the operations of all Subcontractors of any tier, including suppliers. The Contractor shall ensure that appropriate Subcontractors coordinate the Work of lower-tier Subcontractors.
- B. Subcontractors to be bound to Contract Documents. By appropriate agreement, the Contractor shall require each Subcontractor and supplier to be bound to the terms of the Contract Documents and to assume toward the Contractor, to the extent of their Work, all of the obligations that the Contractor assumes toward the Port under the Contract Documents. Each subcontract shall preserve and protect the rights of the Port and shall allow to the Subcontractor, unless specifically provided in the subcontract, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Port. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with lower-tier Subcontractors.
- C. Contractor to correct deficiencies in Subcontractor performance. When a portion of the Work subcontracted by the Contractor is not being prosecuted in accordance with the Contract Documents, or if such subcontracted Work is otherwise being performed in an unsatisfactory manner in the Port's opinion, the Contractor shall, on its own initiative or upon the written request of the Port, take immediate steps to correct the deficiency or remove the non-performing party from the Project. The Contractor shall replace inadequately performing Subcontractors upon request of the Port at no change in the Contract Sum or Contract Time.
- E. Contractor to provide subcontracts. Upon request, the Contractor will provide the Port copies of written agreements between the Contractor and any Subcontractor.

### **ARTICLE 5 WORKFORCE AND NON-DISCRIMINATION REQUIREMENTS**

#### **5.01 Compliance with Non-Discrimination Laws**

- A. Contractor to comply with non-discrimination laws. The Contractor shall fully comply with all applicable laws, regulations, and ordinances pertaining to non-discrimination.

**5.02 Small Business Enterprise Participation.**

- A. Small business participation encouraged. The Port's policy is to encourage the Contractor to solicit and document participation, and to provide and promote the maximum lawful, practicable opportunity for increased participation, by small business enterprises.

**ARTICLE 6 CONTRACT TIME AND COMPLETION**

**6.01 Contract Time**

- A. Contract Time is measured from Contract execution. Unless otherwise provided in the Agreement, the Contract Time is the period of time, including authorized adjustments, specified in the Contract Documents from the date the Contract is executed to the date Substantial Completion of the Work is achieved.
- B. Commencement of the Work. The Contractor shall begin Work in accordance with the notice of award and the notice to proceed and shall complete all Work within the Contract Time. When the Contractor's signed Agreement, required insurance certificate with endorsements, bonds and other submittals required by the notice of award have been accepted by the Port, the Port will execute the Contract and, following receipt of other required pre-work submittals, will issue a notice to proceed to allow the Contractor to mobilize and commence physical Work at the Project site, as further described in these contract documents. No Work at the Project site may commence until the Port issues a notice to proceed.
- C. Contractor shall achieve specified completion dates. The Contractor shall achieve Substantial Completion within the Contract Time and shall achieve Final Completion within the time period thereafter stated in the Contract Documents.
- D. Time is of the essence. Time limits stated in the Contract Documents, including any interim milestones, are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**6.02 Progress and Completion**

- A. Contractor to maintain schedule. The Contractor's sequence and method of operations, application of effort, and work force shall at all times be created and implemented to ensure the orderly, expeditious, and timely completion of the Work and performance of the Contract. The Contractor shall furnish sufficient forces and shall work such hours, including extra shifts, overtime operations and weekend and holiday work as may be necessary to ensure completion of the Work within the Contract Time and the approved Progress Schedule.
- B. Contractor to take necessary steps to meet schedule. If the Contractor fails substantially to perform in a timely manner in accordance with the Contract Documents and, through the fault of the Contractor or Subcontractor(s) of any tier, fails to meet the Progress Schedule, the Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations or days of work, or by other means and methods, all without additional cost to the Port. If the Contractor believes that any action or inaction of the Port constitutes acceleration, the Contractor shall immediately notify the Port in writing and shall not accelerate the Work until the Port either directs the acceleration in writing or denies the constructive acceleration.
- C. Liquidated damages not exclusive. Any provisions in the Contract Documents for liquidated damages shall not preclude other damages due to breaches of Contract of the Contractor.

### **6.03 Substantial Completion**

- A. Substantial Completion defined. Substantial Completion is the stage in the progress of the Work, or portion or phase thereof, when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Port can fully occupy or utilize the Work, or the designated portion thereof, for its intended use, all requirements in the Contract Documents for Substantial Completion have been achieved, and all required documentation has been properly submitted to the Port in accordance with the Contract Documents. All Work other than incidental corrective or punch list Work and final cleaning must be completed. The fact that the Port may occupy the Work or a designated portion thereof does not indicate that Substantial Completion has occurred or that the Work is acceptable in whole or in part.
- B. Work not Substantially Complete unless Final Completion attainable. The Work is not Substantially Complete unless the Port reasonably judges that the Work can achieve Final Completion within the period of time specified in the Contract Documents.
- C. Notice of Substantial Completion. When the Work or designated portion has achieved Substantial Completion, the Port will provide a notice to establish the date of Substantial Completion. The notice shall establish responsibilities of the Port and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all remaining Work. If the notice of Substantial Completion does not so state, all responsibility for the foregoing items shall remain with the Contractor until Final Completion.

### **6.04 Completion of Punch List**

- A. Contractor shall complete punch list items prior to Final Completion. The Contractor shall cause punch list items to be completed prior to Final Completion. If, after Substantial Completion, the Contractor does not expeditiously proceed to correct punch list items or if the Port considers that the punch list items are unlikely to be completed prior to the date established for Final Completion (or such other period of time as is specified in the Contract Documents), the Port may, upon seven (7) days' written notice to the Contractor, take over and perform some or all of the punch list items. The Port may also take over and complete any portion of the Work at any time following Substantial Completion and deduct the actual cost of performing the Work (including direct and indirect costs) from the Contract Sum. The Port's rights under this Section 6.04 are not obligations and shall not relieve the Contractor of its responsibilities under any other provisions of the Contract Documents.

### **6.05 Final Completion**

- A. Final Completion. Upon receipt of written notice from the Contractor that all punch list items and other Contract requirements are completed, the Contractor will notify the Port, and the Port will perform a final inspection. If the Port determines that some or all of the punch list items have not been addressed, the Contractor shall be responsible to the Port for all costs, including re-inspection fees, for any subsequent reviews to determine completion of the punch list. When the Port determines that all punch list items have been satisfactorily addressed, that the Work is acceptable under the Contract Documents and that the Work has fully been performed, the Port will promptly notify the Contractor of Final Completion.
- B. Contractor responsible for costs if Final Completion is not timely achieved. In addition to any liquidated damages, the Contractor is liable for, and the Port may deduct from any amounts due the Contractor, all costs incurred by the Port for services performed after the contractual date of Final Completion, whether or not those services would have been performed prior to that date had Final Completion been timely achieved.
- C. Final Completion submittals. The Port is not obligated to accept the Project as complete until the Contractor has submitted all required submittals to the Port.

- D. Contractor responsible for the Work until Final Completion. The Contractor shall assume the sole risk of loss and responsibility for all Work under the Contract, and all materials to be incorporated in the Work, whether in storage or at the Project site, until Final Completion. Damage from any cause to either permanent or temporary Work, utilities, materials, equipment, existing structures, the site, or other property owned by the Port or others, shall be repaired by the Contractor to the reasonable satisfaction of the Port at no change in the Contract Sum.

**6.06 Final Acceptance**

- A. Final Acceptance. Final Acceptance is the formal action of the Port accepting the Project as complete. Public notification of Final Acceptance will be posted on the Port's external website (<http://www.portoftacoma.com/final-acceptance>).
- B. Final Acceptance not an acceptance of defective Work. Final Acceptance shall not constitute acceptance by the Port of unauthorized or defective Work, and the Port shall not be prevented from requiring the Contractor to remove, replace, repair, or dispose of unauthorized or defective Work or recovering damages due to the same.
- C. Completion of Work under RCW 60.28. Pursuant to RCW 60.28, "Lien for Labor, Materials, Taxes on Public Works," completion of the Contract Work shall occur upon Final Acceptance.

**6.07 Port's Right to Use the Premises**

- A. Port has right to use and occupy Work. The Port reserves the right to occupy or use any part of the Work before or after Substantial Completion of some or all of the Work without relieving the Contractor of any of its obligations under the Contract. Such occupancy or use shall not constitute acceptance by the Port of any of the Work, and shall not cause any insurance to be canceled or lapse.
- B. No compensation due if Port elects to use and occupy Work. No additional compensation shall be due to the Contractor as a result of the Port's use or occupancy of the Work or a designated portion.

**ARTICLE 7 PAYMENT**

**7.01 All Payments Subject to Applicable Laws and Schedule of Values**

- A. Payment of the Contract Sum. The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Port to the Contractor for performance of the Work under the Contract Documents. Payments made to the Contractor are subject to all laws applicable to the Port and the Contractor. Payment of the Contract Sum constitutes full compensation to the Contractor for performance of the Work, including all risk, loss, damages, or expense of whatever character arising out of the nature or prosecution of the Work. The Port is not obligated to pay for extra work or materials furnished without prior written approval of the Port.
- B. Schedule of Values. All payments will be based upon an approved Schedule of Values. Prior to submitting its first Application for Payment, the Contractor shall submit a Schedule of Values to the Port allocating the entire Contract Sum to the various portions of the Work. The Schedule of Values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Port may require. This schedule, unless objected to by the Port, shall be used as a basis for reviewing the Contractor's applications for payment.

## **7.02 Applications for Payment**

- A. Applications for Payment. Progress payments will be made monthly for Work duly certified, approved by the Engineer, and performed (based on the Schedule of Values and actual quantities of Work performed) during the calendar month preceding the Application for Payment. These amounts are paid in trust to the Contractor for distribution to Subcontractors to the extent and in accordance with the approved Application for Payment.

## **7.03 Progress Payments**

- A. Progress payments. Following receipt of a complete Application for Payment, the Engineer will either authorize payment or indicate in writing to the Contractor the specific reasons why the payment request is being denied, in whole or in part, and the remedial action the Contractor must take to receive the withheld amount. After a complete Application for Payment has been received and approved by the Port, payment will be made within thirty (30) days. Any payments made by, or through, or following receipt of payment from third parties will be made in accordance with the third party's policies and procedures.
- B. Port may withhold payment. The Port may withhold payment in whole or in part as provided in the Contract Documents or to the extent reasonably necessary to protect the Port from loss or potential loss for which the Contractor is responsible, including loss resulting from the Contractor's acts and omissions.

## **7.04 Payment by Contractor to Subcontractors**

- A. Payment to Subcontractors. With each Application for Payment, the Contractor shall provide a list of Subcontractors to be paid by the Contractor. No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor because of a dispute or other reason. If, however, after submitting an Application for Payment but before paying a Subcontractor, the Contractor discovers that part or all of a payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor under the subcontract (such as for unsatisfactory performance or non-payment of lower-tier Subcontractors), the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor and the Port written notice of the remedial actions that must be taken and pay the Subcontractor within eight (8) working days after the Subcontractor satisfactorily completes the remedial action identified in the notice.
- B. Payment certification to be provided upon request. The Contractor shall provide with each Application for Payment a certification signed by Contractor attesting that all payments by the Contractor to Subcontractors from the last Application for Payment were made within ten (10) days of the Contractor's receipt of payment. The certification will also attest that the Contractor will make payment to Subcontractors for the current Application for Payment within ten (10) days of receipt of payment from the Port.

## **7.05 Final Payment**

- A. Final payment. Final applications for payment are due within seven (7) days following Final Completion. Final payment of the unpaid balance of the Contract Sum, except retainage, will be made following Final Completion and within thirty (30) days of the Contractor's submission of an approved final Application for Payment.

- B. Releases required for final payment. The final payment shall not become due until the Contractor delivers to the Port a complete release of all liens arising out of the Contract, as well as an affidavit stating that, to the best of Contractor's knowledge, its release includes all labor and materials for which a lien could be filed. If a Subcontractor of any tier refuses to furnish a release or waiver required by the Port, the Port may (a) retain in the fund, account, or escrow funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount, or (b) accept a bond from the Contractor, satisfactory to the Port, to indemnify the Port against the lien. If any such lien remains unsatisfied after all payments from the retainage are made, the Contractor shall refund to the Port all moneys that the Port may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- C. Contractor to hold Port harmless from liens. The Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold harmless the Port from any liens, claims, demands, lawsuits, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs and expenses, whether direct, indirect, including but not limited to attorneys' fees and consultants' fees and other costs and expenses, except to the extent a lien has been filed because of the failure of the Port to make a contractually required payment.

#### **7.06 Retainage**

- A. Retainage to be withheld. In accordance with RCW 60.28, a sum equal to five percent (5%) of each approved Application for Payment shall be retained. Prior to submitting its first Application for Payment, the Contractor shall exercise one of the options listed below:
1. Retained percentages will be retained by the Port in a fund; or
  2. Deposited by the Port in an interest-bearing account in a bank, mutual savings bank or savings and loan association; or
  3. Placed in escrow with a bank or trust company; or
  4. If the Contractor provides a bond in place of retainage, it shall be in an amount equal to 5% of the Contract Sum plus Change Orders. The retainage bond shall be based on the form furnished in Section 00 61 23 or otherwise acceptable to the Port and duly completed and signed by a licensed surety or sureties registered with the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner. The surety or sureties must be rated at least A minus, FSC(6), or higher by A.M. Best Rating Guide and be authorized by the Federal Department of the Treasury. Attorneys-in-fact who sign the retainage bond must file with each bond a certified and effective Power of Attorney statement.
- B. Contractor may withhold retainage from Subcontractors. The Contractor or a Subcontractor may withhold not more than five percent (5%) retainage from the monies earned by any Subcontractor or lower-tier Subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Port, the Contractor shall specify the amount of retainage and interest due a Subcontractor.



- C. Release of retainage. Retainage will be withheld and applied by the Port in a manner required by RCW 60.28 and released in accordance with the Contract Documents and statutory requirements. Release of the retainage will be processed in the ordinary course of business within sixty (60) days following Final Acceptance of the Work by the Port provided that no notice of lien has been given as provided in RCW 60.28, that no claims have been brought to the attention of the Port, that the Port has no claims under this Contract, and that release of retention has been duly authorized by the State. The following items must also be obtained prior to release of retainage: pursuant to RCW 60.28, a certificate from the Department of Revenue; pursuant to RCW 50.24, a certificate from the Department of Employment Security; and appropriate information from the Department of Labor and Industries including approved affidavits of wages paid for the Contractor and each subcontractor.

#### **7.07 Disputed Amounts**

- A. Disputed amounts. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may submit to the Port along with the approved Application for Payment, a separate written payment request specifying the exact additional amount claimed to be due, the category in the Schedule of Values to which the payment would apply, the specific Work for which additional payment is sought, and an explanation of why the Contractor believes additional payment is due.

#### **7.08 Effect of Payment**

- A. Payment does not relieve Contractor of obligations. Payment to the Contractor of progress payments or final payment does not relieve the Contractor from its responsibility for the Work or its responsibility to repair, replace, or otherwise make good defective Work, materials or equipment. Likewise, the making of a payment does not constitute a waiver of the Port's right to reject defective or non-conforming Work, materials, or equipment (even though they are covered by the payment), nor is it a waiver of any other rights of the Port.
- B. Acceptance of final payment waives claims. Acceptance of final payment by the Contractor, a Subcontractor of any tier or a supplier shall constitute a waiver of claims except those previously made in writing and identified as unsettled in Contractor's final Application for Payment.
- C. Execution of Change Order waives claims. The execution of a Change Order shall constitute a waiver of claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order.

#### **7.09 Liens**

- A. Contractor to discharge liens. The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors of any tier).

### **ARTICLE 8 CHANGES IN THE WORK**

#### **8.01 Changes in the Work**

- A. Changes in the Work authorized. Without invalidating the Contract and without notice to the Contractor's surety, the Port may authorize changes in the Work after execution of the Contract, including changes in the Contract Sum or Contract Time. Changes shall occur solely by Change Order, Unilateral Change Directive, or Minor Change in Work. All changes in the Work are effective immediately and the Contractor shall proceed promptly to perform the change, unless otherwise provided in the Change Order or Directive.

B. Changes in the Work Defined.

1. A **Change Order** is a written instrument signed by the Port and Contractor stating their agreement to a change in the Work and the adjustment, if any, in the Contract Sum and/or Contract Time.
2. A **Unilateral Change Directive** is a written instrument issued by the Port to transmit new or revised Drawings, issue additions or modifications to the Contract, furnish other direction and documents adjustment, if any, to the Contract Sum and/or Contract Time. A Unilateral Change Directive is signed only by the Port, without requiring the consent or signature of the Contractor.
3. A **Minor Change in the Work** is a written order from the Port directing a change that does not involve an adjustment to the Contract Sum or the Contract Time.

C. Request for Proposal: At any time, the Port may issue a Proposal Request directing the Contractor to propose a change to the Contract Sum and/or Contract Time, if any, based on a proposed change in the Work. The Contractor shall submit a responsive Change Order proposal as soon as possible and no later than fourteen (14) days after receipt in which the Contractor specifies in good faith the extent to which the Contract Sum and/or Contract Time would change. All cost components shall be limited to the manner described in Section 8.02(B). If the Contractor fails to timely respond to a Proposal Request, the Port may issue the change as a Unilateral Change Directive.

1. Fixed price method is default for Contractor Change Order proposal. When the Port has requested that the Contractor submit a Change Order proposal, the Port may specify the basis on which the Contract Sum will be adjusted by the Contractor. The Engineer's preference, unless otherwise indicated, is for changes in the Work to be priced using Lump Sums or Unit Prices or on a time and material (Force Account) basis if unit pricing or lump sums cannot be negotiated or determined. In all instances, however, proposed changes shall include a not-to-exceed price for the change and shall be itemized for evaluation purposes in accordance with Section 8.02(B), as requested by the Engineer.
2. The Port may accept or reject the Contractor's Change Order proposal, request further documentation, or negotiate acceptable terms with the Contractor. If The Port and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order.
3. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment. The Port may reject a proposal, in which case the Port may either not effectuate the change or issue a Unilateral Change Directive. The Port will not make payment to the Contractor for any work until that work has been incorporated into an executed Change Order.

- D. Unforeseen Conditions: If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or any soils reports made available by the Port to the Contractor or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall immediately provide oral notice to the Engineer before conditions are disturbed, followed within 24 hours by an initial written notice. The Contractor shall submit a detailed proposal no later than seven (7) days following discovery of differing site conditions. The Engineer will promptly investigate these conditions and, if the Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost or time required for, performance of any part of the Work, will establish a change in the Contract Sum or Contract Time, or both, consistent with the requirements of the Contract Documents. If the Contractor disputes the Engineer's determination, the Contractor may proceed as provided in the dispute resolution procedure (Article 11). No increase to the Contract Sum or the Contract Time shall be allowed if the Contractor does not comply with the contractual requirements or if the Contractor knew or reasonably should have known of the concealed conditions prior to executing the Contract.
- E. Proceed Immediately: Pending agreement on the terms of the Change Order or upon determination of a differing site condition as defined in 8.01(D), the Engineer may direct Contractor to proceed immediately with the change in the Work. Contractor shall not proceed with any change in the Work until it has obtained the Engineer's written approval and documentation of the following:
1. The scope of work
  2. An agreed upon maximum not-to-exceed amount
  3. The method of final cost determination
  4. Estimated time to complete the changed work.
  5. As a change in the Work is performed, unless the parties have signed a written Change Order to establish the cost of the change, the Contractor shall maintain an itemized accounting of all costs related to the change based on the categories in Section 8.02(B) and provide such data to the Port upon request. This includes, without limitation, invoices, including freight and express bills, and other support for all material, equipment, Subcontractor, and other charges related to the change and, for material furnished from the Contractor's own inventory, a sworn affidavit certifying the actual cost of such material. Failure to provide data to the Port within seven (7) days of a request constitutes a waiver of any claim. The Port may furnish any material or equipment to the Contractor that it deems advisable, and the Contractor shall have no claim for any costs or fee on such material or equipment.
- G. Procedure for Unilateral Change Directive. Whether or not the Port has rejected a Contractor's proposal, the Port may issue a Unilateral Change Directive and the Contractor shall promptly proceed with the specified Work. If the Contractor disagrees with a Unilateral Change Directive, the Contractor shall advise the Port in writing through a Change Order proposal within seven (7) days of receipt. The Contractor's Change Order proposal shall reasonably specify the reasons for any disagreement and the adjustment it proposes. Without this timely Change Order proposal, the Contractor shall conclusively be deemed to have accepted the Port's proposal.

- I. Payment pending final determination of Force Account work. Pending final determination of the total cost of Force Account Work, and provided that the Work to be performed under Force Account is complete and any reservations of rights have been signed by the Port, the Contractor may request payment for amounts not in dispute in the next Application for Payment accompanied by documentation indicating the parties' agreement. Work done on a Force Account basis must be approved in writing on a daily basis by the Engineer or the Engineer's designee and invoices shall be submitted with an Application for Payment within sixty (60) days of performance of the Work.

## 8.02 Changes in the Contract Sum

- A. Port to Decide How Changes are Measured. The Port may elect, in its sole discretion, how changes in the Work will be measured for payment. Change in the Work may be priced on a lump sum basis, through Unit Prices, as Force Account, or by another method documented in the executed Change Order, Unilateral Change Directive or Minor Change in the Work.
- B. Determination of Cost of Change. The total cost of any change in the Work, including a claim under Article 11, shall not exceed the prevailing cost for the Work in the locality of the Project. In all circumstances, the change in the Work shall be limited to the reasonable, actual cost of the following components:
  1. Direct labor costs: These are the actual labor costs determined by the number of additional craft hours at their normal hourly rate necessary to perform a change in the Work. The hourly cost of labor will be based upon the following:
    - a. Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Contractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage," for the laborers, apprentices, journeymen, and foremen performing or directly supervising the change in the Work on site. These wages do not include the cost of Contractor's project manager or superintendent or above, and the premium portion of overtime wages is not included unless pre-approved in writing by the Port. Costs paid or incurred by the Contractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Contractor shall provide to the Port copies of payroll records, including certified payroll statements for itself and Subcontractors of any tier, upon the Port's request.
    - b. Workers' insurance: Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.
    - c. Federal insurance: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).
  2. Direct material costs: This is an itemization, including material invoices, of the quantity and actual cost of additional materials necessary to perform the change in the Work. The cost will be the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed unless approved in advance by the Port.

3. Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment necessary and appropriate for the Work is used solely on the changed Work times the applicable rental cost as established by the lower of the local prevailing rates published in [www.equipmentwatch.com](http://www.equipmentwatch.com), as modified by the AGC/WSDOT agreement, or the actual rate paid to an unrelated third party. If more than one rate is applicable, the lowest available rate will be utilized. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Port's prior written approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. Mobilization and standby costs shall not be charged for equipment already present on the site.

The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. No gas surcharges are payable. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost.

4. Subcontractor costs: These are payments the Contractor makes to Subcontractors for changed Work performed by Subcontractors. The Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section 8.02 and, among other things, shall not include consultant costs, attorneys' fees, or claim preparation expenses.
5. Service provider costs: These are payments the Contractor makes to service providers for changed Work performed by service providers. The service providers' cost of changed Work shall be determined in the same manner as prescribed in this Section 8.02.
6. Markup: This is the maximum total amount for overhead, profit and other costs, including office, home office and site overhead (including purchasing, project manager, superintendent, project engineer, estimator, and their vehicles and clerical assistants), taxes (except for sales tax on the Contract Sum), warranty, safety costs, printing and copying, layout and control, quality control/assurance, small or hand tools (a tool that costs \$500 or less and is normally furnished by the performing contractor), preparation of as-built drawings, impact on unchanged Work, Change Order and/or claim preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise), added to the total cost to the Port of any Change Order work. No markup shall be due, however, for direct settlements of Subcontractor claims by the Port after Substantial Completion. The markup shall be limited in all cases to the following schedule:
- a. Direct labor costs -- 20% markup on the direct cost of labor for the party (Contractor or Subcontractor) providing labor related to the change in the Work;
  - b. Direct material costs -- 20% markup on the direct cost of material for the party (Contractor or Subcontractor) providing material related to the change in the Work;
  - c. Construction equipment usage costs -- 10% markup on the direct cost of equipment for the party (Contractor or Subcontractor) providing equipment related to the change in the Work;
  - d. Contractor markup on Subcontractor costs -- 10% markup for the Contractor on the direct cost (excluding markup) of a change in the Work performed by Subcontractors (and for Subcontractors, for a change in the Work performed by lower-tier Subcontractors); and

- e. Service provider costs -- 5% markup for the Contractor on the direct cost (excluding markup) of a change in the Work performed by service providers.

The total summed markup of the Contractor and all Subcontractors of any tier shall not exceed 30% of the direct costs of the change in the Work. If the markup would otherwise exceed 30%, the Contractor shall proportionately reduce the markup for the Contractor and all Subcontractors of any tier.

- 7. Cost of change in insurance or bond premium. This is defined as:

- a. Contractor's liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance provided under the Contract Documents and subject to audit) of the Contractor's liability insurance arising directly from the changed Work; and
- b. Public works bond: The actual cost (expressed as a percentage submitted under the Contract Documents and subject to audit) of the Contractor's performance and payment bond arising directly from the changed Work.

Upon request, the Contractor shall provide the Port with supporting documentation from its insurer or surety of any associated cost incurred. The cost of the insurance or bond premium together shall not exceed 2.0% of the cost of the changed Work.

- 8. Unit Prices. If Unit Prices are specified in the Contract Documents or established by agreement of the parties for certain Work, the Port may apply them to the changed Work. Unit Prices shall include pre-agreed rates for material quantities and shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit, bond, and insurance costs arising out of or related to the Unit Priced item. Quantities must be supported by field measurement statements signed by the Port, and the Port shall have access as necessary for quantity measurement. The Port shall not be responsible for not-to-exceed limit(s) without its prior written approval.

### **8.03 Changes in the Contract Time**

- A. Extension of the Contract Time. If the Contractor is delayed at any time in the commencement or progress of the Work by events for which the Port is responsible, by unanticipated abnormal weather (subject to Section 8.03(E) below), or by other causes not the fault or responsibility of the Contractor that the Port determines may justify a delay in the Contract Time, then the Contract Time shall be extended by Change Order for such reasonable time as the Port may determine. In no event, however, shall the Contractor be entitled to any extension of time absent proof of (1) delay to an activity on the critical path of the Project, or (2) delay transforming an activity to the critical path, so as to actually delay the anticipated date of Substantial Completion.
- B. Allocation of responsibility for delay not caused by Port or Contractor. If a delay was not caused by the Port, the Contractor, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time but not an increase in the Contract Sum.
- C. Allocation of responsibility for delay caused by Port. If a delay was caused by the Port or someone acting on behalf of the Port and affected the critical path, the Contractor shall be entitled to a change in the Contract Time and Contract Sum in accordance with Section 8.02. The Contractor shall not recover damages, an equitable adjustment or an increase in the Contract Sum or Contract Time from the Port, however, where the Contractor could reasonably have avoided the delay. The Port is not obligated directly or indirectly for damages for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.

- D. Allocation of responsibility for delay caused by Contractor. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.
- E. Adverse weather. If adverse weather is identified as the basis for a claim for additional time, the claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not reasonably have been anticipated and had an adverse effect on the critical path of construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. For a claim based on adverse weather, the Contractor shall be eligible only for a change in the Contract Time (but not a change in the Contract Sum) if the Contractor can substantiate that there was significantly greater than normal inclement weather considering the full term of the Contract Time.
- F. Damages for delay. In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Port for delay beyond the amount permitted in Section 8.02(B), the total combined damages to the Contractor and any Subcontractors of any tier for each day of delay shall be limited to the same daily liquidated damage rate specified in the Contract Documents due the Port for the Contractor's delay in achieving Substantial Completion. By submitting a bid on the Work and executing the Contract, the Contractor represents that these liquidated damages are a reasonable estimate of its loss.
- G. Limitation on damages. The Contractor shall not be entitled to damages arising out of loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant under run; trade stacking; reassignment of workers; rescheduling of Work, concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended or increased overhead or general conditions; profit upon damages for delay; impact damages including cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the markup on Change Orders paid through Section 8.02(B) and any liquidated damages paid hereunder.

#### **8.04 Reservation of Rights**

- A. Reservations of rights void unless signed by Port. Reservations of rights will be deemed waived and are void unless any reserved rights are described in detail and are signed by the Contractor and the Port.
- B. Procedure for unsigned reservations of rights. If the Contractor adds a reservation of rights not signed by the Port to any Change Order, Unilateral Change Directive, Change Order proposal, Application for Payment or any other document, all amounts and all Work therein shall be considered disputed and not payable until costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and signed by the Port. If the Port makes payment based on a document that contains a reservation of rights not signed by the Port, and if the Contractor cashes such payment, then the reservation of rights shall be deemed waived, withdrawn and of no effect.

#### **8.05 Unit Prices**

- A. Adjustment to Unit Prices. If Unit Prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed (less than eighty percent (80%) or more than one hundred and twenty percent (120%) of the quantity estimated) so that application of a Unit Price would be substantially unfair, the applicable Unit Price but not the Contract Time shall be adjusted if the Port prospectively approves a Change Order revising the Unit Price.

- B. Procedure to change Unit Prices. The Contractor or Port may request a Change Order revising a Unit Price by submitting information to support the change. A proposed change to a Unit Price will be evaluated by the Port based on the change in cost resulting solely from the change in quantity, any change in production rate or method as compared to the original plan, and the share, if any, of fixed expenses properly chargeable to the item. If the Port and Contractor agree on the change, a Change Order will be executed. If the parties cannot agree, the Contractor shall comply with the dispute resolution procedures (Article 11).

**ARTICLE 9                      SUSPENSION AND TERMINATION OF CONTRACT**

**9.01                      Port's Right to Suspend Work**

- A. Port may suspend the Work. The Port may at any time suspend the Work, or any part thereof, by giving notice to the Contractor. The Work shall be resumed by the Contractor as soon as possible, but no later than fourteen (14) days after the date fixed in a notice to resume the Work. The Port shall reimburse the Contractor for appropriate and reasonable expenses consistent with Section 8.02 incurred by the Contractor as a result of the suspension, except where a suspension is the result of the Contractor repeatedly or materially failing to carry out or correct the Work in accordance with the Contract Documents, and the Contractor shall take all necessary steps to minimize expenses.
- B. Contractor obligations. During any suspension of Work, the Contractor shall take every precaution to prevent damage to, or deterioration of, the Work. The Contractor shall be responsible for all damage or deterioration to the Work during the period of suspension and shall, at its sole expense, correct or restore the Work to a condition acceptable to the Port prior to resuming Work.

**9.02                      Termination of Contract for Cause by the Port**

- A. Port may terminate for cause. If the Contractor is adjudged bankrupt or makes a general assignment for the benefit of the Contractor's creditors, if a receiver is appointed due to the Contractor's insolvency, or if the Contractor, in the opinion of the Port, persistently or materially refuses or fails to supply enough properly skilled workmen or materials for proper completion of the Contract, fails to make prompt payment to Subcontractors or suppliers for material or labor, disregards laws, ordinances, or the instructions of the Port, fails to prosecute the Work continuously with promptness and diligence, or otherwise materially violates any provision of the Contract, then the Port, without prejudice to any other right or remedy, may terminate the Contractor after giving the Contractor seven (7) days' written notice (during which period the Contractor shall have the right to cure).
- B. Procedure following termination for cause. Following a termination for cause, the Port may take possession of the Project site and all materials and equipment, and utilize such materials and equipment to finish the Work. The Port may also exclude the Contractor from the Project site(s). If the Port elects to complete all or a portion of the Work, it may do so as it sees fit. The Port shall not be required to accept the lowest bid for completion of the Work and may choose to complete all or a portion of the Work using its own work force. If the Port elects to complete all or a portion of the Work, the Contractor shall not be entitled to any further payment until the Work is finished. If the expense of finishing the Work, including compensation for additional managerial and administrative services of the Port, exceeds the unpaid balance of the Contract Sum, the excess shall be paid by the Contractor.
- C. Port's remedies following termination for cause. The Port may exercise any rights, claims or demands that the Contractor may have against third persons in connection with the Contract, and for this purpose the Contractor assigns and transfers to the Port all such rights, claims and demands.



- D. Inadequate termination for cause converted to termination for convenience. If, after the Contractor has been terminated for cause, it is determined that inadequate "cause" for such termination exists, then the termination shall be considered a termination for convenience pursuant to Section 9.03.

**9.03 Termination of Contract for Convenience by the Port**

- A. Port may terminate for convenience. The Port may, at any time (without prejudice to any right or remedy of the Port), terminate all or any portion of the Contract for the Port's convenience and without cause. The Contractor shall be entitled to receive payment consistent with the Contract Documents only for Work properly executed through the date of termination, and costs necessarily incurred by reason of the termination (such as the cost of settling and paying claims arising out of the termination under subcontracts or orders), along with a fee of one percent (1%) of the Contract Sum not yet earned on the whole or part of the Work. The total amount to be paid to the Contractor shall not exceed the Contract Sum as reduced by the amount of payments otherwise made. The Port shall have title to all Work performed through the date of termination.

**9.04 Termination of Contract by the Contractor**

- A. Contractor may terminate for cause. The Contractor may terminate the Contract if the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor of any tier, for either of the following reasons:
1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
  2. An act of government, such as a declaration of national emergency that requires all Work to be stopped.
- B. Procedure for Contractor termination. If one of the reasons described in Section 9.04A exists, the Contractor may, upon seven (7) days' written notice to the Port (during which period the Port has the opportunity to cure), terminate the Contract and recover from the Port payment for Work executed through the date of termination in accordance with the Contract Documents and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit on Work executed and direct costs incurred by reason of such termination. The total recovery of the Contractor shall not exceed the unpaid balance of the Contract Sum.
- C. Contractor may stop the Work for failure of Port to pay undisputed amounts. The Contractor may stop Work under the Contract if the Port does not pay undisputed amounts due and owing to the Contractor within fifteen (15) days of the date established in the Contract Documents. If the Port fails to pay undisputed amounts, the Contractor may, upon fifteen (15) additional days' written notice to the Port, during which the Port can cure, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up.

**9.05 Subcontract Assignment Upon Termination**

- A. Subcontracts assigned upon termination. Each subcontract is hereby assigned by the Contractor to the Port provided that:
1. The Port requests that the subcontract be assigned;
  2. The assignment is effective only after termination by the Port and only for those subcontracts that the Port accepts in writing; and

3. The assignment is subject to the prior rights of the surety, if any, under any bond issued in accordance with the Contract Documents.

When the Port accepts the assignment of a subcontract, the Port assumes the Contractor's rights and obligations under the subcontract, but only for events and payment obligations that arise after the date of the assignment.

## ARTICLE 10                      BONDS

### 10.01                      Contractor Performance and Payment Bonds

- A. Contractor to furnish performance and payment bonds. Within ten (10) days following its receipt of a notice of award, and as part of the Contract Sum, the Contractor shall secure and furnish duly executed performance and payment bonds using the forms furnished by the Port. The bonds shall be executed by a surety (or sureties) reasonably acceptable to the Port, admitted and licensed in the State of Washington, registered with the Washington State Insurance Commissioner, and possessing an A.M. Best rating of "A minus, FSC (6)" or better and be authorized by the U.S. Department of the Treasury. Pursuant to RCW 39.08, the bonds shall be in an amount equal to the Contract Sum, and shall be conditioned only upon the faithful performance of the Contract by the Contractor within the Contract Time and upon the payment by the Contractor of all taxes, fees, and penalties to the State of Washington and all laborers, Subcontractors, and suppliers, and others who supply provisions, equipment, or supplies for the performance of the Work covered by this Contract. The bonds shall be signed by the person or persons legally authorized to bind the Contractor.
- B. Port may notify surety. If the Port makes or receives a claim against the Contractor, the Port may, but is not obligated to, notify the Contractor's surety of the nature and amount of the claim. If the claim relates to a possibility of a Contractor's default, the Port may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

## ARTICLE 11                      DISPUTE RESOLUTION

### 11.01                      Notice of Protest and Claim

- A. Dispute resolution procedure mandatory. All claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, shall be decided exclusively by the following alternative dispute resolution procedure unless the parties mutually agree otherwise. If the Port and Contractor agree to a partnering process to assist in the resolution of disputes, the partnering process shall occur prior to, and not be in place of, the mandatory dispute resolution procedures set forth below.
- B. Notice of protest defined. Except for claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, the Contractor shall provide immediate oral notice of protest to the Engineer prior to performing any disputed Work and shall submit a written notice of protest to the Port within seven (7) days of the occurrence of the event giving rise to the protest that includes a clear description of the event(s). The protest shall identify any point of disagreement, those portions of the Contract Documents believed to be applicable, and an estimate of quantities and costs involved. When a protest relates to cost, the Contractor shall keep full and complete records and shall permit the Port to have access to those records at any time as requested by the Port.

- C. Claim defined. A claim is a demand by one of the parties seeking adjustment or interpretation of the Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "claim" also includes all disputes and matters in question between the Port and Contractor arising out of or relating to the Contract Documents. Claims must be initiated in writing and include a detailed factual statement and clear description of the claim providing all necessary dates, locations and items of Work, the date or dates on which the events occurred that give rise to the claim, the names of employees or representatives knowledgeable about the claim, the specific provisions of the Contract Documents that support the claim, any documents or oral communications that support the claim, any proposed change in the Contract Sum (showing all components and calculations) and/or Contract Time (showing cause and analysis of the resultant delay in the critical path), and all other data supporting the claim. Claims shall also be submitted with a statement certifying, under penalty of perjury, that the claim as submitted is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the claim is fully supported, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes the Port is liable. A claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor and Subcontractors of any tier are entitled and may not contain reservations of rights without the Port's written approval; any unapproved reservations of rights shall be without effect.
- D. Claim procedure. The Contractor shall submit a written claim within thirty (30) days of providing written notice of protest. The Contractor may delay submitting supporting data by an additional thirty (30) days if it notifies the Port in its claim that substantial data must be assembled. Any claim of a Subcontractor of any tier may be brought only through, and after review by and concurrence of, the Contractor.
- E. Failure to comply with notice of protest and claim requirements waives claims. Any notice of protest by the Contractor and any claim of the Contractor, whether under the Contract or otherwise, must be made pursuant to and in strict accordance with the applicable provisions of the Contract. Failure to properly and timely submit a notice of protest or to timely submit a claim shall waive the claim. No act, omission, or knowledge, actual or constructive, of the Port shall waive the requirement for timely written notice of protest and a timely written claim unless the Port and the Contractor sign an explicit, unequivocal written waiver approved by the Port. The Contractor expressly acknowledges and agrees that the Contractor's failure to timely submit required notices of protest and/or timely submit claims has a substantial impact upon and prejudices the Port. For the purpose of calculating time periods, an "event giving rise to a claim," among other things, is not a Request for Information but rather is a response that the Contractor believes would change the Contract Sum and/or Contract Time.
- F. False claims. The Contractor shall not make any fraudulent misrepresentations, concealments, errors, omissions, or inducements to the Port in the formation or performance of the Contract. If the Contractor or a Subcontractor of any tier submits a false or frivolous claim to the Port, which for purposes of this Section 11.01(F) is defined as a claim based in whole or in part on a materially incorrect fact, statement, representation, assertion, or record, the Port shall be entitled to collect from the Contractor by offset or otherwise (without prejudice to any right or remedy of the Port) any and all costs and expenses, including investigation and consultant costs, incurred by the Port in investigating, responding to, and defending against the false or frivolous claim.
- G. Compliance with lien and retainage statutes required. If a claim relates to or is the subject of a lien or retainage claim, the party asserting the claim may proceed in accordance with applicable law to comply with the notice and filing deadlines prior to resolution of the claim by mediation or by litigation.

- H. Performance required pending claim resolution. Pending final resolution of a claim, the Contractor shall continue to perform the Contract and maintain the Progress Schedule, and the Port shall continue to make payments of undisputed amounts due in accordance with the Contract Documents.

#### **11.02 Mediation**

- A. Claims must be subject to mediation. At any time following the Port's receipt of a written claim, the Port may require that an officer of the Contractor and the Port's designee (all with authority to settle) meet, confer, and attempt to resolve a claim. If the claim is not resolved during this meeting, the claim shall be subject to mandatory mediation as a condition precedent to the initiation of litigation. This requirement can be waived only by an explicit, written waiver signed by the Port and the Contractor.
- B. Mediation procedure. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to agree upon a mediator. If the parties have not reached agreement within thirty (30) days of the request, either party may file the request with the American Arbitration Association or such other alternative dispute resolution service to which the parties mutually agree, with a copy to the other party, and the mediation shall be administered by the American Arbitration Association (or other agreed service). The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in Pierce County, Washington unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Unless the Port and the Contractor mutually agree in writing otherwise, all claims shall be considered at a mediation session that shall occur prior to Final Completion.

#### **11.03 Litigation**

- A. Claims not resolved by mediation are subject to litigation. Claims not resolved through mediation shall be resolved by litigation unless the parties mutually agree otherwise. The venue for any litigation shall be Pierce County, Washington. The Contractor may bring no litigation on claims unless such claims have been properly raised and considered in the procedures of this Article 11. The Contractor must demonstrate in any litigation that it complied with all requirements of this Article.
- B. Litigation must be commenced promptly. All unresolved claims of the Contractor shall be waived and released unless the Contractor has complied with the requirements of the Contract Documents, and litigation is served and filed within 180 days of the date of Substantial Completion approved in writing by the Port or termination of the Contract. The pendency of mediation (the time period between receipt by the non-requesting party of a written mediation request and the date of mediation) shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or thirty (30) days after the date of the mediation session.
- C. Port not responsible for attorneys' fees. Neither the Contractor nor a Subcontractor of any tier, whether claiming under a bond or lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Port (but may recover attorneys' fees from the bond or statutory retainage fund itself to the extent allowable under law).
- D. Port may join Contractor in dispute. The Port may join the Contractor as a party to any litigation or arbitration involving the alleged fault, responsibility, or breach of contract of the Contractor or Subcontractor of any tier.

**ARTICLE 12**

**MISCELLANEOUS**

**12.01 General**

- A. Rights and remedies are cumulative. The rights and remedies of the Port set forth in the Contract Documents are cumulative and in addition to and not in limitation of any rights and remedies otherwise available to the Port. The pursuit of any remedy by the Port shall not be construed to bar the Port from the pursuit of any other remedy in the event of similar, different, or subsequent breaches of this Contract. All such rights of the Port shall survive completion of the Project or termination of the Contractor.
- B. Reserved rights do not give rise to duty. The rights reserved or possessed by the Port to take any action shall not give rise to a duty for the Port to exercise any such right.

**12.02 Waiver**

- A. Waiver must be in writing and authorized by Port. Waiver of any provisions of the Contract Documents must be in writing and authorized by the Port. No other waiver is valid on behalf of the Port.
- B. Inaction or delay not a waiver. No action, delay in acting, or failure to act by the Port shall constitute a waiver of any right or remedy of the Port, or constitute an approval or acquiescence of any breach or defect in the Work. Nor shall any delay or failure of the Port to act waive or otherwise prejudice the right of the Port to enforce a right or remedy at any subsequent time.
- C. Claim negotiation not a waiver. The fact that the Port and the Contractor may consider, discuss, or negotiate a claim that has or may have been defective or untimely under the Contract shall not constitute a waiver of the provisions of the Contract Documents unless the Port and the Contractor sign an explicit, unequivocal waiver.

**12.03 Governing Law**

- A. Washington law governs. This Contract and the rights and duties of the parties hereunder shall be governed by the internal laws of the State of Washington, without regard to its conflict of law principles.

**12.04 Compliance with Law**

- A. Contractor to comply with applicable laws. The Contractor shall at all times comply with all applicable Federal, State and local laws, ordinances, and regulations. This compliance shall include, but is not limited to, the payment of all applicable taxes, royalties, license fees, penalties, and duties.
- B. Contractor to provide required notices. The Contractor shall give notices required by all applicable Federal, State, and local laws, ordinances and regulations bearing on the Work.
- C. Contractor to confine operations at site to permitted areas. The Contractor shall confine operations at the Project site to areas permitted by applicable laws, ordinances, permits, rules and regulations, and lawful orders of public authorities and the Contract Documents.

**12.05 Assignment**

- A. Assignment. The Port and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party and to the partners, successors, assigns and legal representatives of such other party. The Contractor may not assign, transfer, or novate all or any portion of the Contract, including but not limited to any claim or right to the Contract Sum, without the Port's prior written consent. If the Contractor attempts to make an assignment, transfer, or novation without the Port's consent, the assignment shall be of no effect, and Contractor shall nevertheless remain legally responsible for all obligations under the Contract. The Contractor also shall not assign or transfer to any third party any claims it may have against the Port arising under the Contract or otherwise related to the Project.

**12.06 Time Limit on Causes of Action**

- A. Time limit on causes of action. The Port and Contractor shall commence all causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the dispute resolution procedure set forth in Article 11 of these General Conditions, within the time period specified by applicable law, and within the time limits identified in the Contract Documents. The Contractor waives all claims and causes of action not commenced in accordance with this Section 12.06.

**12.07 Service of Notice**

- A. Notice. Written notice under the Contract Documents by either the Contractor or Port may be served on the other party by personal service, electronic or facsimile transmission, or delivery service to the last address provided in writing to the other party. For the purpose of measuring time, notice shall be deemed to be received by the other party on the next business day following the sender's electronic or facsimile transmittal or delivery by delivery service.

**12.08 Records**

- A. Contractor and Subcontractors to maintain records and cooperate with Port audit. The Contractor and Subcontractors of any tier shall maintain books, ledgers, records, documents, estimates, bids, correspondence, logs, schedules, emails, and other tangible and electronic data and evidence relating or pertaining to costs and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the Contract Documents and with all costs, charges and other amounts of whatever nature. The Contractor shall preserve these records for a period of six (6) years following the date of Final Acceptance under the Contract. Within seven (7) days of the Port's request, both during the Project and for six (6) years following Final Acceptance, the Contractor and Subcontractors of any tier shall make available at their office during normal business hours all records for inspection, audit and reproduction (including electronic reproduction) by the Port or its representatives; failure to fully comply with this requirement shall constitute a material breach of contract and a waiver of all claims by the Contractor and Subcontractors of any tier.
- B. Rights under RCW 42.56. The Contractor agrees, on behalf of itself and Subcontractors of any tier, that any rights under Chapter 42.56 RCW will commence at Final Acceptance, and that the invocation of such rights at any time by the Contractor or a Subcontractor of any tier, or their respective representatives, shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the Port.

**12.09 Statutes**

- A. Contractor to comply with Washington statutes. The Contractor shall abide by the provisions of all applicable statutes, regulations, and other laws. Although a number of statutes are referenced in the Contract Documents, these references are not meant to be and are not a complete list.

1. Pursuant to RCW 39.06, "Registration, Licensing of Contractors," the Contractor shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27, "Registration of Contractors," and shall satisfy all State of Washington bonding and insurance requirements. The Contractor shall also have a current state unified business identifier number; have industrial insurance coverage for the Contractor's employees working in Washington as required by Title 51 RCW; have an employment security department number as required by Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW, and; not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).
2. The Contractor shall comply with all applicable provisions of RCW 49.28, "Hours of Labor."
3. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60, "Discrimination."
4. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92, "Provisions in Buildings for Aged and Handicapped Persons," and the Americans with Disabilities Act.
5. Pursuant to RCW 50.24, "Contributions by Employers," in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for an acceptable bond.
6. The Contractor shall comply with pertinent provisions of RCW 49.17, "Washington Industrial Safety and Health Act," and Chapter 296-155 WAC, "Safety Standards for Construction Work."
7. Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-62-054 et seq., the Contractor shall provide to the Port and have copies available at the Project site, a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier.
8. All products and materials incorporated into the Project as part of the Work shall be certified as "asbestos-free" and "lead-free" by United States standards, and shall also be free of all hazardous materials or substances. At the completion of the Project, the Contractor shall submit certifications of asbestos-free and of lead-free materials certifying that all materials and products incorporated into the Work meet the requirements of this Section, and shall also certify that materials and products incorporated into the Work are free of hazardous materials and substances.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 RELATED WORK DESCRIBED ELSEWHERE**

- A. The provisions and intent of the Contract, including the General and Supplemental Conditions apply to this work as if specified in this section. Work related to this section is described throughout these Specifications.

### **1.02 SUBMITTAL REQUIREMENTS**

- A. Evidence of the required insurance within 10 days of the issued Notice of Award to the Contractor.
- B. Updated evidence of insurance as required until final completion.

### **1.03 CONTRACTOR LIABILITY INSURANCE**

- A. The Contractor shall secure and maintain until Final Completion, at its sole cost and expense, the following insurance in carriers reasonably acceptable to the Port, licensed in the State of Washington, registered with the Washington State Insurance Commissioner, and possessing an A.M. Best rating of "A-, FSC (6)" or better.
- B. The Port will be included as an additional insured for both ongoing and completed operations by endorsement to the policy using ISO Form CG 20 10 11 85 or forms CG 20 10 03 97 and CG 20 37 10 01 (or equivalent coverage endorsements). Also, by endorsement to the policy, there shall be an express waiver of subrogation in favor of the Port; a cross liabilities clause, and an endorsement stating that the Contractor's policy is primary and not contributory with any insurance carried by the Port. The inclusion of the Port as an additional insured shall not create premium liability for the Port.
- C. If the Contractor, Supplier or Subcontractor's will perform any work requiring the use of a licensed professional per RCW 18 the Contractor shall provide evidence to the Port of professional liability insurance in amounts not less than \$1,000,000.
- D. This insurance shall cover all of the Contractors' operations of whatever nature connected in any way with the Contract, including any operations performed by the Contractor's Subcontractors of any tier. It is the obligation of the Contractor to ensure that all Subcontractors (at whatever level) carry a similar program that provides the identified types of coverage, limits of liability, inclusion of the Port as an additional insured, waiver of subrogation and cross liabilities clause. The Port reserves the right to reject any insurance policy as to company, form, or substance. Contractor's failure to provide or the Port's acceptance of the Contractor's certificate of insurance does not waive the Contractor's obligation to comply with the insurance requirements of the Contract as specifically described below:
  - 1. Commercial General or Liability Insurance on an Occurrence Form Basis including but not limited to:
    - a. Bodily Injury Liability;
    - b. Property Damage Liability;
    - c. Contractual Liability;
    - d. Products - Completed Operations Liability;
    - e. Personal Injury Liability;
    - f. By endorsement to the policy, not exclude work within fifty feet of any railroad track.
  - 2. Comprehensive Automobile Liability including but not limited to:



- a. Bodily Injury Liability;
  - b. Property Damage Liability;
  - c. Personal Injury Liability;
  - d. Owned and Non-Owned Automobile Liability; and
  - e. Hired and Borrowed Automobile Liability.
3. Railroad protective liability issued in name of the railroad and in the limits required by the railroad.
  4. Contractor's Pollution Liability (CPL) covering claims for bodily injury, property damage and cleanup costs and environmental damages from pollution conditions arising from the performance of covered operations.
    - a. If the Work involves remediation or abatement of regulated waste to include but not limited to: asbestos containing materials, lead containing products, mercury, PCB, underground storage tanks or other hazardous materials or substances, the CPL policy shall not exclude such coverage or a specific policy covering such exposure shall be required from the Contractor and all Subcontractors performing such Work.
    - b. If the Work involves transporting regulated materials or substances or waste, a separate policy or endorsement to the CPL policy specifically providing coverage for liability and cleanup arising from an upset of collision during transportation of hazardous materials or substances shall be required from the Contractor and all Subcontractors performing such Work.
    - c. It is preferred that CPL insurance shall be on a true occurrence form without a sunset clause. However, if CPL insurance is provided on a Claims Made basis, the policy shall have a retroactive date prior to the start of this project and this insurance shall be kept in force for at least three years after the final completion of this project. Alternatively, the contractor at its option may provide evidence of extended reporting period of not less than three (3) years in its place. The Contractor shall be responsible for providing the Port with certificates of insurance each year evidencing this coverage.
    - d. The Port shall be named as an Additional Insured on the CPL policy.
- E. Except where indicated above, the limits of all insurance required to be provided by the Contractor shall be not less than \$2,000,000 for each occurrence and \$2,000,000 in the aggregate. However, coverage in the amounts of these minimum limits shall not be construed as to relieve the Contractor from liability in excess of such limits. The Additional Insured endorsement shall NOT be limited to the amounts specified by this contract unless expressly waived in writing by the Port of Tacoma.
  - F. Except where indicated above, the limits of all insurance required to be provided by the Contractor shall be not less than \$2,000,000 for each occurrence. However, coverage in the amounts of these minimum limits shall not be construed as to relieve the Contractor from liability in excess of such limits. The Additional Insured endorsement shall NOT be limited to the amounts specified by this contract unless expressly waived in writing by the Port of Tacoma.
  - G. Contractor shall certify that its operations are covered by the Washington State Worker's Compensation Fund. The Contractor shall provide its Account Number or, if self-insured, its Certificate of Qualification Number. The Contractor shall also provide evidence of Stop-Gap Employers' Liability Insurance.

- H. The Contractor shall furnish within ten (10) days following issuance of the notice of award a certificate of insurance satisfactory to the Port evidencing that insurance in the types and minimum amounts required by the Contract Documents has been secured. The Certificate of Insurance shall be signed by an authorized representative of the insurer together with a copy of the endorsement, which shows that the Port is named as additional insured.
- I. Contractor shall provide at least forty-five (45) days prior written notice to the Port of any termination or material change or ten (10) days notice in the case of non-payment of premium(s).
- J. If the Contractor is required to make corrections to the Work after Final Completion, the Contractor shall obtain at its own expense, prior to the commencement of any corrective work, insurance coverage as required by the Contract Documents, which coverage shall be maintained until the corrections to the Work have been completed and accepted by the Port.

#### 1.04 BUILDER'S RISK INSURANCE

- A. Until Final Completion of the Work, the construction Work is at the risk of the Contractor and no partial payment shall constitute acceptance of the Work or relieve the Contractor of responsibility of completing the Work under the Contract.
- B. Whenever the estimated cost of the Work is less than \$25,000,000, the Port will purchase and maintain, in a company or companies lawfully authorized and admitted to do business in Washington, property insurance written on a builder's risk "all-risk" including Earthquake and Flood with applicable sub-limits or equivalent policy form to cover the course of construction in the amount of the full insurable value thereof. This property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Port has an insurable interest in the property, whichever is later. This insurance shall include interests of the Port, the Contractor, and Subcontractors of any tier on the Project. There may be some differences between this Section and the builder's risk insurance secured by the Port; therefore, the Contractor shall provide an "installation floater" or similar property coverage for materials not yet installed, whether stored on site or off site or in transit, and the Contractor shall obtain property coverage for all Contractor-owned equipment and tools - each loss may be subject to a deductible. Losses up to the deductible amount shall be the responsibility of the Contractor. All tools and equipment not intended as part of the construction or installation will be the sole responsibility of the Contractor.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - PRODUCTS - NOT USED**

**END OF SECTION**

## PART 1 - GENERAL

### 1.01 PREVAILING AND OTHER REQUIRED WAGES

- A. The Contractor shall pay (and shall ensure that all Subcontractors of any tier pay) all prevailing wages and other wages (such as Davis-Bacon Act wages) applicable to the Project.
- B. Pursuant to RCW 39.12, "Prevailing Wages on Public Works," no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the "prevailing rate of wage" in effect as of the date that bids are due.
  - 1. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **September 2, 2015**.
- C. The State of Washington prevailing wage rates applicable for this public works project, which is located in Pierce County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

- D. The schedule of the prevailing wage rates is made a part of the Contract Documents by reference as though fully set forth herein; and a copy of the applicable prevailing wage rates are also available for viewing at the Port Administration Building, located at One Sitcum Plaza, Tacoma, WA 98421 (253-383-5841). Upon request to the Procurement Department at [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com), the Port will email or mail a hard copy of the applicable Journey Level prevailing wages for this project.
- E. Questions relating to prevailing wage data should be addressed to the Industrial Statistician.

Mailing Address: Washington State Department of Labor and Industries  
Prevailing Wage Office  
P.O. Box 44540  
Olympia, WA 98504

Telephone: (360) 902-5335

Facsimile: (360) 902-5300

- 1. If there is any discrepancy between the attached or provided schedule of prevailing wage rates and the published rates applicable under WAC 296-127-011, or if no schedule is attached, the applicable published rates shall apply with no increase in the Contract Sum. It is the Contractor's responsibility to ensure that the correct prevailing wage rates are paid.
- F. Statement to Pay Prevailing Wages
    - 1. Prior to any payment being made by the Port under this Contract, the Contractor, and each Subcontractor of any tier, shall file a Statement of Intent to Pay Prevailing Wages under oath with the Port and certified by the Director of Labor and Industries. The statement shall include the hourly wage rate to be paid to each classification of workers entitled to prevailing wages, which shall not be less than the prevailing rate of wage, and the estimated number of workers in each classification employed on the Project by the Contractor or a Subcontractor of any tier, as well as the Contractor's contractor registration number and other information required by the Director of Labor and Industries. The statement, and any supplemental statements, shall be filed in accordance with the

requirements of the Department of Labor and Industries. No progress payment shall be made until the Port receives such certified statement.

- G. The Contractor shall post in a location readily visible to workers at the Project site (1) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician of the Department of Labor and Industries and (2) the address and telephone number of the Industrial Statistician of the Department of Labor and Industries to whom a complaint or inquiry concerning prevailing wages may be directed.
- H. If a State of Washington prevailing wage rate conflicts with another applicable wage rate (such as Davis-Bacon Act wage rate) for the same labor classification, the higher of the two shall govern.
- I. Pursuant to RCW 39.12.060, if any dispute arises concerning the appropriate prevailing wage rate for work of a similar nature, and the dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his or her decision shall be final and conclusive and binding on all parties involved in the dispute.
- J. Prior to final payment being made by the Port under this Contract, the Contractor, and each Subcontractor of any tier, shall file an approved Affidavit of Wages Paid with the Port.
- K. The Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify and hold the Port harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs and expenses, whether direct, indirect, including but not limited to attorneys' fees and consultants' fees and other costs and expenses, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or Chapter 51 RCW ("Industrial Insurance"), including but not limited to RCW 51.12.050.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

**PART 1 - GENERAL**

1.01 REQUIREMENTS APPLICABLE PORT-WIDE

- A. The Contractor shall submit prior to the start of work a list of emergency contact numbers for itself and subcontractors, suppliers and manufacturer representatives. Each person on the project site shall have a valid identification card that is tamper proof with laminated photo identification such as one of the following:
1. State-issued Driver's license (also required if driving a vehicle)
  2. Card issued by a governmental agency
  3. Passport
  4. Identification card issued by the Port of Tacoma
  5. Pacific Maritime Association card, or
  6. Labor organization identification card
- B. Identification cards shall be visible while on the work site or easily displayed when requested.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

**PART 1 - GENERAL**

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. The provisions and intent of the Contract, including the General Conditions and General Requirements, apply to this work as if specified in this section.

1.02 SCOPE

- A. The accompanying Drawings and Specifications show and describe the location and type of Work to be performed under this project. Work is more specifically defined on the drawings listed in Section 00 01 15.
  - 1. The Work under this contract is to provide, furnish and install all labor, materials and equipment required to complete the work, installed, tested, and ready for use, and as described in these documents.
  - 2. The Replacement of Railway Track Turnouts at South Intermodal Yard generally consists of:
    - a. Remove and replace existing turnouts and ballast at five locations within the intermodal yard.
    - b. Surface, line, and tamp track to the geometry shown on plans and specifications.

1.03 LOCATION

- A. The work is located within the South Intermodal Yard of the Port of Tacoma at:  
  
1123 & 1939 Milwaukee Way  
  
Tacoma, WA 98422

1.04 PORT PROVIDED MATERIALS

- A. Contractor shall provide all materials required for completion of the Work, except those materials listed in Section 01 64 00 – Owner Furnished Products

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### 1.01 SECTION INCLUDES

- A. This Section specifies work sequence and constraints.
- B. Sequence of construction: Plan the sequence of construction to accommodate all the requirements of the specifications. The Contract Price shall include all specified requirements as described in this Section.

### 1.02 CONTRACTOR ACCESS AND USE OF PREMISES

- A. Activity Regulations
  - 1. Ensure Contractor personnel deployed to the project become familiar with and follow all regulations or restrictions established by the Engineer.
- B. Working Facility
  - 1. The Intermodal Yard will remain in operation for the duration of construction. The Contractor shall conduct all items of the Work in such a manner as to prevent interference with the normal operations of the Facility. Coordination between the Contractor and the Tenant shall be through the Engineer.
  - 2. Rails adjacent to turnouts being replaced will be operational during the time repairs are being made. Contractor must be cognizant of moving trains including prescribed clearances and flagger requirements for operational rails.
  - 3. Cargo handling equipment and ancillary vehicles will also be in use during construction operations. The Contractor shall make sure that work and safety plans take this into account.
  - 4. Daily coordination of planned construction activities with the South Intermodal Yard supervisor through the Engineer is mandatory.
- C. Work Site Regulations
  - 1. Keep within the limits of work and assigned avenues of ingress and egress. Do not enter any areas outside the work location unless previously coordinated with and approved by the Engineer. The Contractor must comply with the following conditions:
    - a. Restore all common areas to a clean and useable condition that permits the resumption of Tenant operations after the Contractor ceases daily work.
    - b. Be responsible for control and security of Contractor-owned equipment and materials at the work site. Report to Port Security (phone (253) 383-9472) any missing/lost/stolen property.
    - c. Ensure all materials, tools and equipment will be removed from the site or secured within the designated laydown area at the end of each shift.

### 1.03 CONSTRAINTS - GENERAL

- A. Constraints for Work at Site
  - 1. Requests for Track Outages:
    - a. Outages for track must be requested through the Engineer a minimum of 5 days before they are scheduled to occur. Outages ultimately are controlled and granted by the Tenant and may not be granted for the exact dates and times requested.

- b. While on-site the Contractor must be cognizant of moving trains and cargo handling equipment during construction tasks.

**PART 2 - PRODUCTS**

**PART 3 - EXECUTION**

**END OF SECTION**



## **PART 1 - GENERAL**

### **1.01 RELATED WORK DESCRIBED ELSEWHERE**

- A. The provisions and intent of the Contract, including the General and Supplemental Conditions apply to this work as if specified in this section. Work related to this section is described throughout these Specifications.
- B. Individual submittals are required in accordance with the pertinent sections of these Specifications

### **1.02 PAYMENT PROCEDURES**

- A. Monthly pay estimates shall clearly identify the work performed for the given time period based on the approved Schedule of Values.
  - 1. At the Pre-construction meeting, the Engineer and the Contractor shall agree upon a date each month when payment applications shall be submitted.
- B. Prior to submitting a payment application, the Contractor and Engineer shall meet each month to review the work accomplished to determine the actual quantities including labor, materials and equipment charges to be billed.
  - 1. Prior to the payment application meeting, the Contractor shall submit to the Engineer all measurement documentation as referenced in these contract documents; to include all measurement by weight, volume or field.
  - 2. For all change work being done on a force account basis, the Contractor shall submit prior to meeting with Engineer all Force Account back-up documentation as required to process the payment application where Force Account work is being billed. The Engineer and the Contractor shall review the documentation at the payment application meeting to verify quantities and review the work accomplished.
  - 3. The Contractor shall bring a copy of all documentation to the pay application meeting with the Engineer.
- C. Following the Engineers' review, the Contractor shall prepare an original pay estimate with complete supporting documentation attached and submit it electronically using Adobe PDF file format to [cpinvoices@portoftacoma.com](mailto:cpinvoices@portoftacoma.com)
- D. An estimated cashflow statement projecting the Contractor's monthly billings on the project shall be submitted with each payment application.

### **1.03 PAYMENT PRICING**

- A. Pricing for the various lump sum or unit prices in the Bid Form, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the work in accordance with the requirements of the Contract Documents.
- B. Pricing also includes all costs of compliance with the regulations of public agencies having jurisdiction, including safety and health requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).
- C. No separate payment will be made for any item that is not specifically set forth in the Bid Form, and all costs therefore shall be included in the prices named in the Bid Form for the various appurtenant items of work.

- D. All other work not specifically mentioned in the measurement and payment sections identified below shall be considered incidental to the work performed and merged into the various unit and lump sum prices bid. Payment for work under one item will not be paid for under any other item.
- E. The Port of Tacoma reserves the right to make changes should unforeseen conditions necessitate such changes. Where work is on a unit price basis, the actual quantities occasioned by such changes shall govern the compensation.

#### 1.04 LUMP-SUM MEASUREMENT

- A. Lump-sum measurement will be for the entire item, unit of Work, structure, or combination thereof, as specified and as indicated in the Contractor's submitted bid.
  - 1. If the Contractor requests progress payments for lump-sum items, such progress payments will be made in accordance with an approved schedule of values. The quantity for payment for completed work shall be an estimated percentage of the lump sum amount, agreed to between the Engineer and Contractor, payable in monthly progress payments in increments proportional to the work performed in amounts as agreed between the Engineer and the Contractor.

#### 1.05 MEASUREMENT OF QUANTITIES FOR UNIT PRICES

- A. Measurement Standards:
  - 1. All Work to be paid for at a contract price per unit measurement, as indicated in the Contractor's submitted bid, will be measured by the Engineer in accordance with United States Standard Measures.

#### 1.06 REJECTED, EXCESS, OR WASTED MATERIALS

- A. Quantities of material wasted or disposed of in a manner not called for under the Contract; rejected loads of material, including material rejected after it has been placed by reasons of the failure of the Contractor to conform to the provisions of the Contract; material not unloaded from the transporting vehicle; material placed outside the lines indicated on the Contract Drawings or established by the Engineer; or material remaining on hand after completion of the Work, will not be paid for, and such quantities shall not be included in the final total quantities. No additional compensation will be permitted for loading, hauling, and disposing of rejected material.

#### 1.07 MEASUREMENT AND PAYMENT

- A. Item #1: Mobilization and Demobilization
  - 1. Payment for MOBILIZATION AND DEMOBILIZATION shall be for preparatory work and operations performed by the Contractor including, but not limited to completion and submittal and approval of the following:
    - a. All bonds and insurance certificates
    - b. Construction Site Safety and Security Plan (CSSP)
    - c. Initial Submittal Schedule
    - d. Schedule of Values
    - e. Detailed CPM progress schedule
    - f. Pre-construction photographs and videotapes
    - g. Submittal of Inspection and Test Plan

- h. Erosion and Sediment Control Plan
  - i. Hazardous and Contaminated Substance Health and Safety Plan
  - j. Establishing Contractor's Project Manager, Superintendent, and other required specified personnel on the Work site full time.
  - k. Furnishing and installing all temporary facilities and controls as needed for the safe and proper completion of the work, including utilities, sanitary facilities, barriers and enclosures, fences, staging and entrance areas, and field offices, as specified.
2. Mobilization and Demobilization shall be paid at the lump sum price listed in the Contractor's submitted bid. Incremental payment shall be made for each location as follows:
- a. 40% after completion of 5% of the total contract amount of other bid items have been earned.
  - b. 40% after completion of 20% of the total contract amount of other bid items have been earned.
  - c. 20% after completion of all work on the project has been completed, including cleanup and acceptance of the project by the Port.
- B. Item #2 through #6: REMOVE AND REPLACE TURNOUTS.
- 1. Item Description: The Work of these items are for complete and fully functional turnouts which includes receiving, inspecting and installing Port provided materials as well as removing existing turnout, salvaging select materials, removing and stockpiling ballast on site for testing by Port; loading, transporting and disposing of spoils, furnishing and placing geotextile, provide materials not furnished with Port furnished materials, build turnout, provide, place and compact ballast, install turnout, surface, line and dress, and adjust turnout. Provide TESC Measures and include delays due to yielding to railyard activity. Work shall include location specific variations to the standard turnout detail. Provide flagger with adequate flagger time to safely perform the work for the full duration of each installation.
  - 2. Measurement: This item will be measured based on a percentage complete, determined by the Engineer, for the overall lump sum amount at each location.
  - 3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXEUCION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### **1.02 SUMMARY**

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

### **1.03 SUBMITTALS**

- A. The Contractor shall submit the following documentation to the Port:
  - 1. List of Labor Rates
    - a. For the Contractor and each subcontractor, a list of labor rates for each trade applicable to the scope of work to be performed. These submitted rates shall be broken down to include the base wage, fringes, FICA, SUTA, FUTA, industrial insurance and medical aid premiums as stated in the General Conditions. The rates shall not contain any travel time, safety, loss efficiency factors, overhead or profit. Rates shall be submitted for straight time, overtime and double time in a form acceptable to the Engineer. Contractor shall provide proof of all labor rate costs as required by the Engineer including the submission of a copy of the most current Workers Compensation Rate Notice from Labor & Industries and a copy of the Unemployment Insurance Tax Rate notice from the Employment security department.
      - 1) If labor rates change during the course of the project or additional labor rates become required to complete the work, the Contractor shall submit new rates for approval.
  - 2. List of Equipment.
    - a. Submit for the Contractor and each subcontractor, a list of equipment and rates applicable to the scope of work to be performed. The equipment rates shall conform to the rates shown on Equipment Watch. A separate page from equipment watch detailing the hourly rate shall be submitted as backup documentation for each piece of equipment.
      - 1) If the list of equipment and/or equipment rates changes during the course of the project or additional equipment becomes required to complete the work, the Contractor shall submit a new list and rates for approval.
  - 3. No applications for payment or change orders will be processed for the Contractor until labor and equipment rates have been submitted and approved.

### **1.04 METHOD TO CALCULATE ADJUSTMENTS TO CONTRACT PRICE**

- A. One of the following methods shall be used:
  - 1. Unit Price Method;
  - 2. Firm Fixed Price Method (Lump Sum); or,
  - 3. Time and Materials Method (Force Account).
- B. The Port preferred methods are firm fixed price or unit prices.

### 1.05 MINOR CHANGES IN THE WORK

- A. Engineer will issue a written directive authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

### 1.06 PROPOSAL REQUESTS

- A. Port-Initiated Proposal Requests: The Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Contractor shall submit a written proposal within the time specified in the General Conditions. The proposal shall represent the Contractor's offer to perform the requested work, and the pricing set forth within the proposal shall represent full, complete, and final compensation for the proposed change and any impacts to any other Contract Work, including any adjustments in the Contract Time.
    - a. Include a breakdown of the changed work in sufficient detail that permits the Engineer to substantiate the costs.
      - 1) Generally, the cost breakdown should be divided into the time and materials categories listed in the General Conditions under Article 8.02B for either Lump Sum Proposals or Force Account Proposals.
      - 2) For Unit Price Proposals, include the quantity and description of all work involved in the unit pricing being proposed, along with a not to exceed total cost.
    - b. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or differing site conditions require modifications to the Contract, the Contractor may initiate a claim by submitting a request for a change to the Engineer.
  - 1. Notify the Engineer immediately upon finding differing conditions prior to disturbing the site.
  - 2. Provide follow-up written notification and differing site conditions proposal within the time frames set forth in the General Conditions.
  - 3. Provide the differing site condition change proposal in the same or similar manner as described above under 1.04.A.
  - 4. Comply with requirements in Section 01 25 00 Substitution Procedures During Construction if the proposed change requires substitution of one product or system for product or system specified.
  - 5. Proposal Request Form: Use form acceptable to Engineer.

### 1.07 PROCEEDING WITH CHANGED WORK

- A. The Engineer may issue a directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order per the General Conditions, Article 8.01.E.

1. The directive will contain a description of change in the Work and a not-to exceed amount. It will designate the method to be followed to determine the change in the Contract Sum or the Contract Time.

#### 1.08 CHANGE ORDER PROCEDURES

##### A. Issuance of Change Order

1. On approval of the Contractor's proposal, and following successful negotiations, the Engineer will issue a Change Order for signature by the Contractor and execution by the Engineer.
  - a. The Contractor shall sign and return the Change Order to the Engineer within **four (4) days** following receipt of the Change Order from the Engineer. If the Contractor fails to return the signed Change Order within the allotted time, the Engineer may issue a Unilateral Change Directive.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### 1.01 SUMMARY

- A. This section includes specifications for preparation, format, and submittal of Schedule of Values.
- B. The Schedule of Values will establish unit prices for individual items of work.
- C. The Schedule of Values will be the basis for payment of contract work.

### 1.02 PREPARATION

- A. To facilitate monthly pay requests, develop the Schedule of Values based on the Contractor's submitted Bid. The schedule of Values shall be used to provide an allocation of the Work for measurement and payment to a level of detail to ensure accurate payment for the Work accomplished.
- B. Obtain the agreement of the Engineer on the Schedule of Values. No payment will be made prior to an agreed upon Schedule of Values.
- C. Include an updated version of the Schedule of Values as changes occur. Update the Schedule of Values to include:
  - 1. Amount earned and percent complete for the current progress payment period.
  - 2. Amount earned and percent complete to-date, excluding the current progress payment period.
  - 3. Total amount earned and percent complete to-date.
  - 4. Total amount remaining
  - 5. Changes resulting from Change Orders
- D. The total value of the line items in the Schedule of Values plus any approved Change Orders shall be equal to the current approved contract price.
- E. The value of stored material shall be identified in the Schedule of Values with both a material-purchase activity and a separate corresponding installation activity in the Construction Schedule(s).
- F. Include as exhibits, drawings or sketches as necessary, to better define the limits of pay items that are in close proximity and that have no clear boundary in the Contract Drawings.

### 1.03 SUBMITTAL

- A. Submit preliminary Schedule of Values within 10 days of the effective date of the Notice to Proceed.
- B. Submit corrected Schedule of Values within 10 days upon receipt of reviewed Schedule of Values.
- C. At the Engineer's request, submit documentation substantiating the cost allocations for line items within the Schedule of Values.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION**

### 3.01 SCHEDULE OF VALUES

- A. Submit the Schedule of Values in a form acceptable to the Engineer.

1. Additional task breakdown must roll-up to the total for the relevant Bid Item as identified on the original Bid Form submitted by the Contractor.
- B. Provide updated Schedule of Values as required by the Engineer and as indicated in the Contract Documents.

**END OF SECTION**



## **PART 1 - GENERAL**

### 1.01 SCOPE

- A. The purpose of this section is to provide the framework for communication between the Port and the Contractor by defining the types and timing of administrative tasks including meetings and other items related to communications.

### 1.02 NOTICE TO PROCEED

- A. Contract execution will be made per the requirements of the Contract Documents. Once the contract has been executed and all pre-work submittals have been received, the Engineer will issue a Notice to Proceed (NTP).
  - 1. In certain instances, the Engineer may issue to the Contractor a Limited NTP for specified elements of the work described in these Contract Documents.
- B. The Contractor shall submit all pre-work submittals within 10 days of contract execution.
  - 1. A list of all pre-work submittals required for NTP is attached to this section.
  - 2. No contract time extension shall be granted for any delays in issuance of the NTP by the Engineer due to the Contractor's failure to provide acceptable submittals required by the Contract Documents.

### 1.03 SUBMITTALS

- A. List of Contractor and Subcontractor Personnel
  - 1. Submit list as required in section 00 73 63 – Security Requirements

### 1.04 COORDINATION

- A. The Contractor shall coordinate all work activities through the Engineer.
- B. The Contractor shall coordinate construction operations as required to execute the Work efficiently, to obtain the best results where installation of one part of the Work depends on other portions.

### 1.05 PROJECT MEETINGS

- A. Pre-Construction Meeting
  - 1. After execution of the contract but prior to commencement of any work at the site, a mandatory one time meeting will be scheduled by the Engineer to discuss and develop a mutual understanding relative to the administration of the safety program, preparation of the schedule of values, change orders, RFI's, submittals, scheduling prosecution of the work. Major subcontractors who will engage in the work shall attend.
  - 2. Suggested Agenda: The agenda will include items of significance to the project. A sample agenda is attached to this section.
  - 3. Location of the Pre-Construction Meeting will be held at the Port of Tacoma Administration Building located at One Sitcum Plaza.
- B. Weekly Progress Meetings – Progress meetings include the Contractor, Engineer, consultants and others affected by decisions made.
  - 1. The Engineer will arrange meetings, prepare standard agenda with copies for participants, preside at meetings, record minutes and distribute copies within ten working days to the Contractor, meeting participants, and others affected by decisions made.

2. Attendance is required for the Contractor's job superintendent, major subcontractors and suppliers, Engineer, and representatives of the Port as appropriate to the agenda topics for each meeting.
3. Standard Agenda
  - a. Review minutes of previous meeting.
  - b. Review of work progress.
  - c. Field observations, problems, and decisions.
  - d. Identification of problems that impede planned progress.
  - e. Maintenance of Progress Schedule (3 weeks ahead; 1 week back).
  - f. Corrective measures to regain projected schedules.
  - g. Planned progress during succeeding work period.
  - h. Coordination of projected progress.
  - i. Maintenance of quality and work standards.
  - j. Effect of proposed changes on progress schedule and coordination.
  - k. Demonstration that the project record drawings are up-to-date.
  - l. Other business relating to the work.

C. Cost Meeting

1. A separate cost meeting may be set up by the Engineer to discuss RFI's (or any other issues) that may cause scope, schedule or monetary changes to the contracts in more detail than necessary at the progress meeting. The Engineer will arrange, host and provide an agenda for cost meetings. Attendees would include the Engineer, Contractor's job superintendent and others as invited.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 RELATED WORK DESCRIBED ELSEWHERE**

- A. The provisions and intent of the Contract, including the General Conditions apply to this work as if specified in this section. Work related to this section is described throughout these Specifications
- B. Individual submittals required in accordance with the pertinent sections of these specifications. Other submittals may be required during the course of the project and are considered part of the normal work to be completed under the Contract.

### **1.02 SUBMITTAL LOG**

- A. Contractor shall, within 10 days after Contract Award prepare and submit for Engineer approval a detailed log of all the submittals required under this Contract, (excluding submittals required under Division 00) along with any other submittals identified by the Port or Contractor. The log shall include, but not be limited to, schedules, required work plans, equipment and material data sheets, shop fabrication drawings, project records, test results, survey records, record drawings, and all other items for which a submittal is required. The submittal log shall be organized by CSI Specification Division, and Section number and include the following information:
  - 1. Submittal Number
  - 2. Item identification.
  - 3. Scheduled submittal date, date returned, date approved.
  - 4. Date submittal or material is needed by the Contractor to support Construction Schedule.
  - 5. After the submittal log is reviewed and approved by the Engineer, it shall become the basis for the submittal of all items by Contractor.

### **1.03 COMPLIANCE**

- A. Failure to comply with these requirements shall be deemed as the Contractor's agreement to furnish the exact materials specified or materials selected by the Engineer based on these specifications.

### **1.04 SHOP DRAWINGS AND MANUFACTURERS' LITERATURE**

- A. The Port will not accept shop drawings that prohibit the Port from making copies for its own use.
- B. Shop drawings shall be prepared accurately and to a scale sufficiently large to indicate all pertinent features of the products and the method of fabrication, connection, erection, or assembly with respect to the work.
- C. All drawings submitted to the Engineer for approval shall be drawn to scale as ANSI D
- D. Required electronic formats for these drawings are as follows:
  - 1. AutoCad DWG
  - 2. PDF - Formatted to print to half-scale using 11x17 paper.
- E. Catalog cuts, data sheets or brochures shall show the type, size, ratings, style, color, manufacturer, and catalog number of each item and be complete enough to provide for positive and rapid identification in the field. General catalogs or partial lists will not be accepted. Manufacturers' original electronic files are required for submitting.

### 1.05 SUBMITTAL REVIEW

- A. After review by the Engineer, each submittal will be returned to the Contractor with a form indicating one or more of the following:
1. No Exceptions Taken: Accepted subject to its compatibility with future submittals and additional partial submittals for portions of the work not covered in this submittal. It does not constitute approval or deletion of specified or required items not shown in the partial submittal.
  2. Make Corrections Noted: Similar to Item 1, except minor corrections noted by the Engineer shall be made by Contractor without need to resubmit.
  3. Reviewed – Submittal has been reviewed by the Engineer. This does not constitute approval. The Contractor is responsible for requirements in submittal.
  4. Review as Noted – Submittal has to be reviewed by the Engineer with comments as noted.
  5. Revise and Resubmit. Rejected for inconsistencies or errors. Resolve or correct before next submittal.
- B. Submittals marked "No Exceptions Taken" authorizes Contractor to proceed with procurement, fabrication and construction covered by the submittal.
- C. Submittals marked "Make Corrections Noted" or "Reviewed as Noted" authorizes Contractor to proceed with procurement, fabrication and construction by incorporating corrections or notations into the initial submittal.
- D. Submittals and submittal components marked "Revise and Resubmit" or "Rejected-," require the Contractor to make the noted and necessary corrections before resubmitting a revised version to the Engineer for review. Shop fabrication drawing revisions shall be identified by number, date, and subject in the revision block, and shall associate the latest changes by the revision number inside a triangle in or adjacent to the clouding indicating location of revised items and areas.
- E. Submittals authorized by the Engineer do not in any case supersede the Contract Documents. Approval by the Engineer shall not relieve the Contractor of the responsibility to conform to the Drawings and Specifications, or to correct details when in error, or ensure proper fit of parts when installed. A submittal review by the Engineer shall not relieve Contractor of its responsibility for errors therein and shall not be regarded as assumption of risk or liability by the Port or its officers, employees, or representatives. Contractor shall have no claim under the Contract on account of failure or partial failure, or inefficiency or insufficiency of any plan or method of work, or material and equipment so accepted. Favorable review means that the Port has no objection to Contractor using, upon its own full responsibility, the plan or method of work proposed, or furnishing the material and equipment proposed.
- F. It is considered reasonable that the Contractor's submittals shall be complete and acceptable by at least the second submission of each submittal. The Port reserves the right to deduct monies from payments due Contractor to cover additional costs for review beyond the second submission.

### **PART 2 - PRODUCTS - NOT USED**

### **PART 3 - EXECUTION**

#### 3.01 PREPARATION OF SUBMITTALS

- A. The Contractor shall develop, review, and submit all shop drawings, product data, calculations, catalog cuts, brochures including samples which must be hand-delivered. Notes, clouding,

arrows or other post document generation notations must be applied directly into the electronic file using software designed for that purpose. Each submittal which can be, must sent in electronic format using email or reuseable usb flash drive.

- B. A separate submittal shall be prepared for each product or procedure and shall be further identified by referencing the Specification Section and paragraph number. Each submittal shall be numbered consecutively. An example of the numbering protocol is given here: Submittal "26 05 33-001" is for Electrical PVC Schedule 80 Conduit. Rejected packages when resubmitted require a one-to-one incrementation of .1 for each instance of resubmittal, such that 26 05 33-001 becomes 26 05 33-001.1 at the first resubmittal and becomes 26 05 33-001.2 at the second resubmittal.
- C. A separate submittal shall be prepared for each product or procedure and shall be further identified by referencing the Specification Section and paragraph number and each submittal shall be numbered consecutively.
- D. Product submittals that cannot be accomplished electronically shall be accompanied by a printed version of the transmittal form. These submittals will be hand delivered to the Port offices at One Sitcum Plaza, Attention: Engineering Department - Jan Shawyer.
- E. Shop and detail drawings shall be submitted in related packages. All equipment or material details which are interdependent or related must be submitted indicating the complete installation. Submittals shall not be altered once marked "No Exceptions Taken" Revisions shall be clearly marked and dated. Major revisions must be submitted for approval.
- F. The Contractor shall validate and affirm in writing accompanying the submittal that a thorough review of submitted items and actions within the submittal has taken place prior to sending to the Engineer. The Contractor is responsible for coordination with other parts of the work.
- G. Components or materials which arrive at the job site prior to approval by the Engineer shall be subject to rejection and removal from the premises.
- H. Contractor submittal packages must be approved by the Engineer before the relevant scheduled task may commence. The Contractor is responsible to provide complete and accurate product submittals to the Engineer for review a minimum of 10 days before the Contractor required response date.

### 3.02 ORDER OF SUBMITTALS

- A. The following table indicates contractual milestones for pre-work submittals, by Section Number. Type indicates which contractual action is driving the submittal for it to be received, reviewed and found acceptable by the Port. The list is not complete but is provided to help identify the scope of this process.
  1. PN (pre-NTP) must be submitted and accepted before issuance of notice to proceed
  2. PA (pre-pay application) must be submitted and accepted before pay applications will be processed.
  3. PT (pre-task) must be submitted and accepted before work in field may begin.

SECTION NUMBER	DESCRIPTION	TYPE
00 72 00	GENERAL CONDITIONS	
	PROGRESS SCHEDULE	PN
00 73 46	INTENT TO PAY PREVAILING WAGES	PA

00 73 63	EMERGENCY CONTACT NUMBERS	PN
01 26 00	LABOR AND EQUIPMENT RATES	PA
01 29 73	SCHEDULE OF VALUES	PA
01 35 29	HEALTH AND SAFETY AND EMERGENCY RESPONSE PROCEDURES	PN
01 35 29	SPILL PROVENTION CONTROL AND COUNTERMEASURE PLAN	PN
01 50 00	TEMPORARY FACILITIES AND CONTROLS WORK PLAN	PN
01 57 13	STORMWATER POLLUTION PREVENTION PLAN	PN
01 74 19	CONSTRUCTION WASTE MANAGEMENT PLAN	PN
02 41 13	SELECTIVE DEMOLITION - DEMOLITION MANAGEMENT PLAN	PN
34 05 17	RAILROAD WORK	
	JOINT AND COMP BARS	PT
	TIE PLATES, RODS AND FASTENERS FOR TURNOUTS	PT
34 11 16	FIELD WELDING - RAIL WELDING MATERIAL AND EQUIPMENT	PT
34 11 23	SPECIAL TRACKWORK	
	SPECIAL PLATES	PT
	ADDITIONAL STOCK RAIL	PT
	WOOD TIES	PT
	SWITCH DESIGNATOR PLATES	PT

3.03 MAINTENANCE OF SUBMITTAL LOG

- A. Prepare and submit for Port review a detailed submittal log conforming to the requirements of paragraph 1.02 of this section as a minimum. The Engineer approved submittal log will be used by the Contractor to track the life cycle status of each submittal. Provide an updated copy of the submittal log to the Engineer at each weekly progress meeting.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 DESCRIPTION OF WORK**

- A. The work includes the requirements for health and safety provisions necessary for all work at the site for this project. The work also includes compliance with all laws, regulations and ordinances with respect to safety, noise, dust, fire and police action, civil disobedience, security or traffic.
- B. Some of the work tasks may place workers in the potential position of coming into contact with regulated building materials, waste, or environmental media. Detailed information regarding the known nature and extent of refuse and regulated materials in the project area is included in Section 01 35 43.19 Existing Hazardous Material Information.
- C. The Contractor shall monitor site conditions for indications of identified and other potentially hazardous, dangerous, and/or regulated materials (suspicious material). Indicators of suspicious material include, but are not limited to, refuse, oily sheen or coloring on soil or water, or oily or chemical odors. If suspicious materials are encountered, the Contractor shall stop all work in that area and notify the Engineer immediately.

### **1.02 SUBMITTALS**

- A. Prior to the start of any Work, the Contractor shall provide a site specific Health and Safety Plan (HASP), which meets all the requirements of local, state and federal laws, rules and regulations. The HASP shall address all requirements for general health and safety and shall include but not be limited to:
  - 1. Description of work to be performed and anticipated chemical and/or physical hazards associated with the work.
  - 2. Map of the site(s) illustrating the location of the anticipated hazards and areas of control for those hazards (including containments, exclusion/work zones, and contaminant reduction/decontamination zones).
  - 3. Hazardous material inventory and safety data sheets (SDSs) for all chemicals which will be brought on site.
  - 4. Signage appropriate to warn site personnel and visitors of anticipated site hazards.
  - 5. Documentation that the necessary workers have completed the required Hazardous Waste Operations and Emergency Response (HAZWOPER) training.
  - 6. Engineering controls/equipment to be used to protect against anticipated hazards.
  - 7. Personal protective equipment and clothing including head, foot, skin, eye, and respiratory protection.
  - 8. Procedures which will be used for:
    - a. Hot work;
    - b. Suspicious materials and/or unidentified materials;
    - c. Odorous conditions and toxic gases.
  - 9. Site housekeeping procedures and personal hygiene practices.
  - 10. Personnel and equipment decontamination plan.
  - 11. Railroad safety procedures.

12. Administrative controls.
  13. Emergency plan including locations of and route to nearest hospital.
  14. Recordkeeping including:
    - a. Documentation of appropriate employee training (e.g., Hazardous Waste Operations and Emergency Response [HAZWOPER] 40-hour training for staff involved with excavation and handling of soil)
  15. Name and qualification of person preparing the HASP and person designated to implement and enforce the HASP.
  16. Excavation, stockpiling, and truck loading procedures.
  17. Lighting and sanitation.
  18. Signatory page for site personnel to acknowledge receipt, understanding, and agreement to comply with the HASP.
- B. Prior to the start of any Work, the Contractor shall provide a site specific Spill Prevention, Control and Countermeasures (SPCC) Plan, which meets all the requirements of local, state and federal laws, rules and regulations.
- C. Contractor may submit the HASP and SPCC Plan as one comprehensive document or may submit the plans as separate documents.

### 1.03 POTENTIAL CHEMICAL HAZARDS

- A. Site Contaminants
1. The Contractor must provide site workers with Hazard Communication standard information for potential site contaminants (in accordance with WAC 296-843). The Contractor shall ensure that all site workers are aware of and understand this information. Additional information shall also be provided by the Contractor, as necessary, to meet the Hazard Communication Standard and HASP requirements as noted in WAC 296-901-14010 and 296-843. Workers shall be instructed on basic methods or techniques to assist in detecting suspicious material.
- B. Potential Exposures Routes
1. Inhalation: Airborne dusts, fibers, particulates, or vapors may be released during site activities.
  2. Skin and Eye Contact: Dusts generated during site work activities may settle on the skin or clothing of site workers. Also, workers may contact potentially regulated sediments, or water, in the normal course of their work. Precautions to prevent skin or eye contact with hazardous materials will be included in the HASP.
  3. Ingestion: Inadvertent transfer of site contaminants from hands or other objects to the mouth could occur if site workers eat, drink, smoke, chew tobacco, or engage in similar activities in work areas. This could result in ingestion of site contaminants. Precautions to prevent accidental or inadvertent ingestion of hazardous materials will be included in the HASP.
- C. Chemical hazards may also result from Contractor operations resulting in inadvertent release of fuel, oil, or other chemicals in a manner that would expose workers.



#### 1.04 POTENTIAL PHYSICAL AND OTHER HAZARDS

- A. The Work of the Contractor is described elsewhere in these specifications. Precautions to prevent all anticipated physical and other hazards, including heavy equipment and vessels, shall be addressed in the HASP.
- B. Specific aspects of construction resulting in physical hazards anticipated for this project include, but are not limited to the following:
  - 1. Major hazards associated with earthwork impacts from moving construction vehicles and trucks, noise, thermal stress, contact with unguarded machines, excavation hazards (i.e., cave-in, utility, etc.), strains from heavy lifting, and reduced visibility and communications difficulties in work area.
  - 2. Operation of equipment, including excavators, loaders, and related equipment, presenting hazards of entrapment, ensnarement, and being struck by moving parts.
- C. Other anticipated physical hazards:
  - 1. Heat stress, such as that potentially caused by impermeable clothing (may reduce the cooling ability of the body due to evaporation reduction).
  - 2. Cold stress, such as that potentially caused during times when temperatures are low, winds are high, especially when precipitation occurs during these conditions.
  - 3. Biological hazards, such as mold, insect stings, or bites, poisonous plants (i.e., poison oak, sumac, etc.).
  - 4. Trips and falls

### **PART 2 - PRODUCTS**

#### 2.01 PRODUCTS SPECIFIED FOR HEALTH AND SAFETY

- A. Provide the equipment and supplies necessary to support the work as described in the site-specific HASP. Equipment and supplies may include but are not limited to:
  - 1. All chemicals to be used on site;
  - 2. A hazardous materials inventory and SDSs for the chemicals brought on site;
  - 3. Fencing and barriers;
  - 4. Warning signs and labels;
  - 5. Trenching equipment;
  - 6. Fire extinguishers;
  - 7. Equipment to support hot work;
  - 8. Personal protective equipment (hard hats, foot gear, skin, eye, and respiratory protection);
  - 9. First aid equipment;
  - 10. Spill response and spill prevention equipment; and
  - 11. Field documentation logs/supplies

## **PART 3 - EXECUTION**

### **3.01 WORK AREA PREPARATION**

- A. Contractor shall comply with health and safety rules, regulations, ordinances promulgated by the local, state, and federal government, the various construction permits, and other sections of the Contract Documents. Such compliance shall include, but not be specifically limited to: any and all protective devices, equipment and clothing; guards; restraints; locks; latches; switches; and other safety provisions that may be required or necessitated by state and federal safety regulations. The Contractor shall determine the specific requirements for safety provisions and shall have inspections and reports by the appropriate safety authorities to be conducted to ensure compliance with the intent of the regulations.
- B. Contractor shall inform employees, subcontractors and their employees of the potential danger in working with any potentially regulated materials, equipment, soils and groundwater at the project site.
  - 1. The Contractor shall not proceed with jobsite activities that might result in exposure of employees to hazardous materials until the HASP is reviewed by the Engineer.
- C. All Contractor employees expected to work at the jobsite or individuals entering the jobsite shall read the Contractor HASP before they enter the jobsite, and will sign a statement provided by the Contractor that they have read and understand the HASP. A copy of the Contractor's HASP shall be readily available at the site at all times the work is being performed.
- D. The Contractor's HASP shall be amended as needed by the Safety Officer to include special work practices warranted by jobsite conditions actually encountered. Special practices could include provisions for decontamination of personnel and equipment, and the use of special equipment not covered in the initial plan.
- E. Contractor shall perform whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees of the Engineer, Engineer's Representative, and Contractor) and property during the Contract period. This requirement applies continuously and is not limited to normal working hours.
- F. The Engineer's review of the Contractor's performance does not include an opinion regarding the adequacy of, or approval of, the Contractor's safety supervisor, the site-specific HASP, safety program or safety measures taken in, on, or near the job site.
- G. Accidents causing death, injury, or damage must be reported immediately to the Engineer and the Port Security Department in person or by telephone or messenger. In addition, promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- H. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing within 24 hours after occurrence, to the Engineer, giving full details of the claim.

### **3.02 SITE SAFETY AND HEALTH OFFICER**

- A. Contractor shall provide a person designated as the Site Safety and Health Officer, who is thoroughly trained in rescue procedures, has a minimum current 40-hour HAZWOPER certification (minimum), and trained to use all necessary safety equipment, air monitoring equipment, and gas detectors. The person must be available and/or present at all times while work is being performed, and conduct testing, as necessary.

- B. The Site Safety and Health Officer shall be empowered with the delegated authority to order any person or worker on the project site to follow the safety rules. Failure to observe these rules is sufficient cause for removal of the person or worker(s) from this project.
- C. The Site Safety and Health Officer is responsible for determining the extent to which any safety equipment must be utilized, depending on conditions encountered at the site.

### 3.03 SPILL PREVENTION AND CONTROL

- A. The Contractor shall be responsible for prevention, containment and cleanup of spilling petroleum and other chemicals/hazardous materials used in the Contractor's operations. All such prevention, containment and cleanup costs shall be borne by the Contractor.
- B. The Contractor is advised that discharge of oil, fuel, other petroleum, or any chemicals/hazardous materials from equipment or facilities into state waters or onto adjacent land is not permitted under state water quality regulations.
- C. In the event of a discharge of oil, fuel or chemicals/hazardous materials into waters, or onto land with a potential for entry into waters, containment and cleanup efforts shall begin immediately and be completed as soon as possible, taking precedence over normal work. Cleanup shall include proper disposal of all spilled material and used cleanup materials.
- D. The Contractor shall, at a minimum, take the following measures regarding spill prevention, containment and cleanup.
  - 1. Fuel hoses, lubrication equipment, hydraulically operated equipment, oil drums and other equipment and facilities shall be inspected regularly for drips, leaks or signs of damage, and shall be maintained and stored properly to prevent spills. Proper security shall be maintained to discourage vandalism.
  - 2. All land-based chemical, oil and products' storage tanks shall be diked, contained and/or located so as to prevent spills from escaping into the water. Dikes and containment area surfaces shall be lined with impervious material to prevent chemicals or oil from seeping through the ground and dikes.
  - 3. All visible floating sheen shall be immediately contained with booms, dikes or other appropriate means and removed from the water prior to discharge into state waters. All visible spills on land shall be immediately contained using dikes, straw bales or other appropriate means and removed using sand, sawdust or other absorbent material, which shall be properly disposed of by the Contractor. Waste materials shall be temporarily stored in drums or other leak-proof containers after cleanup and during transport to disposal. Waste materials shall be disposed offsite in accordance with applicable local, state and federal regulations.
  - 4. In the event of any oil or product discharges into public waters, or onto land with a potential for entry into public waters, the Contractor shall immediately notify the Port Security at their listed 24-hour response number:
    - a. Port Security: 253-383-9472
- E. The Contractor shall maintain the following materials (as a minimum) at each of the project sites:
  - 1. Oil-absorbent pads or bulk material, adequate for coverage of 200 square feet of surface area.
  - 2. Oil-skimming system.

3. Oil dry-all, gloves and plastic bags.

**END OF SECTION**

**PART 1 - GENERAL**

1.01 SUMMARY

- A. This Section discloses procedures to follow if suspected and/or previously unidentified regulated materials are encountered.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, and General Requirements, apply to this work as specified in this section. Work related to this Section is described in, but not limited to:
  - 1. Section 01 35 29 – Health, Safety, and Emergency Response Procedures
  - 2. Section 01 35 19 – Export Soil Management
  - 3. Section 01 74 19 – Waste Management and Disposal
  - 4. Section 02 41 13 – Selective Site Demolition

1.03 NOTIFICATION AND SUSPENSION

- A. A. In the event the Contractor detects the presence of potentially regulated materials not previously identified in this specification, the Contractor shall stop work and immediately notify the Port. Following such notification by the Contractor, the Port shall in turn notify the various governmental and regulatory agencies concerned with the presence of regulated materials, if warranted. Depending upon the type of materials identified, the Port may suspend work in the vicinity of the discovery under the provisions of General Conditions.
  - 1. Following completion of any further testing necessary to determine the nature of the materials involved, the Port will determine how the material shall be managed. Although the actual procedures used in resuming the work shall depend upon the nature and extent of the regulated material, the following alternate methods of operation are foreseen as possible:
    - a. Contractor to resume work as before the suspension.
    - b. Contractor to move its operations to another portion of the work until measures to eliminate any hazardous conditions can be developed and approved by the appropriate regulatory agencies.
    - c. The Port to direct the Contractor to dispose or treat the material in an approved manner.
    - d. d. The Port to terminate or modify the Contract accordingly, for unforeseen conditions.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### 1.01 DESCRIPTION OF WORK

- A. No soils are to be reused onsite but are anticipated to be exported to appropriate off-site facilities after a completed soil profile has been performed by Port resources.
- B. Some of the soils excavated within the project area, as shown on the drawings, are anticipated to contain regulated material. The Contractor shall notify the Engineer to determine if the soil requires special handling.
  - 1. Soil with anticipated regulated material, as identified by visual and/or olfactory methods, shall be segregated from other excavated material until such time as appropriate testing and analysis can be completed by the Port. Upon completion of the soil profile, the Engineer will inform the Contractor of any special handling requirements based on the results.
  - 2. Soil beyond construction excavation limits will not require excavation unless free draining product is observed or other special conditions exist; in which case the Engineer will direct the Contractor in additional excavation. Soils determined to require special handling will be hauled and disposed of at an approved disposal facility.
- C. No soil shall be removed from the site without prior notification to the Engineer. The notification shall include:

### 1.02 DEFINITIONS

- A. Olfactory Indications (methods): Of or relating to the sense of smell. Soils containing petroleum and other volatile constituents typically exhibit characteristic odors that can be detected (and sometimes identified) by smell.
- B. Regulated Material: Any chemical, physical, biological, or radiological substance that does not occur naturally in the environment, or that occurs at concentrations higher than natural background levels, and is regulated by agencies as to the disposal/recycling facility(ies) the material can and cannot go (i.e., EPA, Department of Ecology, Tacoma-Pierce County Health Department).
- C. Soil (waste) Profile: A characterization of the chemical and physical properties of soil material designated for off-site disposal, including the presence of pollutants and their concentrations as measured by approved laboratory analytical methods. A profile is required by the receiving permitted disposal or recycling facility.
- D. Special Handling: Refers to hauling and disposal of soils that cannot be reused in place as backfill or as general fill at another (off-site) location due to the presence of pollutants in concentrations above allowable limits. Such soils must be hauled to and managed at a permitted disposal facility.
- E. Type A Regulated Soil: Soil that must be removed from the Project site and has been determined by the Engineer to contain pollutants in concentrations that exceed state or federal dangerous or hazardous designations (respectively), or other special Port-determined criteria. Type A Regulated Soil requires disposal at an approved Subtitle C hazardous waste landfill.
- F. Type B Regulated Soil: Soil that must be removed from the Project site and has been determined by the Engineer to contain pollutants in concentrations that are below dangerous or hazardous levels, but could negatively impact the quality of air, waters of the state, soils or sediments, or pose a threat to the health of humans or other living organisms, depending on

where the soil is disposed. Type B Regulated Soil requires disposal an approved Subtitle D solid waste landfill.

- G. Type C Regulated Soil: Soil that must be removed from the Project site and has been determined by Engineer to contain unknown constituent(s) and/or in unknown concentration(s) and requires further analysis and characterization. Type C Regulated soil will require disposal at an approved Subtitle C hazardous waste landfill or Subtitle D solid waste landfill if additional soil characterization indicates special handling is required.
- H. Type D Soil: Soil determined by the Engineer not to require special handling with regard to this Contract. Classification of material as Type D Soil by the Port is not a certification nor does it release the Contractor of liability or obligation to meet any disposal or storage facility acceptance or testing requirements.
- I. Unexpected Regulated Material: Regulated material unexpectedly found in an excavation or in other locations where there is no prior knowledge, information, or history to indicate possible spills or releases of regulated material.
- J. Visual Indications (methods): A preliminary evaluation of the potential presence of contamination based on visual observation. For example, soils containing petroleum are frequently discolored or stained relative to non-petroleum impacted native soils or clean fill.

### 1.03 HEALTH AND SAFETY

- A. The Contractor is required to implement all health and safety provisions as required by Specification 01 35 29 – Health, Safety and Emergency Response. These provisions include any special monitoring, personal protective equipment, or work plans to accommodate regulated soil or material special handling. Use of environmental characterization data may not be appropriate for health and safety purposes.

### 1.04 SUBMITTALS

- A. Prior to excavation of any subsurface materials, the Contractor shall submit a Soils Management Plan to the Engineer. The Soils Management Plan must be approved by the Engineer prior to any excavation of subsurface materials. The Soils Management Plan must include the following:
  - 1. Identification of all fill sites, disposal/recycling facilities and/or end uses anticipated to be used for soil determined to be Type D Soil in accordance with paragraph 3.02 of this section.
  - 2. Contingency for delivery and placement of Type C Regulated Soil at an on-site soil stockpile area.
  - 3. Contingency for managing soil/debris encountered during excavation that may disqualify soil for disposal or recycle at the anticipated facilities.
  - 4. General description of how equipment operators, safety staff and other applicable on-site personnel will identify and respond to soil containing potentially regulated material.
  - 5. Contractor shall coordinate with the Engineer to facilitate handling of regulated soil in accordance with this specification.
  - 6. Description of all haul routes to be used on the project.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION**

### **3.01 EXCAVATION/TESTING**

- A. The field-testing for soil to be exported offsite will be performed by the Port and will result in the following classification of material:
  - 1. Type A Regulated Soil as defined in 1.02(E) of this Section
  - 2. Type B Regulated Soil as defined in 1.02(F) of this Section
  - 3. Type C Regulated Soil as defined in 1.02(G) of this Section
  - 4. Type D Soil as defined in 1.02(H) of this Section
- B. Contractor shall give Port no less than one week notice to sample export soil prior to disposal offsite.
- C. Laboratory turnaround times may require additional time for analytical results; therefore, Contractor should coordinate with Engineer well in advance of anticipated disposal date. Samples that are required to have "rush" analysis performed due to the Contractor's failure to disclose the anticipated disposal date shall have the difference in service fees paid by the Contractor, or the Contractor may delay the disposal until the standard analysis turnaround time is complete, at no additional cost to the Port.
- D. The Port is responsible for obtaining the Waste Disposal Authorizations for the LRI Landfill.

### **3.02 TRANSPORTATION AND OFF-SITE DISPOSAL OF SOILS**

- A. The Contractor shall be responsible for handling, re-handling, loading, transporting, and legal off-site removal of all waste materials and excavated soils not reused onsite.
  - 1. Contractor shall ensure that transport truck gross weight meets federal and/or state Department of Transportation (DOT) requirements and the requirements of the receiving facility, whichever is more stringent.
  - 2. Contractor shall take measures to prevent debris from being spilled from trucks or tracked from the site to local streets. Contractor shall sweep streets adjacent to the site as necessary or as directed by the Engineer.
  - 3. Contractor shall ensure that any vehicle transporting materials offsite are properly labeled and placarded in accordance with federal and state DOT requirements.
- B. Type A Regulated and Type B Regulated Soil shall be hauled to an approved facility by the Contractor for disposal.
- C. Type C Regulated Soil is of unknown origin or special circumstances. Type C Regulated Soil shall be hauled to an on-site segregated stockpile area. The Contractor shall protect the material from weather and other disturbances once stockpiled. The Port will inform the Contractor of the soil profile following additional analysis of the suspect material (as needed), and the soil will be categorized as either Type A Regulated, Type B Regulated or Type D Soil and disposed of accordingly.
- D. Type D Regulated Soil shall be hauled by the Contractor to the site identified on the Port obtained WDA. The Port will not certify or declare the material suitable for unrestricted use.



### 3.03 OTHER REQUIREMENTS

- A. All excavated Soil shall be temporarily stockpiled within the construction area. Contractor shall place an impervious liner beneath the soil and securely cover the stockpile with waterproof covering (e.g., plastic sheeting). Additional measures (e.g., berm, jersey barriers, silt fence, etc.) may be required to minimize soil runoff from the stockpile area. The soil shall be removed prior to completion of Work.
- B. Contractor shall provide the Engineer with all hauling receipts (or copies of receipts) from the disposal facility for all Type A, Type B or Type C Regulated Soil at least weekly.
- C. The Engineer may shut down excavation activities should unexpected regulated material be encountered during excavation.

**END OF SECTION**

## **PART 1 - GENERAL**

### 1.01 DESCRIPTION OF WORK

- A. The Work includes the requirements to provide air and noise control measures until Final Completion of the Work.

### 1.02 SUBMITTALS

- A. Prior to Notice to Proceed, the Contractor shall submit of a list of equipment to be used on the project and certify in writing that all equipment on the list and any additional equipment, including Contractor's, subcontractors or supplier's equipment, shall meet the requirements of 3.01 below.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 – EXECUTION**

### 3.01 AIR POLLUTION CONTROL

- A. The Contractor shall meet or exceed EPA Tier 2 off-road diesel engine emission standards for off-road equipment  $\geq$  25hp and meet or exceed EPA 1994 on-road diesel engine emission standards for on-road equipment except as follows:
  - 1. Equipment being used in an emergency or public safety capacity
- B. The Contractor shall not discharge smoke, dust, and other hazardous materials into the atmosphere that violate local, state or federal regulations.
- C. No vehicles can idle for more than 5 consecutive minutes, except as follows:
  - 1. Idling is required to bring or maintain the equipment to operating temperature;
  - 2. Engine idling is necessary to accomplish work for which the equipment was designed (i.e. operating a crane)
  - 3. Idling vehicles being used in an emergency or public safety capacity.
- D. The Contractor shall minimize nuisance dust by cleaning, sweeping, vacuum sweeping, sprinkling with water, or other means. Equipment for this operation shall be on the job site or available at all times.

### 3.02 NOISE CONTROL

- A. The Contractor shall comply with all local controls and noise level rules, regulations and ordinances which apply to work performed pursuant to the Contract.
- B. All internal combustion engines used on the job shall be equipped with a muffler of a type recommended by the manufacturer.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 PERMITS, CODES AND REGULATIONS**

- A. The following permits/approvals have been applied for (or are on file) and incorporated into the Contract:
  - 1. State Environmental Policy Act (SEPA) Compliance
- B. Conform with the requirements of listed permits and additional or other applicable permits, codes, and regulations as may govern the Work.
- C. Obtain and pay fees for licenses, permits, inspections, and approvals required by laws ordinances, and rules of appropriate governing or approving agencies necessary for proper completion of Work (other than those listed under item 1.01A above and Special Inspections called for by the International Building Code).
- D. Conform with current applicable codes, regulations and standards, which is the minimum standard of quality for material and workmanship. Provide labor, materials, and equipment necessary for compliance with code requirements or interpretations, although not specifically detailed in Drawings or specifications. Be familiar with applicable codes and standards prior to bidding.
- E. Process through Engineer, request to extend, modify, revise, or renew any of the permits (listed in 1.01.A above). Furnish requests in writing and include a narrative description and adequate Drawings to clearly describe and depict proposed action. Do not contact regulatory agency with requests for permit extensions, modifications, revisions, or renewals without the prior written consent of the Engineer.

### **1.02 VARIATIONS WITH CODES, REGULATIONS AND STANDARDS**

- A. Nothing in the Drawings and specifications permits Work not conforming to codes, permits or regulations. Promptly submit written notice of the Engineer of observed variations or discrepancies between the Contract Documents and governing codes and regulations.
- B. Appropriate modifications to the Contract Documents will be made by Change Order to incorporate changes to Work resulting from code and/or regulatory requirements. Contractor assumes responsibility for Work contrary to such requirements if Work proceeds without notice.
- C. Contractor is not relieved from complying with requirements of Contract Documents which may exceed, but not conflict with requirements of governing codes.

### **1.03 COORDINATION WITH REGULATORY AGENCIES**

- A. Coordinate Work with appropriate governing or regulating authorities and agencies.
- B. Provide advance notification to proper officials of Project schedule and schedule revisions throughout Project duration, in order to allow proper scheduling of inspection visits at proper stages of Work completion.
- C. Regulation coordination is in addition to inspections conducted by Engineer. Notify Engineer at least 48 hours in advance of scheduled inspections involving outside regulating officials, to allow Engineer to be present for inspections.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 – EXECUTION - NOT USED**

**END OF SECTION**

**PART 1 - GENERAL**

1.01 SECTION INCLUDES

- A. Requirements relating to referenced standards.

1.02 QUALITY ASSURANCE

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue specified in this section, except where a specific date is established by applicable code.
- C. Should specified reference standards conflict with Contract Documents, request clarification from the Engineer before proceeding.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 QUALITY CONTROL FOR COMPLIANCE:**

- A. All work described in the Contract Documents must be fully tested in accordance with applicable sections of these Specifications. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions and General Requirements, apply to this work as if specified in this Section.
- B. The Contractor shall perform such detailed examination, inspection and quality control and assurance of the Work as to ensure that the Work is progressing and is being completed in strict accordance with the Contract Documents. The Contractor shall plan and lay out all Work in advance of operations so as to coordinate all Work without delay or revision. The Contractor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition to receive subsequent Work. Under no conditions shall a portion of Work proceed prior to preparatory work having been satisfactorily completed. The Contractor shall ensure that the responsible Subcontractor has carefully examined all preparatory work and has notified the Contractor (who shall promptly notify the Port in writing) of any defects or imperfections in preparatory work that will, in any way, affect completion of the Work.

### **1.02 QUALITY ASSURANCE - CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop Drawings or as instructed by the manufacturer.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

### **1.03 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

### **1.04 REFERENCES AND STANDARDS**

- A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

- B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. Neither the contractual relationships, duties or responsibilities of the parties in Contract, nor those of the Engineer, shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### 1.05 TESTING SERVICES

- A. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities.
  - 1. Neither observations by an inspector retained by the Port, the presence or absence of such inspector at the site, nor inspections, tests, or approvals by others, shall relieve the Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- B. Necessary materials testing shall be performed by an independent testing laboratory during the execution of the Work and paid for by the Port of Tacoma, unless otherwise specified. Access to the area necessary to perform the testing and/or to secure the material for testing, shall be provided by the Contractor.
- C. Testing does not relieve Contractor to perform work to contract requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Sum.
- E. Material testing for initial material approval will be performed by an independent, certified laboratory and paid for by the Contractor. These tests must be dated within six (6) months of the submittal date.
- F. Subsequent sampling and testing, required as the work progresses to ensure continual control of materials and compliance with all requirements of the Contract documents, shall be the responsibility of the Port, except as required by other sections of these Specifications.

#### 1.06 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up equipment, test, and adjust and balance equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer subject to approval of Engineer.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

### **PART 2 - PRODUCTS - NOT USED**

### **PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### 1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Field offices.

### 1.02 TEMPORARY UTILITIES

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.

### 1.03 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
  - 1. Internet Connections: Minimum of one; DSL modem or faster. 4G LTE is acceptable.
  - 2. Email: Account and addresses reserved for the Contractor's project superintendent and project manager respectively.

### 1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.
- C. At end of construction, return facilities to same or better condition as originally found.

### 1.05 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public to allow for Port's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

### 1.06 FENCING

- A. Construction: Contractor's option.
- B. Provide 6 ft. (1.8 m) high fence around construction site; equip with vehicular gates with locks.

### 1.07 FIELD OFFICES (OPTIONAL)

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack and drawing display table.
- B. Locate office within one of the areas designated for Contractor laydown.

1.08 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Final inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.
- D. Restore new permanent facilities used during construction to specified condition.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**



## **PART 1 - GENERAL**

### 1.01 SECTION INCLUDES

- A. Parking.
- B. Construction parking controls.
- C. Traffic Control
- D. Removal, repair.
- E. Mud from site vehicles.

## **PART 2 - PRODUCTS**

### 2.01 SIGNS, SIGNALS, AND DEVICES

- A. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- B. Flag Person Equipment: As required by local jurisdictions.

## **PART 3 - EXECUTION**

### 3.01 PREPARATION

- A. Clear areas, provide surface and storm drainage of road, parking, area premises, and adjacent areas.

### 3.02 ACCESS TO SITE

- A. Contractor shall conduct all business through the gate assigned by the Engineer.
  - 1. The Contractor may be required to relocate entry and related work areas as required by Port Operations.
- B. Provide unimpeded access for emergency vehicles. Maintain 20 foot width driveways with turning space between and around combustible materials.
- C. Provide and maintain access to fire hydrants free of obstructions.

### 3.03 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Port operations.
  - 1. Privately owned vehicles will not be permitted within the work site. The Contractor shall deliver workers to site for the workday and transport them away at the end of each shift.
  - 2. Parking privately owned vehicles along the shoulder of Milwaukee Way is prohibited.
- B. Prevent parking on or adjacent to access roads or in non-designated areas.

### 3.04 TRAFFIC CONTROL

- A. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- B. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, flaggers and other traffic control devices necessary for the safe ingress and egress of the Project Site. Traffic control shall include but is not limited to:
  - 1. Flaggers to direct traffic as required by Tacoma Rail to accommodate the Contractor's work.

2. The Contractor shall be liable for injuries and damages to persons and property suffered by reason of the Contractor's operations or any negligence in connection therewith.
3. Flagging, signs, and all other traffic control devices furnished or provided shall conform to established WSDOT and City of Tacoma standards. No work shall be done on or adjacent to the above locations until all necessary signs and traffic control devices are in place. During the course of the work, the Contractor shall be responsible for providing and maintaining adequate traffic control measures for the protection of the Contractor's work and the public.

### 3.05 FLARES AND LIGHTS

- A. Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

### 3.06 HAUL ROUTES

- A. Confine construction traffic to designated haul routes.
- B. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

### 3.07 MAINTENANCE

- A. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, Products, mud, snow, and ice.
- B. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

### 3.08 REMOVAL, REPAIR

- A. Repair existing facilities damaged by use, to original condition.
- B. Repair damage caused by installation.

### 3.09 PUBLIC STREET AND ONSITE ROADWAY CLEANING

- A. The Contractor shall be responsible for preventing dirt and dust escaping from trucks and other vehicles operating on or departing the project site by sweeping, covering dusty loads, washing truck tires and all other reasonable methods.
- B. When trucks and other equipment are operating on paved public streets and site roadways/paved surfaces, the Contractor will be required to clean said streets, roadways and other paved surfaces at least daily (if surfaces have collected dirt and debris from equipment and hauling operations), and at other times if required by the Engineer.
- C. In the event that the above requirements are violated and no action is taken by the Contractor after notification of infraction by the Engineer, the Port reserves the right to have the streets, roadways and other paved surfaces in question cleaned by others and the expense of the operation charged to the Contractor.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 WORK DESCRIPTION**

- A. The Work shall consist of planning, installing, inspecting, maintaining and removing Temporary Erosion and Sediment Control (TESC) Best Management Practices (BMPs) to prevent pollution of air and water, and to control, respond to, and dispose of eroded sediment and turbid water during the term of the Contract.
- B. These TESC requirements shall apply to all areas associated with the Work including but not limited to the following:
  - 1. Work areas
  - 2. Equipment and material storage areas
  - 3. Staging areas
  - 4. Stockpiles
  - 5. Discharge points within or adjacent to the work areas that are impacted by stormwater runoff from the site.
- C. Acceptance of TESC plans does not constitute an approval of permanent Work or drainage design (e.g., size and location of roads, pipes, restrictors, channels, retention facilities, utilities, etc.).
- D. Contractor shall read and conform to requirements set forth in Ecology's Phase I Municipal Stormwater Permit.

### **1.02 REFERENCES**

- A. The rules, requirements, and regulations that apply to this Work include, but are not necessarily limited to the following:
  - 1. Washington Department of Ecology, "Stormwater Management Manual for Western Washington," 2012.
  - 2. Washington Department of Ecology, "Phase I Municipal Stormwater Permit", 2013.
  - 3. Washington State Department of Transportation, 2012 Standard Specification M41-10, Division 8-01 Erosion Control and Water Pollution Control.
  - 4. City of Tacoma, "Surface Water Management Manual," Tacoma Public Works, Environmental Services, February 2012.

### **1.03 SUBMITTALS**

- A. A Construction Stormwater Pollution Prevention Plan (SWPPP) per the requirements in Section 3.02 of this section.
- B. Safety Data Sheet (SDS) for any dust palliative product.

### **1.04 AUTHORITY OF ENGINEER**

- A. Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and fill operations, as determined by analysis of project conditions; and to direct Contractor to provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, and other areas of water impoundment.

- B. In the event that areas adjacent to the work area are suffering degradation due to erosion, sediment deposit, water flows, or other causes, the Engineer may stop construction activities until Contractor rectifies the situation.

**PART 2 - PRODUCTS**

2.01 DUST CONTROL

- A. Dust palliative for dust control proposed by the Contractor and approved by the Engineer.

**PART 3 - EXECUTION**

3.01 GENERAL

- A. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply as determined by the Engineer.
- B. Contractor shall be solely responsible for all BMP modifications and upgrades to comply with the requirements of this Section, at no additional cost to the Port.
- C. Contractor shall be solely responsible for any damages and fines incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this Section.
- D. Contractor shall be solely responsible for schedule impacts incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this Section.

3.02 TEMPORARY EROSION AND SEDIMENT CONTROL DEVELOPMENT

- A. Contractor shall prepare and submit a site-specific SWPPP prior to initiating any ground disturbing activities.
  - 1. The SWPPP shall describe the proposed construction activities and all Temporary and Permanent Erosion and Sediment Control measures, pollution prevention measures, inspection/monitoring activities, and recordkeeping that will be implemented during the proposed construction project.
  - 2. The SWPPP shall consist of planning, installing, inspecting, maintaining, and removing TESC BMPs per Ecology's Volume II of the Stormwater Management Manual for Western Washington (2012). The BMPs are the minimum required to prevent pollution of air and water, to control peak volumetric flow rates and velocity of stormwater, and to control, respond to, and dispose of eroded sediment and turbid water during the term of the Contract
  - 3. A SWPPP template is available to the Contractor for this purpose. The template was prepared by the Port to meet part of the National Pollution Discharge Elimination System (NPDES) stormwater permit requirements for the project. Contractor may use the applicable Port template to prepare the project SWPPP or prepare their own SWPPP. If the Contractor elects to prepare their own SWPPP, it must meet or exceed the control measures required by the Ecology (reference Ecology's Stormwater Management Manual for Western Washington, 2012).
  - 4. Because this Project will disturb less than 1 acre of land, the Port's short form template will meet the project SWPPP requirements. The SWPPP short form template is attached to the end of this Section.
- B. The Contractor shall develop project-specific TESC BMPs and incorporate them into the SWPPP. The Contractor shall address the following issues as part of developing and implementing the BMPs.

1. TESC BMPs must meet the requirements in Ecology's Volume II of the Stormwater Management Manual for Western Washington (2012)
2. TESC notes and details shown in the Drawings and the information in this Section of these Specifications are minimum requirements for a TESC Plan. Contractor shall develop and submit a TESC Plan specific to the project and means and methods prior to commencing construction activities and update the TESC Plan as needed for the duration of the project.
3. During the construction period the Contractor shall, at no additional cost to the Port, upgrade TESC measures as needed for storm events, modify TESC measures for changing site conditions (such as relocation of ditches and silt fences, etc.), and update the SWPPP to document all modifications made.

### 3.03 TEMPORARY EROSION AND SEDIMENT CONTROL IMPLEMENTATION

- A. Contractor is responsible for implementing and updating the SWPPP including TESC BMPs.
  1. Contractor shall inspect TESC measures daily and maintain these measures to ensure continued proper functioning during the project period.
  2. Contractor shall upgrade and/or maintain TESC measures as needed, based on Contractor means and methods, work sequencing, and for storm events, at no additional cost to the Port. Contractor shall modify these measures for changing site conditions and update the SWPPP to document all modifications made.
- B. Catch basins must be cleaned when the depth of debris reaches 30% of the sump depth or the debris surface is six (6) inches below the outlet pipe. All catch basins, manholes, and conveyance lines, if present, shall be cleaned by the Contractor at the completion of the project. The cleaning process shall not flush sediment-laden water into any downstream system.
- C. Contractor shall ensure that water, or a dust palliative and a dispensing methodology is available for project use. It is the responsibility of the Contractor to develop and adhere to appropriate safety measures pertaining to the palliative use. This also includes ensuring a dispensing subcontractor develops and adheres to the appropriate safety measures, if a dispensing subcontractor is used.
- D. Any areas of exposed soils, including embankments, which will not be disturbed for two days during the wet season (October 1 - April 30) or seven days during the dry season (May 1 - September 30), shall immediately be stabilized by Contractor with an Ecology-approved TESC measure (seeding, mulching, plastic covering, etc.).
- E. TESC measures in an inactive area shall be inspected and maintained by the Contractor until the area is permanently stabilized.
- F. In the event that additional temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the Work as scheduled or as ordered by the Engineer, such work shall be performed by the Contractor at its own expense.
- G. Contractor shall remove all TESC facilities, install permanent site surfacing improvements, permanent BMPs with minimal disturbance and shall clean stormwater facilities prior to Work completion.

**END OF SECTION**

## **PART 1 - GENERAL**

### 1.01 SCOPE

- A. The purpose of this section is to provide the framework for transferring Port provided equipment and materials to the Contractor in a safe, timely and effective manner.

### 1.02 SUBMITTALS

- A. Submit an inspection report or log to the Engineer of the inspection performed on the equipment and materials before acceptance by the Contractor. Flag any equipment or materials identified as being in unsatisfactory condition before moving or relocating it from the Location Area described below. Document unsatisfactory condition of equipment photographically, using digital media.

### 1.03 COORDINATION

- A. Material delivery from the Vendor to the Contractor will be on a turnout by turnout basis and shall be coordinated through the Engineer.

### 1.04 DELIVERY, LOCATION AND OFFLOADING

- A. The materials will be delivered to one of the two areas designated on the Contract Documents. The Contractor is responsible for requesting delivery from the Vendor through the Engineer and timely offloading of materials.

## **PART 2 - PRODUCTS**

### 2.01 ITEMS

- A. Assume all items are in satisfactory condition unless otherwise indicated. Report in writing to the Engineer equipment found to be in unsatisfactory condition.

No.	Qty	UOM	Description
1.	1	EA	Railbound Manganese Frog, 16' AREMA 623, w/ 14 each Pandrol Style Frog Plates
2.	1	PR	Relay AREMA Style Guard Rails (13' minimum) complete with blocks and plates
3.	1	PR	16'6" Samson Switch Points (double reinforced) with clips and stops
4.	2	EA	Under-cut Stock Rails, 40' (one to be bent as needed in field)
5.	1	EA	Non-Insulated Bent Gage Plate w/ Pandrol Style Adjustable Braces
6.	8	EA	Solid Base Slide Plates w/ Pandrol Style Adjustable Braces
7.	6	EA	Shoulder Slide Plate
8.	2	EA	Plain Plates
9.	4	EA	Heel Plates
10.	36	EA	Hook Twin Tie Plates (for nine ties behind the heel of the switch)
11.	1	EA	Non- Insulated Head Rod
12.	1	EA	Non- Insulated Tie Rod
13.	1	PR	Single – Hole Floating Heel Block Assemblies complete
14.	1	EA	Racor 22E Domestic Switch Stand w/3'6" connecting Rod & Target
15.	16	PR	115RE 6- Hole Joint Bars, 6"x 6"x7"x6"x6"
16.	148	EA	5-1/2 Base Pandrol Plates
17.	336	EA	Pandrol Style E Clips
18.	664	EA	15/16"x6" Screw spikes
19.	608	EA	5-1/2" base Drive-On Rail Anchors

No.	Qty	UOM	Description
20.	7	EA	7 x 9 New Hardwood Switch Ties 9' Long
21.	9	EA	7 x 9 New Hardwood Switch Ties 10' Long
22.	7	EA	7 x 9 New Hardwood Switch Ties 11' Long
23.	7	EA	7 x 9 New Hardwood Switch Ties 12' Long
24.	6	EA	7 x 9 New Hardwood Switch Ties 13' Long
25.	5	EA	7 x 9 New Hardwood Switch Ties 14' Long
26.	8	EA	7 x 9 New Hardwood Switch Ties 15' Long
27.	6	EA	7 x 9 New Hardwood Switch Ties 16' Long
28.	4	EA	7 x 9 New Hardwood Switch Ties 17' Long

### **PART 3 - EXECUTION**

#### **3.01 REMOVAL OF EQUIPMENT FROM STORAGE LOCATION**

- A. Protect, transport and install where indicated within the Contract Documents.

#### **3.02 PROTECTION**

##### **A. Equipment**

1. Tightly cover and protect equipment against dirt, moisture or impact, mechanical and chemical damage.
2. Repair
  - a. Repair or replace Port provided property damaged by the Contractor.

#### **3.03 FIELD QUALITY CONTROL**

##### **A. Equipment Inspection**

1. Examine each piece or component for visual defects.

##### **B. Functional Check**

1. Verify fit and function of each piece or component to ensure that it is operational in conformance with the Contract Documents.

**END OF SECTION**

## **PART 1 GENERAL**

### **1.01 SUMMARY**

- A. This section includes construction waste management requirements.

### **1.02 DEFINITIONS**

- A. Co-mingled or Off-site Separation: Collecting all material types into a single bin or mixed collection system and separating the waste materials into recyclable material types at an off-site facility.
- B. Construction, Demolition and Land-Clearing (CDL) Waste: Includes all nonhazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition, and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage. This also includes uncontaminated soils that are designated as geotechnically unsuitable or excess excavation.
- C. Hazardous/Dangerous Waste: As defined by Chapter 70.105.010 Revised Code of Washington and 40 Code of Federal Register 261 and by Washington Administrative Code 173-303.
- D. Proper Disposal: As defined by the jurisdiction receiving the waste.
- E. Recyclable Materials: Products and materials that can be recovered and remanufactured into new products.
- F. Recycling: The process of sorting, cleaning, treating and reconstituting materials for the purpose of using the material in the manufacture of a new product. Can be conducted on-site (as in the grinding of concrete).
- G. Recycling Facility: An operation that is permitted to accept materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
- H. Salvage for Reuse: Existing usable product or material that can be saved and reused in some manner on the project site or other projects off-site.
- I. Salvage for Resale: Existing usable product or material that can be saved and removed intact (as is) from the project site to another site for resale to others without remanufacturing.
- J. Source-Separated Materials: Materials that are sorted at the site into separate containers for the purpose of reuse or recycling.
- K. Sources Separation: Sorting the recovered materials into specific material types with no, or a minimum amount of, contamination on site.
- L. Time-Based Separation: Collecting waste during each phase of construction or deconstruction that results in primarily one major type of recovered material. The material is removed before it becomes mixed with the material from the next phase of construction.
- M. Garbage: Product or material typically considered to be trash or debris that is unable to be salvaged for resale, salvaged and reused, returned, or recycled.

### **1.03 SUBMITTALS**

- A. Waste Management Plan
- B. Waste Management Final Report



#### 1.04 PERFORMANCE GOALS

- A. General: Divert CDL waste to the maximum extent practicable from the landfill by one or a combination of the following activities:
  - 1. Salvage
  - 2. Reuse
  - 3. Source separated CDL recycling
  - 4. Co-mingled CDL recycling
- B. CDL waste materials that can be salvaged, resold, reused or recycled, include, but are not limited to the following:
  - 1. Clean dimensional wood, pallet wood, plywood, OSB, and particleboard
  - 2. Asphalt
  - 3. Concrete
  - 4. Ferrous and non-ferrous metals
  - 5. Field office waste paper, aluminum cans, glass, plastic, and cardboard
- C. Hazardous/Dangerous Wastes, regulated soils and materials and other hazardous materials such as paints, solvents, adhesives, batteries, and fluorescent light bulbs and ballasts shall be disposed of at applicable permitted facilities.

#### 1.05 WASTE MANAGEMENT PLAN

- A. Submit to the Engineer a Waste Management Plan narrative in accordance with these specifications. Provide a Waste Management Plan in a format as approved by the Engineer.
- B. The Waste Management Plan shall include the following:
  - 1. Name of designated Recycling Coordinator
  - 2. A list of waste materials that will be salvaged for resale, salvaged for reuse, recycled, and disposed.
  - 3. Identify waste handling methods to be used, including one or more of the following:
    - a. Method 1 - Contractor or subcontractor(s) hauls recyclable materials to an approved recycling facility.
    - b. Method 2 - Contracting with diversion/recycling hauler to haul recyclable material to an approved recycling or material recovery facility.
    - c. Method 3 - Recyclable material reuse on-site.
    - d. Method 4- Recyclable material salvage for resale.
  - 4. Identification of each recycling or material recovery facility to be utilized, including name, address and types of materials being recycled at each facility
  - 5. Description of the method to be employed in collecting, and handling, waste materials.
  - 6. Description of methods to communicate Waste Management Plan to personnel and subcontractors.

### 1.06 WASTE MANAGEMENT FINAL REPORT

- A. Provide a Waste Management Final Report, in a format approved by the Engineer. The Waste Management Final Report shall list the following for the project:
  - 1. A record of each waste material type and quantity recycled, reused, salvaged, or disposed from the Project. Include total quantity of waste material removed from the site and hauled to a landfill.
  - 2. Percentage of total waste material generated that was recycled, reused, or salvaged.
- B. Quantities shall be reported by weight (tons) unless otherwise approved by the Engineer.
- C. Submit copies of manifests, weight tickets, recycling/disposal receipts or invoices, which validate the calculations or a signed certification of completeness and accuracy of the final quantities reported.

### 1.07 QUALITY ASSURANCE

- A. Regulatory Requirements: The Contractor shall maintain compliance with all applicable Federal, State, or Local laws that apply to Construction Waste Management and material salvage, reuse, recycling and disposal.
- B. Disposal Sites, Recyclers and Waste Materials Processors: All facilities utilized for management of any materials covered under this specification must maintain all necessary permits as required by federal, state and local jurisdictions.

## **PART 2 – PRODUCTS – NOT USED**

## **PART 3 - EXECUTION**

### 3.01 SOURCE-SEPARATED CDL RECYCLING

- A. Provide individual containers for separate types of CDL waste to be recycled, clearly labeled with a list of acceptable and unacceptable materials.

### 3.02 CO-MINGLED CDL RECYCLING

- A. Provide containers for co-mingled CDL waste to be recycled, clearly labeled with a list of acceptable and unacceptable materials.

### 3.03 LANDFILL

- A. Provide containers for CDL waste that is to be disposed of in a landfill clearly labeled as such.

### 3.04 REMOVAL OF CDL WASTE FROM PROJECT SITE

- A. Transport CDL waste off Port's property and legally dispose of them.

**END OF SECTION**

## **PART 1 - GENERAL**

### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.02 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  1. Substantial Completion procedures
  2. Final completion procedures
  3. Warranties
  4. As-Built Drawings

### 1.03 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

### 1.04 PROJECT SUBMITTALS

- A. Submittal of Project Warranties
- B. Record Drawings
  1. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous recordkeeping requirements and submittals in connection with various construction activities.
- C. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

### 1.05 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list) indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Port unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  3. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by the Contract Document or Engineer. Label with manufacturer's name and model number where applicable.
  4. Submit test/adjust/balance records.

5. Submit changeover information related to Port's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Complete startup and testing of systems and equipment
  2. Perform preventive maintenance on equipment used prior to Substantial Completion
  3. Instruct Port's personnel in operation, adjustment, and maintenance of products, equipment, and systems
  4. Terminate and remove temporary facilities from Project site
  5. Complete final cleaning requirements
- D. Submit a written request for inspection to determine Substantial Completion a minimum of 5 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Notice of Substantial Completion after inspection or will notify Contractor of items, either on the Contractor's list or additional items identified by the Engineer, that must be completed or corrected before notice will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

#### 1.06 PUNCH LIST (LIST OF INCOMPLETE ITEMS)

- A. Organization of List: Contractor shall include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of Construction.
1. Organize list of spaces in sequential order.
  2. Organize items applying to each space by major elements.

#### 1.07 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete and submit the following:
1. Submittal of all remaining items, including as-built documents, damage or settlement surveys, surveys, and similar final record information and all other submittals defined in the Contract Documents.
  2. List of Incomplete Items: Submit copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (Punch List). Copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 5 days prior to date the work will be complete and ready for final inspection and tests. On receipt of request, the Engineer will either proceed with inspection or notify contractor of unfulfilled requirements.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.08 FINAL ACCEPTANCE PROCEDURES

- A. Submittals Prior to Final Acceptance:
1. Receipt and approval of application for final payment; due within seven (7) days of receipt of Final Completion by the Engineer.
  2. Execution of all Change Orders.
  3. Contractor's signed waiver and release of claims on the Engineer provided form.
  4. Contractor's submittal of list of all suppliers and subcontractors and the total amounts paid to each on the Engineer provided form;
  5. Contractor's submittal of a list of all subcontractors and suppliers requiring Affidavits of Wages paid on the Contract and certify that each of companies will submit an approved Affidavit of Wages paid to the Port within 30 days.
- B. The Engineer will issue the Final Acceptance Memo upon receipt of the required submittals.

## PART 2 - PRODUCTS

### 2.01 CONTRACTOR'S WARRANTY

- A. The Contractor warrants the labor, materials and equipment delivered under the contract to be free from defects in design, material, or workmanship, and against damage caused prior to final inspection. Unless otherwise specified, this warranty extends for a period of one (1) year from the date of Substantial Completion.
1. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit the Port's rights under warranty.
  2. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Port or Port tenants during construction.
  3. Submit Warranties to the Engineer as a submittal, as described in 01 33 00 – Submittal Procedures.
- B. In the event of equipment failure, during such time or in such a location that immediate repairs are mandatory, the Contractor shall respond promptly (within 48 hours), irrespective of day of the week. If the Contractor is not available, the Port will affect repairs. The Contractor shall then reimburse the Port for parts and labor necessary to correct deficiencies as defined within the warranty clause and time.

### 2.02 AS-BUILT DRAWINGS

- A. Project As-Built Drawings: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
- B. Project As-Built Drawings shall be compiled by the Contractor and submitted to the Engineer for translation to the Record Drawings on a monthly basis.
1. The Project As-Built Drawings will be submitted on paper full-sized (ANSI D) copy.
  2. Drawings shall be kept current and shall be done at the time the material and equipment is installed. Annotations to the record documents shall be made with an erasable colored pencil conforming to the following color code:

- a. Additions – Red
  - b. Deletions – Green
  - c. Comments – Blue
  - d. Dimensions – Graphite
3. Project As-Built Drawings must be complete and accepted by the Engineer before Final Completion is issued.
  4. As-Built Drawings shall be in accordance with horizontal and vertical control as shown on the drawings.

### **PART 3 – EXECUTION**

#### **3.01 MAINTENANCE OF AS-BUILT DRAWINGS**

- A. The Contractor shall maintain at the Project site, in good order for ready reference by the Engineer, one complete copy of the Contract Documents, including Addenda, Change Orders, other documents issued by the Port, a current Progress Schedule, and approved Submittals. The Contractor shall also generate and keep on site all documents and reports required by applicable permits.
- B. The Contractor's As-Built Drawings shall be updated to record all changes made during construction. The location of all existing or new underground piping, valves and utilities, and obstructions located during the Work shall be appropriately marked until the Contractor incorporates the actual field dimensions and coordinates into the as-built drawings. The as-built drawings shall be updated at least weekly and before elements of the Work are covered or hidden from view. After the completion of the Work, the as-built drawings shall be provided to the Port.

**END OF SECTION**

## **PART 1 - GENERAL**

### 1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. The provisions and intent of the Contract, including the General Conditions and General Requirements, apply to this work as if specified in this section.

### 1.02 DESCRIPTION OF WORK

- A. The extent and location of the demolition work is indicated on the Drawings. The work includes, but is not limited to, the requirements for the removal, wholly or in part, and satisfactory disposal of ballast, subgrade materials, special trackwork, trackwork, other track materials, miscellaneous site debris, and other obstructions which are designated to be demolished on the Drawings or within these Specifications.

### 1.03 SUBMITTALS

#### A. Demolition Management Plan (DMP)

1. The DMP shall provide the procedures proposed for the complete accomplishment of the demolition work and management of the demolition wastes and documentation.
  - a. The procedures shall provide for safe conduct of the work, careful removal and disposition of materials specified to be salvaged or disposed, protection of property to remain undisturbed, and coordination with other work in progress.
  - b. The procedures shall include a detailed description of the methods, staff, and equipment to be used for each operation, the sequence of operations, and quality control measures to ensure compliance with the Contract and regulatory requirements.
  - c. The plan shall reference the requirements and procedures defined in Sections 01 35 43.19 and 01 74 19 with respect to soil and ballast excavation, handling, testing, and disposal.
  - d. The plan shall acknowledge that the work is to take place in an active intermodal railyard and that the Contractor shall confine operations and staging to the laydown area(s) on the plans and the limits of the turnouts to be replaced and yield to railyard traffic at all times.

## **PART 2 - PRODUCTS**

### 2.01 SALVAGE ITEMS FOR PORT OF TACOMA

- A. All material designated to be salvaged to the Port of Tacoma shall be placed within Contractor Laydown area(s) as indicated on the Drawings, where Port staff will load and haul the materials from the site. All salvaged material delivered to the Port shall be stacked on Contractor supplied pallets where practical, or stored by blocking larger items on Contractor supplied dunnage in a neat and orderly manner.
  1. Five frogs, including frog tie plates.
  2. All joint bars
  3. All hook twin tie plates.

4. Approximately 50 timber railroad ties marked for salvage. Tie plates to remain attached.

## 2.02 ITEMS TO BE REMOVED

### A. Material designated to be removed by contractor.

1. Existing 112 lb and 115 lb rail; tie plates, except those identified for salvage; spikes; nuts; bolts; anchors; and fasteners removed for new track work.
2. Existing switch points, switch rods, switch stands.
3. Existing gage rods.
4. Existing ballast and native material excavated from track section.
  - a. Refer to Sections 01 35 43.19 and 01 74 19 for handling, testing, and disposal requirements.
5. Timber railroad ties within removal limits not marked for salvage.
  - a. Refer to Sections 01 35 43.19 and 01 74 19 for handling, testing, and disposal requirements.

## PART 3 - EXECUTION

### 3.01 SOIL AND BALLAST MATERIAL STOCKPILE

- A. Stockpile all removed soil and ballast material on site within the limits of the Contractor Laydown area(s). Contractor is responsible for adhering to the holding, testing, and handling procedures described in Sections 01 35 43.19 and 01 74 19.

### 3.02 DISPOSAL AND DISPOSITION OF MATERIALS

#### A. Disposition of Materials

1. All materials and equipment removed, and not reused or salvaged, shall become the property of the Contractor and shall be removed from Port property.
2. The Contractor assumes full responsibility for the proper disposal of all demolition materials under this Contract in a manner that meets the requirements of federal, state and local regulations for protecting the health and safety of employees, the public, and for protecting the environment.
3. Existing ballast, excavated base course and excavated soil shall be handled, tested, and disposed of in accordance with Sections 01 35 43.19 and 01 74 19.

#### B. Cleanup:

1. Haul route and paved site areas will be swept to remove any construction debris or soil tracked out by construction equipment and vehicles.
2. There shall be no debris, rubble or litter left at the site from any of the demolition operations and the site shall be clean.

**END OF SECTION**



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## **PART 1 - GENERAL**

### **1.1 RELATED WORK SPECIFIED ELSEWHERE**

- A. The provisions and intent of the Contract, including the General Conditions and General Requirements, apply to this work as if specified in this section.

### **1.2 DESCRIPTION OF WORK**

- A. This Section specifies the material requirements and performance criteria for complete trackwork and special trackwork to be furnished by the Contractor and installed in accordance with the Contract Drawings.
- B. Except as modified herein, special trackwork shall be designed, manufactured, tested, assembled, inspected, handled and shipped in accordance with the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Portfolio of Trackwork Plans, and the AREMA Manual of Railway Engineering.
- C. The extent and location of railroad work is indicated on the drawings. The work includes the requirements for providing railroad track and special trackwork complete with rail, ties and all appurtenances necessary for a complete, operable railway system.

### **1.3 REFERENCED STANDARDS:**

- A. American Railway Engineering and Maintenance-of-Way Association - Manual for Railway Engineering (AREMA) 2014.

### **1.4 CONTRACTOR FURNISHED MATERIAL:**

- A. Contractor shall provide all materials required for completion of the Work, except those materials identified in Section 01 64 00 as Port Furnished Products.

### **1.5 PORT FURNISHED MATERIAL:**

- A. The Port will provide the materials identified in Section 01 64 00 as Port Furnished Products. Quantity of Port Furnished Product items shall be as indicated in Section 01 64 00

### **1.6 SUBMITTALS:**

- A. Certification of Rail
  - 1. Contractor to provide Certifications of compliance from suppliers or manufacturers that Rail delivered to the site is in conformance with AREMA Specifications Chapter 4, Part 1 Design of Rail and Part 2 Manufacture of Rail.

2. The chemical analysis of the rails listed by heat number, and the specified chemical analysis elements.
  3. The Brinell hardness of the rails shipped by heat numbers.
- B. Certification of Other Track Material
1. Contractor to provide Certifications of compliance from suppliers or manufacturers that Joint Bars, Compromise Joints, Track Bolts, Nuts and Washers delivered to the site are in conformance with AREMA Specifications Chapter 4, Part 3 Joining of Rail.
- C. Certification of Tie Plates
1. Contractor to provide Certifications of compliance from suppliers or manufacturers that Tie Plates delivered to the site are in conformance with AREMA Specifications Chapter 5, Part 1 Tie Plates and these specifications.
  2. Contractor to provide shop drawing detailing all tie plates using elastic fasteners.
- D. Certification of Elastic Fasteners on Timber Ties
1. Contractor to provide Certifications of compliance from suppliers or manufacturers that Elastic Fasteners delivered to the site are in conformance with AREMA Specifications Chapter 5, Part 9, Design Qualification Specifications for Elastic Fasteners of Timber Cross Ties.
  2. Contractor to provide shop drawing detailing elastic fasteners and clamping force.
- E. Certification of Screw Spikes
1. Contractor to provide Certifications of compliance from suppliers or manufacturers that Screw Spikes delivered to the site are in conformance with AREMA Specifications Chapter 5, Part 10, Section 10.1 Steel Screw Spikes.
- F. Gage Rods: Provide catalog cut.
- G. Certification of Ballast
1. The Contractor shall provide laboratory certification that the railroad ballast meets the Specifications of this Section.
- H. Vertical and Horizontal Alignment Verification: Submittal to consist of documented measurements of the vertical and horizontal alignment of the new turnouts to verify consistency with the FRA Safety Standards for Track Geometry Gage and Alinement for Class 3 track.
- 1.7 QUALITY ASSURANCE:
- A. The Contractor performing railroad work shall be regularly engaged in the furnishing and installation of railroad trackwork, and shall employ at least one (1) supervisory person who is thoroughly trained and experienced in trackwork construction. The supervisor shall be completely familiar with the design and application of the work described in this Section and shall direct all work performed under this Section.
- B. The Contractor shall own a copy of the American Railway Engineering and Maintenance-of-Way Association - Manual for Railway Engineering (AREMA) 2014, Chapters 1, 4, 5, and 30.

## **PART 2 - PRODUCTS**

### **2.1 GENERAL:**

- A. Furnish and install all track materials and products to complete the railroad track and special trackwork, as shown on the Drawings. Completed railroad track shall conform in all regards to the AREMA Manual of Railway Engineering.
- B. Trackwork will use a resilient fastening system, Pandrol type E, or approved equal.

### **2.2 RAIL:**

- A. The Contractor shall provide new rail. All rail shall be 115 RE meeting the requirements of AREMA Manual, Chapter 4, Part 2, Specification Section "Specifications for Steel Rails". The Contractor shall provide high strength head hardened rail. High strength head hardened rail shall have a minimum surface Brinell Hardness number of 370.
- B. The rail for this track to generally be constructed using lengths of 39 feet or 78 feet.
- C. Bolt holes within the rail are not acceptable, except at the ends of the rail at locations where joint bars are used.
- D. The rail section shall conform to the dimensions shown in AREMA Manual, Chapter 4, Part 1 for 115 RE.

### **2.3 RAILWAY BALLAST:**

- A. Railway Ballast: Gradation No. 4 is to be used in this project. The railway ballast shall conform to the material requirements and be manufactured in accordance with AREMA Chapter 1, Part 2 Ballast, and be manufactured by mechanical crushing from ledge rock, talus, or gravel and shall have at least 100% of the material with one fractured face and 95% of the material retained on a 3/4-inch screen with three (3) fractured faces. The material from which railway ballast is manufactured shall meet the following test requirements:
  - 1. Los Angeles, Wear, 500 Rev. 35% max.
  - 2. Railway Ballast shall meet the following requirements for grading and quality when sampled from stock pile to be loaded for shipment:
  - 3. Gradation Number 4

Sieve Size	Passing % by Weight
1 1/2 inch	90-100
1 inch	20-55
3/4 inch	0-15
1/2 inch	-
3/8 inch	0-5

- 4. Gradation test shall be determined in accordance to ASTM C-136, utilizing square opening sieves conforming to ASTM Specifications E-11.

5. Material qualities shall be as follows:

Property	Minimum	Maximum	Test Method
Percent Passing No. 200 Sieve	-	1%	ASTM C117
Bulk Specific Gravity - Rock	2.6	-	ASTM C127
Absorption – Rock	-	1.3 %	ASTM C127
Clay Lumps and Friable Particles	-	0.5 %	ASTM C142
Degradation	-	35%	ASTM C535 ASTM C131
Flat and Elongated Particles	-	5%	ASTM D 4791 Test C, Length > 3 times avg thickness

6. Railway Ballast material shall not contain more than a total of 1% by weight of wood wastes, clay lumps, dust, or other extraneous material. Carbonate rock and slag is prohibited for use as ballast. No less than 85% of Railway Ballast material retained on a 3/8" sieve shall have at least one (1) fractured face.

#### 2.4 JOINT BARS AND COMPROMISE JOINTS:

- A. Joint bars shall conform with the AREMA Manual, Chapter 4, Part 3 "Joining of Rail", Section 3.1 and 3.2. Joint Bars shall be 6-hole, 36 inches long, conforming to the AREMA Manual for Railway Engineering, Section 3.2 "Joint Bars and Assemblies."
- B. The bars shall be smoothly rolled, or forged, true to template and shall accurately fit the rails for which they are intended and shall provide a true alignment of the gage and running surfaces of the two rails being connected. A variation of  $\pm 1/32$  inch from the specified size of holes, or  $\pm 1/16$  inch from the specified location of holes, and of  $\pm 1/8$  inch from the specified length of joint bar will be permitted.
- C. Each compromise joint bar shall also have the rail sections shown at each end along with the word "Gage" or "Out" to indicate on which side of the rail the bar is to be used. (If the compromise joint bars are interchangeable, the words gage and out will be omitted.)

#### 2.5 TIE PLATES:

- A. Tie plates shall conform to AREMA Manual Chapter 5, Part 1, "Specifications for Steel Tie Plates".
- B. Either low carbon or high carbon steel tie plates may be furnished.
- C. Tie plates located in the curves:

1. Tie plates located within the curves shall accommodate two elastic spring clips and at least four screw spikes to secure the plates to the timber ties. Tie plates to have a minimum length of 18". Tie plates shall have minimum width of 8" and minimum thickness of 31/32" under the rail in base section.
- D. Tie plates located on tangent track:
1. Tie plates located on tangent track shall accommodate two elastic spring clips and at least four screw spikes to secure the plates to the timber ties. Tie plates to have a minimum length of 16" for 136 RE and minimum length of 15" for 115 RE. Tie plates shall have minimum width of 7-3/4" and minimum thickness of 5/8" under the rail in base section.
- E. Tie plates to have 1" diameter holes to accommodate 15/16" diameter screw spikes.
- F. Tie plates to provide for 115 RE with 5.5" base. 115 lb. tie plates to be provided under 115 lb. rail remaining near the turnouts at each end of the work.
- G. Tie plate section to be canted 1:40,+/-5, toward the center line of track.
- H. Tie plates shall have smooth flat bases with no ridges or indentations.
- 2.6 TRACK BOLTS, NUTS, AND SPRING WASHERS:
- A. Track bolts and square nuts shall be new, conforming to the current AREMA Manual, Chapter 4, Part 3, "Specifications for Heated Treated Carbon Steel Track Bolts and Carbon Steel Nuts". Spring washers shall be new conforming to the current AREMA manual Chapter 4, Part 2, "Specification for Spring Washers". For each track bolt, provide a square nut and spring washer of proper size for each bolt.
- 2.7 ELASTIC RAIL CLIPS:
- A. The elastic rail clips to be used shall be one piece, threadless fasteners of spring steel Pandrol e-2055 Rail or approved equal, which must meet all the following requirements:
- B. An easy to install one piece elastic spring steel rail clip without threaded elements which can be easily removed from its housing without any possible damage to or the loss of the lateral support provided by the shoulder. The design and configuration of the clips, their housing and their area in contact with the rail should be such that a nominal rail seat clamping force of 2500 pounds per clip is provided and frequent rail slippage can be allowed without stressing, bending, twisting or damaging the clips or their housing.
- 2.8 SCREW SPIKES:
- A. Screw spikes shall be new, conforming to the current AREMA Manual, Chapter 4, Part 10, Section 10.1.
- B. Screw spikes used to fasten the plates to the timber ties shall be one piece with reinforced throat, 3/4" square head, 15/16-inch diameter, 6-inches long per AREMA plan 2S Square Head Screw Spike.
- C. The head shall be concentric with and firmly joined to the body of the screw. The material shall be free from injurious defects and shall have a workmanlike finish. Screws shall be provided with plain finish.

- D. Finished screws shall conform to the following minimum requirements for tensile properties:
  - 1. Standard Strength
    - a. Tensile Strength, psi 74,000 Min
    - b. Yield Strength, psi 37,000 Min
    - c. Elongation, % 18 Min
- E. Except for heat-treated screws, steel mill cert data may be used for tensile strength with approval of the Port.
- F. A letter or brand indicating the manufacturer shall be located on the top of the washer of each screw.
- G. High strength screws shall be marked with an “H” of the top of the washer.

2.9 GAGE RODS:

- A. Gage rods shall be manufactured to fit the specified rail, shall be manufactured from 1-1/4-inch diameter steel bar with double adjustable clamps at both ends to grip both sides of the rail, and shall be set for standard gage track. Gage rods to be installed on 13' centers within the curves. One insulated gage rod to be installed near the switch points at southwest end of project.

**PART 3 - EXECUTION**

3.1 GENERAL:

- A. The track will be constructed using timber ties and bolted rail. Track construction shall be in conformance with the standards of the American Railway Engineering and Maintenance-of-Way Association and the requirements set forth below. In general, the track is to be constructed using 78'± rail lengths. Burned or sheared rail will not be accepted. Tie spacing will be 19" on center unless otherwise noted on the drawings

3.2 RAILWAY BALLAST:

- A. Ballast sections shall conform to typical cross section shown in the Drawings.
- B. Ballast shall be unloaded at required locations in a manner to minimize redistribution and handling.
- C. The ballast shall consist of Class 4 ballast and be placed before the ties are laid. Raise both rails uniformly to the designed grade.

3.3 TRACK CONSTRUCTION:

- A. Existing ties, rail and ballast will be removed or salvaged within the limits of Contractor Laydown Area(s) shown on the drawings.
- B. Trackwork: Lay rails on timber tie track with staggered joints such that joints in opposite rails shall be staggered not less than 12 feet apart. Use temporary shims to secure proper spacing between the ends of rails. The rail temperature, at the time of laying, shall determine the number and thickness of shims required. Shim thickness shall be in accordance with table 5.2 in AREMA Section 5.1.4.
- C. Space timber ties at 19-inch centers unless otherwise noted.

- D. Care shall be taken in handling or spacing ties to not damage them with picks or spiking hammers. Ties shall be lifted and supported during storage, transportation, and placed in such a manner as to prevent damage. Ties shall not be dropped to the roadbed. Tie tongs, lining bars, other suitable tools or tie spacing equipment shall be used.
- E. Place wood ties with heartwood face down and square to the rail, except as otherwise shown in the Plans.
- F. Ties shall be placed within 0.5 inches of perpendicular to the opposite rail.
- G. Cribs shall be filled to full height unless otherwise directed by the Engineer.
- H. Tie Plates: Set tie plates in correct position on the ties, true to gage, and with shoulders in full contact with the rail. Place one tie plate under each rail at each tie.
- I. Joint Bars: Secure joint bars in place with the full number of bolts, nuts and lockwashers. Stagger bolts, with heads placed inside and outside alternately, and draw tight before fastening rail to tie.
  - 1. A lubricant shall be applied on the rail within the area of the joint bar at time of installation.
  - 2. Rail joints shall be applied so that bars are not cocked between base and head of rail. Bars are to be properly seated in rail.
  - 3. Rail joints are not to be placed in limits of paving on asphalt crossing.
- J. Screw Spikes: Two screw spikes to be provided each side of rail for a total of four screw spikes per plate.
- K. Gage Rods: Gage rods shall be provided in all curves and spaced at 13-foot centers along the centerline of track.

#### 3.4 TRACK LAYING:

- A. The Contractor shall construct the track in conformance with the approximate alignment shown on the Drawings. Alignment is based on the center line of track, equidistant between gage sides of the rails. The Contractor shall match into existing track horizontal and vertical alignment on all legs of new turnouts.
- B. The Contractor shall perform final surfacing and tamping following all other track construction items affecting the track structure. The ballast to conform to the ballast section shown on the Drawings.
- C. The Contractor shall place the track in good alignment before the final ballast lift is made. The maximum throw for final lining shall not exceed 1 inch. Contractor shall set hubs for the alignment before the final lift is made and final alignment shall conform to the hubs.
- D. Gage of Track:
  - 1. Gage of track is the inside dimension between running rails, measured at right angles to the alignment of the track 5/8" below top of rail. The standard gage of track is 4'-8 1/2".
- E. Track Tolerances:

1. The final gage, cross level, and horizontal and vertical alignment of all track shall be within the tolerance shown below:
  2. Gage variation:
    - a. Gage variation shall not exceed 1/8"(+/-) in new track construction.
    - b. New track will be laid to 4'-8 1/2" gage.
  3. Cross Level:
    - a. Deviation from cross level: No reverse cross level on curves will be allowed. A maximum deviation of minus 1/2 inch cross level on inside rail of curve will be allowed. A maximum of 1/4" cross level deviation will be allowed on tangent track.
  4. Horizontal Track Alignment:
    - a. Maximum allowable deviation of the middle ordinate from a 62-foot chord,
    - b. On curves: 3/8 inch
    - c. b. On tangents: 1/4 inch
- F. Vertical Track Profile:
1. The maximum permissible variation from profile elevation detailed on profile drawings shall be + 1/2 inch, -0 inch
- G. Maximum permissible runoff per 40 feet in any interim raise shall not exceed: 1 inch
- H. The maximum permissible variation from a uniform profile on either rail at the mid-ordinate of a 62-foot chord shall not exceed: 1/4 inch
- 3.5 ASSEMBLE AND INSTALL TURNOUTS:
- A. Install turnouts as shown on Drawings.
  - B. Installation of frog plates, switch plates, and plates under closure rails shall conform with AREMA trackwork standards.
  - C. Following installation of special trackwork on initial layer of ballast, special trackwork shall be lifted, aligned and supported prior to placement of final ballast.
  - D. Ballast shall be uniformly placed and spread. Turnout shall then be raised and ballast tamped under both sides of each tie for the full length of tie. Tamp ballast thoroughly throughout length of all ties in turnout. Hand-held power tamping tools shall be used where workheads of tampers cannot reach tie cribs in Special Trackwork. Final top of ballast shall conform to the ballast section as indicated except in cribs between point of switch and heel of switch where it shall be three inches below base of rail to allow clearance for switch rods.
  - E. When installing various components of Special Trackwork, particular attention shall be given to the following:
    1. Check alignment, gage, and surface through turnout .
    2. See that bolts, nuts, cotter pins, and other fastenings are in place, in good condition, and properly tightened.



3. See that switch points fit snugly against rail when switch is thrown in either position.
  4. See that connecting rod and switch rod bolts are equipped with cotter pins properly spread.
  5. Test operate switches for lost motion and loose connections and adjust as necessary.
  6. Examine rod and fastenings which connect switch point to switch stand to see that they are in place and in good condition.
- F. Switch stands shall be so installed as to hold switch point tightly against the stock rail when stand is in normal position. Switch rods shall be adjusted to hold opposite point tightly against rail when stand is in reverse position.
- G. Switch stands shall be kept securely spiked to switch ties. Switch ties shall be set square with track and kept firmly tamped.
- H. At time of installation, all sliding surfaces of special trackwork assemblies shall be lubricated with a dry film graphite lubricant in accordance with manufacturer's recommendations .
- I. Tamping shall be as per Article 3.08.B of this Section.
- J. No closed point switch point shall be installed in the main track unless it has the proper point protection in place and tested.

### 3.6 DRILLING:

- A. Rail ends for bolted joints shall be drilled in accordance with AREMA standards. Any additional holes in rail will be sufficient cause for rejection.
- B. Holes in rail shall be drilled to proper size and not punched, slotted, or cut with a torch, and holes shall be chamfered to remove sharp edges.
- C. A variation of 1/32 inch in size and location of bolt holes shall be allowed.
- D. Holes shall be located with proper size rail drilling template and marked with a center punch prior to drilling. Drilling through joint bars is prohibited.

### 3.7 RAIL ENDS:

- A. Rail shall be cut with rail saw to a tolerance of 1/32 inch from square. All burrs shall be removed and ends made smooth. Torch cut rails will be rejected.
- B. Battered or mismatched ends shall be built up or ground off

### 3.8 SURFACE, ALIGN AND DRESS

- A. Contractor shall perform all surfacing within the stated project limits as specified to bring line and surface into compliance within track geometry tolerances specified in this section.
  1. Surface, line and dressing shall extend a minimum of 50' beyond connection to existing rail at each leg of the turnout.
- B. Contractor shall surface track to zero crosslevel.

- C. Ballast shall be spread and track raised in a series of lifts. No single lift shall be higher than 4 inches. In raising track, jacks or equipment shall be regulated to avoid bending of angle bars or straining of joints. When jacks are used they shall be simultaneously used and properly spaced at not more than quarter points of rail to avoid breaks or bends in rail when track is raised. Both rails shall be raised simultaneously and to proper crosslevel by raising jacks.
- D. Each tie shall be tamped from 15 inches inside rail to end of tie. Tamping shall not be permitted at middle of tie. Both ends of a tie shall be tamped simultaneously and tamping inside and outside rail shall be done at same time. Equipment used for surfacing truck shall be subject to approval by Engineer.
- E. Ties that become loose during track raising shall be unfastened realigned, and re-fastened before tamping. During each track raise, track is to be uniformly tamped.
- F. After ballasting is completed and track is surfaced and lined, according to tolerances, ballast shall be trimmed neatly and surplus material shall be spread evenly along ballast shoulder.
- G. Contractor shall perform necessary operations to assure that all ties are at right angles to track.
- H. Contractor shall perform two tamping squeezes per tie up to 1-1/2 inches of raise with one additional insertion and squeeze for each additional 1 inch of raise. Joint ties shall be given one additional squeeze than other ties. The maximum allowable raise per surfacing pass shall be 2 inches.
- I. In locations where squeeze tampers cannot fill and compact ballast, such as at frogs, guard rails, switch points of turnouts and headblocks, etc., mechanically tamp with air tools or other hand-held power tamping tools.
- J. On curves, high rail shall be used as line rail and low rail shall be used as grade rail.
- K. When surfacing turnouts, the straight side of turnout shall be used as the line rail.
- L. After ballast regulating in turnouts, Contractor shall immediately clean excess ballast from switch point area, including switch points, switch rods, connecting rods, and guardrail and frog area.
- M. After ballast is regulated and dressed, Contractor shall ensure that resilient fasteners, track bolts and rail anchors are tight and in proper alignment.
- N. Contractor caused damage to signal equipment, shall be repaired at Contractor's sole expense.

### 3.9 TESTING:

- A. Before final acceptance of trackwork, the Port will provide for a suitable test locomotive to be run over the entire length of new trackage in the presence of the Engineer. There shall be no noticeable settlement or deflection of ties and rail during the test. The Contractor shall re-line, surface, tamp, or otherwise correct any and all deficiencies as directed by the Engineer.

**END OF SECTION**

## **PART 1 - GENERAL**

### 1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. The provisions and intent of the Contract, including the General Conditions and General Requirements, apply to this work as if specified in this section.

### 1.02 DESCRIPTION

- A. This section specifies the material requirements and performance criteria for connection of rail segments by aluminothermic (thermite) welding.

### 1.03 SUBMITTALS

- A. Submit under provisions of Section 01 33 00, "Submittal Procedures", the following information:
  - 1. Procedure: Submit proposed materials, methods and procedures to be used for thermite welding of rail. Include procedure, materials and methods and include the following items:
    - a. Manufacturer's trade name for welding process.
    - b. Method used for cutting and cleaning of rail ends.
    - c. Minimum and maximum spacing between rail ends.
    - d. Method used for maintaining rails in alignment during welding.
    - e. Method used for preheating including time and temperature.
    - f. Tapping procedure including minimum time required to cool weld under mold insulation.
    - g. Method used, including a description of special tools and equipment for removing gates and risers and finishing weld to the final contour .
    - h. Test Reports.
    - i. Welding Records.

### 1.04 QUALIFICATION

- 1. Welding shall be performed under direct supervision of an experienced welding foreman or supervisor with a minimum of three years experience in thermite welding, working on a Class I Railroad.

## **PART 2 - PRODUCTS**

### 2.01 MATERIALS

- A. For thermite welding, materials and equipment shall be as manufactured by "Boutet", "Orgotherm", or other approved equivalent for standard rail.

### **PART 3 - EXECUTION**

#### **3.01 GENERAL**

- A. For thermite welding, methods and procedures shall comply with AREMA Manual, Chapter 4, specification for "Thermite Welding-Rail Joints-1980," and with welding kit manufacturer's recommendations and as specified herein.
- B. Rail ends for thermite welding shall be prepared in accordance with recommendations of welding kit manufacturer.
- C. For thermite welding, rail ends shall be preheated prior to welding to a sufficient temperature and for sufficient time to ensure full fusion of weld metal to rail ends without cracking of rail or weld.
- D. Completed weld shall be finished by mechanically controlled grinding to conform to same requirements specified for shop welding.
- E. Welds shall not be made within six (6) inches of bolt holes, or pin holes, or within 3 feet of plant weld.
- F. Follow recommendations of rail manufacturer for welding heat-treated or high strength rails.
- G. Welds must be in cribs between ties and located no closer than four (4) inches to nearest tie.

#### **3.02 FIELD WELDING RECORD**

- A. Field welding record shall be continuously maintained and furnished weekly to Engineer. Record shall include the following details:
  - 1. Date and time of weld(s)
  - 2. Location by subdivision, stating track and rail
  - 3. Contractor 's foreman
  - 4. Air and rail temperature
  - 5. Anchorage and rail stress
- B. Rail shall be painted in legible characters at least 1-1/2 inches high at each field weld with the following information:
  - 1. Date of Weld (MO/DAY/YR)
  - 2. Initials of welder performing weld
  - 3. Air temperature at time of weld (AT XXX)
  - 4. Rail temperature at time of weld (RT XXX)
  - 5. Example: 5/5/93 ABC AT90 RT120

#### **3.03 TOLERANCES OF FIELD WELDS**

- A. Maximum dimensional tolerance variations, based upon use of 36-inch straight edge, are as follows:
  - 1. Rail Head:

- a. Vertical Offset
  - b. Horizontal Offset
  - c. Vertical Crown
  - d. Horizontal Kink
  - e. 0.020 inches
  - f. 0.040 inches
  - g. 0.030 - 0.045 inches
  - h. 0.020 inches
2. Rail Base:
- a. Horizontal Offset
  - b. Offset Bending 0.010 per inch

### 3.04 FINISHING OF FIELD WELDS

- A. Sharp edges and burrs are to be removed, including chimneys from welds. All welds shall be ground smooth.
- B. Weld joints shall be smooth on top and sides and straight in line. No overgrinding is permitted.
- C. Weld joints shall be smooth on sides and bottom. Offset blending permitted at rate of 0.010 per inch.
- D. Weld joints shall be smooth on both sides to within 1/8 inch of original contour. Width of remaining upset will be between 1/2 inch and 5/8 inch.

### 3.05 FIELD WELD TESTING

- A. Rail welds shall be tested by the Contractor through use of a testing agency using Ultrasonic testing method in accordance with ASTM E 164. The results of testing shall be provided to the Engineer.
- B. Each completed weld shall have full penetration and complete fusion and be entirely free of cracks. Total area of internal defects such as porosity and slag inclusions shall not exceed 0.060 square inch and largest single porosity or slag defect permitted shall not exceed 1/8 inch in diameter.
- C. Other causes for rejection of welds shall be:
  1. Cracks that show in finished weld are cause to reject weld.
  2. Pit holes that show in web and base of weld after finish grinding are cause to reject weld. Pit holes in head not exceeding 1/4 inch in depth may, if approved by Engineer, be repaired by gas welding.
  3. Welded joints not meeting these specifications and tolerances shall be replaced by Contractor at no additional cost to the Port. Defective weld shall be cut out, and a new section of rail not less than 13 feet long shall be inserted, welded and retested at no additional cost to the Port.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. The provisions and intent of the Contract, including the General Conditions and General Requirements, apply to this work as if specified in this section.

### **1.02 DESCRIPTION OF WORK**

- A. This Section specifies the material requirements and performance criteria for complete special trackwork including turnouts to be furnished by the Contractor in accordance with the Contract Drawings.
- B. Except as modified herein, special trackwork shall be designed, manufactured, tested, assembled, inspected, handled and shipped in accordance with the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Portfolio of Trackwork Plans, and the AREMA Manual of Railway Engineering.

### **1.03 REFERENCE STANDARDS**

- A. Comply with all applicable local, State and Federal codes provisions of most recent edition, including all addenda, of following codes, specifications, standards, and recommended practices, except as otherwise indicated:
  - 1. AREMA MANUAL – American Railway Engineering and Maintenance-of-Way Association, Manual for Railway Engineering
  - 2. AREMA PORTFOLIO – American Railway Engineering and Maintenance-of-Way Association, Portfolio of Trackwork Plans
  - 3. FRA-DOT – Federal Railroad Administration, Department of Transportation

### **1.04 QUALITY ASSURANCE**

- A. All special trackwork specified shall be standardized throughout the project trackage. Mixing and matching of different materials from different suppliers shall not be permitted.
- B. Testing and inspection shall conform to the AREMA Manual, AREMA Portfolio and these specifications, except that no inspections will be conducted by the Engineer at the manufacturers' site.

### **1.05 SUBMITTALS**

- A. The Contractor shall submit, under the provisions of Section 01 33 00, "SUBMITTALS", the following information:
  - 1. Compliance: Supplier's certification that the material delivered to the site is in compliance with the Specifications. Include all test results and submittals stipulated in the references sections of AREMA Manual and Portfolio.

## **PART 2 - PRODUCTS**

### **2.01 TURNOUTS AND CROSSOVERS**

- A. Turnouts shall have 16'-6" switch points with graduated risers and shall conform to AREMA Portfolio Plan No. 112-08. Turnouts shall be furnished with appurtenant hardware for hand throw switches as indicated in these Specifications and as directed by the Engineer. Switch points shall be Samson undercut type and be manufactured per AREMA Specifications for Special Trackwork and with AREMA Plan No. 221-12. Turnouts shall include curved, straight, closure rails utilizing 115 RE rail with screw spikes and elastic fasteners (Pandrol style). Field bending of stock rail is permitted.
- B. Guardrails shall be 13'-0" long, new or relay, and conform to AREMA Plan No. 504-03.
- C. The special trackwork components shall be designed to be hand thrown capable of providing 300 pounds of force at mid-stroke and 500 pounds of force at the end of the throw.
- D. All switches shall have graduated risers.
- E. Frogs shall be one piece, rail-bound manganese. Contractor shall use resilient fastening system for all frog base plates and gage plates.
- F. Frogs shall conform to AREMA Portfolio of Trackwork Plans, Plan No. 623-03, 16' rail bound manganese steel frog for 115RE rail with screw spike plates and elastic fasteners. Rail used for frogs shall be domestic industrial quality. Frogs shall be drilled for three (3) bolts to match the specified rail.
- G. The arm ends of the frogs shall be beveled as per AREMA Portfolio Plan No. 1005-03 "Beveling of Rail Ends for Special Trackwork". Rail bending shall be done with great care to avoid stress build up and injury to the rails. Rail shall be bend cold whenever possible. If heating the rail should be necessary, the surface temperature of the rail shall not exceed 800° F and the surface of the remainder of the rail section shall not exceed 1100° F. Heating shall be done in a manner so as to have a minimal adverse effect on the metal.
- H. Switch points shall be in accordance with AREMA Plan No. 221-12, Detail 5100 and as indicated.
- I. Adjustable rail braces, switch plates and plates under the closure rails shall conform to details for plates in AREMA Portfolio of Trackwork Plans Plan No. 224-08. Switch plates shall use screw spikes. Turnout plates shall conform to Plan No. 112-08 and as indicated.
- J. Switch point guards shall be furnished for all switches. Switch point guards shall be adjustable manganese steel switch point guard Model U69 as manufactured by A&K Railroad Materials, Model 33C1 as manufactured by Voestalpine, Type FM as manufactured by Western Cullen Hayes or approved equal. Switch point guards shall be furnished with appropriate switch plates and mounting hardware.
- K. Switch stands shall be Racor Model 22-E trailable, adjustable switch stands with low banner, "Backsaver" handle, adjustable connecting rod and bolts with cotter pins. The bolt hole in the switch stands, connecting rods and switch rods shall all be the same



matching diameter with matching size bolts. Mismatch of bolts and bolt holes will be cause for rejection.

- L. Turnout sizes shall be as indicated in the Contract Drawings.
- M. Turnouts shall be of bolted design.
- N. Switch rods and clips shall conform to AREMA Plan No. 222-08. The Contractor shall furnish switch rods with all associated slide and runoff plates.
- O. Gage Plates
  - 1. Gage plate shall be at least 3/4-inch thick and the width shall be 8 inches. Gage plates and switch plates within the turnout shall be manufactured in accordance with the AREMA Portfolio of Trackwork Plans No. 223 and shall be modified to suit elastic fasteners.
  - 2. Plates shall conform to the AREMA "Specifications for Special Trackwork", Section M7, rolled "Mild Steel".

## 2.02 RAIL

- A. Rail shall be new, 115 RE head hardened rail for turnouts conforming to AREMA Chapter 4.

## 2.03 TIES

- A. Wood ties shall conform to the requirements of AREMA Chapter 30, Part 1 and Part 3.
- B. Ties shall be new, treated, manufactured from hardwood for switch and turnout ties.
- C. Switch ties shall be the length as indicated in the Drawings with a thickness of 7" and width of 9" throughout the section between 12" and 20" from each end of the tie. Ties shall be treated per AREMA with steel end plates.
- D. Steel end plates required at both ends of each wood ties to prevent splitting.
- E. Ties shall be treated to conform to AREMA Chapter 30, Part 3, and as follows:
  - 1. The preservative shall consist of pure coal tar creosote conforming to American Wood Preservers Association (APWA) Standard P1/P13, or a mixture by of 50% by volume of such creosote and 50% of an approved petroleum oil conforming to APWA Standard P4. The preservative used shall comply with all Local, State and Federal requirements. The creosote and oil shall be thoroughly mixed in the working tank until the mixture is of uniform composition.
  - 2. Retention of preservatives shall conform to APWA Standards C1 and C6. Holes that may be gored shall be filled with tight fitting treated plugs. Cross ties not conforming to stipulated minimum requirements may be retreated and re-offered for acceptance.
  - 3. Incising before treatment is required on soft wood ties and on all switch ties.
- F. Timber ties shall be rejected:
  - 1. When decayed to the slightest degree.
  - 2. A large hole exists that is more than 1/2" in diameter and 3" deep within, or more than 1" in diameter and 3" deep outside the sections of the tie between 20" and

40" from its middle. Numerous smaller holes or any number equaling a large hole in damaging effect.

3. A large knot is present where the width exceeds one quarter of the width of the surface on which it appears but such knot, if sound, may be allowed if it occurs outside the sections of the tie between 20" and 40" from its middle. Numerous knots are any number equaling a large knot in damaging effect.
4. A shake indicating separation of one ring of annular growth from another. A tie containing a shake more than one-third the width of the tie in length or more than 1/8" wide will be rejected.
5. A split exists (a break across annular rings) over 8" long or 1/8" wide or 2" deep.
6. Not straight, square-sawn, cut at the ends, having top and bottom parallel, or/and having bark entirely removed.
  - (1) A tie will be considered straight when a straight line from a point on one end to a corresponding point on the other end is no more than 2" from the surface of all points.
  - (2) A tie is not well-sawn when its surfaces are cut into with scoremarks more than 1/2" deep, or when its surfaces are not even.
  - (3) The top and bottom of a tie will be considered parallel if any difference at the sides or ends does not exceed 1/4".
  - (4) For proper seating of nail plates, tie ends must be flat, and will be considered square with a sloped end of up to 1/2", which equals a 1 in 20 cant.
7. If more than 1/4" narrower in width or 1/4" thinner in thickness or 2" shorter in length than size as specified.
8. Ties which do not conform to the foregoing specifications are to be termed "culls" and will be rejected.

### **PART 3 - EXECUTION**

#### **A. NOT USED**

**END OF SECTION**

## **CONSTRUCTION SWPPP SHORT FORM**

The threshold for using the Port of Tacoma’s (Port) short form is a project that proposes to clear or disturb less than one acre of land. Projects falling within this threshold may use this short form instead of preparing a professionally designed Construction Stormwater Pollution Prevention Plan (SWPPP). If project disturbance quantities exceed this threshold, you must prepare of formal Construction SWPPP as part of your submittal package. If your project is within the threshold and includes—or may affect—a critical area, please contact the Port to determine if the SWPPP short form may be used.

# CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN SHORT FORM

Project Name:

Address:

Contact/Owner:

Phone:

Erosion Control Supervisor:

Phone:

Cell:

Pager:

Emergency (After hours) Contact:

Phone:

Permit No.:

Parcel No.:

## **Required Submittals**

A Construction SWPPP consists of both a project narrative and a site plan. The project narrative describes existing conditions on the site, the proposed conditions, and how construction site runoff will be managed until final site stabilization is achieved. Any additional relevant information should be included in the project narrative. All Best Management Practices (BMPs) that will be utilized onsite must be included as part of the project narrative and provided (electronically or hard copy) as part of the submittal package. If additional BMPs beyond those included in the Washington Department of Ecology's (Ecology) Western Washington Stormwater Management Manual (Ecology SWMM) or the City of Tacoma's (City) Stormwater Management Manual (City SWMM) are proposed to be used, a narrative and appropriate details describing the BMP (its function, installation method, and maintenance activities) will be required.

The site plan is a drawing which shows the location of the proposed BMPs to control erosion and sedimentation during and after construction activities.

**PROJECT NARRATIVE**

The Construction SWPPP Short Form narrative must be completed at part of the submittal package. Any information described, as part of the narrative, should also be shown on the site plan.

**Note:** From October 1 through April 30, clearing, grading, and other soil disturbing activities shall only be permitted by special authorization from the Port.

**A. Project Description (Check all that apply)**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> New Structure | <input type="checkbox"/> Building Addition | <input type="checkbox"/> Grading/Excavation |
| <input type="checkbox"/> Paving        | <input type="checkbox"/> Utilities         | <input type="checkbox"/> Other:             |

1. Total project area (square feet)
2. Total proposed impervious area (square feet)
3. Total existing impervious area (square feet)
4. Total proposed area to be disturbed (square feet)
5. Total volume of cut/fill (cubic yards)

Additional Project Information:

**B. Existing Site Conditions (Check all that apply)**

1. Describe the existing vegetation on the site. (Check all that apply)
 

<input type="checkbox"/> Forest	<input type="checkbox"/> Pasture/field grass	<input type="checkbox"/> Pavement	<input type="checkbox"/> Landscaping	<input type="checkbox"/> Brush
<input type="checkbox"/> Trees	<input type="checkbox"/> Other:			
2. Describe how surface water (stormwater) drainage flows across/from the site. (Check all that apply)
 

<input type="checkbox"/> Sheet Flow	<input type="checkbox"/> Gutter	<input type="checkbox"/> Catch Basin	<input type="checkbox"/> Ditch/Swale	<input type="checkbox"/> Storm Sewer
<input type="checkbox"/> Stream	<input type="checkbox"/> Other:			
3. Describe any unusual site condition(s) or other features of note.
 

<input type="checkbox"/> Steep Grades	<input type="checkbox"/> Large depression	<input type="checkbox"/> Underground tanks	<input type="checkbox"/> Springs
<input type="checkbox"/> Easements	<input type="checkbox"/> Existing structures	<input type="checkbox"/> Existing utilities	<input type="checkbox"/> Other:

**C. Adjacent Areas (Check all that apply)**

1. Check any/all adjacent areas that may be affected by site disturbance and fully describe below in item 2:

- Streams\*       Lakes\*       Wetlands\*       Steep slopes\*  
 Residential Areas       Roads       Ditches, pipes, culverts       Other:

*\* If the site is on or adjacent to a critical area (e.g., waterbody), the Port may require additional information, engineering, and other permits to be submitted with this short form.*

2. Describe how and where surface water enters the site from properties located upstream:

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3. Describe the downstream drainage path from the site to the receiving body of water (minimum distance of 0.25 mile [1320 feet]). (E.g., water flows from the site into a curb-line, then to a catch basin at the intersection of X and Y streets. A 10-inch pipe system conveys water another 1000 feet to a wetland.) Include information on the condition of the drainage structures.

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**D. Soils (Check all that apply)**

The intent of this section is to identify when additional soils information may be required for applicants using this short form. There are other site-specific issues that may necessitate a soils investigation or more extensive erosion control practices. The Port will determine these situations on a case-by-case basis as part of their review.

1. Does the project propose infiltration? Infiltration systems require prior Port approval.

- Yes       No

2. Does the project propose construction on or near steep slopes (15% or greater)?

- Yes       No

If infiltration is proposed for the site or steep slopes (15% or greater) have been identified, the Port will require soils information as part of project design. The applicant must contact a soil professional or civil engineer that specializes in soil analysis and perform an in-depth soils investigation. If the Yes box is checked for either question, the Port may not permit the use of this short form.

**E. Construction Sequencing/Phasing**

1. Construction sequence: the standard construction sequence is as follows:
  - Mark clearing/grading limits.
  - Install initial erosion control Best Management Practices (BMPs) (e.g., construction entrance, silt fence, catch basin inserts, etc.).
  - Clear, grade, and fill project site as outlined in the site plan while implementing and maintaining proper temporary erosion and sediment control BMPs simultaneously.
  - Install permanent erosion protection as described in the specifications (e.g., impervious surfaces, landscaping, etc.).
  - Remove temporary erosion control methods as permitted. Do not remove temporary erosion control until permanent erosion protection is fully established.

List any changes from the standard construction sequence outlined above:

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2. Construction phasing: if construction is going to occur in separate phases, please describe:

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**F. Construction Schedule**

1. Provide a proposed construction schedule (dates construction starts and ends, and dates for any construction phasing.)

**Start Date:**

**End Date:**

Interim Phasing Dates:

Wet Season Construction Activities: Wet season occurs from October 1 to April 30. Please describe construction activities that will occur during this time period.

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**Note:** Additional erosion control methods may be required during periods of increased surface water runoff.



**2. Site plan** (see Figure 1, page 6)

A site plan, to scale, must be included with this checklist that shows the following items:

- a. Address, Parcel Number, Permit Number, and Street Names
- b. North Arrow
- c. Indicate boundaries of existing vegetation (e.g., tree lines, grassy areas, pasture areas, fields, etc.)
- d. Identify any onsite or adjacent critical areas and associated buffers (e.g., wetlands, steep slopes, streams, etc.).
- e. Identify any FEMA base flood boundaries and Shoreline Management boundaries.
- f. Show existing and proposed contours.
- g. Delineate areas that are to be cleared and/or graded.
- h. Show all cut and fill slopes, indicating top and bottom of slope catch lines.
- i. Show locations where upstream run-on enters the site and locations where runoff leaves the site.
- j. Indicate existing surface water flow direction(s).
- k. Label final grade contour and indicate proposed surface water flow direction and surface water conveyance systems (e.g., pipes, catch basins, ditches, etc.).
- l. Show grades, dimensions, and direction of flow in all (existing and proposed) ditches, swales, culverts, and pipes.
- m. Indicate locations and outlets of any dewatering systems (usually to sediment trap).
- n. Identify and locate all erosion control methods to be used during and after construction.

**ONSITE FIELD VERIFICATION OF ACTUAL CONDITIONS IS REQUIRED.**

**Figure 1.** (to be worked out with Engineering Dept.)

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## GUIDELINES FOR EROSION CONTROL ELEMENTS

**This SWPPP must contain the 12 required elements, as required by Ecology. Check off each element as it is addressed in the SWPPP short form and/or on your site plan.**

- 1. Mark Clearing Limits
- 2. Establish Construction Access
- 3. Control Flow Rates
- 4. Install Sediment Controls
- 5. Stabilize Soils
- 6. Protect Slopes
- 7. Protect Drain Inlets
- 8. Stabilize Channels and Outlets
- 9. Control Pollutants
- 10. Control Dewatering
- 11. Maintain BMPs
- 12. Manage the Project

The following is a brief description of each of the 12 required elements of a SWPPP. If an element does not apply to the proposed project site, please describe why the element does not apply. Applicable BMPs are listed with each element and in Table 1. Please note that this list is not a comprehensive list of BMPs available for small construction projects, but erosion and sediment control techniques most pertinent to small construction sites are included here. More detailed information on construction BMPs can be found in Ecology's SWMM Volume II and the City's SWMM Volume II (Ecology 2005; City of Tacoma 2012). Please provide hard copies of the BMPs that will be used for the project and include as part of this Construction SWPPP. BMPs that may be used if needed can be noted as being contingent in the event additional erosion control is needed. Describe any additional BMPs that will be utilized onsite and add them to the SWPPP short form.

For phased construction projects, clearly indicate erosion control methods to be used for each phase of construction.

*Element #1 – Mark Clearing Limits*

All construction projects must clearly mark any clearing limits, sensitive areas and their buffers prior to beginning any land disturbing activities, including clearing and grading. Clearly mark the limits both in the field and on the site plans. Limits shall be marked in such a way that any trees or vegetation that is to remain will not be harmed.

Applicable BMPs include:

- BMP C101: Preserving Natural Vegetation
- BMP C102: Buffer Zones
- BMP C103: High Visibility Plastic or Metal Fence
- BMP C104: Stake and Wire Fence

The BMP(s) being proposed to meet this element are:

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**OR**

This element is not required for this project because:

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*Element #2 – Establish Construction Access*

All construction projects subject to vehicular traffic shall provide a means of preventing vehicle “tracking” soil from the site onto streets or neighboring properties. Limit vehicle traffic on- and off-site to one route if possible. All access points shall be stabilized with a rock pad construction entrance or other Port-approved BMP. The applicant should consider placing the entrance in the area for future driveway(s), as it may be possible to use the rock as a driveway base material. The entrance(s) must be inspected weekly, at a minimum, to ensure no excess sediment buildup or missing rock.

Applicable BMPs include:

- BMP C105: Stabilized Construction Entrance
- BMP C106: Wheel Wash
- BMP C107: Construction Road/Parking Area Stabilization

The BMP(s) being proposed to meet this element are:

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**OR**

This element is not required for this project because:

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*Element #3 – Control Flow Rates*

Protect properties and waterways downstream of the project site from erosion due to increases in volume, velocity, and peak flow of stormwater runoff from the project site.

Permanent infiltration facilities shall not be used for flow control during construction unless specifically approved by the Environmental Department. Sediment traps can provide flow control for small sites by allowing water to pool and allowing sediment to settle out of the water.

Applicable BMPs include:

- BMP C207: Check Dams
- BMP C240: Sediment Trap

The BMP(s) being proposed to meet this element are:

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**OR**

This element is not required for this project because:

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*Element 4 – Install Sediment Controls*

Surface water runoff from disturbed areas must pass through an appropriate sediment removal device prior to leaving a construction site or discharging into a waterbody. Sediment barriers are typically used to slow stormwater sheet flow and allow the sediment to settle out behind the barrier.

Sediment controls must be installed/constructed prior to site grading.

Applicable BMPs include:

- BMP C208: Triangular Silt Dike
- BMP C232: Gravel Filter Berm
- BMP C233: Silt Fence
- BMP C235: Straw Wattles

The BMP(s) being proposed to meet this element are:

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**OR**

This element is not required for this project because:

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*Element #5 – Stabilize Soils*

Stabilize exposed and unworked soils by applying BMPs that protect the soils from raindrop impact, flowing water, and wind.

From October 1 through April 30, no soils shall remain exposed or unworked for more than 2 days. From May 1 to September 30, no soils shall remain exposed or unworked for more than 7 days. This applies to all soils whether at final grade or not.

Applicable BMPs include:

- BMP C120: Temporary and Permanent Seeding
- BMP C121: Mulching
- BMP C122: Nets and Blankets
- BMP C123: Plastic Covering
- BMP C140: Dust Control

The BMP(s) being proposed to meet this element are:

**OR**

This element is not required for this project because:

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*Element #6 – Protect Slopes*

Protect slopes by diverting water at the top of the slope. Reduce slope velocities by minimizing the continuous length of the slope.

Applicable BMPs include:

- BMP C200: Interceptor Dike and Swale
- BMP C204: Pipe Slope Drains
- BMP C207: Check Dams

The BMP(s) being proposed to meet this element are:

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**OR**

This element is not required for this project because:

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*Element #7 – Protect Drain Inlets*

All operable storm drain inlets must be protected during construction so that stormwater runoff does not enter the conveyance system without first being filtered or treated to remove sediment. Install catch basin protection on all catch basins within 500 feet downstream of the project.

Applicable BMPs include:

- BMP C220: Storm Drain Inlet Protection

The BMP(s) being proposed to meet this element are:

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**OR**

This element is not required for this project because:

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*Element #8 – Stabilize Channels and Outlets*

Stabilize all temporary onsite conveyance channels. Provide stabilization to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches at the conveyance system outlets.

Applicable BMPs include:

- BMP C202: Channel Lining
- BMP C209: Outlet Protection

The BMP(s) being proposed to meet this element are:

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**OR**

This element is not required for this project because:

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*Element #9 – Control Pollutants*

Handle and dispose of all pollutants, including demolition debris and other solid wastes in a manner that does not cause stormwater contamination. Provide cover and containment for all



chemicals, liquid products (including paint), petroleum products, and other materials. Handle all concrete and concrete waste appropriately.

Applicable BMPs include:

- BMP C150: Materials on Hand
- BMP C151: Concrete Handling
- BMP C152: Sawcutting and Surface Pollution Prevention
- BMP C153: Material Delivery, Storage and Containment

The BMP(s) being proposed to meet this element are:

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**OR**

This element is not required for this project because:

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*Element #10 – Control Dewatering*

Clean, non-turbid dewatering water, such as groundwater, can be discharged to the stormwater system provided the dewatering flow does not cause erosion or flooding of receiving waters.

Applicable BMPs include:

- BMP C150: Materials on Hand

The BMP(s) being proposed to meet this element are:

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**OR**

This element is not required for this project because:

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*Element #11 – Maintain BMPs*

Maintain and repair temporary erosion and sediment control BMPs as needed. Inspect all BMPs at least weekly and after every storm event.

Remove all temporary erosion and sediment control BMPs within 30 days after final site stabilization or if the BMP is no longer needed. Any sediment trapped during construction activities should be removed or stabilized onsite. No sediment shall be discharged into the stormwater drainage system or any natural conveyance system (e.g., streams).

Applicable BMPs include:

- BMP C160: Certified Erosion and Sediment Control Lead

The BMP(s) being proposed to meet this element are:

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**OR**

This element is not required for this project because:

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*Element #12 – Manage the Project*

Phase development projects to prevent soil erosion and the transport of sediment from the project site during construction. Coordinate all work prior initial construction with subcontractors and other utilities to ensure no areas are worked prematurely.\

A designated erosion and sediment control person is required for all construction projects. This person is responsible for ensuring that the project’s erosion and sediment control BMPs are appropriate for the site and are functioning properly. They are also responsible for updating the SWPPP as necessary as site conditions warrant. They must be available 24 hours a day to ensure compliance.

Applicable BMPs include:

- BMP C160: Certified Erosion and Sediment Control Lead
- BMP C162: Scheduling
- BMP C180: Small Project Construction Stormwater Pollution Prevention

The BMP(s) being proposed to meet this element are:

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**OR**

This element is not required for this project because:

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**Table 1. Applicable BMPs for the 12 Elements of a SWPPP**

Element #1 – Mark Clearing Limits		
BMP C101	Preserving Natural Vegetation	
BMP C102	Buffer Zones	
BMP C103	High Visibility Plastic and Wire Fence	
BMP C104	Stake and Wire Fence	
Element #2 – Establish Construction Entrance		
BMP C105	Stabilized Construction Entrance	
BMP C106	Wheel Wash	
BMP C107	Construction Road/Parking Area Stabilization	
Element #3 – Control Flow Rates		
BMP C207	Check Dams	
BMP C240	Sediment Trap	
Element #4 – Install Sediment Controls		
BMP C208	Triangular Silt Trap	
BMP C232	Gravel Filter Berm	
BMP C233	Silt Fence	
BMP C235	Straw Wattles	
Element #5 – Stabilize Soils		
BMP C120	Temporary and Permanent Seeding	
BMP C121	Mulching	
BMP C122	Nets and Blankets	
BMP C123	Plastic Covering	
BMP C140	Dust Control	
Element #6 – Protect Slopes		
BMP C200	Interceptor Dike and Swale	
BMP C204	Pipe Slope Drains	
BMP C207	Check Dams	
Element #7 – Protect Drain Inlets		
BMP C220	Storm Drain Inlet Protection	
Element #8 – Stabilize Channels and Outlets		
BMP C202	Channel Lining	
BMP C209	Outlet Protection	
Element #9 – Control Pollutants		
BMP C150	Materials on Hand	

Element #9 – Control Pollutants, cont.		
BMP C151	Concrete Handling	
BMP C152	Sawcutting and Surfacing Pollution Prevention	
BMP C153	Materials, Delivery, Storage and Containment	
Element #10 – Control Dewatering		
BMP C150	Materials on Hand	
Element #11 – Maintain BMPs		
BMP C160	Certified Erosion and Sediment Control Lead	
Element #12 – Manage the Project		
BMP C160	Certified Erosion and Sediment Control Lead	
BMP C162	Scheduling	
BMP C180	Small Project Construction Stormwater Pollution Prevention	

## REFERENCES

City of Tacoma. 2012. Stormwater Management Manual 2012 Edition. Public Works/ Environmental Services, Maintenance Division, Tacoma, Washington.

Washington State Department of Ecology (Ecology). 2005. Stormwater Management Manual for Western Washington. Water Quality Program, Lacey, Washington.