

**PORT OF TACOMA  
TACOMA, WASHINGTON  
DEMO BLDG & RAIL AT 4012 SR 509**

**PROJECT NO. 101650.01  
CONTRACT NO. 072141**

**Thais Howard, PE  
Director, Engineering**

**Kyle Smith, PE  
Project Manager**

**END OF SECTION**

The undersigned Engineer of Record hereby certifies that the Technical Specifications for the following portions of this project were written by me, or under my direct supervision, and that I am duly registered under the laws of the State of Washington, and hereby affix my Professional Seal and signature.

Those Sections prepared under my direct supervision and being certified by my seal and signature below are as follows:

<u>SEAL &amp; SIGNATURE</u>	<u>SECTION(S)</u>
	02 41 13 Selective Site Demolition 02 41 16 Structure Demolition

**END OF SECTION**

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**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

A. Contract Drawings: The following drawings are a part of the Contract Documents:

Sheet No.	Drawing Title
G1	Cover
G2	Existing Conditions
D1	Demolition and TESC Plan
D2	TESC Details
D3	West Demolition Site Plan
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### **PART 2 - PRODUCTS - NOT USED**

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**END OF SECTION**

## DEMO BLDG & RAIL AT 4012 SR 509

### PROJECT NO. 101650.01 | CONTRACT NO. 072141

Scope of Work:	<p>The Work required for this Project includes: Demolition of seven (7) building structures down to the foundation (foundations to remain per plan). Structures are a mixture of timber and steel framed buildings. Suitable materials must be recycled or reused as appropriate. Below grade utilities as indicated on the plans are to be capped and abandoned in-place.</p>
Bid Estimate:	<p>Estimated cost range is \$700,000 to \$1,000,000, plus Washington State Sales Tax (WSST).</p> <p>In accordance with RCW 39.04.320, fifteen (15) percent apprenticeship participation is required for certain projects estimated to cost one million (\$1,000,000) dollars or more. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530, by phone (360) 902-5320, or e-mail at <a href="mailto:Apprentice@lni.wa.gov">Apprentice@lni.wa.gov</a>, to obtain information on available apprenticeship programs.</p>
Sealed Bid Date/ Time/Location:	<p>Bids will be received at the Front Reception Desk, Port Administration Office, One Sitzum Plaza, Tacoma, Washington 98421 until <b>2:00 P.M. on April 15, 2025</b>, at which time they will be publicly opened and read aloud and the apparent low bid will be determined.</p>
Pre-Bid Conference and Site Tour:	<p>A pre-Bid conference and site visit have been set for March 25, 2025 at 10:00 AM. The site visit will convene at the Port's Administrative building, located at One Sitzum Plaza. The following Personal Protective Equipment is required for the site visit: sturdy shoes.</p> <p>Attendees will be required to sign a Release and Acceptance of Responsibility and Acknowledgement of Risks Form prior to entering the site and shall provide their own Personal Protection Equipment (PPE) as required above.</p>
Bid Security:	<p>Each Bid must be accompanied by a Bid security in an amount equal to five (5) percent of the Base Bid in a form allowed by the Instructions to Bidders.</p>

Contact Information:	<p>Any questions to the Port may be submitted to the Procurement Department through the Procurement and Question Submission Portal (Portal link is accessible via this specific procurements website. See left side of page.). A direct link is also available here: <a href="#">Procurement and Question Portal Link</a>. No oral responses will be binding by the Port.</p> <p>Instructions for utilizing the portal can be found here: <a href="#">Procurement and Question Submission Portal Instructions</a>.</p>
	<p>Questions will not be accepted after seven (13) days prior to the Bid Date.</p>
Bidding Documents:	<p>Plans, Specifications, Addenda, and Plan Holders List for this Project are available on-line through The Port of Tacoma's Website <a href="http://portoftacoma.com">portoftacoma.com</a>. Click on "Contracts," "Procurement," and then the Procurement Number 072141. 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.</p> <p>Holder's Lists will be updated regularly and posted to the specific procurements page. Additional Instructions available in Section 00 21 00 - Instructions to Bidders.</p>
Public Works Training Requirements:	<p>Effective July 1, 2019, all businesses are required to have training before bidding on public works projects and prevailing wage under RCW 39.04.359 and RCW 39.12, or is on the list of exempt businesses maintained by the Department of Labor and Industries. The bidder must designate a person or persons to be trained on these requirements. The training will be provided by the Department of Labor and Industries or by a training provider whose curriculum is approved by the Department of Labor and Industries.</p> <p>Please refer to Labor and Industries' web site (<a href="https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp?utm_medium=email&amp;utm_source=govdelivery">https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp?utm_medium=email&amp;utm_source=govdelivery</a>) for more information and training dates, requirements, and exemptions. Failure to attend this training could result in a determination of "not responsible" and the bidder not being awarded a public works contract.</p>

**END OF SECTION**

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## 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 "Apprentice" is a worker for whom an apprenticeship agreement has been registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).
- C. "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 their Bid and intent to enter into a Contract with the Bidder.
- D. The "Award Requirements" include the statutory requirements as a condition precedent to Award.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. A "Bidder" is a person or entity who submits a Bid.
- J. The "Bidding Documents" include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, any other sample bidding and contract forms, including those provided by reference, the Bid security, and the proposed Contract Documents, including any Addenda issued prior to the Bid Date.
- K. 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.
- L. 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.

M. 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 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, 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, 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 that may 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 to fully 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. The Bidders and Sub-Bidders are registered and hold all licenses 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. CERTIFICATION. The Bidder verifies under penalty of perjury that the Bidder has not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW within the three (3) year period immediately preceding the Bid Date.

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- I. 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. Bidders may obtain complete sets of the Bidding Documents from The Port of Tacoma's Website [www.portoftacoma.com](http://www.portoftacoma.com). Click on "Contracts" then "Procurement."
2. 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.
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.

### 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 request to the Procurement Department through the Procurement and Question Submission Portal at least seven (7) days prior to the Bid Date (Portal link is accessible via this specific procurements website. See left side of page.). A direct link is also available here: [Procurement and Question Portal Link](#). No oral responses will be binding by the Port.

Instructions for utilizing the portal can be found here: [Procurement and Question Submission Portal Instructions](#).

5. Request to Modify Responsibility Criteria. No later than seven (7) 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.

**D. ADDENDA**

1. Distribution. All Addenda will be written and will be made available on the Port's website or any other source specified by the Port for the Project.
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 component 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. 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.
7. No Conditions. The Bidder shall make no conditions or stipulations on the Bid Form, nor qualify its Bid in any manner.
8. 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.
9. 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 due on the Base Bid. 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 due 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. Procedure. On projects equal to or greater than \$1,000,000, the Bid Form includes a requirement that certain Sub-Bidders be listed, in which case the Bidder must complete the required list. In these circumstances, and regardless of the anticipated cost of the Project, the Bidder must name the Sub-Bidder or Sub-Bidders with whom the Bidder, if awarded the Contract, will subcontract directly (i.e., not lower-tier Sub-Bidders) for performance of the Work of:
  - a. HVAC (heating, ventilation, and air conditioning) Work;
  - b. Plumbing Work as described in RCW 18.106;
  - c. Electrical Work as described in RCW 19.28; and
  - d. Any other categories of Work listed on the Sub-Bidder listing form and/or Bid Form.
2. Self-Performance. If the Bidder intends to self-perform any of these categories of Work, it must name itself for each such category of Work.

3. **Multiple Entries.** The Bidder shall not list more than one (1) entity for a particular category of Work identified, unless a Sub-Bidder will vary based on an Alternate Bid, in which case the Bidder shall identify the Sub-Bidder to be used for the Alternate and the affected portion of the Work.
4. **Failure to Submit.** In accordance with RCW 39.30.060, failure of a Bidder to submit, as part of the Bid, the names of such proposed HVAC, plumbing, and electrical Sub-Bidders, or to name itself to perform such Work, or the naming of two (2) or more Sub-Bidders to perform the same Work, shall render the Bidder's Bid non-responsive and; therefore, void.
5. **Requirement to Subcontract.** The Bidder, if Awarded the Contract, will subcontract with the listed Sub-Bidders for performance of the portion of the Work designated on the Bid Form, subject to the provisions of the Contract for Construction and RCW 39.30.060. The Bidder shall not substitute a listed Sub-Bidder in furtherance of bid shopping or bid peddling.
6. **Sub-Bidder Qualification.** Listed Sub-Bidders may be required to provide evidence of their qualifications, including a statement of experience and references, prior to Award, or at any time during the Contract Time. Such information shall be provided within twenty-four (24) hours of request. This evidence shall demonstrate that the Sub-Bidder meets or exceeds all requirements for experience, qualifications, manufacturer's certifications, or any other requirements specified in any of the technical sections of the Contract Documents for which the Sub-Bidder proposes to perform Work.
7. **Replacement.** If a listed Sub-Bidder fails to provide adequate evidence of qualifications, is unable to comply with any bonding requirements of the Bidding Documents or with other requirements of the Contract or Bidding Documents, is not properly licensed, or fails to meet the Responsibility Criteria of the Bidding Documents, the Port may require the Bidder to replace the Sub-Bidder with another subcontractor reasonably acceptable to the Port at no change in the Contract Sum or Contract Time.
8. **Sub-Bidder Standards.** Sub-Bidders shall meet contractual and technical qualification standards, and provide specialized certification, licensing, and/or payment and performance bonding, if required.
9. **MWBE, Veteran-owned, and 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 MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), Veteran-owned businesses (defined in RCW 43.60.010, and Small, Mini and Micro business enterprises (defined in RCW 39.26.010).

**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 (5) percent 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. Failure of the Bidder to provide Bid Security as required shall render the bid non-responsive.
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 an A.M. Best rating of "A-," Fiscal Size Category (FSC) six (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, (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 whose 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 un-forfeited 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, 1 Sitcum Plaza, Tacoma, WA 98421.
  - b. If a Bid is delivered, it shall be delivered to the Front Reception Desk, Port of Tacoma, 1 Sitcum Plaza, Tacoma, WA 98421.
  - c. The time stamp clock at the Front Reception Desk at 1 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 ninety (90) 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**

Communications from a Bidder related to these Instructions to Bidders must be in writing to the Procurement Department through the Procurement and Question Submission Portal (Portal link is accessible via this specific procurements website. See left side of page.). A direct link is also available here: [Procurement and Question Portal Link](#). 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. No oral responses will be binding by the Port.

Instructions for utilizing the portal can be found here: [Procurement and Question Submission Portal Instructions](#).

**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 twenty-four (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 twenty-four (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 other required documents (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. The apparent low Bidder shall submit to the Port upon request:

- 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 (10) percent 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-Bidder, 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: (a) withdraw their Bid, (b) 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 (c) 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. Bonds shall be written for one hundred (100) percent of the contract award amount, plus Washington State Sales Tax and Change Orders. The cost of such bonds shall be included in the Base Bid.
  - 1. On contracts of one hundred fifty thousand dollars (\$150,000) or less, at the option of the Contractor or the General Contractor/Construction Manager as defined in RCW 39.10.210, the Port may, in lieu of the bond, retain ten (10) percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under RCW 60.28, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.
  - 2. On contracts of one hundred fifty thousand dollars (\$150,000) or less, the Port may accept a full payment and performance bond from an individual surety or sureties.
- 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.** The successful Bidder shall deliver 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**

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## **PART 1 - GENERAL**

### **1.01 SUMMARY**

A. This Section includes administrative and procedural requirements for substitutions.

### **1.02 DEFINITIONS/CLARIFICATIONS**

A. Substitutions. Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

B. The Contract 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.

### **1.03 SUBMITTALS**

A. Substitution Request Form. Use copy of form located at the end of this Section.

B. Pre-Bid Substitution Requests. Submit one (1) PDF of the Substitution Request Form along with all supporting documentation for consideration of each request. Identify product, fabrication, or installation method to be replaced. Include Drawing numbers and titles. Substitution requests prior to the Bid Date may originate directly from a prime Bidder, or from a prospective Sub-Bidder.

1. Documentation. Show compliance with requirements for substitutions with the following, as applicable:
  - a. Statement indicating why specified product, 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, 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 the Project.
2. Engineer's Action. Engineer will review substitution requests if received through the Procurement and Question Submission Portal at least seven (7) days prior to the Bid Date (Portal link is accessible via this specific procurements website. See left side of page.) A direct link is also available here: [Procurement and Question Portal Link](#). No oral responses will be binding by the Port.
- a. Forms of Acceptance. Substitution requests will be formally accepted via written addendum prior to the Bid 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.

Instructions for utilizing the portal can be found here: [Procurement and Question Submission Portal Instructions](#).

- C. Post-Award Substitution Requests must be submitted by the Contractor and not a Subcontractor nor Supplier.
  - 1. 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, if applicable.
    - 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. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification Section. Significant qualities may include, but are not limited to, attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. Certificates and qualification data, where applicable or requested.
    - g. List of similar installations for completed projects with project names and addresses. Also provide names and addresses of the applicable architect, engineer, and owner.
    - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - i. Research reports evidencing compliance with building code in effect for the Project.
    - j. Comparison of the approved Baseline Project Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
    - k. Cost information, including a proposal of change, if any, in the Contract Sum.
    - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
    - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Engineer's Action. If necessary, Engineer will request additional information or documentation for evaluation within seven (7) calendar days of receipt of a request for substitution. Engineer will notify Contractor through Port of acceptance or rejection of proposed substitution within fifteen (15) calendar days of receipt of request, or seven (7) calendar days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance. Change Order or Minor Change in Work.
  - b. Use product originally specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.
3. Substitutions for Cause. Submit requests for substitution immediately upon discovery of need for change, but not later than fourteen (14) days prior to date required for preparation and review of related submittals.
  - a. Conditions. Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
    - 1) Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - 2) Requested substitution will not adversely affect the Baseline Project Schedule.
    - 3) Requested substitution has received necessary approvals of authorities having jurisdiction.
    - 4) Requested substitution is compatible with other portions of the Work.
    - 5) Requested substitution has been coordinated with other portions of the Work.
    - 6) Requested substitution provides specified warranty.
    - 7) If requested substitution involves more than one (1) contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
4. Substitutions for Convenience. Engineer will consider Contractor's requests for substitution if received within fourteen (14) days after the Notice of Award.
  - a. Conditions. Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
    - 1) Requested substitution offers Port a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Port must assume. Port's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Port, and similar considerations.
    - 2) Requested substitution does not require extensive revisions to the Contract Documents.
    - 3) Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - 4) Requested substitution will not adversely affect the Baseline Project Schedule.
    - 5) Requested substitution has received necessary approvals of authorities having jurisdiction.

- 6) Requested substitution is compatible with other portions of the Work.
- 7) Requested substitution has been coordinated with other portions of the Work.
- 8) Requested substitution provides specified warranty.
- 9) If requested substitution involves more than one (1) contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

D. 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.

**1.04 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**

**PROJECT TITLE:** Demo Bldg & Rail at 4012 SR 509

**PROJECT NO.:** 101650.01

**SUBMITTED BY:** \_\_\_\_\_

**CONTRACT NO.:** 072141

**PRIME/SUB/SUPPLIER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

---

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

**Section No.:** \_\_\_\_\_

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

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

\_\_\_\_\_

**Page No.:** \_\_\_\_\_

---

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

**Trade Name:** \_\_\_\_\_ **Model No.:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

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

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**Point-by-Point comparative data attached - REQUIRED**

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

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**Similar Installation:**

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

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

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

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

---

**Supporting Data Attached:**

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

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**Applicable to Substitution Requests During Construction:**

**Proposed to Port for accepting substitution:** \$ \_\_\_\_\_

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

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**The Undersigned certifies:**

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.

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- 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 Baseline Project 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: \_\_\_\_\_  
\_\_\_\_\_

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

- Approved Substitution
- Approved Substitution as Noted
- Reject Substitution - Use specified materials.
- Substitution Request received too late - Use specified materials.

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

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#### ENGINEER'S REVIEW AND ACTION

- Substitution Approved - Make submittals in accordance with this Specification Section. If during construction, prepare Change Order.
- Substitution Approved as Noted - Make submittals in accordance with this Specification Section. If during construction, prepare Change Order.
- Substitution Rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

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

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**END OF SECTION**

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## **PART 1 - GENERAL**

### **1.01 EXISTING CONDITIONS**

- A. Certain information relating to existing surface and subsurface conditions and structures is available to Bidders online at [www.portoftacoma.com](http://www.portoftacoma.com), but will not be part of the Contract Documents, as follows:

### **1.02 AVAILABILITY**

- A. Reference Documents are available online through the Port of Tacoma's Website [www.portoftacoma.com](http://www.portoftacoma.com). Click on "Contracts," "Procurement," and then the Procurement Number.

## **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. Contractor is notified that certain portions of the Work area are known to contain lead or asbestos-containing materials (ACM), as detailed in a Hazardous Materials Assessment, Hazardous Building Materials Survey PRS Locomotive Facility 4012 State Route 509 S. Frontage Road dated 9/28/21 A copy of the assessment is included in the Appendix.

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

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

**END OF SECTION**

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

**PROJECT TITLE: DEMO BLDG & RAIL AT 4012 SR 509**

The undersigned Bidder declares that it has read the Contract Documents (including documents provided by reference), understands the conditions under which the Work will be performed, has examined the Project 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 Contract Documents, and that the Bidder will complete the Work within the time stated, and that Bidder will accept in full the lump sum or unit price(s) set forth below:

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE (QTY. x UNIT PRICE)
1	Mobilization	1	LS		
2	Project Administration	1	LS		
3	Silt Fence, TESC, Inlet Protection	1	LS		
4	Temporary 6' Security Fence	1	LS		
5	Demolish Light Poles	1	LS		
6	Backfill Service Pit	1	LS		
7	Cut and Cap Utility	1	LS		
8	Hazardous Material Abatement	1	LS		
9	Building 1 Demolition	1	LS		
10	Building 2 Demolition	1	LS		
11	Building 3 Demolition	1	LS		
12	Building 4 Demolition	1	LS		
13	Building 5 Demolition	1	LS		
14	Building 6 Demolition	1	LS		
16	Building 7 Demolition	1	LS		
17	Unforseen Conditions Contingency	1	LS	\$25,000	\$25,000

TOTAL BID AMOUNT	
10.3% WASHINGTON STATE SALES TAX (WSST) ON BASE BID SUBTOTAL	
BID TOTAL (WITH WSST)	

Tax Exempt Bid Items

Note: Show prices in figures only.

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

**Schedule of Unit Prices.** The unit prices are proposed to apply only in the event of additions to, or deletions from, the work required and ordered. All prices shall include complete installation without Washington State Sales Tax. The bidder shall propose a price for each item; failure to propose a price for each item may render the bid non-responsive. The Port reserves the right to accept or reject the unit prices proposed.

**Principal Subcontractors/Suppliers.** Bidder shall list below the name of each subcontractor or supplier to whom the Bidder proposes to subcontract the portions of the work listed below, or name itself for the work, in accordance with RCW 39.30.060.

<b>Work to be performed</b>	<b>License Number</b>	<b>Name of Firm</b>
HVAC (Heating, Ventilation, and Air Conditioning) Work		
Plumbing Work		
Electrical Work		
Structural Steel Installation		
Rebar Installation		

**Non-Collusion Representation.** The Bidder declares under penalty of perjury that the Bid submitted is 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 represents that the Bidder has not directly or indirectly induced or solicited any other bidder to submit a sham bid, or encouraged any other person or corporation to refrain from bidding; and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other bidder or bidders.

**RCW 39.04.350 Certification.** The Bidder represents and certifies, under penalty of perjury, that within the three- (3-) year period immediately preceding the Bid Date, the Bidder has not been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries, nor through a civil judgment entered by a court of limited or general jurisdiction, to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, nor 49.52 RCW.

**Addenda.** Bidder acknowledges receipt and acceptance of all Addenda through No. \_\_\_\_ (Identify Last Addenda By Number)

**Bid Security.** A certified check, cashier's check, or other obligation of a bank, or a bid bond in substantially the form set forth in Section 00 43 13, Bid Security Form for at least five (5) percent of the Base Bid Subtotal, shall be submitted with this Bid.

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Apprenticeship Requirements. For Bids greater than one million (\$1,000,000) dollars, the apprentice labor hours required for this project are fifteen (15) percent of the total labor hours. The Bidder agrees to utilize this level of apprentice participation.

Name of Firm \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ By Title \_\_\_\_\_

Mailing Address \_\_\_\_\_ City, State Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

WA State Contractor's License No. \_\_\_\_\_ Employment Security Department No. \_\_\_\_\_

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Identification of Bidder 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 assigns, 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

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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**

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**THIS IS NOT TO BE SUBMITTED WITH A BID.**

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.

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

For the below Mandatory Bidder Responsibility Criteria, please mark the appropriate choice.

**1.01 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?

*\*Attach letter dated within six (6) months of Bid Date.*

*\*Request a letter electronically by clicking on the following link  
<https://fortress.wa.gov/esd/twt/pwcinternet/> or by emailing a request to  
publicworks@esd.wa.gov.*

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 (1) 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
9. Has the Bidder ever been found to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW within the three- (3-) year period immediately preceding the date of this bid solicitation?  
 Yes       No
10. Has the Bidder completed the training required by RCW 39.04.350, or is the Bidder on the list of exempt businesses maintained by the Department of Labor and Industries?  
 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 1.02. **Provide attached to this completed form documentation to confirm responsibility criteria.**

For remaining criteria below, check or fill-out the appropriate item. 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.

#### 1.02 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 five (5) years?

Yes, If YES, explain below.       No

---

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 five (5) years?

Yes, If YES, explain below.       No

---

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

Yes, If YES, explain below.       No

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 five (5) years?

Yes, If YES, explain below.       No

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, If YES, explain below.       No

#### 1.03 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.

#### 1.04 WORK PERFORMED BY BIDDER

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

\_\_\_\_\_ %

#### 1.05 ADDITIONAL CONTRACTOR INFORMATION

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, including a list of similar projects performed and contact information for the similar project owner(s), a brief description of work, start and end dates, and contract amount.
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 this completed, **SIGNED** Responsibility Detail Form electronically (PDF), with all requested backup documentation, via email to the contact(s) noted on the Low Responsive Bidder Selection Notification.
- D. The Bidder and its subcontractors to verify that its subcontractors at each tier meet the responsibility criteria as required by RCW 39.06.020 and 39.04.350.
  - 1. Bidder shall verify major subcontractors meet the responsibility criteria required. Fill out one Port of Tacoma Public Works Project Bidder Evaluation Checklist for Subcontractors for each major subcontractor and submit to the Port with this form. Backup documentation is not required to be submitted.

**PROJECT: Demo Bldg & Rail at 4012 SR 509**

**PROJECT NO.: 101650.01**

**CONTRACT NO.: 072141**

**Responsibility Certification Form**

The Low responsive Bidder shall complete the Responsibility Detail Form, attach all documentation, and submit to the Port within twenty-four (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 backup documentation, 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

**PORT OF TACOMA PUBLIC WORKS PROJECT BIDDER EVALUATION CHECKLIST FOR  
SUBCONTRACTORS**

**PROJECT TITLE: Demo Bldg & Rail at 4012 SR 509**

**BIDDER: \_\_\_\_\_**

**CONTRACT AND PROJECT NUMBER: 072141/ 101650.01**

This checklist shall be completed by the Bidder and its subcontractors to verify that its subcontractors at each tier meet the responsibility criteria as required by RCW 39.06.020 and RCW 39.04.350.

This checklist should be submitted to the Port of Tacoma Contracts Administrator within twenty-four (24) hours of request.

**Document verification information or backup data is not to be submitted to the Port, this information should remain on file with the Contractor and be presented to the Port if requested at a later date.**

<b>Item No.</b>	<b>Item</b>	<b>Initials/ Comments</b>
1.	At the time of Bid submittal, have a certificate of registration in compliance with RCW 18.27: Check the L&I site <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a> .  Verify that a subcontractor has an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87.	
2.	While reviewing registration information above, also check contractor's <b>Employer Liability Certificate</b> to verify workers' comp (industrial insurance) premium status – current account.  Complete a "Submit Contractor Tracking Request" to be notified if the contractor fails to pay workers' comp premiums or renew their contractor registration or if their electrical contractor license is suspended or revoked within one year.	
3.	State excise tax registration number (Department of Revenue). (contractor's Washington State Unified Business Identifier and tax registration number) <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a> .	
4.	Not disqualified from bidding on any public works contract under <a href="#">RCW 39.06.010</a> or <a href="#">RCW 39.12.065(3)</a> .  Check the Department of Labor and Industries <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/</a> .	
5.	Verify subcontractors are registered with the Washington State Employment Security Department (ESD) and have an account number. Request a letter to be sent from the subcontractor electronically by clicking on the following link <a href="https://fortress.wa.gov/esd/twt/pwcinternet/">https://fortress.wa.gov/esd/twt/pwcinternet/</a> or by emailing a request to <a href="mailto:publicworks@esd.wa.gov">publicworks@esd.wa.gov</a> . Include ESD#, UBI#, and business name in the email.	

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Item No.	Item	Initials/Comments
	<p>Certificate of Coverage letter issued/dated within the last six (6) months.</p> <p>Document if subcontractor confirms in writing, under penalty of perjury, that it has no employees and this requirement does not apply.</p>	

**END OF SECTION**

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" is:** \_\_\_\_\_ **(Legal Name)**

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Address 2)

\_\_\_\_\_ (Phone No.)

**The "Project" is:** Demo Bldg & Rail at 4012 SR 509 **(Title)**

101650.01 | 072141 (Project/Contract No.)

Project Location Address 1 (Project Address)

Project Location Address 2 (Project Address 2)

**The "Engineer" is:** Thais Howard, PE **(Engineer)**

Director of Engineering (Title)

thoward@portoftacoma.com (Email)

(253) 888-4718 (Phone No.)

**The "Contractor's Representative" is:** \_\_\_\_\_ **(Representative)**

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Email)

\_\_\_\_\_ (Phone No.)

#### **BACKGROUND AND REPRESENTATIONS:**

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 for the Project 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 of execution of the Contract.

#### **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 180 calendar days from execution of the Contract, subject to adjustments of this Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the entire 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 reasonable and not penalties individually nor cumulatively.

The liquidated damages for failure to achieve Substantial Completion by the required date shall be \$50 per calendar day. After the required 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, cumulatively if applicable, for each and every calendar day that Substantial Completion and/or Final Completion of the Work is delayed beyond the required 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.

#### 6.0 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 day and year first written above:

CONTRACTOR

PORT OF TACOMA

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

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

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

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

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

Execution \_\_\_\_\_

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

**END OF SECTION**

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

**CONTRACTOR (NAME AND ADDRESS)**

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

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**OWNER (NAME AND ADDRESS)**

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

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

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**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 shall execute an agreement with the Port for Demo Bldg & Rail at 4012 SR 509, Project No. 101650.01/Contract No. 072141, 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 RCW 39.08.

**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 and/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 (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**

---

Signature

---

Printed Name and Title

Power of Attorney attached.

**CONTRACTOR**

---

Signature

---

Printed Name and Title

**END OF SECTION**

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

**CONTRACTOR (NAME AND ADDRESS)**

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

---

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**OWNER (NAME AND ADDRESS)**

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

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

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**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 execute an agreement with the Port for Demo Bldg & Rail at 4012 SR 509, Project No. 101650.01/Contract No. 072141, 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, 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 pursuant to the provisions of RCW 39.08.

**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. 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 and/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. 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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**IMPORTANT:** Surety companies executing bonds must have an A.M. Best Rating of "A-, FSC (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**

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Signature

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Printed Name and Title

Power of Attorney attached.

**CONTRACTOR**

---

Signature

---

Printed Name and Title

**END OF SECTION**

BOND NO.: \_\_\_\_\_

PROJECT TITLE: Demo Bldg & Rail at 4012 SR 509

PROJECT NO.: 101650.01

CONTRACT NO.: 072141

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 five (5) percent of any increases in the Contract Price 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. 072141 with the Port for Demo Bldg & Rail at 4012 SR 509, Project No. 101650.01.

WHEREAS, said Contract and RCW 60.28 require the Port to withhold from the Principal the sum of five  
(5) percent 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 RCW 60.28.

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 RCW 60.28. 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 RCW 60.28, 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 RCW 60.28 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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
2.01Principal

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

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

Phone: \_\_\_\_\_

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

By: \_\_\_\_\_  
9.01Attorney-In-Fact

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

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

Phone: \_\_\_\_\_

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

**END OF SECTION**

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## ARTICLE 1 - THE CONTRACT DOCUMENTS

### 1.01GENERAL

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.

### 1.02DEFINITIONS

A. "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.

B. "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.

C. "Day" means a calendar day unless otherwise specifically designated.

D. "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.

E. "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.

F. "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.

G. "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.

H. "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.

I. "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.

J."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.

#### 1.03INTENT 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 and information 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.

#### 1.04CORRELATION 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
  - a.Supplemental Conditions
  - b.Division 00 General Conditions
  - c.Division 01 General Requirements of Specifications
  - d.All other Specifications, including all remaining divisions, material and system schedules and attachments, and Drawings
  - e.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.

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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 and all information provided with the Bid 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.

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C. 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 Baseline Project 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.

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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.

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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.

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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 and the Northwest Seaport Alliance, including their respective Commissions, officers, managers, and employees, 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.

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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.Cyber risk indemnification. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that includes theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.

H.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.

I.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.

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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 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.

D. 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.

#### **B. Nondiscrimination Provision**

1. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

2. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

3. Default. Notwithstanding any provision to the contrary, POT may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until POT receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), POT may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

**4. Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. POT shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe POT for default under this provision.

## 5.02MWBE, VETERAN-OWNED, AND SMALL BUSINESS ENTERPRISE PARTICIPATION.

A. In accordance with the legislative findings and policies set forth in RCW 39.19, the Port encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this invitation or as a subcontractor to a Bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the Contract Documents, no preference will be included in the evaluation of Bids, no minimum level of MWBE participation shall be required as a condition for receiving an award, and Bids will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the Contract Documents will apply.

The Port encourages participation in all of its contracts by Veteran-owned businesses (defined in RCW 43.60.010) and located at <http://www.dva.wa.gov/program/certified-veteran--and-servicemember-owned-businesses> and Small, Mini, and Micro businesses (defined in RCW 39.26.010)

## 5.03APPRENTICESHIP PARTICIPATION

A. In accordance with RCW 39.04.320, fifteen (15) percent Apprenticeship Participation is required for all projects estimated to cost one million (\$1,000,000) dollars or more.

B. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).

C. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 by phone at (360) 902-5320, or e-mail at [Apprentice@lni.wa.gov](mailto:Apprentice@lni.wa.gov), to obtain information on available apprenticeship programs.

D. For each project that has apprentice requirements, the contractor shall submit a "Statement of Apprentice and Journeyman Participation" on forms provided by the Port of Tacoma, with every request for project payment. The Contractor shall submit consolidated and cumulative data collected by the Contractor and collected from all subcontractors by the Contractor. The data to be collected and submitted includes the following:

1. Contractor name and address
2. Contract number
3. Project name
4. Contract value
5. Reporting period "Beginning Date" through "End Date"
6. Name and registration number of each apprentice by contractor

- 7.Total number of apprentices and labor hours worked by them, categorized by trade or craft
- 8.Total number of journeymen and labor hours worked by them, categorized by trade or craft
- 9.Cumulative combined total of apprentice and journeymen labor hours
- 10.Total percentage of apprentice hours worked

E.No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Port. In any request for the change, the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.

## **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 Baseline Project 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 Baseline Project 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.

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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 or 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.

## 7.06RETAINAGE

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 or escrow account in a bank, mutual savings bank, or savings and loan association designated by the Contractor, not subject to withdrawal until after the final acceptance of said improvement or work as completed, or until agreed to by both parties; provided that interest on such account shall be paid to the Contractor. Contractor to complete and submit Port provided Retainage Escrow Agreement (Section 00 61 23.13); or
- 3.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-, 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.

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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.

**F. 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.

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G. 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.

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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 reasonable, actual costs of the delay for which the Port is wholly responsible. The limitation on damages set forth in this Section does not apply to any damages arising exclusively from delay to which the Contractor is entitled to recover under Section 8.03(F).

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).

## 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.

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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.

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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.

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**

### **10.01CONTRACTOR 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-, 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.On contracts of one hundred fifty thousand dollars or less, at the option of the contractor as defined in RCW 39.10.210, the Port may, in lieu of the bond, retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the Employment Security Department, and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.

For contracts of one hundred fifty thousand dollars or less, the Port may accept a full payment and performance bond from an individual surety or sureties.

C.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**

### **11.01NOTICE 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 Baseline Project 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.

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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**

### **12.01GENERAL**

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.

### **12.02WAIVER**

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.

### **12.03GOVERNING 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.

### **12.04COMPLIANCE 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.

## 12.09STATUTES

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 SUMMARY

- A. This Section includes requirements for the Contractor's insurance.

### 1.02 SUBMITTAL REQUIREMENTS

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

### 1.03 COMMERCIAL GENERAL LIABILITY (CGL) 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 six (6)" or better.
- B. The Port of Tacoma (Port) will be included as additional insureds for both ongoing and completed operations by endorsement to the policy using ISO Form CG 20 10 11 85 or forms CG 20 10 04 13 and CG 20 37 04 13 (or equivalent coverage endorsements). The inclusion of the Port as additional insureds shall not create premium liability for the Port.

Also, by endorsement to the policy, there shall be:

1. An express waiver of subrogation in favor of the Port;
2. A cross liabilities clause; and
3. An endorsement stating that the Contractor's policy is primary and not contributory with any insurance carried by the Port.

- C. If the Contractor, Supplier, or Subcontractors 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 Contractor's 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 additional insured(s), 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 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;

Alternatively, a Commercial General Liability (CGL) policy is acceptable if all of the above coverages are incorporated in the policy and there are no marine exclusions that will remove coverage for either vessels or work done by or above or around the water.

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. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

- 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. If the coverage is aggregated, the coverage shall be no less than two times the per occurrence or per claim limit. 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. Any additional insured endorsement shall NOT be limited to the amounts specified by this Contract, unless expressly waived in writing by the Port.
- F. 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.
- G. 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 are named as additional insured(s).
- H. Contractor shall provide at least forty-five (45) days prior written notice to the Port of any termination or material change, or ten (10) day's-notice in the case of non-payment of premium(s).

- I. 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. To the extent the Work provided under this Contract does not include the construction, rehabilitation or repair of any dam, road or bridge, and whenever the estimated cost of the Work is less than \$5,000,000, the Port and Contractor acknowledge that the Port will purchase, or has purchased, from 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. Without further endorsement, the coverage afforded by this insurance includes the interests of the Port, the Contractor, and Subcontractors of any tier on the Project. Coverage for materials intended to be installed in the facility will be covered by the Builder's Risk policy. Losses up to the deductible amount, and payment of any deductible amount, shall be the responsibility of the Contractor. All tools and equipment not intended as part of the construction or installation (including but not limited to Contractor's equipment and tools) will NOT be covered by the policy.

To the extent the Work provided under this Contract involves any dam, roadway or bridge, the value of which exceeds \$250,000, or whenever the estimated cost of the Work is equal to or greater than \$5,000,000, Contractor will purchase from a company or companies lawfully authorized and admitted to do business in Washington, property insurance written on a Builder's Risk "all-risk" (excluding 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 Builder's Risk 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. Contractor shall provide evidence satisfactory to the Port confirming the coverage afforded by this insurance shall include the interests of the Port, the Contractor, and Subcontractors of any tier on the Project. Coverage for materials intended to be installed in the facility will be covered by the Builder's Risk policy purchased by the Contractor. Losses up to the deductible amount, and payment of any deductible amount, shall be the responsibility of the Contractor.

In all instances, the Contractor shall obtain property insurance for all Contractor-owned equipment and tools and, in the event of loss, payment of any deductible amount shall be the responsibility of the Contractor.

#### PART 2 - PRODUCTS - NOT USED

#### PART 3 - PRODUCTS - NOT USED

**END OF SECTION**

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## **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 Date, the applicable effective date for prevailing wages for this Project is April 1, 2025.
- 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 printed copy of the applicable prevailing wage rates are also available for viewing at the Port Administration Building, located at 1 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 provided schedule of prevailing wage rates and the published rates applicable under WAC 296-127-011, 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 with the Department of Labor and Industries for approval.
2. 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 Department of Labor and Industries.

3. 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: (i) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician of the Department of Labor and Industries and (ii) 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. Immediately following the end of all Work completed under this Contract, the Contractor and each Subcontractor of any tier, shall file an approved Affidavit of Wages Paid with the Department of Labor and Industries.
- 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 RCW Title 51 ("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 its 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 (1) 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. Pacific Maritime Association card
  - 5. Labor organization identification card
- B. Identification cards shall be visible while on the Project site or easily displayed when requested.

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

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 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 Demo Bldg & Rail at 4012 SR 509 consists of:
    - a. Demolition of seven (7) building structures
    - b. Removal, disposal and/or recycling of demolition materials
    - c. Cap and abandon in-place below grade utilities
    - d. Implementation of erosion and sediment control measures
    - e. Hazardous materials abatement

### **1.02 LOCATION**

- A. The work is located at:

4012 SR 509

Tacoma, WA

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

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. This Section specifies work sequence and constraints.
- B. The purpose of the milestones, sequence and limitations of construction are to ensure that the Contractor understands the requirements and limitations on its work by the specific characteristics of the Contract, schedules and conducts work in a manner consistent with achieving these purposes, and complies with the construction schedule, the specific sequence, constraints, milestones and limitations of work specified.
- C. 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. Work Site Regulations
  - 1. Keep within the limits of work and assigned avenues of ingress and egress. Do not enter any areas outside the designated work location unless previously 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. Other:
    - a. A portion of this demolition occurs within the boundary of a current property lease. All demolition activities within the lease area, as shown on the plans, will require prior coordination with the tenant's representative. The Port engineer will facilitate this coordination at the weekly construction meetings.
    - b. Tacoma Water has a 48" steel transmission main running along the North side of this property on the shoulder of SR 509 S FRONTAGE RD. Protect existing Tacoma Water facilities. Tacoma Water facilities must remain accessible at all times. Any damage to Tacoma Water facilities will be repaired by Tacoma Water crews at the contractor's expense
    - c. A traffic control plan shall be provided to the city related to any activities occurring in the public right-of-way.

d. Water main at the South entrance (not shown on plan) shall be protected.

**PART 2 - PRODUCTS**

**PART 3 - EXECUTION**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. Procedures for preparation and submittal of applications for progress payments.

### **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. For each pay estimate the Contractor shall submit the following:

- 1. Completed Contractor invoice and updated Schedule of Values tracking sheet as required by Division 01 or as established by the Engineer.
    - 2. Baseline Project Schedule and narrative updated as required by Section 01 32 16 of the Project Manual.
    - 3. Completed "Amounts Paid to Subcontracts and Suppliers" showing total contract amount, amount paid this estimate, total paid to date, and balance owing.
    - 4. Completed "Conditional Release and Waiver of Liens and Claims."
    - 5. An estimated cashflow statement projecting the Contractor's monthly billings on the project shall be submitted with each payment application.

- C. 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.
    - 4. The Contractor shall submit the updated baseline project schedule for review prior to submitting the payment application to ensure the payment processing is not held up due to necessary schedule revisions.

- D. Following the Engineers' review, the Contractor shall submit the agreed upon pay estimate electronically, with complete supporting documentation, using Microsoft Dynamic 365, or as directed by the Engineer..

### 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.
- B. Measurement by Weight:
  - 1. Reinforcing steel, steel shapes, castings, miscellaneous metal, metal fabrications, and similar items to be paid for by weight shall be measured by scale or by handbook weights for the type and quantity of material actually furnished and incorporated into the Work.

2. Unless shipped by rail, material to be measured and paid for by weight shall be weighed on sealed scales regularly inspected by the Washington State Department of Agriculture's Weights and Measures Section or its designated representative. Measurement shall be furnished by and at the expense of the Contractor. All weighing, measuring, and metering devices shall be suitable for the purpose intended and shall conform to the tolerances and specifications as outlined in Washington State Department of Transportation Standard Specifications, Division 1, General Requirements, Article 1-09.2, Weighing Equipment.
3. Provide or utilize platform scales of sufficient size and capacity to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed. Combination vehicles may be weighed as separate units provided they are disconnected while being weighed. Scales shall be inspected and certified as often as the Engineer may deem necessary to ascertain accuracy. Costs incurred as a result of regulating, adjusting, testing, inspecting, and certifying scales shall be borne by the Contractor.
4. A licensed weighmaster shall weigh all Contractor-furnished materials. The Engineer may be present to witness the weighing and to check and compile the daily record of such scale weights. However, in any case, the Engineer will require that the Contractor furnish weight slips and daily summary weigh sheets. In such cases, furnish a duplicate weight slip or a load slip for each vehicle weighed, and deliver the slip to the Engineer at the point of delivery of the material.
5. If the material is shipped by rail, the certified car weights will be accepted, provided only actual weight of material will be paid for and not minimum car weights used for assessing freight tariff. Car weights will not be acceptable for material to be passed through mixing plants. Material to be measured by weight shall be weighed separately for each bid item under which it is to be paid.
6. Trucks used to haul material being paid for by weight shall be weighed empty daily and at such additional times as the Engineer may require. Each truck shall bear a plainly legible identification mark. The Engineer may require the weight of the material be verified by weighing empty and loaded trucks on such other scales as the Engineer may designate.

C. Measurement by Volume:

1. Measurement by volume will be by the cubic dimension indicated in the Contractor's submitted bid. Method of volume measurement will be by the unit volume in place or removed as shown on the Contract Drawings or as specified.
2. When material is to be measured and paid for on a volume basis and it is impractical to determine the volume by the specified method of measurement, or when requested by the Contractor in writing and accepted by the Engineer in writing, the material may be weighed in accordance with the requirements specified for weight measurement. Such weights will be converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Resident Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities will be accepted.

D. Measurement by Area: Measurement by area will be by the square dimension shown on the Contract Drawings or as specified. Method of square measurement will be as specified.

E. Linear Measurement: Linear measurement will be by the linear dimension listed or indicated in the Contractor's submitted bid. Unless otherwise indicated, items, components, or Work to be measured on a linear basis will be measured at the centerline of the item in place.

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**F. Field Measurement for Payment:**

1. The Contractor shall take all measurements by providing equipment, workers, and survey crews as required to measure quantities in accordance with the provisions for measurement specified herein. No allowance will be made for specified tolerances.
2. The Engineer will verify all quantities of Work performed by the Contractor on a unit-price basis, for progress payment purposes.

**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, those necessary for the movement of its personnel, equipment, supplies and incidentals to and from the project site; temporary facilities and controls; for the establishment and removal of its offices, buildings and other facilities necessary for work on the project; for other work and operations which it must perform or costs it must incur before beginning production work on the various items on the project site, and for removal of personnel, equipment, supplies, offices, building facilities, sheds, fencing, and other incidentals from the site.
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: Project Administration**

1. Item Description: The Work of this item includes all administrative costs associated with administering and supervising the project including, but not limited to supervision of personnel, coordination of all work activities, coordination of subcontractors and/or suppliers, preparation and transmittal of submittals, permit acquisitions, for premiums on bonds and insurance for the project, and project overhead.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.

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.
- C. Item #3: Silt Fence, TESC measures, Inlet protection
  1. Item Description: The Work of this item includes the implementation of the erosion and sediment controls as shown on plans including including construction, maintenance, replacement and upgrading of TESC facilities and inlet protection.
  2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
  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.
- D. Item #4: Temporary 6' Security Fence.
  1. Item Description: The Work of this item includes erection of chain link security fence for purposes of securing contractor's equipment while onsite.
  2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
  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.
- E. Item #5: Demolish Light Pole.
  1. Item Description: The Work of this item includes the removal of free standing light poles at two (2) locations per plan.
  2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
  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.
- F. Item #6: Backfill Service Pit.
  1. Item Description: The Work of this item includes fill and compaction of a below grade service pit approximately 5' W x 4' D x 15' L. See plan details 34/D8 and 1/D10.
  2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
  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.
- G. Item #7: Cut and Cap Utility.
  1. Item Description: The Work of this item includes capping and abandoning in-place existing utility connections after building demolition.
  2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
  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.
- H. Item #8: Hazardous Material Abatement

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1. Item Description: The Work on this item includes asbestos abatement and disposal of materials identified in the Hazardous Materials survey included in this specification as Appendix A
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
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.

I. Item #9: Building 1 Demolition.

1. Item Description: The Work of this item includes the demolition of Building 1 (36,570 SF) as shown on plan sheet G2. Remove building above foundation, 25'-0" to 30'-0" high (steel and wood structure with low slope roofing). Remove overhangs, dust control equipment, mechanical/electrical equipment and bollards.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
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.

J. Item #10: Building 2 Demolition

1. Item Description: The Work of this item includes the demolition of Building 2 (330 SF) as shown on plan sheet G2. Remove building above foundation, <=16'-0" high (CMU and wood structure with low slope roofing).
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
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.

K. Item #11: Building 3 Demolition

1. Item Description: The Work of this item includes the demolition of Building 3 (1,750 SF) as shown on plan sheet G2. Remove building above foundation, <=16'-0" high (steel and wood structure with low slope roofing).
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
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.

L. Item #12: Building 4 Demolition

1. Item Description: The Work of this item includes the demolition of Building 4 as shown on plan sheet G2. Remove building complete, <=16'-0" high (portable office building).
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
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.

M. Item #13: Building 5 Demolition

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1. Item Description: The Work of this item includes the demolition of Building 5 as shown on plan sheet G2. Remove building complete, <=16'-0" high (covered shed structure).
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
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.

**N. Item #14: Building 6 Demolition**

1. Item Description: The Work of this item includes the demolition of Building 6 as shown on plan sheet G2. Remove locomotive maintenance structure above foundation, 27'-0" high (s structure).
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
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.

**O. Item #15: Building 7 Demolition**

1. Item Description: The Work of this item includes the demolition of Building 7 as shown on plan sheet G2. Remove building above foundation, <=16'-0" high (wood structure with low slope roofing).
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
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.

**P. Item #16: Unforeseen Conditions Allowance**

1. Item Description: This contingency will be for UNFORESEEN CONDITIONS for work unidentified at the time of bid and will be paid preferably as negotiated unit price(s) or lump sum(s). If unit prices or lump sums cannot be established, work will be paid on a time and materials basis per section 00 72 00 General Conditions Article 8.0. Work under this bid item shall be accomplished upon written direction from the Engineer as a Minor Change in Work. This entire bid item may or may not be used.
2. Measurement: This item will be measured based upon the method agreed upon for each Minor Change issued.
3. Payment: This item will be paid for at the price agreed upon for each Change in Work issued by the Engineer in accordance with procedures noted in Section 01 26 00 – Change Management Procedures.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

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## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

- A. The Contractor shall submit for approval the following documentation to the Port for force account change orders:

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.

### **1.03 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.

### **1.04 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.

## 1.05 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 8.02.B 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 1.05.A.
    - 4. Comply with requirements in Section 00 26 00 Substitution Procedures 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.

## 1.06 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.

## 1.07 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 Items. 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. The Schedule of Values is based on unit priced bid items and a breakdown of each lump-sum bid item. The total dollars for the Schedule of Values shall total the bid amount.
- 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. Dollars earned and percent complete for the current progress payment period,
  2. Dollars earned and percent complete to-date, excluding the current progress payment period,
  3. Total dollars earned and percent complete to-date,
  4. Total dollars remaining, and
  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.
- 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 21 days of contract execution.
  - 1. 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 COORDINATION**

- A. The Contractor shall coordinate all its 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.

### **1.04 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.
  - 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.
    - a. The Engineer will approve submitted meeting minutes in writing within 10 working days.
  - 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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. The Port and Contractor shall use the Port Contract Management application (e-Builder®) for electronic information exchange throughout the duration of the Contract, as later described.
  - 1. e-Builder® is a web-based application accessed via the web.
  - 2. The Contractor will receive up to two separate user accounts for access to e-Builder®.
  - 3. The joint use of this system is to facilitate and coordinate the electronic exchange of Requests for Information, Submittals, Change Order Proposals, Pay Applications, and project specific correspondence.

### **1.02 USER ACCESS LIMITATIONS**

- A. Contractor's access to e-Builder® is granted and controlled by the Engineer.
  - 1. The users assigned by the Contractor to use e-Builder® shall be competent and experienced with the practices commonly employed in the industry for electronically submitting requests for information, submittals, product data, shop drawings and related items as required by the contract and the methods commonly used for project correspondence transmission and filing.
  - 2. Any users assigned by the Contractor whom the Engineer determines is incapable of performing the prescribed tasks in an accurate, competent and efficient manner will be removed upon request from the Engineer. The qualifications and identity of a replacement user shall be submitted within 24 hours for consideration by the Engineer. Once accepted by the Engineer, the user account will be modified accordingly.

### **1.03 CONTRACTOR TECHNOLOGY REQUIREMENTS**

- A. The Contractor is responsible for providing and maintaining web enabled devices capable of running the desktop version of the e-Builder® website effectively.

### **1.04 CONTRACTOR SOFTWARE REQUIREMENTS**

- A. The Contractor is responsible for providing and maintaining the following:
  - 1. An office suite that is Microsoft Office 2013 compatible for generation and manipulation of correspondence.
  - 2. A program capable of editing, annotating and manipulating Adobe pdf files for inserting the Contractor's review stamp, clouding and adding notation to the files as necessary for review by the Engineer.

### **1.05 CONTRACTOR RESPONSIBILITY**

- A. Provide all the equipment, internet connections, software, personnel and expertise required to support the use of e-Builder® as described in the Contract documents.

### **1.06 PORT RESPONSIBILITY**

- A. Provide the Contractor with the following:
  - 1. All forms necessary for application to obtain permissions to access e-Builder® as described above.
  - 2. Information, basic user guides and requirements on methods for using e-Builder®.

3. Instruction for the Contractor's staff utilizing e-Builder®.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION**

**3.01 UTILIZATION OF E-BUILDER®**

- A. The Contractor shall provide required information in a timely manner that also supports the project schedule and meets the requirements of the Contract.
- B. The Contractor shall provide and maintain competent and qualified personnel to perform the various tasks required to support the work within e-Builder®.
- C. The Port will not be liable for any delays associated from the usage of e-Builder® including, but not limited to: slow response time, Port maintenance and off-line periods, connectivity problems or loss of information. Under no circumstances shall the usage of e-Builder® software be grounds for a time extension or cost adjustment to the contract.

**END OF SECTION**

## **PART 1 GENERAL**

### **1.01 SUMMARY**

- A. This section includes the requirements to provide a preliminary schedule and construction progress schedule, bar chart type.

### **1.02 SUBMITTALS**

- A. Within 14 days following execution of the contract, submit a baseline project schedule defining planned operations.
- B. If the baseline project schedule requires revision after review, submit revised baseline project schedule within 10 days.
- C. Within 20 days after review of baseline project schedule, submit draft of proposed complete baseline project schedule for review.
- D. Submit updated progress schedule monthly to the Engineer with each pay application as required in Section 01 20 00 Price and Payment Procedures.

### **1.03 QUALITY ASSURANCE**

- A. Scheduler: Contractor's personnel or Consultant specializing in Critical Path Method (CPM) scheduling with one year's minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

### **1.04 SCHEDULE FORMAT**

- A. The baseline project schedule shall be produced using the CPM format.
- B. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- C. Sheet Size: Multiples of 11 x 17 (280 x 432 mm).

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

## **PART 3 EXECUTION**

### **3.01 BASELINE SCHEDULE**

- A. Prepare baseline project schedule in the form of a horizontal bar chart.
- B. The baseline project schedule shall include all the activities listed in the Schedule of Values and be directly related to items listed in the Bid Form. The Contractor is encouraged to add sufficient activities to facilitate a clear understanding of the means and methods planned for the various work items.
- C. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction and critical path. At a minimum it shall include and show the following:
  1. A time scale showing the elementary work items needed to complete the work;
  2. Estimated time durations for each activity, defined as any single identifiable work step within the project;
  3. A graphical network diagram showing the logical sequence of activities, their precedence relationships, and estimated float or leeway available for each;

4. The different categories of work as distinguished by crew requirements, equipment requirements, and construction materials; and
5. The different areas of responsibility, such as distinctly separate or subcontracted work, and identifiable subdivisions of work.

D. It shall be maintained and updated as necessary to accurately reflect past progress and the most probable future progress.

E. Activities shown shall include submittals, milestones, and sufficient task breakdown for major components of work.

F. Identify work of separate stages and other logically grouped activities.

G. Provide sub-schedules to define critical portions of the entire schedule.

H. Provide separate schedule of submittal dates for shop drawings, product data, samples, owner-furnished products, products identified, and dates reviewed submittals will be required from the Engineer. Indicate decision dates for selection of finishes.

### 3.02 PROGRESS SCHEDULE

- A. From the regularly-maintained baseline project schedule, progress schedules showing a three-week look-ahead, one-week look-back, shall be submitted and distributed at the weekly progress meetings. The progress schedule shall represent a practical plan to complete the work shown within the contract work window presented. At a minimum, the presentation, typically a Gantt-style chart, shall convey the task durations, a logical work sequence, task interdependencies, and identify important or critical constraints.
- B. Submittal and distribution of progress schedules will be understood to be the Contractor's representation that the scheduled work meets the requirements of the contract documents and that the work will be executed in the manner and sequence presented, and over the durations indicated.
- C. The scheduling, coordination, and execution of construction in accordance with the contract documents are the responsibility of the Contractor. The Contractor shall involve, coordinate, and resolve scheduling with all subcontractors, material suppliers, or others affected in development of the progress schedules.
- D. The progress schedule shall be used for coordination purposes for inspection and testing purposes as well as validation of work progress against the baseline schedule.

### 3.03 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Indicate changes required to maintain Date of Substantial Completion.
- E. Submit reports required to support recommended changes.
- F. Contractor shall submit an updated progress schedule with each pay application and include a written narrative describing the overall progress of the work. The narrative shall include the following key aspects:

1. Progress in the last period.
2. Critical Path progress and schedule concerns.
3. Changes to schedule logic or sequencing of the work.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

A. This section includes the requirements to provide a submittal log and project submittals.

### **1.02 SUBMITTAL LOG**

A. Contractor shall, within 21 days of contract execution prepare and submit for Engineer approval a detailed log of all the submittals required under this Contract, along with any other submittals identified by the Port or Contractor. The log shall include, but not be limited to, schedules, required construction Work plans, equipment and material cut sheets, shop drawings, project record documents, test results, survey records, record drawings, results of QC testing, 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. Item Description
2. Category
3. Specification Section information of the applicable section
4. 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 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 of each of Contractor's submittals, the submittal will be returned to Contractor with a form indicating one or more of the following:

1. No Exceptions Taken - Means, accepted subject to its compatibility with future submittals and additional partial submittals for portions of the work not covered in this submittal. But it does not constitute approval or deletion of specified or required items not shown in the partial submittal.
2. Make Corrections Noted - Same as Item 1, except that minor corrections as noted shall be made by Contractor.
3. Reviewed - Submittal has been reviewed by the Port, does not constitute approval, and the Contractor is responsible for requirements in submittal.
4. Review as Noted - Submittal has to be reviewed by the Port with comments as noted.
5. Revise and Resubmit - Means, rejected because of major inconsistencies or errors. Resolve or correct before next submittal.
6. Rejected - Means, submitted material does not conform to the Contract Documents in a major respect (e.g., wrong material, size, capacity, model, etc.).

B. Submittals marked "No Exceptions Taken," "Make Corrections Noted," or "Reviewed as Noted" authorizes Contractor to proceed with construction covered by those data sheets or shop drawings with corrections, if any, incorporated.

C. When submittals or prints of shop drawings have been marked "Revise and Resubmit" or "Rejected," Contractor shall make the necessary corrections and submit required copies. Every revision shall be shown by number, date, and subject in a revision block, and each revised shop drawing shall have its latest revision numbers and items clearly indicated by clouding around the revised areas on the shop drawing.

D. Submittals authorized by the Engineer do not in any case supersede the Contract Documents. The approval by the Engineer shall not relieve the Contractor from responsibility to conform to the Drawings or Specifications, or correct details when in error, or ensure the proper fit of parts when installed. A favorable review by the Port of shop drawings, method of work, or information regarding material and equipment Contractor proposes to furnish 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.

E. 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 submit all shop drawings, catalog cuts, brochures and physical samples using Trimble Unity Construct (a web based construction management software). All post-document-generated notations such as notes, arrows, stamps, clouding, or other items, are required to be shown directly on the submittal document. **Each submittal shall be accompanied by a transmittal developed within the Trimble Unity Construct software.**
- 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 and each submittal shall be numbered consecutively.
- C. Product submittals that cannot be accomplished electronically shall be submitted electronically without attachments, marked as being hand delivered, and accompanied by a printed version of a transmittal.
- D. Shop and detail drawings shall be submitted in related packages. All equipment or material details which are interdependent, or are related in any way, 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.
- E. The Contractor shall thoroughly review all shop and detail drawings, prior to submittal, to assure coordination with other parts of the work.
- F. Components or materials which require shop drawings and which arrive at the job site prior to approval of shop drawings shall be considered as not being made for this project and shall be subject to rejection and removal from the premises.
- G. All submittal packages including, but not limited to, product data sheets, mix designs, shop drawings and other required information for submittal must be submitted, reviewed and approved before the relevant scheduled task may commence. It is the responsibility of the Contractor to provide the submittal information which may drive a task on the construction schedule to submit items well enough in advance as to provide adequate time for review and comment from the Engineer without adversely impacting the construction schedule.
- H. When completing the Trimble Unity Construct submittal form, a Date Due field is required to be completed. This field is intended to inform the Port of the urgency of the submittal. Failure of the Port to return the submittal by the date provided by the Contractor will not be considered grounds for a contract time extension.

### 3.02 PRE-WORK SUBMITTALS

- A. Prior to issuance of Notice to Proceed, the following submittals must be submitted and returned to the Contractor as No Exceptions Taken, Make Corrections Noted, Reviewed, or Reviewed as Noted.
  1. Per 00 72 00 and 01 32 16, Baseline Project Schedule
  2. Per 00 73 63, Emergency Contact Numbers
  3. Per 01 35 29, Health and Safety Plan (HASP)
  4. Per 01 35 29, Spill Prevention and Countermeasures Plan (SPCC)

5. Per 01 35 47, List of equipment and written certification

### 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. When approved by the Engineer, use the submittal log to track the transmittal of submittals to the Engineer, the receipt of submittal comments from the Engineer, and all subsequent action with respect to each submittal. Provide an updated copy of the submittal log to the Engineer during each weekly progress meeting, unless otherwise approved by the Engineer.

**END OF SECTION**

**PART 1 - GENERAL****1.01 SUMMARY**

- 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 00 31 26 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 Notice to Proceed, 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. Lockout/Tagout,
    - b. Fall protection,
    - c. Trenching and shoring,
    - d. Hot work,
    - e. Explosive conditions due to methane,
    - f. Oxygen deficient conditions,

- g. Asbestos, lead and PCB hazards,
- h. Suspicious materials and/or unidentified materials,
- i. Confined-space entry (could include dewatering storage tanks, manholes, or other items),
- j. Confined-space rescue, and
- k. Odorous conditions and toxic gases;
- 9. Exposure monitoring to be used to evaluate actual hazards compared with anticipated conditions, including but not limited to lead, asbestos and PCB exposure assessment;
- 10. Site housekeeping procedures and personal hygiene practices;
- 11. Personnel and equipment decontamination plan;
- 12. Railroad safety procedures;
- 13. Administrative controls;
- 14. Emergency plan including locations of and route to nearest hospital;
- 15. Medical surveillance program for site personnel before, during, and after completion of site work;
- 16. Recordkeeping including:
  - a. Documentation of appropriate employee training (e.g., Hazardous Waste Operations and Emergency Response [HAZWOPER] 40-hour training for staff involved with handling of materials containing lead, asbestos and PCBs),
  - b. Respirator fit testing, and
  - c. Lead, asbestos and PCB exposure assessment results;
- 17. Name and qualification of person preparing the HASP and person designated to implement and enforce the HASP;
- 18. Name and qualifications for Certified Safety Professional (CSP) or Certified Industrial Hygienist (CIH) and a copy of the CIH's or CSP's certification and resume;
- 19. Excavation, stockpiling, and truck loading procedures;
- 20. Lighting and sanitation; and
- 21. 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.

2. The Project demolition materials may contain lead, asbestos and PCBs. The Contractor shall comply with all applicable requirements of Washington Department of Labor and Industries Division of Occupational Safety and Health (DOSH) Safety Standards for Asbestos Removal and Encapsulation, WAC 296-65 including but not limited to personal exposure monitoring, use of respirators and PPE, and worker training.

**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. Arsenic exposure may cause skin irritation.
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. Work over or adjacent to water, presenting hazards of falling into water, hypothermia from exposure to the elements, and drowning;
  2. Operation of marine equipment, including winches, dredges, and related equipment, entrapment, ensnarement, and being struck by moving parts hazards;
  3. Completion of diver surveys with specific health and safety elements;
  4. 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; and

5. 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.); and
4. Trips and falls.

D. Firewatch Procedures

1. A firewatch is implemented to ensure the fire-safety of a building, structure or area in the event of any act (e.g., hot work) or situation instigating an increased risk of fire. The term "firewatch" is used to describe a dedicated person or persons whose sole responsibility is to look for fires within an established area.
2. A firewatch is required when all hot work is being performed.
3. The firewatch is to perform the following functions:
  - a. Firewatch personnel are to keep diligent watch for fires in the general area where the work is being performed.
  - b. Firewatch personnel are to be familiar with facilities and procedures for sounding an alarm in the event of a fire.
  - c. Firewatch personnel are to have fire extinguishing equipment readily available and be trained in its use, including practice on test fires.
  - d. Firewatch personnel are to inspect the site prior to hot work activities to ensure that combustibles are removed or covered and that any nearby holes or penetrations in the ground and walls are sealed or covered with fire-safe materials.
  - e. Firewatch personnel are to watch for fires in all exposed areas. If a fire is located, firewatch personnel are to sound the evacuation alarm immediately and after that try to extinguish the fire, only when obviously within the capacity of the equipment available.
  - f. The firewatch is to be maintained for at least 120 minutes after completion of hot work such as cutting, welding, or other open flame operations, in order to detect and extinguish smoldering and flaming fires. During this time, the work area and other adjacent areas where sparks or flame may have traveled are to be searched for signs of combustion.

## **PART 2 - PRODUCTS**

### **2.01 SAFETY SIGNAGE**

A. The Contractor shall provide signage at strategic locations within the project site to alert jobsite workers and visitors of the remediation work, associated hazards, and required precautions.

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## 2.02 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. Enclosure equipment (for dust and asbestos fiber control);
  - 2. Fencing and barriers;
  - 3. Warning signs and labels;
  - 4. Fire extinguishers;
  - 5. Equipment to support hot work;
  - 6. Equipment to support lockout/tagout procedures;
  - 7. Scaffolding and fall protection equipment;
  - 8. Personal protective equipment (hard hats, foot gear, skin, eye, and respiratory protection);
  - 9. Area and personnel exposure monitoring equipment;
  - 10. Demolition equipment and supplies;
  - 11. Decontamination equipment and supplies;
  - 12. First aid equipment;
  - 13. Spill response and spill prevention equipment; and
  - 14. 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, including arsenic, until the HASP is reviewed by the Engineer.
  - 2. In addition, the Engineer will submit a copy of the Contractor's HASP to Ecology for review. Ecology and the Engineer will review but not approve HASP.
- 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 CIH or CSP 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 GENERAL SAFETY GUIDELINES FOR HAZARDOUS GASES

- A. The generally accepted procedure to protect the worker from the effects of the dangers from hazardous gases is through the use of four safeguard measures:
  1. Test the atmosphere: Before entering a trench, underground vault, or any other excavation, the atmosphere shall be tested to detect any adverse environmental conditions with a gas detector instrument. Test instruments shall be properly maintained and calibrated. The test shall be conducted from top to bottom of the excavation or every four (4) feet.
  2. Ventilate all confined spaces: Before entry and during the entire time workers are in the confined space. Forced ventilation is the generally accepted procedure.

3. Use appropriate safety equipment: All personnel shall be trained to operate the appropriate safety equipment that are to be utilized during the course of their work. It is the responsibility of the Contractor's Site Safety and Health Officer to ascertain that all safety equipment is being used when appropriate.
4. Provide backup safety personnel: Prior to any personnel entering an excavation or confined space, a separate individual shall be positioned outside the space.

B. Safety Monitoring Instrumentation: The Safety and Health Officer shall have appropriate instruments (detector[s]) to test for oxygen deficiency and for the presence of methane gas, hydrogen sulfide, and/or other known or suspected vapors and gases. The Site Safety and Health Officer shall periodically calibrate the instruments, regularly test the excavation or space areas and other work areas for safe working conditions, and ensure that appropriate safety equipment is available.

### 3.04 SUPPLEMENTAL SAFETY PROGRAM FOR GASES

- A. Supplemental to the Contractor's regular safety program, the Contractor shall develop and institute procedures to inform all workers at the site of the potential for the presence of methane and other landfill gases emanating from the natural decomposition of refuse buried at or near the job site, and the importance of safety precautions to ensure the safety of workers and the public.
- B. Recommended Precautions: In addition to conforming to safety rules and regulations of governmental authorities having jurisdiction, the Contractor shall conform to the following minimum precautionary measures:
  1. Frequently monitor for all possible hazardous gases, oxygen deficiency and other known or suspected vapors and gases.
  2. Prohibit smoking in or near open excavations, exposed refuse, and in the vicinity of underground pipe laying activities. Smoking will be permitted only in those areas designated by the Site Safety and Health Officer.
  3. In the event toxic gas is present in sufficient quantities to trigger a gas detection alarm, the Contractor shall immediately evacuate all personnel from the area until determined safe by the Site Safety and Health Officer.
  4. Do not use explosives.
  5. Do not leave refuse exposed overnight, unless otherwise approved by the Engineer. Any refuse exposed during construction activities shall be covered with at least a 6-inch layer of earth, tarps, or membrane.
  6. Do not weld in trenches, enclosed areas, or over refuse unless performed in areas tested and approved by the Site Safety and Health Officer.
  7. Construction equipment used in excavation activities and/or refuse removal operations shall be equipped with vertical exhaust and spark arresters.
  8. Electric motors utilized in excavation areas and below ground shall be explosion-proof.
  9. As construction progresses, all pipe openings and valves shall be closed as soon as installed to prevent the migration of gases through the pipeline system.
- C. Suggested Measures: If not already included in the Contractor's standard safety practices, the Contractor shall add the following measures to their safety program:

1. Any personnel working near the edge of well excavations or similar construction should wear a harness securely attached to a lanyard. The lanyard shall be made as short as possible and securely fastened to a safe object.
2. Safe and suitable ladders that project 2 feet above the top of the trench shall be provided for all trenches over 4 feet in depth. A minimum of one ladder shall be provided for each 25 feet of open trench, and be so located that workers in the trench need not move more than 25 feet to a ladder.
3. No worker shall be allowed to work alone in an excavation. An individual shall be positioned outside the excavation, but within eyesight of the workers in the excavation, and assist them should an emergency develop.
4. Workers should avoid contact with exposed refuse where possible.
5. No excavation or drilled hole greater than 2 feet deep shall be left unattended or open overnight unless it is securely covered in a manner acceptable to the Engineer.
6. Fire extinguishers with a rating of at least A, B, and C shall be available onsite.

### 3.05 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

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

A. This Section discloses procedures to follow if unknown regulated materials are encountered.

### **1.02 DOCUMENTS INCORPORATED BY REFERENCE**

A. Washington State General Occupational Health Standards, WISHA Chapter 296-62  
Washington Administrative Code (WAC); Chapter 296-65 WAC Asbestos Removal & Encapsulation; Chapter 296-155 WAC Safety Standards for Construction Work

### **1.03 NOTIFICATION AND SUSPENSION**

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. The Port to terminate or modify the Contract accordingly, for unforeseen conditions.

### **1.04 SCOPE**

A. Contractor shall provide all labor, materials, equipment, services, permits and insurance required to complete the removal transport and proper disposal of poly chlorinated biphenyl (PCB)-containing light ballasts

B. Included in the work is the removal and disposal of the light fixtures in the Machine Shop and Oven Tunnel as PCB contaminated. All samples were below the regulatory limit of 50 mg/kg, however any light ballast that does not contain the words "no PCBs" and was manufactured before July 2, 1979, must be assumed to contain PCBs unless sampling confirms they do not. If confirmed to not contain PCBs, the hazardous materials should be managed as universal waste if reuse is not possible.

C. Selective demolition is necessary to complete the abatement of hazardous materials herein. Abatement contractor is responsible for conducting selective demolition to explore, locate and properly remove all identified materials. The contractor shall visit each site to become familiar with each material, quantities, locations, access, removal methods, etc. prior to the bid

- D. Removal and disposal of materials containing lead-based paint will be required for the Machine Shop, storage units, storage building, Maintenance Building, Car Shop Office, Tunnel Oven, Groundwater Remediation Building, and the Locomotive shop and will be removed prior to the remaining demolition materials. A representative sample of lead-based paint containing material will be collected for waste designation and Toxicity Characteristic Leachate Procedure (TCLP) analysis if necessary. The representative sample will be used to determine if the material is disposed of as hazardous or non-hazardous solid waste
- E. Compliance: Activities requiring compliance with this Section include but are not limited to, manual demolition, cutting, sawing, sanding, welding, torch burning, and mechanical demolition of building components with lead-containing paint as defined in these specifications. The Port assumes all structural steel and all untested painted components to be lead-containing. See hazardous materials summary reports for details of paint testing and associated results
  1. The Contractor shall perform activities involving lead-containing paint and regulated metals in compliance with WAC 296-155, this Section, and the following hazardous building materials surveys:
    - a. Certificate of Analysis, Lead Paint Component Testing, 4012 Washington Highway 509 by Orion Environmental Services dated 8/23/2021
- F. Handling: All activities involving lead-containing paint shall be conducted in accordance with current applicable state and federal regulations including WAC 296-62-07521: "Lead"; WAC 296-155-176: "Occupational Health and Environmental Control"; 29 CFR 1926.62: "Lead Exposure in Construction-Interim Final Rule", 40 CFR 745.80 Subpart E: "Residential Property Renovation" and EPA Lead Renovation, Repair and Painting Program

## 1.05 PERSONNEL PROTECTION

- A. Training
  1. Prior to commencement of work, Contractor shall ensure all workers have been trained as specified in WAC Chapter 296-65
  2. The Contractor shall provide and post decontamination, respirator, and work procedures to be followed by the workers
- B. Personnel Protective Equipment for Asbestos Removal
  1. Provide protective clothing and equipment per WAC 296-62

## 1.06 PERMITS AND NOTIFICATIONS

- A. The Contractor is responsible for obtaining all permits and notifications as required for the completion of the work by the Washington State Department of Labor and Industries, the U.S. E.P.A., the Puget Sound Clean Air Agency and any other permitting agency involved with the completion of the work included herein
- B. The Contractor shall notify the Engineer in writing a minimum of 72 hours prior to commencing any hazardous material-related work at the project site
- C. The Contractor shall notify the Engineer a minimum of 48 hours prior to visual inspections and clearance testing

## 1.07 PERSONNEL TRAINING

- A. All personnel accomplishing removal or impacting asbestos-containing materials shall have received the minimum training as required by the Washington State Department of Labor and Industries for the work to be performed. At a minimum, the supervisor shall be the bearer of a current "Certified Asbestos Supervisor Certificate" issued by the Washington State Department of Labor and Industries

## 1.08 LIABILITY

- A. The Contractor is an independent contractor and not an employee of the Port or Port's Representative. The Port shall have no liability to the Contractor or any third persons for Contractor's failure to faithfully perform and follow the provisions of these Specifications and the requirements of the governing agencies. Notwithstanding the failure of the Port to discover a violation by the Contractor of any of the provisions of these Specifications, or to require the Contractor to fully perform and follow any of them, such failure shall not constitute a waiver of any of the requirements of these Specifications which shall remain fully binding upon the Contractor

## PART 2 - PRODUCTS - NOT USED

## PART 3 - EXECUTION

### 3.01 REMOVAL OF ASBESTOS-CONTAINING MATERIALS

- A. Perform all asbestos related work and comply with the general safety and health provisions in conformance with WAC, 29 CFR 1910.1001, and 29 CFR 1910.20. Remove and properly dispose of all asbestos-containing materials indicated to be removed in the Contract Documents in accordance with general work practices and work practices for removal and encapsulation as specified in 40 CFR Part 61, 29 CFR 1926.1101 and other appropriate work procedures approved by the Environmental Protection Agency (EPA), Washington Department of Labor and Industries, and Puget Sound Clean Air Agency, or as more stringently specified herein.

### 3.02 DISPOSAL OF ASBESTOS-CONTAINING MATERIALS

- A. Regulations: The Contractor shall determine current waste handling, transportation, and disposal regulations for the work site and for each waste disposal landfill. The Contractor must comply with these regulations and U.S. Department of Transportation, PSCAA Regulation III, Article 4 and EPA requirements. Double bagged material in containers shall be delivered to the predesignated disposal site
- B. Transport: Contractor shall remove decontaminated containers from site within ten calendar days after collection for disposal at a waste disposal site operated in accordance with the provisions of 40 CFR 61.156. Notify disposal site in advance of delivery to ensure immediate disposal. Maintain chain-of-custody until accepted by the landfill.
- C. Submit disposal receipts (or "letter of acknowledgment") and chain-of custody for waste to the Engineer.

### 3.03 REMOVAL OF PCB-CONTAINING LIGHT BALLASTS

- A. Contractor shall isolate work area and perform work at times and in a manner that will not result in the release or discharge of PCBs or the exposure to employees or other building occupants
- B. Contractor shall carefully remove and handle PCB light ballasts so as not to cause removed materials to migrate beyond work areas

- C. All tools that have come into contact with PCB-contaminated materials shall be properly cleaned prior to removal from the regulated work area
- D. The Contractor shall determine current waste handling, transportation, and disposal regulations for the work site and for each waste disposal landfill. The Contractor must comply with these regulations and U.S. Department of Transportation and EPA Requirements
- E. The Contractor must notify the Engineer 24 hours prior to removal of the PCB-containing waste from the project site. No waste shall leave the site without the Engineer's Authorization. No exceptions.
- F. The Contractor is responsible for ensuring that appropriate documentation completed and returned to the Engineer on a timely basis in accordance with the following; the signed transportation manifest from the hauler must be provided to the Engineer within 24 hours of the PCB waste leaving the site. Waste manifest signed by the waste acceptance facility must be provided to the Engineer within 3 days of delivery to the waste facility

#### 3.04 REMOVAL AND DISPOSAL OF LEAD-BASED PAINT MATERIALS

- A. Set-up Activities: Prior to removal/impact of lead-containing painted components, the Contractor shall cover the ground below the work area with 6-mil plastic sheeting or equivalent. The drop-sheeting shall extend outward a minimum of 6 feet from the location of item(s) being removed/impacted. Any tears that occur in the drop-sheeting shall be immediately repaired with duct tape or other acceptable seal. Debris shall be collected with a wet/dry vacuum to avoid escape from the drop-sheeting. Wash water shall be retained on the drop-sheeting and removed by mops or wet/dry vacuums. The residue/debris and water shall be placed in storage drums for testing prior to disposal
- B. Perform removal of lead-containing painted components or activities impacting lead - containing painted components in accordance with approved lead work plan. Use procedures and equipment required to limit occupational and environmental exposure to lead when lead-containing paint is impacted. The procedures employed by the Contractor shall not create the potential for contaminating surrounding areas or materials with lead-containing dust. Dust generation shall be minimized at all times
- C. At completion of the above operations, HEPA vacuum drop-sheeting to remove any paint particles or debris or visible dust. Wet wash plastic sheeting to remove all dust.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- 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 a list of equipment to be used on the project and written certification 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); or
  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**

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## **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
  - 2. City of Tacoma Commercial Building Demolition Permits
- 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 1.01.A 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 to 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 SUMMARY**

- A. This section includes 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. The Contractor shall perform such detailed examination, inspection, 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.

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

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. This section includes requirements relating to the following:
  - 1. Temporary utilities,
  - 2. Temporary telecommunications services,
  - 3. Temporary sanitary facilities,
  - 4. Temporary Controls: Barriers, enclosures, and fencing, and
  - 5. 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. Contractor is responsible for getting required permits and meters from the City of Tacoma.
- B. Existing facilities may be used.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

### **1.03 TELECOMMUNICATIONS SERVICES**

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization. It is the Contractor's responsibility to be able to receive phone calls and emails at the job site.

### **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 to secure contractor's laydown area.

### **1.07 FIELD OFFICES**

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack and drawing display table.

#### 1.08 TREE AND VEGETATION PROTECTION

- A. The Contractor shall carefully protect existing trees and vegetation noted to remain from damage by construction activities.
- B. All trees and vegetation noted to remain shall have 4' high, high visibility fence installed at the drip line of the tree or vegetation or as noted and shown on the Drawings.
- C. If a tree or vegetation designated for protection is damaged or destroyed in the course of the Work, the Contractor shall replace it with new comparable in species and size as required by the Engineer. Where it is necessary to replace trees or vegetation damaged by construction, the Contractor shall bear all expenses associated with replacement and establishment of the replacement vegetation.
- D. The contractor shall provide any necessary irrigation and other care necessary to warrant the replacement vegetation for two growing seasons (April through September) following replacement.

#### 1.09 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Final inspection.
- B. Remove underground installations to a minimum depth of 3 feet (1 m).
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. 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 SUMMARY**

- A. This section includes requirements relating to the following:
  - 1. Access roads
  - 2. Parking
  - 3. Construction parking controls
  - 4. Traffic Control
  - 5. Flares and lights
  - 6. Haul routes
  - 7. Maintenance
  - 8. Removal, repair
  - 9. Mud from site vehicles

## **PART 2 - PRODUCTS**

### **2.01 SIGNS, SIGNALS, AND DEVICES**

- A. Post Mounted and Wall Mounted Traffic Control and Informational Signs, as specified.
- B. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- C. 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.
- B. Provide unimpeded access for emergency vehicles. Maintain 20 foot (6 m) width driveways with turning space between and around combustible materials.
- C. Provide and maintain access to fire hydrants free of obstructions.

### **3.03 PARKING**

- A. All Contractor's employee cars and work vehicles will be parked on-site as designated by the Engineer.

### **3.04 CONSTRUCTION PARKING CONTROL**

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Port operations.
- B. Prevent parking on or adjacent to access roads or in non-designated areas.

### 3.05 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.

### 3.06 FLARES AND LIGHTS

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

### 3.07 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.

### 3.08 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.

### 3.09 REMOVAL, REPAIR

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

### 3.10 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, 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 have the expense of the operation charged to the Contractor.

**END OF SECTION**

## PART 1 – GENERAL

### 1.01 SUMMARY

- 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; and
  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 all requirements set forth in Washington Department of Ecology's (Ecology) Phase I Municipal Stormwater Permit (MS4) for projects less than one acre.

### 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," current version.
  2. Washington Department of Ecology Phase I Municipal Stormwater Permit (MS4), current version.
  3. Washington State Department of Transportation, current version, Standard Specification M41-10, Division 8-01 Erosion Control and Water Pollution Control.
  4. Pierce County Stormwater and Site Development Manual, current version (if applicable).

### 1.03 SUBMITTALS

- A. Prior to the start of any construction activities, a Construction Stormwater Pollution Prevention Plan (SWPPP), as required by the MS4.
  1. Contractor shall comply with a Contractor provided project SWPPP.
  2. Contractor shall be responsible for updating the project SWPPP during construction to reflect the required changes to BMPs and personnel, as needed, to comply with the MS4 at no additional cost to the Port.
- B. Safety Data Sheet (SDS) for any dust palliative product.

- C. A copy of all Contractor site inspection logs at a time interval (e.g., weekly, monthly) specified by the Engineer.

#### 1.04 AUTHORITY OF ENGINEER

- A. The 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 the Contractor to provide immediate permanent or temporary pollution control measures to minimize impacts to 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 the 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. The Port is subject to a Phase I Municipal Stormwater Permit (MS4). The Contractor shall be responsible for compliance with the Department of Ecology Western Washington Stormwater Management Manual, Volume II, Construction Stormwater Pollution Prevention for the duration of the project.
- B. 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.
- C. No project discharge of water shall be allowed that exceeds the regulated pollutant levels in Ecology's NPDES permit associated with the Project.
- D. Contractor shall be solely responsible for all BMP modifications and upgrades to comply with the MS4 and the requirements of this Section, at no additional cost to the Port.
- E. 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.
- F. The 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 ground disturbing activities.
  - 1. The SWPPP describes construction activities and sequencing, and the proposed Temporary and Permanent Erosion and Sediment Control measures. If there are any changes to BMPs or personnel on the site, Contractor must update the SWPPP and be prepared to submit the SWPPP to the Port and Ecology upon request.

2. The SWPPP shall consist of planning, installing, inspecting, maintaining, and removing TESC BMPs per Volume II of the Stormwater Management Manual for Western Washington (current version) or equivalent. The BMPs shown in the Drawings 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 Ecology (reference Ecology's Stormwater Management Manual for Western Washington, current version).
4. If Contractor chooses to write a SWPPP separate from the Port-provided SWPPP, it must comply with all of the requirements set forth by the CSGP.

B. Contractor shall develop project-specific TESC BMPs and incorporate them into the SWPPP. 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 (current version) or equivalent.
2. TESC notes and details shown in the Drawings and the information in this Section form a basis of the minimum requirements for a TESC Plan. Contractor shall develop a TESC Plan specific to the construction schedule and proposed means and methods prior to commencing construction activities for the duration of the Project.

C. Contractor shall inspect the existing system and report to the Engineer the levels of existing material prior to installation of TESC BMPs.

### 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 the TESC measures daily and maintain these measures to ensure continued proper functioning for the duration of the Project.
  2. Contractor will be responsible for documenting TESC site inspections on a weekly basis in areas of active construction and on a monthly basis in areas that have undergone stabilization. Contractor shall keep records of the inspections on site.
  3. During the construction period the Contractor shall, at no additional cost to the Port, upgrade and/or maintain TESC measures as needed, based on Contractor means and methods, work sequencing, and changing site conditions (e.g., changes to impervious surface coverage, proximity of work to storm conveyance systems, storm events, etc.). Contractor shall modify these measures for changing site conditions and update the SWPPP to document all modifications made.
- B. Contractor shall clean all stormwater components affected by construction debris prior to Work completion, per TESC BMPs for catch basin maintenance. The cleaning process shall not flush sediment-laden water into a downstream system.

- C. Contractor shall ensure that water, or a dust palliative and a dispensing subcontractor, if needed, 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 the dispensing subcontractor develops and adheres to the appropriate safety measures, if a dispensing subcontractor is used. Water used for dust suppression shall not be applied at such a rate or in a location that it will generate runoff from the site.
- D. Areas of exposed soils, including embankments, which will not be disturbed for two days during the wet season (October 1 through April 30) or seven days during the dry season (May 1 through September 30), shall immediately be stabilized by the Contractor with an Ecology-approved TESC measure (e.g., 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 and permanent BMPs with minimal disturbance, and shall clean stormwater facilities prior to Work completion.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. This section includes information on warranty, operation and maintenance manuals, and as built documentation.
- B. Prior to requesting final inspection, the Contractor shall assure itself that the project is complete in all aspects.

## **PART 2 - PRODUCTS**

### **2.01 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.
- B. The Contractor shall promptly (within 48-hours) repair or replace all defective or damaged items delivered under the contract. The Contractor will haul away all defective or damaged items prior to Substantial Completion.
- C. In the event of equipment failure, during such time or in such a location that immediate repairs are mandatory, the Contractor shall respond promptly, irrespective of time. If the Contractor is not available, the Port will effect repairs. The Contractor shall then reimburse the Port for parts and labor necessary to correct deficiencies as defined within the warranty clause and time.

## **PART 3 - EXECUTION**

### **3.01 FINAL DOCUMENTS**

- A. Project As-Built Drawings
  - 1. 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.
  - 2. The Project As-Built Drawings will be submitted on paper full-sized (ANSI D) copy.
  - 3. 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
  - 4. Project As-Built Drawings must be complete and accepted by the Engineer before Final Completion is issued.
  - 5. As-Built Drawings shall be in accordance with horizontal and vertical control as shown on the drawings.
- B. Final Survey

1. See Section 01 71 23 Field Engineering for Final Survey requirements. The Final Survey shall be completed and submitted to the Engineer within 30 days of Substantial Completion. Final Survey must be complete and accepted by the Engineer before Final Completion is issued.
- C. The following Certificates shall be submitted by the Contractor prior to Final Completion:
  1. Certificates of Conformance
    - a. Notice of Termination (NOT) Construction Stormwater General Permit: (Confirmation of Termination request acceptance by DOE).

### 3.02 CLEAN-UP

- A. Definition: Except as otherwise specifically provided, "clean" (for the purpose of this Article) shall be interpreted as meaning the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.
- B. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described above.
- C. Timing: Schedule final cleaning as approved by the Engineer to enable the Port to occupy a completely clean project.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. This section includes field engineering and land surveying services by Contractor.

### **1.02 DESCRIPTION OF SERVICES**

- A. Specific services listed in this section are in addition to, and do not supersede, general Execution and Closeout Requirements.
- B. Sole responsibility for establishing all locations, dimensions and levels of items of work.
- C. Sole responsibility for provision of all materials required to establish and maintain benchmarks and control points, including batter boards, grade stakes, structure elevation stakes, and other items.
- D. Keeping a transit, theodolite, or TST (total station theodolite with electronic distance measurement device); leveling instrument; and related implements such as survey rods and other measurement devices, at the project site at all times.
- E. Provision of facilities and assistance necessary for Engineer to check lines and grade points placed by Contractor.
  - 1. Performance of excavation or embankment work until after all cross-sectioning necessary for determining payment quantities for Unit Price work have been completed and accepted by Engineer.
- F. Preparation and maintenance of daily reports of activity on the work. Submission of reports containing key progress indicators and job conditions to Engineer.
  - 1. Major equipment and materials installed as part of the work.
  - 2. Location of areas in which construction was performed.
  - 3. Work performed, including field quality control measures and testing.
  - 4. Weather conditions.
  - 5. Instructions received from Engineer or Port, if any.
- G. Preparation and maintenance of professional-quality, accurate, well organized, legible notes of all measurements and calculations made while surveying and laying out the work.

### **1.03 REFERENCE STANDARDS**

- A. FGDC-STD-007.1 - Geospatial Positioning Accuracy Standards - Part 1: Reporting Methodology; 1998.
- B. FGDC-STD-007.2 - Geospatial Positioning Accuracy Standards - Part 2: Standards for Geodetic Networks; 1998.
- C. FGDC-STD-007.4 - Geospatial Positioning Accuracy Standards - Part 4: Architecture, Engineering, Construction, and Facilities Measurement; 2002.
- D. State Plane Coordinate System for the State in which the Project is located.

## 1.04 QUALITY ASSURANCE

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

### **PART 3 - EXECUTION**

#### 3.01 FIELD ENGINEERING

- A. Maintain field office files, drawings, specifications, and record documents.
- B. Coordinate field engineering services with Contractor's subcontractors, installers, and suppliers as appropriate.
- C. Prepare layout and coordination drawings for construction operations.
- D. Check and coordinate the work for conflicts and interferences, and immediately advise Engineer and Port of all discrepancies of which Contractor is aware.
- E. Cooperate as required with Engineer and Port in observing the work and performing field inspections.
- F. Review and coordinate work on a regular basis with shop drawings and Contractor's other submittals.
- G. Check the location, line and grade of every major element as the work progresses. Notify the Engineer when deviations from required lines or grades exceed allowable tolerances. Include in such notifications a thorough explanation of the problem, and a proposed plan and schedule for remedying the deviation. Do not proceed with remedial work without Port's concurrence of the remediation plan.

#### 3.02 LAND SURVEYING

- A. General: Follow standards for geospatial positioning accuracy.
  - 1. FGDC-STD-007.1as amended by Authority Having Jurisdiction.
  - 2. FGDC-STD-007.2as amended by Authority Having Jurisdiction.
  - 3. FGDC-STD-007.4as amended by Authority Having Jurisdiction.
- B. Coordinate survey data with the State Plane Coordinate System of the State in which the Project is located.
- C. Contractor is responsible for the restoration of all property corners and control monuments damaged or destroyed by construction-related activities. Any disturbed monuments must be replaced at Contractor's expense by a surveyor licensed in the State in which the Project is located, and approved by the Engineer.
  - 1. Temporarily suspend work at such points and for such reasonable times as the Port may require for resetting monuments. The Contractor will not be entitled to any additional compensation or extension of time.

#### 3.03 REPORTS

- A. Submit two copies of Contractor's daily reports at Engineer's field office (or electronically) by 9:00 AM the next working day after the day covered in the associated report. Daily report shall be signed by responsible member of Contractor's staff, such as project manager or superintendent, or foreman designated by Contractor as having authority to sign daily reports.

### 3.04 RECORDS

- A. Maintain at the Site a complete and accurate log of control and survey work as it progresses.
  1. Organize and record survey data in accordance with recognized professional surveying standards, Laws and Regulations, and prevailing standards of practice in the State in which the Project is located. Record Contractor's surveyor's original field notes, computations, and other surveying data in Contractor-furnished hard-bound field books. Contractor is solely responsible for completeness and accuracy of survey work, and completeness and accuracy of survey records, including field books. Survey records,(including field books) may be rejected by Port due to failure to organize and maintain survey records in a manner that allows reasonable and independent verification of calculations, and/or allows identification of elevations, dimensions, and grades of the work.
  2. Illegible notes or data, and erasures on any page of field books, are unacceptable. Do not submit copied notes or data. Corrections by ruling or lining out errors will be unacceptable unless initialed by the surveyor. Violation of these requirements may require re-surveying the data questioned by Engineer.
- B. Submit three copies of final property survey to Port. Include on the survey a certification, signed by the surveyor, that principal metes, bounds, lines, and levels of the Project are accurately positioned as shown on the survey. Include the following information:

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. This section includes information for progress and final cleaning and restoration of damaged work prior to final inspection.

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

## **PART 3 - EXECUTION**

### **3.01 PROGRESS CLEAN-UP**

- A. The Contractor shall clean the project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with all requirements for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials for the type of material to be stored.
  - 4. Coordinate progress cleaning for joint use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free from waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the work.
  - 1. Remove liquid spills promptly.
- D. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- E. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 74 16 Part 3.

### **3.02 FINAL CLEANING**

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Remove tools, construction equipment, machinery, and surplus material from Project site.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

A. This section includes construction waste management requirements.

### **1.02 DESCRIPTION OF WORK**

A. The work includes demolition and removal within the project areas as shown on the drawings. The work also includes waste generated by construction activities, materials, packaging, scraps, and garbage.

### **1.03 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.

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.

N. Olfactory Indications (methods): Of or relating to the sense of smell. Soils contaminated with petroleum and other volatile constituents typically exhibit characteristic odors that can be detected (and sometimes identified) by smell.

- O. PID: Photo Ionization Detector. A field instrument that is used to detect the presence of and give a relative indication of the concentration of vapors emitted from volatile constituents (contamination) in environmental media (soil and water).
- P. Soil (waste) Profile: A characterization of the chemical and physical properties of a waste material including the types of contaminants and their concentrations as measured by approved laboratory analytical methods. A profile is required by the receiving permitted disposal or recycling facility.
- Q. Special Handling: Refers to hauling and disposal of soils that, because they are contaminated, cannot be reused in place as backfill or as general fill at another location. Such soils must be hauled to and managed at a permitted disposal or recycling facility.
- R. Type A Contaminated Soil: Soil that must be removed from the Project site and has been determined by the Engineer to contain petroleum hydrocarbons in concentrations exceeding state or federal cleanup standards or special Port determined criteria. Type A soil requires disposal at an approved facility.
- S. Type B Contaminated Soil: Soil that must be removed from the Project site and has been determined by the Engineer to contain petroleum hydrocarbons or other contaminants in concentrations that will require disposal or recycling at one of the approved facility.
- T. Type C Contaminated Soil: Soil determined by Engineer to contain unknown constituent(s) and requires further testing and classification. Type C soil requires disposal at one of the approved facility.
- U. Type D Material: Material including soil, determined by the Engineer not to require special handling with regard to this Contract. Classification of material as Type D material 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.
- V. Unanticipated Contamination: Contamination 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 contamination.
- W. Visual Indications (methods): A preliminary evaluation of the potential presence of contamination based on visual observation. For example, fuel contaminated soils are frequently discolored or stained relative to non-petroleum impacted native soils or clean fill.

#### 1.04 SUBMITTALS

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

#### 1.05 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 and concrete masonry units
  - 4. Ferrous and non-ferrous metals
  - 5. Field office waste paper, aluminum cans, glass, plastic, and cardboard
- C. Hazardous/Dangerous Wastes, contaminated soils and other hazardous materials such as paints, solvents, adhesives, batteries, and fluorescent light bulbs and ballasts shall be disposed of at applicable permitted facilities.

#### 1.06 WASTE MANAGEMENT PLAN

- A. Submit a Waste Management Plan within 10 days after the notice to proceed and not less than 5 days before any demolition activities 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 Waste Management Coordinator.
  - 2. A list of waste materials, including estimated types and quantities, of the waste that will be generated. Indicate salvaged for resale, salvaged for reuse, recycled, or disposed for each item.
  - 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.
    - e. Method 5 - Contractor or subcontractor hauls waste to an approved disposal facility.
  - 4. Identification of each recycling, disposal, 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.
  - 7. Actions that will be taken to reduce solid waste generation.
- C. Revise and resubmit Waste Management plan as required by the Engineer. Approval of the Contractor's Plan does not relieve the Contractor of responsibility for compliance with all applicable laws and regulations. Distribute copies of the Waste Management Plan to each subcontractor.

## 1.07 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.

## 1.08 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.

## 1.09 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 Procedures.

## PART 2 - PRODUCTS - NOT USED

## PART 3 - EXECUTION

### 3.01 WASTE DISPOSAL

- A. Source-Separated CDL Recycling: Provide individual containers for separate types of CDL waste to be recycled, clearly labeled with a list of acceptable and unacceptable materials.
- B. Co-Mingled CDL Recycling: Provide containers for co-mingled CDL waste to be recycled, clearly labeled with a list of acceptable and unacceptable materials.
- C. Landfill: Provide containers for CDL waste that is to be disposed of in a landfill clearly labeled as such.
- D. Removal of CDL Waste from Project Site: Transport CDL waste off Port's property and provide legal disposal.

**END OF SECTION**

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## **PART 1 - GENERAL**

### **1.01 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

### **1.02 ACTION SUBMITTALS**

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

### **1.03 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.

### **1.04 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected.
- 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, operation and maintenance manuals, 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. Make final changeover of permanent locks and deliver keys to Port
  - 2. Complete startup and testing of systems and equipment
  - 3. Perform preventive maintenance on equipment used prior to Substantial Completion
  - 4. Instruct Port's personnel in operation, adjustment, and maintenance of products, equipment, and systems
  - 5. Advise Port of changeover in heat and other utilities
  - 6. Terminate and remove temporary facilities from Project site
  - 7. Complete final cleaning requirements
- D. Submit a written request for inspection to determine Substantial Completion a minimum of 7 days prior to the 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.

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

- A. Organization of List: 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.

#### 1.06 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, final completion construction photographic documentation, 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 7 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.

C. Execution of all Change Orders.

**1.07 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. Contractor's signed waiver and release of claims on the Engineer provided form;
3. Contractor's submittal of list of all suppliers and subcontractors and the total amounts paid to each on the Engineer provided form; and
4. 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 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 DESCRIPTION OF WORK**

- A. The extent and location of the demolition work is indicated on the Drawings and in the specifications. The work includes, but is not limited to:
  - 1. The requirements for the removal, wholly or in part, and satisfactory disposal of buildings, utility pipelines and structures, miscellaneous site debris, and other obstructions which are designated to be demolished on the Drawings or within these Specifications.
  - 2. Disconnecting, capping or sealing, and abandoning in place site utilities as indicated on the Drawings or within these Specifications.
  - 3. Payment of all costs required for disposal of items at legal disposal sites, including all permit fees and related costs.
  - 4. Backfilling and compaction of holes, voids, trenches or pits that result from such removal or otherwise noted on the plans.
- B. All demolition items not identified for salvage by the Engineer shall become the property of the Contractor. Disposal of all demolition items shall be in accordance with the specifications, local, state and federal requirements.

### **1.02 RELATED SECTIONS**

- A. Section 01 33 00 – Submittal Procedures
- B. Section 01 35 43.12 - Hazardous Materials Handling Procedure
- C. Section 01 74 16 – Soil Characteristics and Waste Management
- D. Section 02 41 16 – Structure Demolition

### **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. 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. 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.
  - 2. Submittal requirements in Section 01 74 19 Construction Waste Management and Disposal may be included as part of DMP plan or submitted separately.

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

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Utility locates shall be performed prior to start of demolition. Coordinate and resolve with the Engineer to turn off or de-energize affected services before starting demolition.

- B. Verify all items for demolition, disposal, and salvage as early as practicable prior to start of the work. Notify the Engineer immediately if observed conditions differ from anticipated conditions.
- C. Pothole investigations:
  - 1. Potholes shall be 12-inch diameter air vacuum excavations.
  - 2. Survey utilities located by potholing and provide survey data to the Engineer within 5 days of completing pothole investigations.

### 3.02 DISPOSAL OF MATERIALS

- A. Disposition of Materials
  - 1. All materials and equipment removed, and not indicated for salvage or reinstallation within the project, 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.
- B. Cleanup:
  - 1. Haul route and paved offsite 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.

### 3.03 MARKING

- A. Each utility that has been cut, capped, or sealed and left in place shall be marked with a permanent aboveground fiberglass utility marker as specified in the Drawings.

**END OF SECTION**

## PART 1 GENERAL

### 1.01 DESCRIPTION OF WORK

- A. The extent and location of the demolition work is indicated on the Drawings and in the specifications. The work includes, but is not limited to:
  - 1. All labor, materials, services, equipment, and tools necessary for the above-grade demolition of all structures and facilities as shown in the Drawings.
  - 2. Protect existing facilities and utilities not scheduled for demolition from damage and/or debris due to demolition or construction activities
  - 3. Demolition shall include the removal and disposition of all demolition debris, debris piles, and all mechanical, electrical, and ancillary equipment not specified elsewhere.
  - 4. Protect surface water from contamination due to demolition or construction activities.
  - 5. Restoration of surfaces and facilities damaged or destroyed during the performance of the work.

### B. RELATED SECTIONS

- 1. Section 02 41 13 "Selective Site Demolition" for site clearing and removal of above- and below-grade site improvements not part of building demolition and disconnecting, capping or sealing, and abandoning in place site utilities.

### 1.02 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site in a lawful manner, unless indicated to be salvaged.

### 1.03 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

### 1.04 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be demolished.
  - 2. Review structural load limitations of existing structures.
  - 3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review and finalize protection requirements.
  - 5. Review procedures for environmental dust control.
  - 6. Review procedures for protection of adjacent buildings.

### 1.05 INFORMATIONAL SUBMITTALS

- A. Schedule of Building Demolition Activities: Indicate the following:
  - 1. Detailed sequence of demolition work, with starting and ending dates for each building.
  - 2. Temporary interruption of utility services.
  - 3. Shutoff and capping or re-routing of utility services.

- B. Predemolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Submit before the Work begins.

#### 1.06 QUALITY ASSURANCE - NOT USED

#### 1.07 FIELD CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - 1. Before building demolition, Owner may remove the following items:
    - a. Loose furniture, fixtures, and equipment.
  - 2. Any such items listed above that remain in the building at the start of demolition shall be removed by the Contractor.
- C. Hazardous Materials: Present in buildings and structures to be demolished. A report on the presence of hazardous materials is attached as Appendix 'A'. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- D. On-site storage or sale of removed items or materials is not permitted.

#### 1.08 COORDINATION

- A. Arrange demolition schedule so as not to interfere with Owner's on-site operations or operations of adjacent occupied buildings or facilities.

### PART 2 PRODUCTS

#### 2.01 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
- D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

### 3.02 PREPARATION - NOT USED

### 3.03 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Utilities to Be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished as indicated on the Drawings per Section 02 41 13. Do not start demolition work until utility disconnecting, rerouting, and sealing have been completed and verified in writing.

### 3.04 PROTECTION

A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.

B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of demolition.

C. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations.

1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
  - a. Provide at least 72 hours notice to occupants of affected buildings if shutdown of service is required during changeover.

D. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.

1. Protect adjacent buildings and facilities from damage due to demolition activities.
2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
5. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.

E. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

### 3.05 DEMOLITION, GENERAL

A. General: Demolish indicated buildings completely. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.

2. Maintain fire watch during and for at least four hours after flame-cutting operations.
3. Maintain adequate ventilation when using cutting torches.
4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

C. Explosives: Use of explosives is not permitted.

### 3.06 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Below-Grade Construction: Floor slabs-on-grade shall remain, except where indicated otherwise on Drawings. Abandon-in-place foundation walls and other below-grade construction, unless indicated otherwise. Cut below-grade construction flush with top of adjacent floor slab.

### 3.07 REPAIRS

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

### 3.08 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
  1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

### 3.09 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

1. Clean roadways of debris caused by debris transport.

**END OF SECTION**

# Appendix A

## Hazardous Building Materials Survey



**Tacoma Abatement Company, LLC - Good Faith Asbestos Survey**  
**5111 S Burlington Way, Tacoma, WA 98409**  
**253-830-5945**



**Prepared For: MCS Family of Companies**  
**Date: September 1st 2021**  
**Property Address: 4012 State Route 509, Tacoma WA, 98421**  
**Building L**  
**Building Type: Commercial**

**AHERA Inspector: Matthew Ware**  
**Accreditation No. BIR-NES-05-14-2021-06**

RE: 5723 Valley Ave E, Fife, WA 98424

Good Faith Survey

Tacoma Abatement Company LLC conducted a hazardous materials survey at 4012 State Route 509, Tacoma WA 98421, to determine the presence of asbestos-containing materials prior to planned demolition. The intent of this investigation is to ensure that the owner is in compliance with applicable regulatory requirements that a "good faith inspection" for ACMs be performed prior to renovation, demolition, and remodel activities.

**Building Description:** This dwelling is a 30ft tall steel framed building . It has sheet metal siding and a metal roof. The interior of the building has drywall in the office areas. It had concrete flooring through most of the building and tile/sheet vinyl flooring in the office areas.

**Survey Process:** On July 28th, 2021 this building was inspected by AHERA Certified Building Inspector Matthew Ware and Brad Blowers, (accreditation No. BI/R-NES-08-12-2020-1) (Expires 8-12-2021). Accessible areas were visited and samples were taken from all accessible areas throughout the structure. Inaccessible spaces are defined as those requiring selective demolition, fall protection or confined space entry protocols to gain access. All samples were assigned a unique identification number and transmitted for analysis to Orion Environmental Services under chain of custody protocols. Asbestos samples were analyzed according to EPA Method 600/R-93/116 using Polarized Light Microscopy (PLM), which has a reliable limit quantification of 1% asbestos by volume.

Suspect materials may exist in inaccessible areas encountered at the residence, such as ceiling or wall cavities, or in interstitial spaces. Tacoma Abatement Company, LLC attempts to determine the presence and estimate the condition of suspect materials in all accessible areas included in the scope of work. There were no prior survey reports available or determined.

**Material Sampling Information:**

Asbestos survey work performed by Tacoma Abatement Company, LLC meets inspection regulatory requirements enforced by federal, state, and local agencies, including Asbestos Hazard Emergency Response Act (AHERA), WAC 296-62-077 (WISHA) and 40 CFR Part 61 (NESHAP) and 29 CFR Part 1926.1101 (OSHA)

### **Definitions:**

Homogenous – Materials with the same appearance, texture, color, and which were applied during the same general construction period. A homogenous material is considered ACM (Asbestos Containing Material) if one or more samples of the material are found to have greater than 1% asbestos. Analysis can result in both positive and negative conclusions in materials containing less than 10% asbestos, or materials that have very fine asbestos fibers, have been hand mixed, or have asbestos fibers tightly bound in the matrix; therefore, EPA recommends a minimum of three samples be analyzed by PLM for these types of materials. All materials that were sampled during the inspection were analyzed under PLM, EPA Method 600/R-93/116.

Surfacing Material – Material that has been sprayed-on, troweled-on or otherwise applied to surfaces, such as acoustical plaster, texture and joint compound, and fireproofing materials on structural members.

Thermal System Insulation – Material applied to pipes, fittings, boilers, breaching, ducts, and other interior structural components to prevent heat loss or gain.

Miscellaneous Material – Building materials such as structural components, structural members or fixtures not included in surfacing and thermal insulation.

### **Survey Methodology:**

Before sampling began, inspectors documented the total surveyed area. A sketch of each space was created, and total square footage was roughly measured. The inspectors then determined the extent of each visible homogenous material throughout the survey area.

Materials were classified as surfacing, thermal insulation, or miscellaneous material, and friability was assessed according to AHERA specifications.

Materials were sampled according to 40 CFR 763.86. Depending on homogeneity, square footage, and material type, the proper number of samples needed to accurately assess the location and extent of asbestos was determined and collected. At the point of collection, samples were placed in an appropriate container and labeled. Location was noted on the building floor plan, and a description of the material was recorded with the label number.

Sampling tools were then wiped clean to prevent contamination between samples. Any suspect debris was sealed. The samples were then counted, and their label numbers were recorded on a chain of custody form. The inspector then signed and released the form to the laboratory with the samples. Samples were analyzed by Orion Environmental Services.

### **Findings:**

#### **Asbestos Containing Materials (ACM)**

After testing all suspect Asbestos Containing Materials (ACM) throughout the dwelling no samples contained asbestos:

### **Recommendations:**

#### **ACMs**

There is a possibility that exists that suspect ACM may be present in inaccessible areas of the residence. Any suspect ACMs that may be encountered should be considered asbestos-containing until properly sampled by an AHERA Certified Building Inspector. Any ACMs that are to be impacted should be removed prior to construction activities or be impacted by properly trained and protected personnel in accordance with all applicable local, state, and federal regulations. A qualified asbestos abatement contractor licensed in the State of Washington should be employed for any removal and proper disposal of ACM in accordance with all applicable local, state, and federal regulations.

No materials sampled were found to contain asbestos.

Further materials may be identified during the demolition process that would warrant testing.

Any identified asbestos containing material must be abated before demolition can continue. A Certified Asbestos Abatement Contractor must carry out abatement.

Different materials require different abatement processes depending on the friability, type of asbestos, and amount of asbestos present. It is important that materials are treated by a Certified Asbestos Abatement Contractor.

\* ND - Denotes Non-Detect of Asbestos Materials

<b>Asbestos Sample Results</b>					
<b>Sample #</b>	<b>Material Description</b>	<b>Location</b>	<b>Friable/Non Friable</b>	<b>%/Asbestos</b>	<b>Type</b>
1a	Texture	Break Room	N/A	ND	Cellulose
1b	Wallboard	Break Room	N/A	ND	Cellulose
2a	Texture	Mens Bathroom	N/A	ND	Cellulose
2b	Wallboard	Mens Bathroom	N/A	ND	Cellulose
3a	Texture	SE Office	N/A	ND	Cellulose
3b	Wallboard	SE Office	N/A	ND	Cellulose
4a	Texture	Upstairs Bathroom	N/A	ND	Cellulose
4b	Wallboard	Upstairs Bathroom	N/A	ND	Cellulose
5a	Texture	Conference Room	N/A	ND	Cellulose
5b	Wallboard	Conference Room	N/A	ND	Cellulose

6a	Texture	Office 2	N/A	ND	Cellulose
6b	Wallboard	Office 2	N/A	ND	Cellulose
7a	Texture	Office 3A	N/A	ND	Cellulose
7b	Wallboard	Office 3A	N/A	ND	Cellulose
8a	Texture	Office 3B	N/A	ND	Cellulose
8b	Wallboard	Office 3B	N/A	ND	Cellulose
9a	Texture	Office 4	N/A	ND	Cellulose
9b	Wallboard	Office 4	N/A	ND	Cellulose
10a	Texture	Office Kara Twiggs	N/A	ND	Cellulose
10b	Wallboard	Office Kara Twiggs	N/A	ND	Cellulose
11a	Texture	Office 6	N/A	ND	Cellulose
11b	Wallboard	Office 6	N/A	ND	Cellulose
12	White Cove Base Mastic	Office 6	N/A	ND	
13	Carpet Mastic	Office 6	N/A	ND	Cellulose
14	White Cove Base Mastic	Breakroom	N/A	ND	Cellulose
15a	Vinyl Tile	Breakroom	N/A	ND	Cellulose
15b	Dark Mastic	Breakroom	N/A	ND	Cellulose
16a	Vinyl Sheeting w/Grey Felt Backing	Mens Bathroom	N/A	ND	Cellulose
16b	Tan Mastic	Mens Bathroom	N/A	ND	Cellulose
17a	Vinyl Tile	Conference Room	N/A	ND	Cellulose
17b	Tan Mastic	Conference Room	N/A	ND	Cellulose
18a	Vinyl Sheeting w/Grey Felt Backing	Upstairs Bathroom	N/A	ND	Cellulose
18b	Tan Mastic	Upstairs Bathroom	N/A	ND	Cellulose
19	Formica Mastic	Mens Bathroom	N/A	ND	Cellulose
20	Formica Mastic	Mens Bathroom	N/A	ND	Cellulose
21	Insulation	Fire Sprinkler Room	N/A	ND	Cellulose
22	Caulking	Roof	N/A	ND	

**ORION Environmental Services**

34004 Ninth Avenue South, Suite A12, Federal Way, WA 98003  
Phone: (253) 952-6717 • Fax: (253) 927-4714  
Email: info@oriones.net • Web: www.oriones.net  
WBE W2F9219763

**Polarized Light Microscopy Test Report**  
**EPA Method 600/R-98/116**

**Client:** Tacoma Abatement Company LLC  
**Address:** 5111 South Burlington Way, Tacoma, WA 98409  
**Attention:** Matt Ware  
**Project Name:** Bldg L  
**Project Number:**

**Rpt. Date:** 8/4/2021  
**Page:** 1 of 3  
**Invoice:** 21167654  
**Date Rcvd:** 7/30/2021

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
JC/Tex Break Room-1-a	20210730-171	Texture		ND		cellulose
JC/Tex Break Room-1-b		Wallboard		ND		cellulose
Tex Men Bath-2-a	20210730-172	Texture		ND		cellulose
Tex Men Bath-2-b		Wallboard		ND		cellulose
Tex SE Office-3-a	20210730-173	Texture		ND		cellulose
Tex Men Bath-3-b		Wallboard		ND		cellulose
Tex Upstairs Bath-4-a	20210730-174	Texture		ND		cellulose
Tex Upstairs Bath-4-b		Wallboard		ND		cellulose
Tex Conference Room-5-a	20210730-175	Texture		ND		cellulose
Tex Conference Room-5-b		Wallboard		ND		cellulose
JC/Tex Office 2-6-a	20210730-176	Texture		ND		cellulose
JC/Tex Office 2-6-b		Joint Compound		ND		cellulose
Tex Office 3A-7-a	20210730-177	Texture		ND		cellulose
Tex Office 3A-7-b		Wallboard		ND		cellulose
Tex Office 3B-8-a	20210730-178	Texture		ND		cellulose
Tex Office 3B-8-b		Wallboard		ND		cellulose
JC/Tex Office 4-9-a	20210730-179	Texture		ND		cellulose
JC/Tex Office 4-9-b		Wallboard		ND		cellulose

## Polarized Light Microscopy Test Report (cont.)

**Client:** Tacoma Abatement Company LLC  
**Address:** 5111 South Burlington Way, Tacoma, WA 98409  
**Attention:** Matt Ware  
**Project Name:** Bldg L  
**Project Number:**

**Rpt. Date:** 8/4/2021  
**Page:** 2 of 3  
**Invoice:** 21167654  
**Date Rcvd:** 7/30/2021

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
Tex Office Kara Twiggs-10-a	20210730-180	Texture		ND		cellulose
Tex Office Kara Twiggs-10-b		Wallboard		ND		cellulose
Tex Office 6-11-a	20210730-181	Texture		ND		cellulose
Tex Office 6-11-b		Wallboard		ND		cellulose
Cove Base, Ma Office 6-12	20210730-182	White Cove Base Mastic		ND		
Carpet Mastic Office 6-13	20210730-183	Carpet Mastic		ND		cellulose
Cove Base, Ma Breakroom-14	20210730-184	White Cove Base Mastic		ND		cellulose
Tile/Ma Breakroom-15-a	20210730-185	Vinyl Tile		ND		cellulose
Tile/Ma Breakroom-15-b		Dark Mastic		ND		cellulose
SV Mens Bath -16-a	20210730-186	Vinyl Sheeting w/ Gray Felt Backing		ND		cellulose
SV Mens Bath -16-b		Tan Mastic		ND		cellulose
Tile/ Ma Conference-17-a	20210730-187	Vinyl Tile		ND		cellulose
Tile/ Ma Conference-17-b		Tan Mastic		ND		cellulose
SV Conference Room-18-a	20210730-188	Vinyl Sheeting w/ Gray Felt Backing		ND		cellulose
SV Conference Room-18-b		Tan Mastic		ND		cellulose
Backsplash/ Ma Mens Bath-19	20210730-189	Formica Mastic		ND		cellulose
Countertop Breakroom-20	20210730-190	Formica Mastic		ND		cellulose
Insulation Fire Sprinkler Rm-21	20210730-191	Insulation		ND		fiberglass
Roof Caulking-22	20210730-192	Caulking		ND		

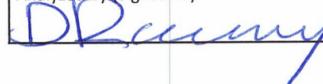
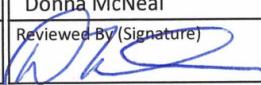
## Polarized Light Microscopy Test Report (cont.)

**Client:** Tacoma Abatement Company LLC  
**Address:** 5111 South Burlington Way, Tacoma, WA 98409  
**Attention:** Matt Ware  
**Project Name:** Bldg L  
**Project Number:**

**Rpt. Date:** 8/4/2021  
**Page:** 3 of 3  
**Invoice:** 21167654  
**Date Rcvd:** 7/30/2021

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers

Dup: Laboratory QA/QC Duplicate; M; Mastic [(a), (b), (c), etc.]: Sample layers numbered from front to back.  
Comments: For layered samples, each component has been analyzed separately. ND means non-detect for asbestos fibers by EPA Method 600/R-98/116. Disclaimers: PLM has been known to miss asbestos in a small percentage of samples that contain asbestos. Thus, these laboratory results represent due diligence, however negative or <1% PLM results can not be guaranteed. Per EPA guidelines samples will be archived for 30 days then will be disposed of. This report may only be reproduced in full with written approval of ORION Environmental Services.

Analyzed By (Print) Dennis Rauschenberg	Date 8/4/2021	Reviewed By (Print) Donna McNeal	Date 8/4/2021
Analyzed By (Signature) 	Time	Reviewed By (Signature) 	Time

211071454

## Bulk Sample Log / Chain of Custody

LAB: ORIONClient Company: Tacoma Abatement Company, LLCClient Address: 5111 S Burlington WayTacoma, WA 98409

Phone #:

(253) 830-5945

Fax #:

(253) 276-0267LAB Job #: 22# of Samples: 22Job Name: BLDG LJob Address: 4012 WA - 509Tacoma, WA 98421

BLDG L

## Type of Analysis (Check One)

## ASBESTOS

 PCM (air)

## LEAD

 Paint PLM (bulk) Soil Dust/Wipe (area?) Air (volume?) TCLP REGULAR RUSH Severe Damage (Spillage)Condition of Package:  Good  Damaged (No Spillage)

810730- 171/192

Lab ID	Sample ID	Type	Location
1	A1	JC / texture	Break Room
2	A2	texture	Mens Bathroom
3	A3	texture	SE Office
4	A4	texture	Upstairs Bathroom
5	A5	texture	Conference Room
6	A6	JC/Texture	Office 2
7	A7	texture	Office 3A
8	A8	texture	Office 3B
9	A9	JC/texture	Office 4
10	A10	texture	Office - Kara Twiggs
11	A11	texture	Office 6
12	A12	Cove Base/Mastic	Office 6
13	A13	Carpet Mastic	Office 6
14	A14	Cove Base/plastic	Break Room

Handled

Signature

Date

Time

Sampled By:	<u>mn</u>	7/28/21	10:30
Delivered By:	<u>mn</u>	7-30-21	
Received By:	<u>mn</u>	7/30/21	9am
Analyzed By:			
Special:	Read Abatement Sample # _____		ONLY If Sample # _____ is Greater Than .01 f/cc

211071054

**Bulk Sample Log / Chain of Custody**

LAB: ORION

Client Company: **Tacoma Abatement Company, LLC**  
 Client Address: 5111 S Burlington Way  
Tacoma, WA 98409  
 Phone #: (253) 830-5945  
 Fax #: (253) 276-0267

LAB Job #: 22

# of Samples: 22

Job Name: BLDG L  
 Job Address: 1012 WA-509  
Tacoma, WA 98421

BLDG L

Report Results To:	<u>Brad Blowers</u>
At Phone #:	<u>(253) 961-0442</u>
Fax Results:	<u>(253) 276-0267</u>
Mail Hard Copy:	<u>5111 S Burlington Way</u> <u>Tacoma, WA 98409</u>
Email Copy To:	<u>bblowers@tacomaabatementcompany.com</u>

**Type of Analysis (Check One)**

<b>ASBESTOS</b>	<b>LEAD</b>
<input type="checkbox"/> PCM (air)	<input type="checkbox"/> Paint
<input checked="" type="checkbox"/> PLM (bulk)	<input type="checkbox"/> Soil
	<input type="checkbox"/> Dust/Wipe (area?)
	<input type="checkbox"/> Air (volume?)
	<input type="checkbox"/> TCLP

REGULAR  RUSH

Condition of Package:  Good  Damaged (No Spillage)  Severe Damage (Spillage)

210730- 171192

Lab ID	Sample ID	Type	Location
1	A15	Tile/Mastic	Breakroom
2	A16	SV	Mens Bathroom
3	A17	Tile/Mastic	Conference Room
4	A18	SV	Upstairs Bathroom
5	A19	Backsplash/Mastic	Mens Bathroom
6	A20	Countertop	Breakroom
7	A21	Insulation	Fire Sprinkler Room
8	A22	Roof Caulking	Roof
9			
10			
11			
12			
13			
14			

Signature	Date	Time
Sampled By:	7/28/21	10:30
Delivered By:	7-30-21	
Received By:	7/30/21	9am
Analyzed By:		
Special:	Read Abatement Sample # _____ ONLY if Sample # _____ is Greater Than .01 f/cc	

# AHERA

## BUILDING INSPECTOR REFRESHER CERTIFICATE

This is to certify that

**Matthew Ware**

has attended and satisfactorily completed all requirements to maintain accreditation as an AHERA Building Inspector Refresher in accordance with the Toxic Substance Control Act Title (Section 206) and 40 CFR 763.



**Accreditation No. BIR-NES-05-14-21-06**  
Course Date: May 15th, 2021  
**Valid through: May 15th, 2022**

\_\_\_\_\_  
Jamie Switras

NOW Environmental Services, Inc.  
34004 – 9<sup>th</sup> Avenue South, Suite # 12  
Federal Way, Washington 98003  
(253) 927-5233



**Tacoma Abatement Company, LLC - Good Faith Asbestos Survey**  
**5111 S Burlington Way, Tacoma, WA 98409**  
**253-830-5945**



Prepared For: MCS Family of Companies

Date: September 1st 2021

Property Address: 4012 State Route 509, Tacoma WA, 98421

Building M

Building Type: Commercial

AHERA Inspector: Matthew Ware

Accreditation No. BIR-NES-05-14-2021-06

RE: 5723 Valley Ave E, Fife, WA 98424

Good Faith Survey

Tacoma Abatement Company LLC conducted a hazardous materials survey at 4012 State Route 509, Tacoma WA 98421, to determine the presence of asbestos-containing materials prior to planned demolition. The intent of this investigation is to ensure that the owner is in compliance with applicable regulatory requirements that a "good faith inspection" for ACMs be performed prior to renovation, demolition, and remodel activities.

**Building Description:** This dwelling is a 30ft tall CMU/wood framed building . It has sheet metal siding and built up roofing. The interior of the building has walls made up of CMU and drywall. It had concrete flooring through most of the building and tile flooring in the office areas. It has a detached garage, which is connected by the same roofline/breezeway.

**Survey Process:** On July 27th, 2021 this building was inspected by AHERA Certified Building Inspector Matthew Ware and Brad Blowers, (accreditation No. BI/R-NES-08-12-2020-1) (Expires 8-12-2021). Accessible areas were visited and samples were taken from all accessible areas throughout the structure. Inaccessible spaces are defined as those requiring selective demolition, fall protection or confined space entry protocols to gain access. All samples were assigned a unique identification number and transmitted for analysis to Orion Environmental Services under chain of custody protocols. Asbestos samples were analyzed according to EPA Method 600/R-93/116 using Polarized Light Microscopy (PLM), which has a reliable limit quantification of 1% asbestos by volume.

Suspect materials may exist in inaccessible areas encountered at the residence, such as ceiling or wall cavities, or in interstitial spaces. Tacoma Abatement Company, LLC attempts to determine the presence and estimate the condition of suspect materials in all accessible areas included in the scope of work. There were no prior survey reports available or determined.

**Material Sampling Information:**

Asbestos survey work performed by Tacoma Abatement Company, LLC meets inspection regulatory requirements enforced by federal, state, and local agencies, including Asbestos Hazard Emergency Response Act (AHERA), WAC 296-62-077 (WISHA) and 40 CFR Part 61 (NESHAP) and 29 CFR Part 1926.1101 (OSHA)

### **Definitions:**

Homogenous – Materials with the same appearance, texture, color, and which were applied during the same general construction period. A homogenous material is considered ACM (Asbestos Containing Material) if one or more samples of the material are found to have greater than 1% asbestos. Analysis can result in both positive and negative conclusions in materials containing less than 10% asbestos, or materials that have very fine asbestos fibers, have been hand mixed, or have asbestos fibers tightly bound in the matrix; therefore, EPA recommends a minimum of three samples be analyzed by PLM for these types of materials. All materials that were sampled during the inspection were analyzed under PLM, EPA Method 600/R-93/116.

Surfacing Material – Material that has been sprayed-on, troweled-on or otherwise applied to surfaces, such as acoustical plaster, texture and joint compound, and fireproofing materials on structural members.

Thermal System Insulation – Material applied to pipes, fittings, boilers, breaching, ducts, and other interior structural components to prevent heat loss or gain.

Miscellaneous Material – Building materials such as structural components, structural members or fixtures not included in surfacing and thermal insulation.

### **Survey Methodology:**

Before sampling began, inspectors documented the total surveyed area. A sketch of each space was created, and total square footage was roughly measured. The inspectors then determined the extent of each visible homogenous material throughout the survey area.

Materials were classified as surfacing, thermal insulation, or miscellaneous material, and friability was assessed according to AHERA specifications.

Materials were sampled according to 40 CFR 763.86. Depending on homogeneity, square footage, and material type, the proper number of samples needed to accurately assess the location and extent of asbestos was determined and collected. At the point of collection, samples were placed in an appropriate container and labeled. Location was noted on the building floor plan, and a description of the material was recorded with the label number.

Sampling tools were then wiped clean to prevent contamination between samples. Any suspect debris was sealed. The samples were then counted, and their label numbers were recorded on a chain of custody form. The inspector then signed and released the form to the laboratory with the samples. Samples were analyzed by Orion Environmental Services.

### **Findings:**

#### **Asbestos Containing Materials (ACM)**

After testing all suspect Asbestos Containing Materials (ACM) throughout the dwelling, two samples contained asbestos and two contained less than 1%:

**Mastic (3% Chrysotile) in the Bathroom.**

**Mastic (3% Chrysotile) in the break Room.**

**Tile (<1% Chrysotile) Bathroom**

**Tile (<1% Chrysotile) Break Room.**

### **Recommendations:**

#### **ACMs**

It is recommended that the ACM in the areas listed above should be abated, and must be abated and properly disposed of before construction activities in those areas or demolition of the dwelling.

There is a possibility that exists that suspect ACM may be present in inaccessible areas of the residence. Any suspect ACMs that may be encountered should be considered asbestos-containing until properly sampled by an AHERA Certified Building Inspector. Any ACMs that are to be impacted should be removed prior to construction activities or be impacted by properly trained and protected personnel in accordance with all applicable local, state, and federal regulations. A qualified asbestos abatement contractor licensed in the State of Washington should be employed for any removal and proper disposal of ACM in accordance with all applicable local, state, and federal regulations.

### **Conclusion:**

**The Mastic found in the bathroom and break room contains asbestos.** This material should be assumed present under all tiles in the bathroom, break room 1 and break room 2 approx 640sf.

**The tile found in the bathroom and break room contains <1% asbestos.** This material should be assumed present on tiles of this style approx 640sf.

No other materials sampled were found to contain asbestos.

Further materials may be identified during the demolition process that would warrant testing.

Any identified asbestos containing material must be abated before demolition can continue. A Certified Asbestos Abatement Contractor must carry out abatement.

Different materials require different abatement processes depending on the friability, type of asbestos, and amount of asbestos present. It is important that materials are treated by a Certified Asbestos Abatement Contractor.

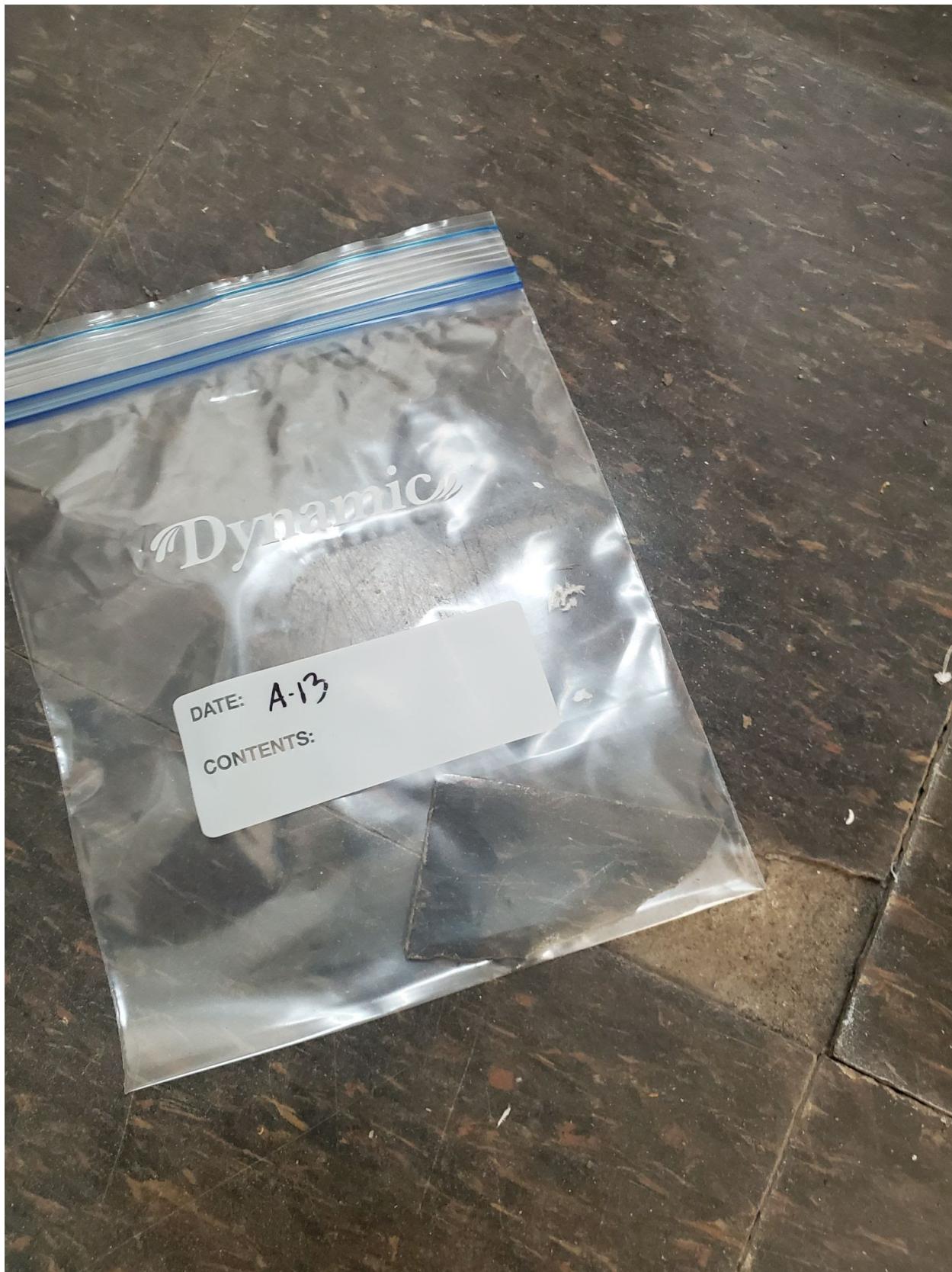
\* ND - Denotes Non-Detect of Asbestos Materials

Asbestos Sample Results					
Sample #	Material Description	Location	Friable/Non Friable	%/Asbestos	Type
1a	Texture	Bathroom	N/A	ND	Cellulose
1b	Joint Compound	Bathroom	N/A	ND	Cellulose
1c	Wallboard	Bathroom	N/A	ND	Cellulose
2a	texture	Break Room 1	N/A	ND	Cellulose
2b	WallBoard	Break Room 1	N/A	ND	Cellulose
3a	Texture	Break Room 2	N/A	ND	Cellulose
3b	Wallboard	Break Room 2	N/A	ND	Cellulose
4a	Texture Paint	Storage 1	N/A	ND	Cellulose
4b	Joint Compound	Storage 1	N/A	ND	Cellulose
5a	Texture	Storage 1	N/A	ND	Cellulose
5b	Wallboard	Storage 1	N/A	ND	Cellulose
6	Wallboard	Storage 1	N/A	ND	Cellulose
7a	Texture	Storage 1	N/A	ND	Cellulose
7b	Joint Compound	Storage 1	N/A	ND	Cellulose
7c	Wallboard	Storage 1	N/A	ND	Cellulose
8a	Texture	Break Room 2	N/A	ND	Cellulose
8b	Glue	Break Room 2	N/A	ND	Cellulose
9	Tan Mastic	Break Room 1	N/A	ND	Cellulose
10a	Texture	Bathroom	N/A	ND	Cellulose
10b	Tan Mastic	Bathroom	N/A	ND	Cellulose
11	Formica	Bathroom	N/A	ND	Cellulose
12	Formica	Break Room 1	N/A	ND	Cellulose
13a	Vinyl Tile	Bathroom	Non-Friable	<1	Chrysolite
13b	Dark Mastic	Bathroom	Non-Friable	3	Chrysolite
14a	Vinyl Tile	Break Room 2	Non-Friable	<1	Chrysolite
14b	Dark Mastic	Break Room2	Non-Friable	3	Chrysolite
14c	Leveling Compound	Break Room 2	N/A	ND	Cellulose
15	Tan/Grey Cove Base Mastic	Break Room 1	N/A	ND	Cellulose

16	Tan Cove Base Mastic	Break Room 2	N/A	ND	Cellulose
17	Texture Paint	Paint Booth	N/A	ND	Cellulose
18	Texture Paint	Paint Booth	N/A	ND	Cellulose
19	Texture Paint	Paint Booth	N/A	ND	Cellulose
20	Texture Paint	Section 1 N. Wall	N/A	ND	Cellulose
21a	Texture Paint	Section 1 N. Wal	N/A	ND	Cellulose
21b	Joint Compound	Section 1 N. Wal	N/A	ND	Cellulose
22	Texture Paint	Section 2 S. Wall	N/A	ND	Cellulose
23a	Texture Paint	Section 2 S. Wall	N/A	ND	Cellulose
23b	Wallboard	Section 2 S. Wall	N/A	ND	Cellulose
24	Textured Paint	Vent System N. Wall	N/A	ND	Cellulose
25a	Flooring	Vent System S. Wall	N/A	ND	Cellulose
25b	Grey Felt	Vent System S. Wall	N/A	ND	Cellulose
25c	Underlayment	Vent system S. Wall	N/A	ND	Cellulose
26a	Flooring	Vent System S. Wall	N/A	ND	Cellulose
26b	Gray Felt	Vent System S. Wall	N/A	ND	Cellulose
27	Membrane	Sand Blast Area N. Wall	N/A	ND	Cellulose
28	Textured Paint	Vent System Side	N/A	ND	Cellulose
29a	Flooring	Vent System Gasket	N/A	ND	Cellulose
29b	Tan Mastic	Vent System Gasket	N/A	ND	Cellulose
30	Wallboard	Maintenance Bay Wall	N/A	ND	Cellulose
31a	Texture	EH. Upper Office	N/A	ND	Cellulose
31b	Joint Compound	EH. Upper Office	N/A	ND	Cellulose
32a	Textured Paint	EH. Upper Office	N/A	ND	Cellulose
32b	Wallboard	EH. Upper Office	N/A	ND	Cellulose
33a	Textured Paint	EH. Upper Office	N/A	ND	Cellulose
33b	Wallboard	EH. Upper Office	N/A	ND	Cellulose
34a	Texture	EH. Lower Office	N/A	ND	Cellulose
34b	Wallboard	EH. Lower Office	N/A	ND	Cellulose
35	Texture Paint	EH. Lower Office	N/A	ND	Cellulose

36	Texture Paint	Machine Shop	N/A	ND	Cellulose
37	Texture Paint	Machine Shop	N/A	ND	Cellulose
38	Texture Paint	Machine Shop	N/A	ND	Cellulose
39a	Vinyl Tile	EH. Upper Office	N/A	ND	Cellulose
39b	Tan Mastic	EH. Upper Office	N/A	ND	Cellulose
40a	Vinyl Tile	EH. Upper Office	N/A	ND	Cellulose
40b	Dark Mastic	EH. Upper Office	N/A	ND	Cellulose
41a	Membrane	Carport	N/A	ND	Cellulose
41b	Felt	Carport	N/A	ND	Cellulose
42a	Built up Roofing	East Roof	N/A	ND	Cellulose
42b	Built up Roofing	East Roof	N/A	ND	Cellulose
42c	Built up Roofing	East Roof	N/A	ND	Cellulose
43a	Skim Coat	West Roof	N/A	ND	Cellulose
43b	Built up Roofing	West Roof	N/A	ND	Cellulose
43c	Built up Roofing	West Roof	N/A	ND	Cellulose
43d	Built up Roofing	West Roof	N/A	ND	Cellulose
43e	Built up Roofing	West Roof	N/A	ND	Cellulose
44a	Built up Roofing	Parapet Roof	N/A	ND	Cellulose
44b	Built up Roofing	Parapet Roof	N/A	ND	Cellulose
44c	Felt	Parapet Roof	N/A	ND	Cellulose
45a	Built up Roofing	Roof Penetrations	N/A	ND	Cellulose
45b	Built up Roofing	Roof Penetrations	N/A	ND	Cellulose
45c	Built up Roofing	Roof Penetrations	N/A	ND	Cellulose
45d	Felt	Roof Penetrations	N/A	ND	Cellulose

## **Photos of Asbestos Containing Materials:**





## **Laboratory Results:**



**ORION Environmental Services**  
34004 Ninth Avenue South, Suite A12, Federal Way, WA 98003  
Phone: (253) 952-6717 • Fax: (253) 927-4714  
Email: info@oriones.net • Web: www.oriones.net  
WBE W2F9219763

**Polarized Light Microscopy Test Report**  
EPA Method 600/R-98/116

**Client:** Tacoma Abatement Company LLC  
**Address:** 5111 South Burlington Way, Tacoma, WA 98409  
**Attention:** Matt Ware  
**Project Name:** Progress Rail - 4012 SR 509 South Tacoma, WA  
**Project Number:**

**Rpt. Date:** 8/4/2021  
**Page:** 1 of 3  
**Invoice:** 21167639  
**Date Rcvd:** 7/30/2021

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
A-1 Txt, JC Mens Bath-1-a	20210730-90	Texture		ND		cellulose
A-1 Txt, JC Mens Bath-1-b		Joint Compound		ND		cellulose
A-1 Txt, JC Mens Bath-1-c		Wallboard		ND		cellulose
A-2 Txt Break Room-2-a	20210730-91	Texture		ND		cellulose
A-2 Txt Break Room-2-b		Wallboard		ND		cellulose
A-3 Txt Break Room #2-3-a	20210730-92	Texture		ND		cellulose
A-3 Txt Break Room #2-3-b		Joint Compound		ND		cellulose
A-3 Txt Break Room #2-3-b		Wallboard		ND		cellulose
A-4 Txt, JC Storage 1-4-a	20210730-93	Textured Paint		ND		cellulose
A-4 Txt, JC Storage 1-4-b		Joint Compound		ND		cellulose
A-4 Txt, JC Storage 1-4-c		Wallboard		ND		cellulose
A-5 Txt Storage 1-5-a	20210730-94	Texture		ND		cellulose
A-5 Txt Storage 1-5-b		Wallboard		ND		cellulose
A-6 Txt Storage 1-6	20210730-95	Wallboard		ND		cellulose
A-7 JC Storage 1-7-a	20210730-96	Texture		ND		cellulose
A-7 JC Storage 1-7-b		Joint Compound		ND		cellulose
A-7 JC Storage 1-7-c		Wallboard		ND		cellulose
A-8 Glue Wall/Break 2-8-a	20210730-97	Texture		ND		cellulose

### Polarized Light Microscopy Test Report (cont.)

**Client:** Tacoma Abatement Company LLC  
**Address:** 5111 South Burlington Way, Tacoma, WA 98409  
**Attention:** Matt Ware  
**Project Name:** Progress Rail - 4012 SR 509 South Tacoma, WA  
**Project Number:**

**Rpt. Date:** 8/4/2021  
**Page:** 2 of 3  
**Invoice:** 21167639  
**Date Rcvd:** 7/30/2021

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
A-8 Glue Wall/Break 2-8-b		Glue		ND		cellulose
A-9 Glue Wall Panel Break-9	20210730-98	Tan Mastic		ND		cellulose
A-10 Glue Wall Panel Bath-10-a	20210730-99	Texture		ND		cellulose
A-10 Glue Wall Panel Bath-10-b		Tan Mastic		ND		cellulose
A-11 Glue Counter Bath-11	20210730-100	Formica		ND		
A-12 Counter/Break	20210730-101	Formica		ND		
A-13 Tile, Ma Bath-13-a	20210730-102	Vinyl Tile	crush	<1	Chrysotile	
A-13 Tile, Ma Bath-13-b		Dark Mastic		3	Chrysotile	cellulose
A-14 Tile, Ma Break #2-14-a	20210730-103	Vinyl Tile	crush	<1	Chrysotile	
A-14 Tile, Ma Break #2-14-b		Dark Mastic		3	Chrysotile	cellulose
A-14 Tile, Ma Break #2-14-c		Leveling Compound		ND		cellulose
A-15 Cove Base Ma Break Rm-15	20210730-104	Tan/Gray Cove Base Mastic		ND		cellulose
A-16 Cove Base Ma Break #2-16	20210730-105	Tan Cove Base Mastic		ND		cellulose

64/-



**ORION Environmental Services**  
34004 Ninth Avenue South, Suite A12, Federal Way, WA 98003  
Phone: (253) 952-6717 • Fax: (253) 927-4714  
Email: info@oriones.net • Web: www.oriones.net  
WBE W2F9219763

**Polarized Light Microscopy Test Report**  
EPA Method 600/R-98/116

**Client:** Tacoma Abatement Company LLC  
**Address:** 5111 South Burlington Way, Tacoma, WA 98409  
**Attention:** Matt Ware  
**Project Name:** 4012 WA-509 Bldg M  
**Project Number:**

**Rpt. Date:** 8/5/2021  
**Page:** 1 of 4  
**Invoice:** 21167658  
**Date Rcvd:** 7/30/2021

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
A17-1	20210730-200	Textured Paint		ND		cellulose
A18-2	20210730-201	Textured Paint		ND		cellulose
A19-3	20210730-202	Textured Paint		ND		cellulose
A20-4	20210730-203	Textured Paint		ND		cellulose
A21-5-a	20210730-204	Textured Paint		ND		cellulose
A21-5-b		Joint Compound		ND		cellulose
A22-6	20210730-205	Textured Paint		ND		cellulose
A23-7-a	20210730-206	Textured Paint		ND		
A23-7-b		Wallboard		ND		cellulose
A24-8	20210730-207	Textured Paint		ND		cellulose
A25-9-a	20210730-208	Flooring		ND		
A25-9-b		Gray Felt		ND		cellulose
A25-9-c		Underlayment		ND		
A26-10-a	20210730-209	Flooring		ND		
A26-10-b		Gray Felt		ND		cellulose
A27-11	20210730-210	Membrane		ND		
A28-12	20210730-211	Textured Paint		ND		cellulose
A29-13-a	20210730-212	Flooring		ND		

## Polarized Light Microscopy Test Report (cont.)

**Client:** Tacoma Abatement Company LLC  
**Address:** 5111 South Burlington Way, Tacoma, WA 98409  
**Attention:** Matt Ware  
**Project Name:** 4012 WA-509 Bldg M  
**Project Number:**

**Rpt. Date:** 8/5/2021  
**Page:** 2 of 4  
**Invoice:** 21167658  
**Date Rcvd:** 7/30/2021

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
A29-13-b		Tan Mastic		ND		cellulose
A30-14	20210730-213	Wallboard		ND		cellulose
A31-15-a	20210730-214	Texture		ND		cellulose
A31-15-b		Joint Compound		ND		cellulose
A32-16-a	20210730-215	Textured Paint		ND		
A32-16-b		Wallboard		ND		cellulose
A33-17-a	20210730-216	Textured Paint		ND		
A33-17-b		Wallboard		ND		cellulose
A34-18-a	20210730-217	Texture		ND		
A34-18-b		Wallboard		ND		cellulose
A35-19	20210730-218	Textured Paint		ND		cellulose
A36-20	20210730-219	Textured Paint		ND		cellulose
A37-21	20210730-220	Textured Paint		ND		cellulose
A38-22	20210730-221	Textured Paint		ND		cellulose
A39-23-a	20210730-222	Vinyl Tile		ND		cellulose
A39-23-b		Tan Mastic		ND		cellulose
A40-24-a	20210730-223	Vinyl Tile		ND		
A40-24-b		Dark Mastic		ND		cellulose
A41-25-a	20210730-224	Membrane		ND		
A41-25-b		Felt		ND		cellulose

## Polarized Light Microscopy Test Report (cont.)

**Client:** Tacoma Abatement Company LLC  
**Address:** 5111 South Burlington Way, Tacoma, WA 98409  
**Attention:** Matt Ware  
**Project Name:** 4012 WA-509 Bldg M  
**Project Number:**

**Rpt. Date:** 8/5/2021  
**Page:** 3 of 4  
**Invoice:** 21167658  
**Date Rcvd:** 7/30/2021

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
A42-26-a	20210730-225	Built Up Roofing		ND		cellulose/ fiberglass
A42-26-b		Built Up Roofing		ND		cellulose/ fiberglass
A42-26-c		Built Up Roofing		ND		cellulose/ fiberglass
A43-27-a	20210730-226	Skim Coat		ND		cellulose/ fiberglass
A43-27-b		Built Up Roofing		ND		cellulose/ fiberglass
A43-27-c		Built Up Roofing		ND		cellulose/ fiberglass
A43-27-d		Built Up Roofing		ND		cellulose/ fiberglass
A43-27-e		Built Up Roofing		ND		cellulose/ fiberglass
A44-28-a	20210730-227	Built Up Roofing		ND		cellulose/ fiberglass
A44-28-b		Built Up Roofing		ND		cellulose/ fiberglass
A44-28-c		Felt		ND		cellulose
A45-29-a	20210730-228	Built Up Roofing		ND		cellulose/ fiberglass
A45-29-b		Built Up Roofing		ND		cellulose/ fiberglass
A45-29-c		Built Up Roofing		ND		cellulose/ cellulose
A45-29-d		Felt		ND		cellulose

21107039

## Bulk Sample Log / Chain of Custody

LAB: Orion (12)Client Company: Tacoma Abatement Company, LLCClient Address: 5111 S Burlington WayTacoma, WA 98409Phone #: (253) 830-5945Fax #: (253) 276-0267

LAB Job #: \_\_\_\_\_

# of Samples: 16Job Name: Progress Rail Bldg MJob Address: 4012 State Route 509Tacoma, WA 98421

Report Results To: Matt@tacomaabatementcompany.com  
 At Phone #: 253-985-0165  
 Fax Results: (253) 276-0267  
 Mail Hard Copy: 5111 S Burlington Way  
Tacoma, WA 98409  
 Email Copy To: matt@tacomaabatementcompany.com

## Type of Analysis (Check One)

ASBESTOS	LEAD
<input type="checkbox"/> PCM (air)	<input type="checkbox"/> Paint
<input type="checkbox"/> RLM (bulk)	<input type="checkbox"/> Soil
	<input type="checkbox"/> Dust/Wipe (area?)
	<input type="checkbox"/> Air (volume?)
	<input type="checkbox"/> TCLP

 REGULAR  RUSH
  Damaged (No Spillage) Severe Damage (Spillage)Condition of Package:  Good

210730-901105

Lab ID	Sample ID	Type	Location
1	A-1	Texture / J.C.	Mens Bathroom
2	A-2	Texture	Break Room
3	A-3	Texture	Break Room #2
4	A-4	Texture / J.C.	Storage 1
5	A-5	Texture	Storage 1
6	A-6	Texture	Storage 1
7	A-7	Joint compound	Storage 1
8	A-8	Glue	Wall Panel - Break Room #2
9	A-9	Glue	Wall Panel - Break Room
10	A-10	Glue	Wall Panel - Bathroom
11	A-11	Glue	Counter Top - Bathroom
12	A-12	Glue	Counter Top - Break Room
13	A-13	Tile & Mastic	Bathroom
14	A-14	Tile & Mastic	Break Room #2

Signature

Date

Time

Sampled By:	7-27-14	
Delivered By:	7-30-21	
Received By: <u>M. Nocis</u>	7/30/21	9AM
Analyzed By:		
Special:	Read Abatement Sample # _____ ONLY if Sample # _____ is Greater Than .01 f/cc.	

21107039

## Bulk Sample Log / Chain of Custody

LAB: Orion (2,2)Client Company: Tacoma Abatement Company, LLC

LAB Job #: \_\_\_\_\_

Client Address: 5111 S Burlington Way# of Samples: 16Tacoma, WA 98409Phone #: (253) 830-5945Job Name: Progress Rail Bldg MFax #: (253) 276-0267Job Address: 4012, State Route 509Tacoma, wa 98421

Report Results To: Matt@tacomaabatementcompany.com  
 At Phone #: 253-985-0165  
 Fax Results: (253) 276-0267  
 Mail Hard Copy: 5111 S Burlington Way  
Tacoma, WA 98409  
 Email Copy To: matt@tacomaabatementcompany.com

## Type of Analysis (Check One)

ASBESTOS	LEAD
<input type="checkbox"/> PCM (air)	<input type="checkbox"/> Paint
<input checked="" type="checkbox"/> PLM (bulk)	<input type="checkbox"/> Soil
	<input type="checkbox"/> Dust/Wipe (area?)
	<input type="checkbox"/> Air (volume?)
	<input type="checkbox"/> TCLP

 REGULAR  RUSH Severe Damage (Spillage)Condition of Package:  Good Damaged (No Spillage)

21070-90105

Lab ID	Sample ID	Type	Location
15	A-15	Mastic	Cove Base - Break Room
16	A-16	Mastic	Cove Base - Break Room #2
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21167458  
1.3

**Bulk Sample Log / Chain of Custody**

Client Company: Tacoma Abatement Company, LLC  
 Client Address: 5111 S Burlington Way  
Tacoma, WA 98409  
 Phone #: (253) 830-5945  
 Fax #: (253) 276-0267

LAB: Orion

LAB Job #: \_\_\_\_\_

# of Samples: \_\_\_\_\_

Job Name: 4012 Wa-509 Bldry M

Job Address: 4012 Wa-509

Tacoma, wa

Report Results To: Mattress Ware  
 At Phone #: 253-985-0145  
 Fax Results: (253) 276-0267  
 Mail Hard Copy: 5111 S Burlington Way  
Tacoma, WA 98409  
 Email Copy To: matt@tacomaabatementcompany.com

Type of Analysis (Check One)

ASBESTOS	LEAD
<input type="checkbox"/> PCM (air)	<input type="checkbox"/> Paint
<input type="checkbox"/> PLM (bulk)	<input type="checkbox"/> Soil
	<input type="checkbox"/> Dust/Wipe (area?)
	<input type="checkbox"/> Air (volume?)
	<input type="checkbox"/> TCLP

REGULAR  RUSH

Condition of Package:  Good  Damaged (No Spillage)  Severe Damage (Spillage)

210730-2001228

Lab ID	Sample ID	Type	Location
1	A-17	Texture	Paint Booth exterior wall
2	A-18	Texture	"
3	A-19	Texture	Paint "
4	A-20	Texture / T.C.	Section 1 North wall
5	A-21	Texture	"
6	A-22	Texture	Paint "
7	A-23	Texture	Section 2 South wall
8	A-24	Texture	Vent system north wall
9	A-25	Texture	Vent system South wall
10	A-26	Textures	" "
11	A-27	Wall cover	Sand Blast area north wall
12	A-28	Paper	Vent System side
13	A-29	Rubber	Vent System Gasket
14	A-30	Texture / T.C.	Maintenance Bay

Signature

Date

Time

Sampled By:	2	7-27-21	
Delivered By:	M	7-30-21	
Received By:	MH	7/30/21	9am
Analyzed By:			
Special:	Read Abatement Sample #	ONLY If Sample #	Is Greater Than .01 f/cc.

21107058  
(2,3)

**Bulk Sample Log / Chain of Custody**

Client Company: Tacoma Abatement Company, LLC  
 Client Address: 5111 S Burlington Way  
 Tacoma, WA 98409  
 Phone #: (253) 830-5945  
 Fax #: (253) 276-0267

LAB: Orion

LAB Job #: \_\_\_\_\_

# of Samples: \_\_\_\_\_

Job Name: Bldg M  
 Job Address: 4012 Wa 509  
Tacoma, Wa

Report Results To: Matt@tacomaabatementcompany.com  
 At Phone #: 253-985-0165  
 Fax Results: (253) 276-0267  
 Mail Hard Copy: 5111 S Burlington Way  
Tacoma, WA 98409  
 Email Copy To: matt@tacomaabatementcompany.com

Type of Analysis (Check One)

ASBESTOS	LEAD
<input type="checkbox"/> PCM (air)	<input type="checkbox"/> Paint
<input type="checkbox"/> PLM (bulk)	<input type="checkbox"/> Soil
	<input type="checkbox"/> Dust/Wipe (area?)
	<input type="checkbox"/> Air (volume?)
	<input type="checkbox"/> TCLP

REGULAR  RUSH

Condition of Package:  Good  Damaged (No Spillage)  Severe Damage (Spillage)

210730-2001228

Lab ID	Sample ID	Type	Location
1	A-31	Texture / J.C	E.H. OFFICE UPPER
2	A-32	Texture	11
3	A-33	Texture	11
4	A-34	Texture / J.C	E.H OFFICE LOWER
5	A-35	Texture	11
6	A-36	Texture / PL	Machina Shop
7	A-37	Texture	11
8	A-38	Texture	11
9	A-39	Tile/Mastic	E.H office upper
10	A-40	Tile/Mastic	11
11	A-41	Roofing	Burntup Carport
12	A-42	Roofing	East Main Building
13	A-43	Roofing	West Main Building
14	A-44	Parapet Roof	Whole Building

Signature	Date	Time
Sampled By:	7-27-21	
Delivered By:	7-30-21	
Received By:	7/30/21	9am
Analyzed By:		
Special:	Read Abatement Sample # _____ ONLY If Sample # _____ is Greater Than .01 f/cc.	

**Bulk Sample Log / Chain of Custody**

21107458  
(3:3)

LAB: Orion

LAB Job #: \_\_\_\_\_

# of Samples: \_\_\_\_\_

Job Name: Bldg M

Job Address: 4012 Wa - 509

Tacoma, wa

Client Company: Tacoma Abatement Company, LLC

Client Address: 5111 S Burlington Way

Tacoma, WA 98409

Phone #: (253) 830-5945

Fax #: (253) 276-0267

Report Results To: Matt@Wave  
At Phone #: 253-985-0165  
Fax Results: (253) 276-0267  
Mail Hard Copy: 5111 S Burlington Way  
Tacoma, WA 98409  
Email Copy To: matt@tacomaabatementcompany.com

Type of Analysis (Check One)

ASBESTOS	LEAD
<input type="checkbox"/> PCM (air)	<input type="checkbox"/> Paint
<input checked="" type="checkbox"/> PLM (bulk)	<input type="checkbox"/> Soil
	<input type="checkbox"/> Dust/Wipe (area?)
	<input type="checkbox"/> Air (volume?)
	<input type="checkbox"/> TCLP

REGULAR  RUSH

Condition of Package:  Good  Damaged (No Spillage)  Severe Damage (Spillage)

210730-288

Lab ID	Sample ID	Type	Location
1	A-45	Roof/Mastic	Roof Penetrations
2	<del>A-46</del>		
3	<del>A-47</del>		
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

Signature

Date

Time

Sampled By:	<u>M</u>	7-27-21	
Delivered By:	<u>M</u>	7-30-21	
Received By:	<u>Melissa Nocs</u>	7/30/21	9am
Analyzed By:			
Special:	Read Abatement Sample #	ONLY If Sample #	is Greater Than .01 f/cc

## **TAC Building Inspector Certification:**

# AHERA

## BUILDING INSPECTOR REFRESHER CERTIFICATE

This is to certify that

**Matthew Ware**

has attended and satisfactorily completed all requirements to  
maintain accreditation as an AHERA Building Inspector Refresher in  
accordance with the Toxic Substance Control  
Act Title (Section 206) and 40 CFR 763.



Accreditation No. BIR-NES-05-14-21-06  
Course Date: May 15th, 2021  
Valid through: May 15th, 2022

\_\_\_\_\_  
Jamie Switras

NOW Environmental Services, Inc.  
34004 – 9<sup>th</sup> Avenue South, Suite # 12  
Federal Way, Washington 98003  
(253) 927-5233



**Tacoma Abatement Company, LLC - Good Faith Asbestos Survey**  
**5111 S Burlington Way, Tacoma, WA 98409**  
**253-830-5945**



**Prepared For: MCS Family of Companies**  
**Date: September 1st 2021**  
**Property Address: 4012 State Route 509, Tacoma WA, 98421**  
**Maintenance Building**  
**Building Type: Commercial**

**AHERA Inspector: Matthew Ware**  
**Accreditation No. BIR-NES-05-14-2021-06**

RE: 5723 Valley Ave E, Fife, WA 98424

Good Faith Survey

Tacoma Abatement Company LLC conducted a hazardous materials survey at 4012 State Route 509, Tacoma WA 98421, to determine the presence of asbestos-containing materials prior to planned demolition. The intent of this investigation is to ensure that the owner is in compliance with applicable regulatory requirements that a "good faith inspection" for ACMs be performed prior to renovation, demolition, and remodel activities.

**Building Description:** This dwelling is a 30ft tall metal framed building . It has sheet metal siding and metal roofing. It had concrete flooring throughout the building.

**Survey Process:** On July 28th, 2021 this building was inspected by AHERA Certified Building Inspector Matthew Ware and Brad Blowers, (accreditation No. BI/R-NES-08-12-2020-1) (Expires 8-12-2021). Accessible areas were visited and samples were taken from all accessible areas throughout the structure. Inaccessible spaces are defined as those requiring selective demolition, fall protection or confined space entry protocols to gain access. All samples were assigned a unique identification number and transmitted for analysis to Orion Environmental Services under chain of custody protocols. Asbestos samples were analyzed according to EPA Method 600/R-93/116 using Polarized Light Microscopy (PLM), which has a reliable limit quantification of 1% asbestos by volume.

Suspect materials may exist in inaccessible areas encountered at the residence, such as ceiling or wall cavities, or in interstitial spaces. Tacoma Abatement Company, LLC attempts to determine the presence and estimate the condition of suspect materials in all accessible areas included in the scope of work. There were no prior survey reports available or determined.

**Material Sampling Information:**

Asbestos survey work performed by Tacoma Abatement Company, LLC meets inspection regulatory requirements enforced by federal, state, and local agencies, including Asbestos Hazard Emergency Response Act (AHERA), WAC 296-62-077 (WISHA) and 40 CFR Part 61 (NESHAP) and 29 CFR Part 1926.1101 (OSHA)

**Definitions:**

**Homogenous** – Materials with the same appearance, texture, color, and which were applied during the same general construction period. A homogenous material is considered ACM (Asbestos Containing Material) if one or more samples of the material are found to have greater than 1% asbestos. Analysis can result in both positive and negative conclusions in materials containing less than 10% asbestos, or materials that have very fine asbestos fibers, have been hand mixed, or have asbestos fibers tightly bound in the matrix; therefore, EPA recommends a minimum of three samples be analyzed by PLM for these types of materials. All materials that were sampled during the inspection were analyzed under PLM, EPA Method 600/R-93/116.

**Surfacing Material** – Material that has been sprayed-on, troweled-on or otherwise applied to surfaces, such as acoustical plaster, texture and joint compound, and fireproofing materials on structural members.

**Thermal System Insulation** – Material applied to pipes, fittings, boilers, breaching, ducts, and other interior structural components to prevent heat loss or gain.

**Miscellaneous Material** – Building materials such as structural components, structural members or fixtures not included in surfacing and thermal insulation.

### **Survey Methodology:**

Before sampling began, inspectors documented the total surveyed area. A sketch of each space was created, and total square footage was roughly measured. The inspectors then determined the extent of each visible homogenous material throughout the survey area.

Materials were classified as surfacing, thermal insulation, or miscellaneous material, and friability was assessed according to AHERA specifications.

Materials were sampled according to 40 CFR 763.86. Depending on homogeneity, square footage, and material type, the proper number of samples needed to accurately assess the location and extent of asbestos was determined and collected. At the point of collection, samples were placed in an appropriate container and labeled. Location was noted on the building floor plan, and a description of the material was recorded with the label number.

Sampling tools were then wiped clean to prevent contamination between samples. Any suspect debris was sealed. The samples were then counted, and their label numbers were recorded on a chain of custody form. The inspector then signed and released the form to the laboratory with the samples. Samples were analyzed by Orion Environmental Services.

### **Findings:**

#### **Asbestos Containing Materials (ACM)**

After testing all suspect Asbestos Containing Materials (ACM) throughout the dwelling no samples contained asbestos:

## **Recommendations:**

### **ACMs**

There is a possibility that it exists that suspect ACM may be present in inaccessible areas of the residence. Any suspect ACMs that may be encountered should be considered asbestos-containing until properly sampled by an AHERA Certified Building Inspector. Any ACMs that are to be impacted should be removed prior to construction activities or be impacted by properly trained and protected personnel in accordance with all applicable local, state, and federal regulations. A qualified asbestos abatement contractor licensed in the State of Washington should be employed for any removal and proper disposal of ACM in accordance with all applicable local, state, and federal regulations.

## **Conclusion:**

No materials sampled were found to contain asbestos.

Further materials may be identified during the demolition process that would warrant testing.

Any identified asbestos-containing material must be abated before demolition can continue. A Certified Asbestos Abatement Contractor must carry out abatement.

Different materials require different abatement processes depending on the friability, type of asbestos, and amount of asbestos present. It is important that materials are treated by a Certified Asbestos Abatement Contractor.

\* ND - Denotes Non-Detect of Asbestos Materials

<b>Asbestos Sample Results</b>					
<b>Sample #</b>	<b>Material Description</b>	<b>Location</b>	<b>Friable/Non Friable</b>	<b>%/Asbestos</b>	<b>Type</b>
1a	Texture	Office 1	N/A	ND	Cellulose
1b	Wallboard	Office 1	N/A	ND	Cellulose
2	Texture	Office 1	N/A	ND	Cellulose
3a	Texture	Office 2	N/A	ND	Cellulose
3b	Wallboard	Office 2	N/A	ND	Cellulose
4a	Built Up Roofing	Roof	N/A	ND	Cellulose
4b	Felt	Roof	N/A	ND	Cellulose
5	Composite Roofing	Roof	N/A	ND	Cellulose

**ORION Environmental Services**

34004 Ninth Avenue South, Suite A12, Federal Way, WA 98003  
Phone: (253) 952-6717 • Fax: (253) 927-4714  
Email: info@oriones.net • Web: www.oriones.net  
WBE W2F9219763

**Polarized Light Microscopy Test Report**  
**EPA Method 600/R-98/116**

**Client:** Tacoma Abatement Company LLC  
**Address:** 5111 South Burlington Way, Tacoma, WA 98409  
**Attention:** Matt Ware  
**Project Name:** Paint Shop Office  
**Project Number:**

**Rpt. Date:** 8/4/2021  
**Page:** 1 of 1  
**Invoice:** 21167655  
**Date Rcvd:** 7/30/2021

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
Roofing Paint Shop-1-a	20210730-193	Composite Roofing		ND		cellulose
Roofing Paint Shop-1-b		Felt		ND		cellulose

Dup: Laboratory QA/QC Duplicate; M; Mastic [(a), (b), (c), etc.]: Sample layers numbered from front to back.  
Comments: For layered samples, each component has been analyzed separately. ND means non-detect for asbestos fibers by EPA Method 600/R-98/116. Disclaimers: PLM has been known to miss asbestos in a small percentage of samples that contain asbestos. Thus, these laboratory results represent due diligence, however negative or <1 % PLM results can not be guaranteed. Per EPA guidelines samples will be archived for 30 days then will be disposed of. This report may only be reproduced in full with written approval of ORION Environmental Services.

Analyzed By (Print) Dennis Rauschenberg	Date 8/4/2021	Reviewed By (Print) Donna McNeal	Date 8/4/2021
Analyzed By (Signature) 	Time	Reviewed By (Signature) 	Time



# AHERA

## BUILDING INSPECTOR REFRESHER CERTIFICATE

This is to certify that

**Matthew Ware**

has attended and satisfactorily completed all requirements to maintain accreditation as an AHERA Building Inspector Refresher in accordance with the Toxic Substance Control Act Title (Section 206) and 40 CFR 763.



**Accreditation No. BIR-NES-05-14-21-06**  
Course Date: May 15th, 2021  
**Valid through: May 15th, 2022**

\_\_\_\_\_  
Jamie Switras

NOW Environmental Services, Inc.  
34004 – 9<sup>th</sup> Avenue South, Suite # 12  
Federal Way, Washington 98003  
(253) 927-5233

**Tacoma Abatement Company, LLC - Good Faith Asbestos Survey  
5111 S Burlington Way, Tacoma, WA 98409  
253-830-5945**

**Prepared For: MCS Family of Companies**

**Date: September 1st 2021**

**Property Address: 4012 State Route 509, Tacoma WA, 98421**

**Oven Tunnel**

**Building Type: Commercial**

**AHERA Inspector: Matthew Ware**

**Accreditation No. BIR-NES-05-14-2021-06**

**RE: 5723 Valley Ave E, Fife, WA 98424**

**Good Faith Survey**

Tacoma Abatement Company LLC conducted a hazardous materials survey at 4012 State Route 509, Tacoma WA 98421, to determine the presence of asbestos-containing materials prior to planned demolition. The intent of this investigation is to ensure that the owner is in compliance with applicable regulatory requirements that a “good faith inspection” for ACMs be performed prior to renovation, demolition, and remodel activities.

**Building Description: This dwelling is a 25ft tall metal structure. The interior of the structure has insulation.**

**Survey Process: On July 28th, 2021 this building was inspected by AHERA Certified Building Inspector Matthew Ware and Brad Blowers, (accreditation No.**

BI/R-NES-08-12-2020-1) (Expires 8-12-2021). Accessible areas were visited and samples were taken from all accessible areas throughout the structure. Inaccessible spaces are defined as those requiring selective demolition, fall protection or confined space entry protocols to gain access. All samples were assigned a unique identification number and transmitted for analysis to Orion Environmental Services under chain of custody protocols. Asbestos samples were analyzed according to EPA Method 600/R-93/116 using Polarized Light Microscopy (PLM), which has a reliable limit quantification of 1% asbestos by volume.

Suspect materials may exist in inaccessible areas encountered at the residence, such as ceiling or wall cavities, or in interstitial spaces. Tacoma Abatement Company, LLC attempts to determine the presence and estimate the condition of suspect materials in all accessible areas included in the scope of work. There were no prior survey reports available or determined.

#### **Material Sampling Information:**

Asbestos survey work performed by Tacoma Abatement Company, LLC meets inspection regulatory requirements enforced by federal, state, and local agencies, including Asbestos Hazard Emergency Response Act (AHERA), WAC 296-62-077 (WISHA) and 40 CFR Part 61 (NESHAP) and 29 CFR Part 1926.1101 (OSHA)

#### **Definitions:**

**Homogenous** – Materials with the same appearance, texture, color, and which were applied during the same general construction period. A homogenous material is considered ACM (Asbestos Containing Material) if one or more samples of the material are found to have greater than 1% asbestos. Analysis can result in both positive and negative conclusions in materials containing less than 10% asbestos, or materials that have very fine asbestos fibers, have been hand mixed, or have asbestos fibers tightly bound in the matrix; therefore, EPA recommends a minimum of three samples be analyzed by PLM for these types of materials. All materials that were sampled during the inspection were analyzed under PLM, EPA Method 600/R-93/116.

**Surfacing Material** – Material that has been sprayed-on, troweled-on or otherwise applied to surfaces, such as acoustical plaster, texture and joint compound, and fireproofing materials on structural members.

**Thermal System Insulation** – Material applied to pipes, fittings, boilers, breaching, ducts, and other interior structural components to prevent heat loss or gain.

**Miscellaneous Material** – Building materials such as structural components, structural members or fixtures not included in surfacing and thermal insulation.

**Survey Methodology:**

Before sampling began, inspectors documented the total surveyed area. A sketch of each space was created, and total square footage was roughly measured. The inspectors then determined the extent of each visible homogenous material throughout the survey area.

Materials were classified as surfacing, thermal insulation, or miscellaneous material, and friability was assessed according to AHERA specifications.

Materials were sampled according to 40 CFR 763.86. Depending on homogeneity, square footage, and material type, the proper number of samples needed to accurately assess the location and extent of asbestos was determined and collected. At the point of collection, samples were placed in an appropriate container and labeled. Location was noted on the building floor plan, and a description of the material was recorded with the label number.

Sampling tools were then wiped clean to prevent contamination between samples. Any suspect debris was sealed. The samples were then counted, and their label numbers were recorded on a chain of custody form. The inspector then signed and released the form to the laboratory with the samples. Samples were analyzed by Orion Environmental Services.

**Findings:**

**Asbestos Containing Materials (ACM)**

After testing all suspect Asbestos Containing Materials (ACM) throughout the structure no samples contained asbestos

**Recommendations:**

**ACMs**

There is a possibility that it exists that suspect ACM may be present in inaccessible areas of the residence. Any suspect ACMs that may be encountered should be considered asbestos-containing until properly sampled by an AHERA Certified Building Inspector. Any ACMs that are to be impacted should be removed prior to construction activities or be impacted by properly trained and protected personnel in accordance with all applicable local, state, and federal regulations. A qualified asbestos abatement contractor licensed in the State of Washington should be employed for any removal and proper disposal of ACM in accordance with all applicable local, state, and federal regulations.

## **Conclusion:**

No materials sampled were found to contain asbestos.

Further materials may be identified during the demolition process that would warrant testing.

Any identified asbestos-containing material must be abated before demolition can continue. A Certified Asbestos Abatement Contractor must carry out abatement.

Different materials require different abatement processes depending on the friability, type of asbestos, and amount of asbestos present. It is important that materials are treated by a Certified Asbestos Abatement Contractor.

\* ND - Denotes Non-Detect of Asbestos Materials

<b>Asbestos Sample Results</b>					
<b>Sample #</b>	<b>Material Description</b>	<b>Location</b>	<b>Friable/Non Friable</b>	<b>%/Asbestos</b>	<b>Type</b>
1	Insulation	East Hatch	N/A	ND	Fiberglass
2	Insulation	East Tunnel Wall	N/A	ND	Fiberglass
3	Insulation	Tunnel Top	N/A	ND	Fiberglass
4a	Mint/Black Roofing	Tunnel Shed	N/A	ND	Cellulose
4b	Tan/Multi Colored Roofing	Tunnel Shed	N/A	ND	Cellulose
4c	Felt	Tunnel Shed	N/A	ND	Cellulose

**ORION Environmental Services**

34004 Ninth Avenue South, Suite A12, Federal Way, WA 98003  
Phone: (253) 952-6717 • Fax: (253) 927-4714  
Email: info@oriones.net • Web: www.oriones.net  
WBE W2F9219763

**Polarized Light Microscopy Test Report**  
**EPA Method 600/R-98/116**

**Client:** Tacoma Abatement Company LLC  
**Address:** 5111 South Burlington Way, Tacoma, WA 98409  
**Attention:** Matt Ware  
**Project Name:** Oven Tunnel  
**Project Number:**

**Rpt. Date:** 8/4/2021  
**Page:** 1 of 1  
**Invoice:** 21167638  
**Date Rcvd:** 7/30/2021

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
A-1 Fireproofing/Insulation-1	20210730-86	Insulation		ND		fiberglass
A-2 Fireproofing/Insulation-2	20210730-87	Insulation		ND		fiberglass
A-3 Fireproofing/Insulation-3	20210730-88	Insulation		ND		fiberglass
A-4 Roofing Tunnel Shed-4-a	20210730-89	Mint/Black Composite Roofing		ND		cellulose
A-4 Roofing Tunnel Shed-4-b		Tan/multicolored Composite Roofing		ND		cellulose
A-4 Roofing Tunnel Shed-4-c		Felt		ND		cellulose

Dup: Laboratory QA/QC Duplicate; M; Mastic [(a), (b), (c), etc.]: Sample layers numbered from front to back.

Comments: For layered samples, each component has been analyzed separately. ND means non-detect for asbestos fibers by EPA Method 600/R-98/116. Disclaimers: PLM has been known to miss asbestos in a small percentage of samples that contain asbestos. Thus, these laboratory results represent due diligence, however negative or <1 % PLM results can not be guaranteed. Per EPA guidelines samples will be archived for 30 days then will be disposed of. This report may only be reproduced in full with written approval of ORION Environmental Services.

Analyzed By (Print) Dennis Rauschenberg	Date 8/4/2021	Reviewed By (Print) Donna McNeal	Date 8/4/2021
Analyzed By (Signature) 	Time	Reviewed By (Signature) 	Time

21147438

## Bulk Sample Log / Chain of Custody

LAB: Orion

LAB Job #: \_\_\_\_\_

# of Samples: 4Job Name: Oven TunnelJob Address: 4012 Wa-509Tacoma, WA

Client Company: Tacoma Abatement Company, LLC  
 Client Address: 5111 S Burlington Way  
Tacoma, WA 98409  
 Phone #: (253) 830-5945  
 Fax #: (253) 276-0267

Report Results To: Matthew Wave  
 At Phone #: 253-985-0165  
 Fax Results: (253) 276-0267  
 Mail Hard Copy: 5111 S Burlington Way  
Tacoma, WA 98409  
 Email Copy To: matt@tacomaabatementcompany.com

## Type of Analysis (Check One)

ASBESTOS	LEAD
<input type="checkbox"/> PCM (air)	<input type="checkbox"/> Paint
<input type="checkbox"/> PLM (bulk)	<input type="checkbox"/> Soil
	<input type="checkbox"/> Dust/Wipe (area?)
	<input type="checkbox"/> Air (volume?)
	<input type="checkbox"/> TCLP

 REGULAR  RUSH
 Severe Damage (Spillage)Condition of Package:  Good Damaged (No Spillage)

210730-806189

Lab ID	Sample ID	Type	Location
1	A-1	Fireproofing/Insulation	East Hatch
2	A-2	11	East Tunnel wall
3	A-3	11	Tunnel Top
4	A-4	Roofing	Tunnel shed
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

Signature

Date

Time

Sampled By:	<u>Melissa Noci</u>	7-28-21	
Delivered By:	<u>Melissa Noci</u>	7-30-21	
Received By:	<u>Melissa Noci</u>	7-30-21	9am
Analyzed By:			
Special:	Read Abatement Sample #	ONLY if Sample #	is Greater Than .01 f/cc

# AHERA

## BUILDING INSPECTOR REFRESHER CERTIFICATE

This is to certify that

**Matthew Ware**

has attended and satisfactorily completed all requirements to maintain accreditation as an AHERA Building Inspector Refresher in accordance with the Toxic Substance Control Act Title (Section 206) and 40 CFR 763.



**Accreditation No. BIR-NES-05-14-21-06**  
Course Date: May 15th, 2021  
**Valid through: May 15th, 2022**

\_\_\_\_\_  
Jamie Switras

NOW Environmental Services, Inc.  
34004 – 9<sup>th</sup> Avenue South, Suite # 12  
Federal Way, Washington 98003  
(253) 927-5233



**Tacoma Abatement Company, LLC - Good Faith Asbestos Survey  
5111 S Burlington Way, Tacoma, WA 98409  
253-830-5945**



**Prepared For: MCS Family of Companies  
Date: September 1st 2021  
Property Address: 4012 State Route 509, Tacoma WA, 98421  
Paint Shop Office  
Building Type: Commercial  
AHERA Inspector: Matthew Ware  
Accreditation No. BIR-NES-05-14-2021-06**

**RE: 5723 Valley Ave E, Fife, WA 98424**

**Good Faith Survey**

Tacoma Abatement Company LLC conducted a hazardous materials survey at 4012 State Route 509, Tacoma WA 98421, to determine the presence of asbestos-containing materials prior to planned demolition. The intent of this investigation is to ensure that the owner is in compliance with applicable regulatory requirements that a “good faith inspection” for ACMs be performed prior to renovation, demolition, and remodel activities.

**Building Description:** This dwelling is a wood framed building . It has wood siding and 3-tab roofing. The interior of the building has walls made up of drywall. I was nor able to access to the inside to this structure to test for asbestos.

**Survey Process:** On July 27th, 2021 this building was inspected by AHERA Certified Building Inspector Matthew Ware and Brad Blowers, (accreditation No. BI/R-NES-08-12-2020-1) (Expires 8-12-2021). Accessible areas were visited and samples were taken from all accessible areas throughout the structure. Inaccessible spaces are defined as those requiring selective demolition, fall protection or confined space entry protocols to gain access. All samples were assigned a unique identification number and transmitted for analysis to Orion Environmental Services under chain of custody protocols. Asbestos samples were analyzed according to EPA Method 600/R-93/116 using Polarized Light Microscopy (PLM), which has a reliable limit quantification of 1% asbestos by volume.

Suspect materials may exist in inaccessible areas encountered at the residence, such as ceiling or wall cavities, or in interstitial spaces. Tacoma Abatement Company, LLC attempts to determine the presence and estimate the condition of suspect materials in all accessible areas included in the scope of work. There were no prior survey reports available or determined.

**Material Sampling Information:**

Asbestos survey work performed by Tacoma Abatement Company, LLC meets inspection regulatory requirements enforced by federal, state, and local agencies, including Asbestos Hazard Emergency Response Act (AHERA), WAC 296-62-077 (WISHA) and 40 CFR Part 61 (NESHAP) and 29 CFR Part 1926.1101 (OSHA)

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Miscellaneous Material – Building materials such as structural components, structural members or fixtures not included in surfacing and thermal insulation.

### **Survey Methodology:**

Before sampling began, inspectors documented the total surveyed area. A sketch of each space was created, and total square footage was roughly measured. The inspectors then determined the extent of each visible homogenous material throughout the survey area.

Materials were classified as surfacing, thermal insulation, or miscellaneous material, and friability was assessed according to AHERA specifications.

Materials were sampled according to 40 CFR 763.86. Depending on homogeneity, square footage, and material type, the proper number of samples needed to accurately assess the location and extent of asbestos was determined and collected. At the point of collection, samples were placed in an appropriate container and labeled. Location was noted on the building floor plan, and a description of the material was recorded with the label number.

Sampling tools were then wiped clean to prevent contamination between samples. Any suspect debris was sealed. The samples were then counted, and their label numbers were recorded on a chain of custody form. The inspector then signed and released the form to the laboratory with the samples. Samples were analyzed by Orion Environmental Services.

## **Findings:**

### **Asbestos Containing Materials (ACM)**

After testing all suspect Asbestos Containing Materials (ACM) throughout the dwelling no samples contained asbestos that were tested. We were not able to gain access to the interior of the building.

## **Recommendations:**

### **ACMs**

There is a possibility that exists that suspect ACM may be present in inaccessible areas of the residence. Any suspect ACMs that may be encountered should be considered asbestos-containing until properly sampled by an AHERA Certified Building Inspector. Any ACMs that are to be impacted should be removed prior to construction activities or be impacted by properly trained and protected personnel in accordance with all applicable local, state, and federal regulations. A qualified asbestos abatement contractor licensed in the State of Washington should be employed for any removal and proper disposal of ACM in accordance with all applicable local, state, and federal regulations.

## **Conclusion:**

No materials sampled were found to contain asbestos.

Further materials may be identified during the demolition process that would warrant testing.

Any identified asbestos containing material must be abated before demolition can continue. A Certified Asbestos Abatement Contractor must carry out abatement.

Different materials require different abatement processes depending on the friability, type of asbestos, and amount of asbestos present. It is important that materials are treated by a Certified Asbestos Abatement Contractor.

\* ND - Denotes Non-Detect of Asbestos Materials

<b>Asbestos Sample Results</b>					
<b>Sample #</b>	<b>Material Description</b>	<b>Location</b>	<b>Friable/Non Friable</b>	<b>%/Asbestos</b>	<b>Type</b>
1a	Composite Roofing	Roof	N/A	ND	Cellulose
1b	Felt	Roof	N/A	ND	Cellulose

**ORION Environmental Services**

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Email: info@oriones.net • Web: www.oriones.net

WBE W2F9219763

**Polarized Light Microscopy Test Report****EPA Method 600/R-98/116****Client:** Tacoma Abatement Company LLC**Rpt. Date:** 8/4/2021**Address:** 5111 South Burlington Way, Tacoma, WA 98409**Page:** 1 of 1**Attention:** Matt Ware**Invoice:** 21167655**Project Name:** Paint Shop Office**Date Rcvd:** 7/30/2021**Project Number:**

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
Roofing Paint Shop-1-a	20210730-193	Composite Roofing		ND		cellulose
Roofing Paint Shop-1-b		Felt		ND		cellulose

Dup: Laboratory QA/QC Duplicate; M; Mastic [(a), (b), (c), etc.]: Sample layers numbered from front to back.

Comments: For layered samples, each component has been analyzed separately. ND means non-detect for asbestos fibers by EPA

Method 600/R-98/116. Disclaimers: PLM has been known to miss asbestos in a small percentage of samples that contain

asbestos. Thus, these laboratory results represent due diligence, however negative or &lt;1 % PLM results can not be guaranteed.

Per EPA guidelines samples will be archived for 30 days then will be disposed of. This report may only be reproduced in full with written approval of ORION Environmental Services.

Analyzed By (Print) Dennis Rauschenberg	Date 8/4/2021	Reviewed By (Print) Donna McNeal	Date 8/4/2021
Analyzed By (Signature) 	Time	Reviewed By (Signature) 	Time

### Bulk Sample Log / Chain of Custody

21107455

Orion

Client Company: Tacoma Abatement Company, LLC

Client Address: 5111 S Burlington Way  
Tacoma, WA 98409

Phone #: (253) 830-5945  
Fax #: (253) 276-0267

LAB: \_\_\_\_\_

LAB Job #: \_\_\_\_\_

# of Samples: 1

Job Name: Paint Shop OFFICE

Job Address: 4012 Wa-509

Tacoma, WA

Report Results To: Matt@tacomaabatementcompany.com  
At Phone #: 253-985-0165  
Fax Results: (253) 276-0267  
Mail Hard Copy: 5111 S Burlington Way  
Tacoma, WA 98409  
Email Copy To: matt@tacomaabatementcompany.com

Type of Analysis (Check One)

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> LEAD
<input type="checkbox"/> PCM (air)	<input type="checkbox"/> Paint
<input type="checkbox"/> PLM (bulk)	<input type="checkbox"/> Soil
<input type="checkbox"/> <u>✓</u>	<input type="checkbox"/> Dust/Wipe (area?)
<input type="checkbox"/> <u>✓</u>	<input type="checkbox"/> Air (volume?)
<input type="checkbox"/> <u>✓</u>	<input type="checkbox"/> TCLP

REGULAR  RUSH

Severe Damage (Spillage)

Condition of Package:  Good

Damaged (No Spillage)

210730-193

Lab ID	Sample ID	Type	Location
1		<u>Roofing</u>	<u>Paint Shop OFFICE Roof</u>
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

Signature

Date

Time

Sampled By:	<u>M</u>	<u>7-29-21</u>	
Delivered By:	<u>M</u>	<u>7-30-21</u>	
Received By:	<u>Melissa Nocs</u>	<u>7/30/21</u>	<u>9am</u>
Analyzed By:			
Special:	Read Abatement Sample #	ONLY if Sample #	is Greater Than .01 f/cc.

# AHERA

## BUILDING INSPECTOR REFRESHER CERTIFICATE

This is to certify that

**Matthew Ware**

has attended and satisfactorily completed all requirements to maintain accreditation as an AHERA Building Inspector Refresher in accordance with the Toxic Substance Control Act Title (Section 206) and 40 CFR 763.



**Accreditation No. BIR-NES-05-14-21-06**  
Course Date: May 15th, 2021  
**Valid through: May 15th, 2022**

\_\_\_\_\_  
Jamie Switras

NOW Environmental Services, Inc.  
34004 – 9<sup>th</sup> Avenue South, Suite # 12  
Federal Way, Washington 98003  
(253) 927-5233



**Tacoma Abatement Company, LLC - Good Faith Asbestos Survey  
5111 S Burlington Way, Tacoma, WA 98409  
253-830-5945**



AHERA Inspector: Matthew Ware  
Accreditation No. BIR-NES-05-14-2021-06

RE: 5723 Valley Ave E, Fife, WA 98424

Good Faith Survey

Tacoma Abatement Company LLC conducted a hazardous materials survey at 4012 State Route 509, Tacoma WA 98421, to determine the presence of asbestos-containing materials prior to planned demolition. The intent of this investigation is to ensure that the owner is in compliance with applicable regulatory requirements that a "good faith inspection" for ACMs be performed prior to renovation, demolition, and remodel activities.

**Building Description:** This dwelling is a CMU built structure .The food is 3-tab roofing. Was not able to gain access to the inside of the shed.

**Survey Process:** On July 28th, 2021 this building was inspected by AHERA Certified Building Inspector Matthew Ware and Brad Blowers, (accreditation No. BI/R-NES-08-12-2020-1) (Expires 8-12-2021). Accessible areas were visited and samples were taken from all accessible areas throughout the structure. Inaccessible spaces are defined as those requiring selective demolition, fall protection or confined space entry protocols to gain access. All samples were assigned a unique identification number and transmitted for analysis to Orion Environmental Services under chain of custody protocols. Asbestos samples were analyzed according to EPA Method 600/R-93/116 using Polarized Light Microscopy (PLM), which has a reliable limit quantification of 1% asbestos by volume.

Suspect materials may exist in inaccessible areas encountered at the residence, such as ceiling or wall cavities, or in interstitial spaces. Tacoma Abatement Company, LLC attempts to determine the presence and estimate the condition of suspect materials in all accessible areas included in the scope of work. There were no prior survey reports available or determined.

**Material Sampling Information:**

Asbestos survey work performed by Tacoma Abatement Company, LLC meets inspection regulatory requirements enforced by federal, state, and local agencies, including Asbestos Hazard Emergency Response Act (AHERA), WAC 296-62-077 (WISHA) and 40 CFR Part 61 (NESHAP) and 29 CFR Part 1926.1101 (OSHA)

**Definitions:**

**Homogenous** – Materials with the same appearance, texture, color, and which were applied during the same general construction period. A homogenous material is considered ACM (Asbestos Containing Material) if one or more samples of the material are found to have greater than 1% asbestos. Analysis can result in both positive and negative conclusions in materials containing less than 10% asbestos, or materials that have very fine asbestos fibers, have been hand mixed, or have asbestos fibers tightly bound in the matrix; therefore, EPA recommends a minimum of three samples be analyzed by PLM for these types of materials. All materials that were sampled during the inspection were analyzed under PLM, EPA Method 600/R-93/116.

**Surfacing Material** – Material that has been sprayed-on, troweled-on or otherwise applied to surfaces, such as acoustical plaster, texture and joint compound, and fireproofing materials on structural members.

**Thermal System Insulation** – Material applied to pipes, fittings, boilers, breaching, ducts, and other interior structural components to prevent heat loss or gain.

**Miscellaneous Material** – Building materials such as structural components, structural members or fixtures not included in surfacing and thermal insulation.

### **Survey Methodology:**

Before sampling began, inspectors documented the total surveyed area. A sketch of each space was created, and total square footage was roughly measured. The inspectors then determined the extent of each visible homogenous material throughout the survey area.

Materials were classified as surfacing, thermal insulation, or miscellaneous material, and friability was assessed according to AHERA specifications.

Materials were sampled according to 40 CFR 763.86. Depending on homogeneity, square footage, and material type, the proper number of samples needed to accurately assess the location and extent of asbestos was determined and collected. At the point of collection, samples were placed in an appropriate container and labeled. Location was noted on the building floor plan, and a description of the material was recorded with the label number.

Sampling tools were then wiped clean to prevent contamination between samples. Any suspect debris was sealed. The samples were then counted, and their label numbers were recorded on a chain of custody form. The inspector then signed and released the form to the laboratory with the samples. Samples were analyzed by Orion Environmental Services.

### **Findings:**

#### **Asbestos Containing Materials (ACM)**

After testing all suspect Asbestos Containing Materials (ACM) throughout the dwelling no samples contained asbestos: We were not able to gain access to in the interior of the structure to sample for asbestos.

### **Recommendations:**

#### **ACMs**

There is a possibility that exists that suspect ACM may be present in inaccessible areas of the residence. Any suspect ACMs that may be encountered should be considered asbestos-containing until properly sampled by an AHERA Certified Building Inspector. Any ACMs that are to be impacted should be removed prior to construction activities or be impacted by properly trained and protected personnel in accordance with all applicable local, state, and federal regulations. A qualified asbestos abatement contractor licensed in the State of Washington should be employed for any removal and proper disposal of ACM in accordance with all applicable local, state, and federal regulations.

### **Conclusion:**

No materials sampled were found to contain asbestos.

Further materials may be identified during the demolition process that would warrant testing.

Any identified asbestos containing material must be abated before demolition can continue. A Certified Asbestos Abatement Contractor must carry out abatement.

Different materials require different abatement processes depending on the friability, type of asbestos, and amount of asbestos present. It is important that materials are treated by a Certified Asbestos Abatement Contractor.

\* ND - Denotes Non-Detect of Asbestos Materials

<b>Asbestos Sample Results</b>						
<b>Sample #</b>	<b>Material Description</b>	<b>Location</b>	<b>Friable/Non Friable</b>	<b>%/Asbestos</b>	<b>Type</b>	
1a	Roofing Composite	Roof	N/A	ND	Cellulose	
1b	Felt	Roof	N/A	ND	Cellulose	



**ORION Environmental Services**  
34004 Ninth Avenue South, Suite A12, Federal Way, WA 98003  
Phone: (253) 952-6717 • Fax: (253) 927-4714  
Email: info@oriones.net • Web: www.oriones.net  
WBE W2F9219763

**Polarized Light Microscopy Test Report**  
**EPA Method 600/R-98/116**

**Client:** Tacoma Abatement Company LLC  
**Address:** 5111 South Burlington Way, Tacoma, WA 98409  
**Attention:** Brad Blowers  
**Project Name:** City of Fife-5723  
**Project Number:** NA

**Rpt. Date:** 11/17/2020  
**Page:** 1 of 2  
**Invoice:** 209344  
**Date Rcvd:** 11/17/2020

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
1a	20201117-156	Texture		ND		cellulose
1b		Wall Board		ND		cellulose
2	20201117-157	Texture		ND		cellulose
3a	20201117-158	Texture		ND		cellulose
3b		Wall Board		ND		cellulose
4a	20201117-159	Texture		ND		cellulose
4b		Wall Board		ND		cellulose
5	20201117-160	Wall Board		ND		cellulose
6	20201117-161	Wall Board		ND		cellulose
7a	20201117-162	White Insulation		ND		fiberglass
7b		Grey Insulation		ND		fiberglass
8a	20201117-163	Grey Felt Remnant		25	Chrysotile	cellulose
8b		Vinyl Sheeting w/ Black Felt Backing		ND		cellulose
8c		Brown Mastic		ND		cellulose
9a	20201117-164	Grey Felt Remnant		20	Chrysotile	cellulose
9b		Vinyl Sheeting w/ No Felt		ND		cellulose
10a	20201117-165	Vinyl Sheeting w/ Black Felt Backing		ND		cellulose
10b		Brown Mastic		ND		cellulose



**ORION Environmental Services**  
34004 Ninth Avenue South, Suite A12, Federal Way, WA 98003  
Phone: (253) 952-6717 • Fax: (253) 927-4714  
Email: info@oriones.net • Web: www.oriones.net  
WBE W2F9219763

**Polarized Light Microscopy Test Report**  
**EPA Method 600/R-98/116**

**Client:** Tacoma Abatement Company LLC  
**Address:** 5111 South Burlington Way, Tacoma, WA 98409  
**Attention:** Matt Ware  
**Project Name:** Paint Storage Bldg  
**Project Number:**

**Rpt. Date:** 8/4/2021  
**Page:** 1 of 1  
**Invoice:** 21167657  
**Date Rcvd:** 7/30/2021

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
Roofing-1-a	20210730-199	Roofing Composite	ash	ND		fiberglass/ cellulose
		Felt		ND		cellulose

Dup: Laboratory QA/QC Duplicate; M; Mastic [(a), (b), (c), etc.]: Sample layers numbered from front to back.  
Comments: For layered samples, each component has been analyzed separately. ND means non-detect for asbestos fibers by EPA  
Method 600/R-98/116. Disclaimers: PLM has been known to miss asbestos in a small percentage of samples that contain asbestos. Thus, these laboratory results represent due diligence, however negative or <1 % PLM results can not be guaranteed. Per EPA guidelines samples will be archived for 30 days then will be disposed of. This report may only be reproduced in full with written approval of ORION Environmental Services.

Analyzed By (Print) Dennis Rauschenberg	Date 8/4/2021	Reviewed By (Print) Donna McNeal	Date 8/4/2021
Analyzed By (Signature) <i>DRauschenberg</i>	Time	Reviewed By (Signature) <i>Donna McNeal</i>	Time

211614-1

**Bulk Sample Log / Chain of Custody**

LAB: DRION

LAB Job #: \_\_\_\_\_

# of Samples: 1

Job Name: Paint Storage Bldg

Job Address: 4012 WA 509

Tacoma, WA  
Paint  
Storage

Client Company: Tacoma Abatement Company, LLC  
 Client Address: 5111 S Burlington Way  
Tacoma, WA 98409  
 Phone #: (253) 830-5945  
 Fax #: (253) 276-0267

Report Results To: Matthew L. Ward  
 At Phone #: 253-985-0165  
 Fax Results: (253) 276-0267  
 Mail Hard Copy: 5111 S Burlington Way  
Tacoma, WA 98409  
 Email Copy To: matt@tacomaabatementcompany.com

Type of Analysis (Check One)

ASBESTOS

LEAD

PCM (air)

Paint

PLM (bulk)

Soil

Dust/Wipe (area?)

Air (volume?)

TCLP

REGULAR  RUSH

Condition of Package:  Good  Damaged (No Spillage)  Severe Damage (Spillage)

210730-199

Lab ID	Sample ID	Type	Location
1	4-1	Roofing	Roof
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

Sampled By:	Signature	Date	Time
		7/28/21	2:00
Delivered By:		7-30-21	
Received By:	Melyssa Nocis	7/30/21	9am
Analyzed By:			
Special:	Read Abatement Sample #	ONLY if Sample #	is Greater Than .01 f/cc.

# AHERA

## BUILDING INSPECTOR REFRESHER CERTIFICATE

This is to certify that

**Matthew Ware**

has attended and satisfactorily completed all requirements to maintain accreditation as an AHERA Building Inspector Refresher in accordance with the Toxic Substance Control Act Title (Section 206) and 40 CFR 763.



**Accreditation No. BIR-NES-05-14-21-06**  
Course Date: May 15th, 2021  
**Valid through: May 15th, 2022**

\_\_\_\_\_  
Jamie Switras

NOW Environmental Services, Inc.  
34004 – 9<sup>th</sup> Avenue South, Suite # 12  
Federal Way, Washington 98003  
(253) 927-5233



**Tacoma Abatement Company, LLC - Good Faith Asbestos Survey  
5111 S Burlington Way, Tacoma, WA 98409  
253-830-5945**

Prepared For: MCS Family of Companies

Date: September 1st 2021

Property Address: 4012 State Route 509, Tacoma WA, 98421  
Safety Office

Building Type: Commercial

AHERA Inspector: Matthew Ware

Accreditation No. BIR-NES-05-14-2021-06

RE: 5723 Valley Ave E, Fife, WA 98424

Good Faith Survey

Tacoma Abatement Company LLC conducted a hazardous materials survey at 4012 State Route 509, Tacoma WA 98421, to determine the presence of asbestos-containing materials prior to planned demolition. The intent of this investigation is to ensure that the owner is in compliance with applicable regulatory requirements that a "good faith inspection" for ACMs be performed prior to renovation, demolition, and remodel activities.

Building Description: This dwelling is a single story wood framed house. It has wood siding and 3tab roofing. The interior of the building has walls made up of drywall. It had wood flooring covered with sheet vinyl through most of the house.

**Survey Process:** On July 29th, 2021 this building was inspected by AHERA Certified Building Inspector Matthew Ware and Brad Blowers, (accreditation No. BI/R-NES-08-12-2020-1) (Expires 8-12-2021). Accessible areas were visited and samples were taken from all accessible areas throughout the structure. Inaccessible spaces are defined as those requiring selective demolition, fall protection or confined space entry protocols to gain access. All samples were assigned a unique identification number and transmitted for analysis to Orion Environmental Services under chain of custody protocols. Asbestos samples were analyzed according to EPA Method 600/R-93/116 using Polarized Light Microscopy (PLM), which has a reliable limit quantification of 1% asbestos by volume.

Suspect materials may exist in inaccessible areas encountered at the residence, such as ceiling or wall cavities, or in interstitial spaces. Tacoma Abatement Company, LLC attempts to determine the presence and estimate the condition of suspect materials in all accessible areas included in the scope of work. There were no prior survey reports available or determined.

**Material Sampling Information:**

Asbestos survey work performed by Tacoma Abatement Company, LLC meets inspection regulatory requirements enforced by federal, state, and local agencies, including Asbestos Hazard Emergency Response Act (AHERA), WAC 296-62-077 (WISHA) and 40 CFR Part 61 (NESHAP) and 29 CFR Part 1926.1101 (OSHA)

**Definitions:**

Homogenous – Materials with the same appearance, texture, color, and which were applied during the same general construction period. A homogenous material is considered ACM (Asbestos Containing Material) if one or more samples of the material are found to have greater than 1% asbestos. Analysis can result in both positive and negative conclusions in materials containing less than 10% asbestos, or materials that have very fine asbestos fibers, have been hand mixed, or have asbestos fibers tightly bound in the matrix; therefore, EPA recommends a minimum of three samples be analyzed by PLM for these types of materials. All materials that were sampled during the inspection were analyzed under PLM, EPA Method 600/R-93/116.

Surfacing Material – Material that has been sprayed-on, troweled-on or otherwise applied to surfaces, such as acoustical plaster, texture and joint compound, and fireproofing materials on structural members.

Thermal System Insulation – Material applied to pipes, fittings, boilers, breaching, ducts, and other interior structural components to prevent heat loss or gain.

Miscellaneous Material – Building materials such as structural components, structural members or fixtures not included in surfacing and thermal insulation.

### **Survey Methodology:**

Before sampling began, inspectors documented the total surveyed area. A sketch of each space was created, and total square footage was roughly measured. The inspectors then determined the extent of each visible homogenous material throughout the survey area.

Materials were classified as surfacing, thermal insulation, or miscellaneous material, and friability was assessed according to AHERA specifications.

Materials were sampled according to 40 CFR 763.86. Depending on homogeneity, square footage, and material type, the proper number of samples needed to accurately assess the location and extent of asbestos was determined and collected. At the point of collection, samples were placed in an appropriate container and labeled. Location was noted on the building floor plan, and a description of the material was recorded with the label number.

Sampling tools were then wiped clean to prevent contamination between samples. Any suspect debris was sealed. The samples were then counted, and their label numbers were recorded on a chain of custody form. The inspector then signed and released the form to the laboratory with the samples. Samples were analyzed by Orion Environmental Services.

### **Findings:**

#### **Asbestos Containing Materials (ACM)**

After testing all suspect Asbestos Containing Materials (ACM) throughout the dwelling no samples contained asbestos:

### **Recommendations:**

#### **ACMs**

There is a possibility that exists that suspect ACM may be present in inaccessible areas of the residence. Any suspect ACMs that may be encountered should be considered asbestos-containing until properly sampled by an AHERA Certified Building Inspector. Any ACMs that are to be impacted should be removed prior to construction activities or be impacted by properly trained and protected personnel in accordance with all applicable local, state, and federal regulations. A qualified asbestos abatement contractor licensed in the State of Washington should be employed for any removal and proper disposal of ACM in accordance with all applicable local, state, and federal regulations.

## **Conclusion:**

No materials sampled were found to contain asbestos.

Further materials may be identified during the demolition process that would warrant testing.

Any identified asbestos containing material must be abated before demolition can continue. A Certified Asbestos Abatement Contractor must carry out abatement.

Different materials require different abatement processes depending on the friability, type of asbestos, and amount of asbestos present. It is important that materials are treated by a Certified Asbestos Abatement Contractor.

\* ND - Denotes Non-Detect of Asbestos Materials

<b>Asbestos Sample Results</b>					
<b>Sample #</b>	<b>Material Description</b>	<b>Location</b>	<b>Friable/Non Friable</b>	<b>%/Asbestos</b>	<b>Type</b>
1a	Texture	Living Room	Friable	ND	Cellulose
1b	Joint Compound	Living Room		ND	Cellulose
1c	Wallboard	Living Room		ND	Cellulose
2a	Texture	Bedroom		ND	Cellulose
2b	Wallboard	Bedroom		ND	Cellulose
3a	Texture	Kitchen		ND	Cellulose
3b	Wallboard	Kitchen		ND	Cellulose
4a	Texture	Back Room		ND	Cellulose
4b	Wallboard	Back Room		ND	Cellulose
5a	Texture	Womens Bathroom		ND	Cellulose
5b	Wallboard	Womens Bathroom		ND	Cellulose
6a	Vinyl Sheeting/Grey Felt Backing	Womens Bathroom		ND	Cellulose
6b	Tan Felt Remnants	Womens Bathroom		ND	Cellulose
7a	Vinyl Sheeting/Grey Felt Backing	Mens Bathroom		ND	Cellulose
7b	Tan Felt Remnants	Mens Bathroom		ND	Cellulose
8a	Vinyl Sheeting/Grey Felt Backing	Living Room		ND	Cellulose
8b	Tan Felt Remnants	Living Room		ND	Cellulose
9a	Vinyl Sheeting/Grey Felt Backing	Bedroom		ND	Cellulose

9b	Tan Felt Remnants	Bedroom		ND	Cellulose
10	Counter Top Mastic	Kitchen		ND	
11	BackSplash Mastic	Bathroom		ND	
12	Cove Base Mastic	Dining Room		ND	Cellulose
13a	Roofing Composite	Roof		ND	Fiberglass/ Cellulose
13b	Felt	Roof		ND	Cellulose
14	Mastic	Under Kitchen Sink		ND	

**ORION Environmental Services**

34004 Ninth Avenue South, Suite A12, Federal Way, WA 98003

Phone: (253) 952-6717 • Fax: (253) 927-4714

Email: info@oriones.net • Web: www.oriones.net

WBE W2F9219763

**Polarized Light Microscopy Test Report**  
**EPA Method 600/R-98/116**

**Client:** Tacoma Abatement Company LLC  
**Address:** 5111 South Burlington Way, Tacoma, WA 98409  
**Attention:** Matt Ware  
**Project Name:** Safety Office  
**Project Number:**

**Rpt. Date:** 8/4/2021  
**Page:** 1 of 2  
**Invoice:** 21167652  
**Date Rcvd:** 7/30/2021

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
Tex/JC Living Room-1-a	20210730-153	Texture		ND		cellulose
Tex/JC Living Room-1-b		Joint Compound		ND		cellulose
Tex/JC Living Room-1-c		Wallboard		ND		cellulose
Tex Bedroom-2-a	20210730-154	Texture		ND		cellulose
Tex Bedroom-2-b		Wallboard		ND		cellulose
Tex Kitchen-3-a	20210730-155	Texture		ND		cellulose
Tex Kitchen-3-b		Wallboard		ND		cellulose
Tex Back Room-4-a	20210730-156	Texture		ND		cellulose
Tex Back Room-4-b		Wallboard		ND		cellulose
Tex Women Bath-5-a	20210730-157	Texture		ND		cellulose
Tex Women Bath-5-b		Wallboard		ND		cellulose
Sheet Vinyl Women Bath-6-a	20210730-158	Vinyl Sheeting w/ Gray Felt Backing		ND		cellulose
Sheet Vinyl Women Bath-6-b		Tan Felt Remnants		ND		cellulose
Sheet Vinyl Men Bath-7-a	20210730-159	Vinyl Sheeting w/ Gray Felt Backing		ND		cellulose
Sheet Vinyl Men Bath-7-b		Tan Felt Remnants		ND		cellulose
Sheet Vinyl Living Room-8-a	20210730-160	Vinyl Sheeting w/ Gray Felt Backing		ND		cellulose
Sheet Vinyl Living Room-8-b		Tan Felt Remnants		ND		cellulose
Sheet Vinyl Bedroom-9-a	20210730-161	Vinyl Sheeting w/ Gray Felt Backing		ND		cellulose

## Polarized Light Microscopy Test Report (cont.)

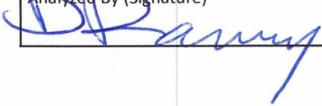
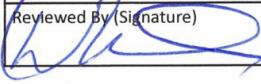
**Client:** Tacoma Abatement Company LLC  
**Address:** 5111 South Burlington Way, Tacoma, WA 98409  
**Attention:** Matt Ware  
**Project Name:** Safety Office  
**Project Number:**

**Rpt. Date:** 8/4/2021  
**Page:** 2 of 2  
**Invoice:** 21167652  
**Date Rcvd:** 7/30/2021

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
Sheet Vinyl Bedroom-9-b		Tan Felt Remnants		ND		cellulose
Mastic Countertop	20210730-162	Counter Top Mastic		ND		
Mastic Back Splash Bath-11	20210730-163	Back Splash Mastic		ND		
Cove Base Glue Dining-12	20210730-164	Cove Base Mastic		ND		cellulose
Roofing-13-a	20210730-165	Roofing Composite	ash	ND		fiberglass/ cellulose
Roofing-13-b		Felt		ND		cellulose
Mastic Under Sink-14	20210730-166	Mastic		ND		

Dup: Laboratory QA/QC Duplicate; M; Mastic [(a), (b), (c), etc.]: Sample layers numbered from front to back.

Comments: For layered samples, each component has been analyzed separately. ND means non-detect for asbestos fibers by EPA Method 600/R-98/116. Disclaimers: PLM has been known to miss asbestos in a small percentage of samples that contain asbestos. Thus, these laboratory results represent due diligence, however negative or <1 % PLM results can not be guaranteed. Per EPA guidelines samples will be archived for 30 days then will be disposed of. This report may only be reproduced in full with written approval of ORION Environmental Services.

Analyzed By (Print)	Date	Reviewed By (Print)	Date
Dennis Rauschenberg	8/4/2021	Donna McNeal	8/4/2021
Analyzed By (Signature)	Time	Reviewed By (Signature)	Time
			

## Bulk Sample Log / Chain of Custody

211071052

LAB: Orion

LAB Job #:

# of Samples: 14

Job Name: Scalpy Office

Job Address: 4012 Wa-509

Tacoma, WA

Client Company: Tacoma Abatement Company, LLC

Client Address: 5111 S Burlington Way  
Tacoma, WA 98409

Phone #: (253) 830-5945

Fax #: (253) 276-0267

Report Results To: Matthew Ware

At Phone #: 253-985-0165

Fax Results: (253) 276-0267

Mail Hard Copy: 5111 S Burlington Way

Tacoma, WA 98409

Email Copy To: matt@tacomaabatementcompany.com

### Type of Analysis (Check One)

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> LEAD
<input type="checkbox"/> PCM (air)	<input type="checkbox"/> Paint
<input type="checkbox"/> PLM (bulk)	<input type="checkbox"/> Soil
<input checked="" type="checkbox"/>	<input type="checkbox"/> Dust/Wipe (area?)
<input type="checkbox"/>	<input type="checkbox"/> Air (volume?)
<input type="checkbox"/>	<input type="checkbox"/> TCLP

REGULAR  RUSH

Condition of Package:  Good  Damaged (No Spillage)  Severe Damage (Spillage)

210730-153106

Lab ID	Sample ID	Type	Location
1		Texture / T.C.	Living room
2		Texture	Bedroom
3		Texture	Kitchen
4		Texture	Back Room
5		Texture	Women Bathroom
6		Sheet VINYL	Womens Bathroom
7		Sheet VINYL	Mens Bathroom
8		Sheet VINYL	Living room
9		Sheet VINYL	Bedroom
10		Mastic	Counter Top (Kitchen)
11		Mastic	Back splash (W-Bathroom)
12		Glue	Cove Base (Dining Room)
13		Roofing	ROOF
14		Mastic	under sink

Sampled By:	Signature	Date	Time
Delivered By:		7/29/21	10:00
Received By:		7-30-21	
Analyzed By:		7/30/21	9am
Special:	Read Abatement Sample #	ONLY if Sample #	is Greater Than .01 f/cc.

# AHERA

## BUILDING INSPECTOR REFRESHER CERTIFICATE

This is to certify that

**Matthew Ware**

has attended and satisfactorily completed all requirements to maintain accreditation as an AHERA Building Inspector Refresher in accordance with the Toxic Substance Control Act Title (Section 206) and 40 CFR 763.



**Accreditation No. BIR-NES-05-14-21-06**  
Course Date: May 15th, 2021  
**Valid through: May 15th, 2022**

\_\_\_\_\_  
Jamie Switras

NOW Environmental Services, Inc.  
34004 – 9<sup>th</sup> Avenue South, Suite # 12  
Federal Way, Washington 98003  
(253) 927-5233



## From the Desk of Nelson Miles

34004 9<sup>th</sup> Avenue South A5  
Federal Way, Washington 98003  
Telephone (253) 952-6717  
email nmiles@oriones.net

AUGUST 23, 2021

Matt Ware  
Tacoma Abatement  
5111 Burlington Way  
Tacoma, Washington 98409

RE: Lead Paint Component Testing  
4012 Washington Highway 509

Dear Mr. Ware:

Attached are lead paint testing tables that reflect the components that may be impacted each building at the subject site. Building that were tested for lead include:

- Building L
- Maintenance Building
- Train Tunnel
- Building M
- Storage Units
- Mobility Trailer
- Storage Building
- Office Building
- Pump House

Testing was performed on components you determined that will be impacted with a NITON 300 xLp hand-held XRF. Based on the results, if lead is present in the workplace where you work or is present on any of the components in any quantity, the employer is required to make an initial determination of whether the action level is exceeded for any employee. This initial determination must include instrument monitoring of the air for the presence of lead and must cover the exposure of a representative number of employees who are reasonably believed to have the highest exposure levels. If the employer has conducted appropriate air sampling for lead in the past year, they may use these results. If there have been any employee complaints of symptoms which may be attributable to exposure to lead or if there is any other information or observations which would indicate employee exposure to lead, this must also be considered as part of the initial determination. If this initial determination shows that a reasonable possibility exists that any employee may be exposed, without regard to respirators, over the action level (30 ug/m<sup>3</sup>) your employer must set up an air monitoring program to determine the exposure level of every employee exposed to lead at your workplace. More regulatory information can be found in Washington Administrative Code (WAC) 296-155-176 Lead in Construction.

Let me know if you have any questions, or if you require a more formal report.

Professionally Yours,

**ORION Environmental Services, Inc.**

Christopher Grysho, Industrial Hygienist

Index	Room	Side	Component	Substrate	Color	Condition	Calibration	Result	PbC
1059					White		NIST 2570	Pass	0.0
1060					White		NIST 2570	Pass	0.0
1061					White		NIST 2570	Pass	0.0
1062					Red		NIST 2573	Pass	1.1
1063					Red		NIST 2573	Pass	1.1
1064					Red		NIST 2573	Pass	1.0
Index	Room	Side	Component	Substrate	Color	Condition	PbC	XRF Result	
1065	Exterior	East	Wall	Wood	White	-	0.0	Negative	
1066		East	Tood Shed	Wood	White	-	0.0	Negative	
1067		South	Wall	Wood	White	-	0.0	Negative	
1068		South	Wall	Wood	White	-	0.0	Negative	
1069		South	Siding	Wood	White	-	0.0	Negative	
1070		South	Siding	Wood	White	-	0.0	Negative	
1071		East	Paint Booth	Wood	White	-	0.0	Negative	
1073	Interior	North	Beam	Wood	Yellow	-	0.7	Positive	
1074		North	Wall	Metal	Red	-	0.0	Negative	
1075		East	Pole	Metal	Yellow	-	0.4	Positive	
1076		West	Upper Beam	Metal	Blue	-	0.03	Positive	
1077		North	Break Room	Wood	White	-	0.0	Negative	
1078		West	Mens Room	Metal	Black	-	0.0	Negative	
1079		South	Break Room	Metal	White	-	0.0	Negative	
1080		South	Wall	Metal	Brown	-	0.0	Negative	
1081		South	Wall	Metal	White	-	0.0	Negative	
1082	EHS Office	West	Wall	Wallboard	Yellow	-	0.0	Negative	
1083		North	Wall	Wallboard	White	-	0.0	Negative	
1084		North	Wall	Wallboard	White	-	0.0	Negative	
1085		South	Wall	Wallboard	White	-	0.0	Negative	
1086		East	Wall	Wallboard	Blue	-	0.0	Negative	
1087		North	Wall	Wallboard	White	-	0.0	Negative	
1088	Radiation Dry Room	East	Wall	Wallboard	White	-	0.0	Negative	
1089		South	Wall	Wallboard	White	-	0.0	Negative	
1090		West	Wall	Wallboard	White	-	0.0	Negative	
1091		South	Door	Metal	Red	-	0.0	Negative	

Report Date: August 23, 2021

Page 1 of 2

ORION Project No. 021-0501

Tested on August 6, 2021

Chris Grysho

Index	Room	Side	Component	Substrate	Color	Condition	PbC	XRF Result
1092	Break Room	South	Wall	Wood	White	-	0.0	Negative
1093		West	Wall	Wood	White	-	0.0	Negative
1094		North	Exit Door	Metal	Blue	-	0.0	Negative
1095	Bathroom	West	Wall	Wallboard	White	-	0.0	Negative
1096	Exterior	North	Wall	Wallboard	White	-	0.0	Negative
1097		West	Beam	Metal	Brown	-	0.0	Negative
1098	Interior	North	Beam	Metal	Gray	-	0.0	Negative
1099		East	Bay Door Trim	Wood	Brown	-	0.0	Negative

Index	Room	Side	Component	Substrate	Color	Condition	PbC	XRF Result
1241	Exterior	East	Wall	Metal	Red	-	0.0	Negative
1242		East	Wall	Metal	Gray	-	0.0	Negative
1246		West	Wall	Metal	Red	-	0.0	Negative
1247		South	Wall	Metal	Red	-	0.0	Negative
1248		South	Wall	Metal	Red	-	0.0	Negative
1249		South	Wall	Metal	Red	-	0.0	Negative
1243	Interior	East	Wall	Metal	Gray	-	0.3	Positive
1244		North	Wall	Metal	Gray	-	0.0	Negative
1245		North	Wall	Metal	White	-	0.4	Positive

Index	Room	Side	Component	Substrate	Color	Condition	PbC	XRF Result
1250	Main	West	Wall	Wood	White	-	0.0	Negative
1251		East	Wall	Wood	White	-	0.0	Negative
1252		East	Crash Post	Concrete	Yellow	-	1.0	Positive
1253		North	Crash Post	Concrete	Yellow	-	0.8	Positive
1254		West	Wall	Wood	Yellow	-	0.0	Negative
1255		West	Floor	Concrete	Yellow	-	0.0	Negative
1256		South	Wall	Wood	White	-	0.0	Negative
1257		West	Garage Door	Metal	White		0.0	Negative
1258		East	Garage Door	Metal	Brown		0.0	Negative
1259		West	Structural Beam	Metal	Brown		0.0	Negative
1260		North	Structural Beam	Metal	Brown		0.0	Negative
1261	Exterior	West	Pan Siding	Metal	Brown		0.0	Negative
1262		North	Garage Door	Metal	Blue		0.0	Negative
1263		North	Fire Door	Metal	Blue		0.0	Negative
1264		East	Crash Guard	Metal	Yellow		0.1	Positive
1265		North	Shed	Metal	White		0.0	Negative

Index	Room	Side	Component	Substrate	Color	Condition	PbC	XRF Result
1229	Room 1	South	Wall	CMU	White	-	0.0	Negative
1230		South	Wall	CMU	Blue	-	0.0	Negative
1234		Center	Door	Metal	White		0.0	Negative
1231	Room 3	North	Wall	Wallboard	White	-	0.0	Negative
1232		North	Wall	Wallboard	Blue		0.0	Negative
1233		Center	Door	Metal	White		0.0	Negative
1235	Exterior	South	Wall	Wood	Blue		0.0	Negative
1236		West	Wall	Wood	Blue		0.0	Negative
1237		North	Wall	Wood	Blue		0.0	Negative
1238		East	Wall	CMU	White		0.0	Negative
1239	Room 2	Center	Floor	Concrete	Blue		0.1	Positive
1240	Garage	Center	Post	Metal	Gray		0.1	Positive

Index	Room	Side	Component	Substrate	Color	Condition	PbC	XRF Result
1266	Lobby	East	Wall	Wallboard	Blue	-	0.0	Negative
1267		South	Wall	Wallboard	Green	-	0.0	Negative
1268		North	Wall	Wallboard	Green	-	0.0	Negative
1269		West	Wall	Wallboard	Green	-	0.0	Negative
1270	Office 2	North	Wall	Wallboard	Green	-	0.0	Negative
1271	Hall	South	Wall	Wallboard	Green	-	0.0	Negative
1272	Wash Area	South	Wall	Wallboard	Green	-	0.0	Negative
1273	Kitchen	South	Wall	Wallboard	Green	-	0.0	Negative
1274	Women's Room	East	Door	Wood	Blue	-	0.0	Negative
1277		East	Wall	Wallboard	White	-	0.0	Negative
1275	Men's Room	South	Wall	Wallboard	Blue	-	0.0	Negative
1276		South	Door	Wood	Blue	-	0.0	Negative
1278	Exterior	North	Siding	Wood	White	-	0.0	Negative
1279		North	Trim	Wood	Blue	-	0.0	Negative
1280		East	Siding	Wood	White	-	0.0	Negative
1281		East	Trim	Wood	Blue	-	0.0	Negative

Index	Room	Side	Component	Substrate	Color	Condition	PbC	XRF Result
1295	Exterior	South	Siding	Wood	Yellow	-	0.0	Negative
1296		South	Trim	Wood	Blue	-	0.0	Negative
1297		North	Siding	Wood	Yellow	-	0.4	Positive
1298		North	Trim	Wood	Blue	-	0.0	Negative
1299		South	Door	Metal	White	-	0.0	Negative

**INTERIOR OF MOBILITY TRAILER WAS INACCESSIBLE AND COMPONENTS NOT TESTED**

Index	Room	Side	Component	Substrate	Color	Condition	PbC	XRF Result
1282	Exterior	North	Shell	Metal	White	-	0.0	Negative
1283		North	Shell	Metal	White	-	0.0	Negative
1284		North	Structural Steel	Metal	White	-	0.0	Negative
1285	Power Shed	North	Exterior Panel	Wood	White	-	0.0	Negative
1286	Change Area	East	Siding	Metal	White	-	0.0	Negative
1287		East	Wall	Wallboard	White	-	0.0	Negative
1288		South	Structural Steel	Metal	White	-	0.0	Negative
1289	Exterior	South	Shell	Metal	White	-	0.0	Negative
1290		South	Exterior Panel	Wood	White	-	0.0	Negative
1291		South	Exterior Panel	Wood	White	-	0.0	Negative
1292	Cage	East	Post Foundation	Metal	Yellow	-	1.2	Positive
1293		East	Post Foundation	Metal	Yellow	-	0.9	Positive
1294		East	Post Foundation	Metal	Yellow	-	0.7	Positive

Index	Room	Side	Component	Substrate	Color	Condition	PbC	XRF Result
1300	Exterior	South	Wall	Metal	Blue	-	0.0	Negative
1301		North	Wall	Metal	Blue	-	0.2	Negative
1302		East	Wall	Metal	Blue	-	0.0	Positive

Report Date: August 23, 2021

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ORION Project No. O21-0501



Tested on August 11, 2021

Chris Grysho

Index	Room	Side	Component	Substrate	Color	Condition	Calibration	Result	PbC
Index	Room	Side	Component	Substrate	Color	Condition	PbC	XRF Result	
1155					White		NIST 2570	Pass	0.0
1156					White		NIST 2570	Pass	0.0
1157					White		NIST 2570	Pass	0.0
1158					Red		NIST 2573	Pass	1.1
1159					Red		NIST 2573	Pass	1.1
1160					Red		NIST 2573	Pass	1.1
1161	Main	West	Structural Steel	Metal	Gray	-	0.0	Negative	
1162		West	Structural Steel	Metal	Gray	-	0.0	Negative	
1163		North	Structural Steel	Metal	Gray	-	0.0	Negative	
1164		North	Structural Steel	Metal	Gray	-	0.0	Negative	
1165		East	Structural Steel	Metal	Gray	-	0.0	Negative	
1166		East	Structural Steel	Metal	Gray	-	0.0	Negative	
1167		South	Structural Steel	Metal	Gray	-	0.0	Negative	
1168		South	Structural Steel	Metal	Gray	-	0.0	Negative	
1169		West	Fire Door	Metal	Gray	-	0.0	Negative	
1170		West	Garage Door	Metal	White	-	0.0	Negative	
1171		North	Fire Door	Metal	Gray	-	0.0	Negative	
1172		East	Garage Door	Metal	White	-	0.0	Negative	
1173		East	Fire Door	Metal	Gray	-	0.0	Negative	
1174		South	Fire Door	Metal	Gray	-	0.0	Negative	
1175		South	Interior Door	Metal	Blue	-	0.0	Negative	
1176		South	Interior Door	Metal	White	-	0.0	Negative	
1177		South	Siding	Wood	White	-	0.0	Negative	
1178		South	Trim	Wood	Blue	-	0.0	Negative	
1179		South	Crash Post	Concrete	Yellow	-	0.4	Positive	
1180		South	Stairs	Metal	Blue	-	0.0	Negative	
1181		South	Wall	Wood	Yellow	-	0.0	Negative	
1182		South	Support Post	Metal	Yellow	-	1.2	Positive	
1183		South	Support Post	Metal	Yellow	-	0.9	Positive	
1184		South	Support Post	Metal	Yellow	-	0.7	Positive	
1185		West	Crash Post	Concrete	Yellow	-	1.5	Positive	
1186		Center	Extinguisher Mark	Metal	Red	-	0.0	Negative	

Report Date: August 23, 2021

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ORION Project No. O21-0501

Tested on August 11, 2021

Chris Grysho

Index	Room	Side	Component	Substrate	Color	Condition	PbC	XRF Result
1187	Main	East	Extinguisher Mark	Metal	Red	-	0.0	Negative
1188		Center	Airline Post	Metal	Yellow	-	0.0	Negative
1189		Center	Airline Post	Metal	Yellow	-	0.5	Positive
1190		Center	Chain Rail	Metal	Yellow	-	0.2	Positive
1191		Center	Chain Rail	Metal	Yellow	-	0.3	Positive
1192		Center	Trench	Concrete	White	-	0.0	Negative
1193		Center	Trench	Concrete	White	-	0.0	Negative
1194		Center	Floor Paint	Concrete	Yellow		0.0	Negative
1195		Center	Floor Paint	Concrete	Yellow		0.0	Negative
1196		Center	Floor Paint	Concrete	Yellow		0.0	Negative
1197		Center	Floor Paint	Concrete	Yellow		0.0	Negative
1198		North	Crane Arm	Metal	Yellow		0.0	Negative
1199	Break Room	South	Wall	Wallboard	White		0.0	Negative
1200		South	Wall	Wallboard	White		0.0	Negative
1201		South	Wall	Wallboard	White		0.0	Negative
1202		South	Wall	Wallboard	White		0.0	Negative
1203	Office	South	Wall	Wallboard	White		0.0	Negative
1204		South	Wall	Wallboard	White		0.0	Negative
1205		South	Wall	Wallboard	White		0.0	Negative
1206		South	Wall	Wallboard	White		0.0	Negative
1207	Men's Room	South	Wall	Wallboard	White		0.0	Negative
1208		South	Wall	Wallboard	White		0.0	Negative
1209	Women's room	South	Wall	Wallboard	White		0.0	Negative
1210		South	Wall	Wallboard	White		0.0	Negative
1211	Office 1	South	Wall	Wallboard	White		0.0	Negative
1212		South	Wall	Wallboard	White		0.0	Negative
1213		North	Wall	Wallboard	White		0.0	Negative
1214	Office 2	South	Wall	Wallboard	White		0.0	Negative
1215	Office 3	East	Wall	Wallboard	White		0.0	Negative
1216	Room 2	North	Wall	Wallboard	White		0.0	Negative
1217	Room 3	South	Wall	Wallboard	White		0.0	Negative
1218		South	Wall	Wallboard	White		0.0	Negative
1219	Room 4	South	Wall	Wallboard	White		0.5	Positive

Report Date: August 23, 2021

Page 2 of 3

ORION Project No. O21-0501

Tested on August 11, 2021

Chris Grysho

Index	Room	Side	Component	Substrate	Color	Condition	PbC	XRF Result
1220	Room 5	South	Wall	Wallboard	White	-	0.0	Negative
1221	Room 6	West	Wall	Wallboard	White	-	0.0	Negative
1222	Room 2	North	Siding	Wood	White	-	0.0	Negative
1223	Office Supplies	North	Trim	Wood	Blue		0.0	Negative
1224		North	Door	Metal	Blue		0.0	Negative
1225	Walkway	North	Safety Rail	Metal	Blue		0.0	Negative
1226		West	Safety Rail	Metal	Gray		0.0	Negative
1227	Exterior	South	Siding	Metal	Gray		0.0	Negative
1228		West	Siding	Metal	Gray		0.0	Negative

# Appendix B

## City of Tacoma Building Demolition Permits



# CITY OF TACOMA

Planning and Development Services

(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC24-0007

Issued Date: 01/17/2025

Expiration Date: 07/16/2025

### SITE INFORMATION

Address: 1131 E ALEXANDER AVE

Parcel: 0320013143

#### PERMIT ISSUED TO

PORT OF TACOMA  
REAL ESTATE DEPT  
TACOMA, WA 98401

#### LICENSED CONTRACTOR

#### PROPERTY OWNER

PORT OF TACOMA  
REAL ESTATE DEPT  
TACOMA, WA 98401

### PERMIT INFORMATION

**Project Description:** Demolish 26982SF machine shop building down to foundation

**Permit Fee:** \$376.00

**Project Coordinator:** N/A

**Related Site Record:** N/A

**Related Land Use Record:** N/A

### CONDITIONS OF APPROVAL

To schedule or manage inspections by phone (253) 573-2587 or online at [aca-prod.accela.com/TACOMA/](http://aca-prod.accela.com/TACOMA/)

#### PRINTED PERMIT AND APPROVED PLANS MUST BE KEPT ON SITE DURING CONSTRUCTION

All plumbing, heating, and electrical work will be performed by either the home owner or by a contractor licensed to do the same. Separate permits are required for other work, including but not limited to, sanitary and storm sewer, sidewalk, curb and gutter, driveways, parking lot paving, street improvements, fire protection, and signs. Plumbing and mechanical permits can be incorporated into some permits.

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# CITY OF TACOMA

Planning and Development Services

(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC24-0007

Issued Date: 01/17/2025

Expiration Date: 07/16/2025

### VALUATIONS

**Estimated Valuation:**

\$581,462

Page 1 of 6



# CITY OF TACOMA

Planning and Development Services  
(253) 591-5030

747 Market St. 3rd Floor  
Tacoma, WA 98402  
Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC24-0007

Issued Date: 01/17/2025

Expiration Date: 07/16/2025

### PROJECT DETAILS

Company Job ID Number:

Night or Weekend Work:

Port of Tacoma

NO

**Utility Work:**

Utilities will be disconnected and decommissioned per plan.

### BUILDING INFORMATION

Total floor Area:

26982



# CITY OF TACOMA

Planning and Development Services

(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC24-0007

Issued Date: 01/17/2025

Expiration Date: 07/16/2025

### APPROVED REVIEWERS

Category	Approved By	Email	Phone Number
Building Review	Shawn Bliss	sbliss@cityoftacoma.org	253-345-8357
Critical Areas Review	Bri Breeden	bbreeden@cityoftacoma.org	
Critical Areas Review	Lisa Spadoni	lspadoni@cityoftacoma.org	253-377-3310
Flood Hazard Review	Quyen Thai	qthai@cityoftacoma.org	253-254-8796
Historic Review	Reuben McKnight	reuben.mcknight@cityoftacoma.org	253-686-8468
Land Use Review	Kristina Haycock	khaycock@cityoftacoma.org	253-591-5845
Land Use Review	Shirley Schultz	shirley.schultz@cityoftacoma.org	253-345-0879
Site Development Review	Joy Rodriguez	jrodrigu@cityoftacoma.org	253-312-3513
Traffic Review	Jennifer Kammerzell	jkammerzell@cityoftacoma.org	253-591-5511

**GENERAL:**

PERMISSION IS HEREBY GIVEN TO DO THE DESCRIBED WORK, AS NOTED ON THE REVERSE SIDE, ACCORDING TO THE CONDITIONS HEREON AND ACCORDING TO THE APPROVED PLANS AND SPECIFICATIONS PERTAINING THERETO, SUBJECT TO COMPLIANCE WITH THE ORDINANCES OF THE CITY OF TACOMA. ,

YOUR ATTENTION IS CALLED TO THE FACT THAT IT SHALL BE THE DUTY OF THE PERMITTEE (General Contractor) to assure that all necessary inspections are called for and approved by the City Inspectors.

YOUR ATTENTION IS CALLED to the fact that in addition to the called for inspections specified by the applicable codes, the Building Official may make or require any other inspections of any construction work necessary to ascertain compliance with the provisions of City Codes and other laws which are enforced by the City of Tacoma.

YOUR ATTENTION IS CALLED to the fact that in addition to regularly scheduled inspections during construction there shall be a final inspection and approval on all buildings or structures when completed and ready for occupancy. All required off-site improvements (curbs, sidewalks, storm sewers, etc.) must be completed at time a final inspection and prior to occupancy of building. Construction of off-site improvements requires scheduled inspections during construction in addition to the final inspection.

**SPECIAL PERMITS**

The holder of Special Permits agrees to the following stipulations:

1. To complete the work encompassed by the Special Permit in accordance with the current edition of the WSDOTIAFWA Standard Specifications as amended by the City of Tacoma General Special Provisions and in accordance with any special provisions or conditions set forth before final acceptance as required by the provisions of the Street Obstruction Bond.
2. To indemnify and hold the City of Tacoma harmless from any and all damages done to any person or property which may arise from the construction encompassed by the Special Permit.
3. To submit for review and approval to the Traffic Engineer a traffic control plan developed in accordance with the "Manual on Uniform Traffic Control Devices" (MUTCD). The traffic control plan shall show pedestrian access through the work zone.
4. To protect the public by placing adequate barricades, signs, cones, lights or other traffic control devices in accordance with the approved traffic control plan. It is understood that traffic lane closures and or sidewalk closures are limited to that which is specifically permitted herein. No other closures will be allowed without prior written approval of the City Engineer.
5. To provide and maintain protected pedestrian and ADA compliant disability access on walkways at all times.
6. The City of Tacoma does not guarantee sewer location or depth information. It shall be the permittee's responsibility to verify sewer and sewer stub locations and depths.
7. To restore Rights-of-Way in accordance with the City's Rights-of-Way Restoration Policy and City of Tacoma Standard Plans
8. Trench backfill within all improved streets or streets proposed for improvement shall be full depth bank run gravel or approved equal by the Construction Division.
9. All cuts in arterial streets shall be patched and maintained with Hot Mix Asphalt until permanent repairs are completed. All cuts in residential streets or alleys shall be patched and maintained with cold mix asphalt until permanent repairs are made. Permanent repairs shall be per current City of Tacoma Standard Plans. Streets and alleys shall be permanently repaired within 30 days.
10. To be responsible for the preservation of any utilities within the construction area.

**CALL TOLL FREE BEFORE YOU DIG -1-800-424-5555 (Utilities Underground Location Center)**

11. 24 Hour notice is required prior to any inspection. Construction Division 253-591-5760, Traffic Signals/Streetlight 253-591-5287.
12. The Special Permit Expiration date is 30 days from the issue date unless otherwise noted.

The City of Tacoma encourages the reuse and recycling of construction and demolition debris to help meet its waste reduction goals and support local economic activity. More information on construction and demolition material reuse/recycling along with a list of local companies can be found here:

- [Construction and Demolition Waste](#)
- [Reuse/Recycling Companies](#)

## **Reinspections for Building, Plumbing, and Mechanical Permits**

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**Reinspection fees will be charged per authorized fee code Title 2.09 under the following circumstances:**

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### **Appeal of a reinspection fee?**

If you were issued a re-inspection fee that you believe was un-warranted, you may appeal the fee by submitting a written explanation of the circumstances. The appeal must be submitted to our office at: Planning & Development Services, 747 Market St Rm 345, Tacoma WA, 98402 or via e-mail at: [pdsinspection@cityoftacoma.org](mailto:pdsinspection@cityoftacoma.org)

### **The appeal must include the following items:**

1. Written explanation for appeal submitted in writing
2. Include owner/contractor name
3. Include contact phone and email address
4. Include Permit number and address

**A Decision will be rendered within three (3) business days**



# CITY OF TACOMA

Planning and Development Services

(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0007

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### SITE INFORMATION

Address: 1131 E ALEXANDER AVE

Parcel: 0320013143

#### PERMIT ISSUED TO

PORT OF TACOMA  
REAL ESTATE DEPT  
TACOMA, WA 98401

#### LICENSED CONTRACTOR

#### PROPERTY OWNER

PORT OF TACOMA  
REAL ESTATE DEPT  
TACOMA, WA 98401

### PERMIT INFORMATION

**Project Description:** Demolish 313SF paint storage  
building down to foundation

**Permit Fee:** \$387.70

**Project Coordinator:** N/A

**Related Site Record:** N/A

**Related Land Use Record:** N/A

### CONDITIONS OF APPROVAL

To schedule or manage inspections by phone (253) 573-2587 or online at [aca-prod.accela.com/TACOMA/](http://aca-prod.accela.com/TACOMA/)

#### PRINTED PERMIT AND APPROVED PLANS MUST BE KEPT ON SITE DURING CONSTRUCTION

All plumbing, heating, and electrical work will be performed by either the home owner or by a contractor licensed to do the same. Separate permits are required for other work, including but not limited to, sanitary and storm sewer, sidewalk, curb and gutter, driveways, parking lot paving, street improvements, fire protection, and signs. Plumbing and mechanical permits can be incorporated into some permits.

Page 1 of 6



# CITY OF TACOMA

Planning and Development Services

(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0007

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### VALUATIONS

**Estimated Valuation:**

\$6,745

Page 1 of 6



# CITY OF TACOMA

Planning and Development Services  
(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0007

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### PROJECT DETAILS

**Night or Weekend Work:**

NO

**Utility Work:**

Utilities will be disconnected and decommissioned per plan.

### BUILDING INFORMATION

**Total floor Area:**

313



# CITY OF TACOMA

Planning and Development Services  
(253) 591-5030

747 Market St. 3rd Floor  
Tacoma, WA 98402  
Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0007

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### APPROVED REVIEWERS

Category	Approved By	Email	Phone Number
Critical Areas Review	Emma Burnfield	eburnfield@cityoftacoma.org	

**GENERAL:**

PERMISSION IS HEREBY GIVEN TO DO THE DESCRIBED WORK, AS NOTED ON THE REVERSE SIDE, ACCORDING TO THE CONDITIONS HEREON AND ACCORDING TO THE APPROVED PLANS AND SPECIFICATIONS PERTAINING THERETO, SUBJECT TO COMPLIANCE WITH THE ORDINANCES OF THE CITY OF TACOMA. ,

YOUR ATTENTION IS CALLED TO THE FACT THAT IT SHALL BE THE DUTY OF THE PERMITTEE (General Contractor) to assure that all necessary inspections are called for and approved by the City Inspectors.

YOUR ATTENTION IS CALLED to the fact that in addition to the called for inspections specified by the applicable codes, the Building Official may make or require any other inspections of any construction work necessary to ascertain compliance with the provisions of City Codes and other laws which are enforced by the City of Tacoma.

YOUR ATTENTION IS CALLED to the fact that in addition to regularly scheduled inspections during construction there shall be a final inspection and approval on all buildings or structures when completed and ready for occupancy. All required off-site improvements (curbs, sidewalks, storm sewers, etc.) must be completed at time a final inspection and prior to occupancy of building. Construction of off-site improvements requires scheduled inspections during construction in addition to the final inspection.

**SPECIAL PERMITS**

The holder of Special Permits agrees to the following stipulations:

1. To complete the work encompassed by the Special Permit in accordance with the current edition of the WSDOTIAFWA Standard Specifications as amended by the City of Tacoma General Special Provisions and in accordance with any special provisions or conditions set forth before final acceptance as required by the provisions of the Street Obstruction Bond.
2. To indemnify and hold the City of Tacoma harmless from any and all damages done to any person or property which may arise from the construction encompassed by the Special Permit.
3. To submit for review and approval to the Traffic Engineer a traffic control plan developed in accordance with the "Manual on Uniform Traffic Control Devices" (MUTCD). The traffic control plan shall show pedestrian access through the work zone.
4. To protect the public by placing adequate barricades, signs, cones, lights or other traffic control devices in accordance with the approved traffic control plan. It is understood that traffic lane closures and or sidewalk closures are limited to that which is specifically permitted herein. No other closures will be allowed without prior written approval of the City Engineer.
5. To provide and maintain protected pedestrian and ADA compliant disability access on walkways at all times.
6. The City of Tacoma does not guarantee sewer location or depth information. It shall be the permittee's responsibility to verify sewer and sewer stub locations and depths.
7. To restore Rights-of-Way in accordance with the City's Rights-of-Way Restoration Policy and City of Tacoma Standard Plans
8. Trench backfill within all improved streets or streets proposed for improvement shall be full depth bank run gravel or approved equal by the Construction Division.
9. All cuts in arterial streets shall be patched and maintained with Hot Mix Asphalt until permanent repairs are completed. All cuts in residential streets or alleys shall be patched and maintained with cold mix asphalt until permanent repairs are made. Permanent repairs shall be per current City of Tacoma Standard Plans. Streets and alleys shall be permanently repaired within 30 days.
10. To be responsible for the preservation of any utilities within the construction area.

**CALL TOLL FREE BEFORE YOU DIG -1-800-424-5555 (Utilities Underground Location Center)**

11. 24 Hour notice is required prior to any inspection. Construction Division 253-591-5760, Traffic Signals/Streetlight 253-591-5287.
12. The Special Permit Expiration date is 30 days from the issue date unless otherwise noted.

The City of Tacoma encourages the reuse and recycling of construction and demolition debris to help meet its waste reduction goals and support local economic activity. More information on construction and demolition material reuse/recycling along with a list of local companies can be found here:

- [Construction and Demolition Waste](#)
- [Reuse/Recycling Companies](#)

## **Reinspections for Building, Plumbing, and Mechanical Permits**

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### **Appeal of a reinspection fee?**

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### **The appeal must include the following items:**

1. Written explanation for appeal submitted in writing
2. Include owner/contractor name
3. Include contact phone and email address
4. Include Permit number and address

**A Decision will be rendered within three (3) business days**



# CITY OF TACOMA

Planning and Development Services

(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0008

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### SITE INFORMATION

Address: 1131 E ALEXANDER AVE

Parcel: 0320013143

#### PERMIT ISSUED TO

PORT OF TACOMA  
REAL ESTATE DEPT  
TACOMA, WA 98401

#### LICENSED CONTRACTOR

#### PROPERTY OWNER

PORT OF TACOMA  
REAL ESTATE DEPT  
TACOMA, WA 98401

### PERMIT INFORMATION

**Project Description:** Demolish 1493SF maintenance building down to foundation

**Permit Fee:** \$387.70

**Project Coordinator:** N/A

**Related Site Record:** N/A

**Related Land Use Record:** N/A

### CONDITIONS OF APPROVAL

To schedule or manage inspections by phone (253) 573-2587 or online at [aca-prod.accela.com/TACOMA/](http://aca-prod.accela.com/TACOMA/)

#### PRINTED PERMIT AND APPROVED PLANS MUST BE KEPT ON SITE DURING CONSTRUCTION

All plumbing, heating, and electrical work will be performed by either the home owner or by a contractor licensed to do the same. Separate permits are required for other work, including but not limited to, sanitary and storm sewer, sidewalk, curb and gutter, driveways, parking lot paving, street improvements, fire protection, and signs. Plumbing and mechanical permits can be incorporated into some permits.

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# CITY OF TACOMA

Planning and Development Services

(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0008

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### VALUATIONS

**Estimated Valuation:**

\$32,174

Page 1 of 6



# CITY OF TACOMA

Planning and Development Services  
(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0008

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### PROJECT DETAILS

**Night or Weekend Work:**

NO

**Utility Work:**

Utilities will be disconnected and decommissioned per plan.

### BUILDING INFORMATION

**Total floor Area:**

1493



# CITY OF TACOMA

Planning and Development Services  
(253) 591-5030

747 Market St. 3rd Floor  
Tacoma, WA 98402  
Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0008

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### APPROVED REVIEWERS

Category	Approved By	Email	Phone Number
Critical Areas Review	Emma Burnfield	eburnfield@cityoftacoma.org	

**GENERAL:**

PERMISSION IS HEREBY GIVEN TO DO THE DESCRIBED WORK, AS NOTED ON THE REVERSE SIDE, ACCORDING TO THE CONDITIONS HEREON AND ACCORDING TO THE APPROVED PLANS AND SPECIFICATIONS PERTAINING THERETO, SUBJECT TO COMPLIANCE WITH THE ORDINANCES OF THE CITY OF TACOMA. ,

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**SPECIAL PERMITS**

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1. To complete the work encompassed by the Special Permit in accordance with the current edition of the WSDOTIAFWA Standard Specifications as amended by the City of Tacoma General Special Provisions and in accordance with any special provisions or conditions set forth before final acceptance as required by the provisions of the Street Obstruction Bond.
2. To indemnify and hold the City of Tacoma harmless from any and all damages done to any person or property which may arise from the construction encompassed by the Special Permit.
3. To submit for review and approval to the Traffic Engineer a traffic control plan developed in accordance with the "Manual on Uniform Traffic Control Devices" (MUTCD). The traffic control plan shall show pedestrian access through the work zone.
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5. To provide and maintain protected pedestrian and ADA compliant disability access on walkways at all times.
6. The City of Tacoma does not guarantee sewer location or depth information. It shall be the permittee's responsibility to verify sewer and sewer stub locations and depths.
7. To restore Rights-of-Way in accordance with the City's Rights-of-Way Restoration Policy and City of Tacoma Standard Plans
8. Trench backfill within all improved streets or streets proposed for improvement shall be full depth bank run gravel or approved equal by the Construction Division.
9. All cuts in arterial streets shall be patched and maintained with Hot Mix Asphalt until permanent repairs are completed. All cuts in residential streets or alleys shall be patched and maintained with cold mix asphalt until permanent repairs are made. Permanent repairs shall be per current City of Tacoma Standard Plans. Streets and alleys shall be permanently repaired within 30 days.
10. To be responsible for the preservation of any utilities within the construction area.

**CALL TOLL FREE BEFORE YOU DIG -1-800-424-5555 (Utilities Underground Location Center)**

11. 24 Hour notice is required prior to any inspection. Construction Division 253-591-5760, Traffic Signals/Streetlight 253-591-5287.
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The City of Tacoma encourages the reuse and recycling of construction and demolition debris to help meet its waste reduction goals and support local economic activity. More information on construction and demolition material reuse/recycling along with a list of local companies can be found here:

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4. Include Permit number and address

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# CITY OF TACOMA

Planning and Development Services

(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0009

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### SITE INFORMATION

Address: 1131 E ALEXANDER AVE

Parcel: 0320013143

#### PERMIT ISSUED TO

PORT OF TACOMA  
REAL ESTATE DEPT  
TACOMA, WA 98401

#### LICENSED CONTRACTOR

#### PROPERTY OWNER

PORT OF TACOMA  
REAL ESTATE DEPT  
TACOMA, WA 98401

### PERMIT INFORMATION

**Project Description:** Demolish 336SF paint shop  
office building down to foundation

**Permit Fee:** \$387.70

**Project Coordinator:** N/A

**Related Site Record:** N/A

**Related Land Use Record:** N/A

### CONDITIONS OF APPROVAL

To schedule or manage inspections by phone (253) 573-2587 or online at [aca-prod.accela.com/TACOMA/](http://aca-prod.accela.com/TACOMA/)

#### PRINTED PERMIT AND APPROVED PLANS MUST BE KEPT ON SITE DURING CONSTRUCTION

All plumbing, heating, and electrical work will be performed by either the home owner or by a contractor licensed to do the same. Separate permits are required for other work, including but not limited to, sanitary and storm sewer, sidewalk, curb and gutter, driveways, parking lot paving, street improvements, fire protection, and signs. Plumbing and mechanical permits can be incorporated into some permits.

Page 1 of 6



# CITY OF TACOMA

Planning and Development Services

(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0009

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### VALUATIONS

**Estimated Valuation:**

\$7,240

Page 1 of 6



# CITY OF TACOMA

Planning and Development Services  
(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0009

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### PROJECT DETAILS

**Night or Weekend Work:**

NO

**Utility Work:**

Utilities will be disconnected and decommissioned per plan.

### BUILDING INFORMATION

**Total floor Area:**

336



# CITY OF TACOMA

Planning and Development Services  
(253) 591-5030

747 Market St. 3rd Floor  
Tacoma, WA 98402  
Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0009

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### APPROVED REVIEWERS

Category	Approved By	Email	Phone Number
Critical Areas Review	Emma Burnfield	eburnfield@cityoftacoma.org	

**GENERAL:**

PERMISSION IS HEREBY GIVEN TO DO THE DESCRIBED WORK, AS NOTED ON THE REVERSE SIDE, ACCORDING TO THE CONDITIONS HEREON AND ACCORDING TO THE APPROVED PLANS AND SPECIFICATIONS PERTAINING THERETO, SUBJECT TO COMPLIANCE WITH THE ORDINANCES OF THE CITY OF TACOMA. ,

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**SPECIAL PERMITS**

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1. To complete the work encompassed by the Special Permit in accordance with the current edition of the WSDOTIAFWA Standard Specifications as amended by the City of Tacoma General Special Provisions and in accordance with any special provisions or conditions set forth before final acceptance as required by the provisions of the Street Obstruction Bond.
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**CALL TOLL FREE BEFORE YOU DIG -1-800-424-5555 (Utilities Underground Location Center)**

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12. The Special Permit Expiration date is 30 days from the issue date unless otherwise noted.

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1. Written explanation for appeal submitted in writing
2. Include owner/contractor name
3. Include contact phone and email address
4. Include Permit number and address

**A Decision will be rendered within three (3) business days**



# CITY OF TACOMA

Planning and Development Services

(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0010

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### SITE INFORMATION

Address: 1131 E ALEXANDER AVE

Parcel: 0320013143

#### PERMIT ISSUED TO

PORT OF TACOMA  
REAL ESTATE DEPT  
TACOMA, WA 98401

#### LICENSED CONTRACTOR

#### PROPERTY OWNER

PORT OF TACOMA  
REAL ESTATE DEPT  
TACOMA, WA 98401

### PERMIT INFORMATION

**Project Description:** Demolish 2887SF storage bays  
down to foundation

**Permit Fee:** \$387.70

**Project Coordinator:** N/A

**Related Site Record:** N/A

**Related Land Use Record:** N/A

### CONDITIONS OF APPROVAL

To schedule or manage inspections by phone (253) 573-2587 or online at [aca-prod.accela.com/TACOMA/](http://aca-prod.accela.com/TACOMA/)

#### PRINTED PERMIT AND APPROVED PLANS MUST BE KEPT ON SITE DURING CONSTRUCTION

All plumbing, heating, and electrical work will be performed by either the home owner or by a contractor licensed to do the same. Separate permits are required for other work, including but not limited to, sanitary and storm sewer, sidewalk, curb and gutter, driveways, parking lot paving, street improvements, fire protection, and signs. Plumbing and mechanical permits can be incorporated into some permits.

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# CITY OF TACOMA

Planning and Development Services

(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0010

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### VALUATIONS

**Estimated Valuation:**

\$62,214

Page 1 of 6



# CITY OF TACOMA

Planning and Development Services  
(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0010

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### PROJECT DETAILS

**Night or Weekend Work:**

NO

**Utility Work:**

Utilities will be disconnected and decommissioned per plan.

### BUILDING INFORMATION

**Total floor Area:**

2887



# CITY OF TACOMA

Planning and Development Services  
(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0010

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### APPROVED REVIEWERS

Category	Approved By	Email	Phone Number
Critical Areas Review	Emma Burnfield	eburnfield@cityoftacoma.org	

**GENERAL:**

PERMISSION IS HEREBY GIVEN TO DO THE DESCRIBED WORK, AS NOTED ON THE REVERSE SIDE, ACCORDING TO THE CONDITIONS HEREON AND ACCORDING TO THE APPROVED PLANS AND SPECIFICATIONS PERTAINING THERETO, SUBJECT TO COMPLIANCE WITH THE ORDINANCES OF THE CITY OF TACOMA. ,

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2. Include owner/contractor name
3. Include contact phone and email address
4. Include Permit number and address

**A Decision will be rendered within three (3) business days**



# CITY OF TACOMA

Planning and Development Services

(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0011

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### SITE INFORMATION

Address: 1131 E ALEXANDER AVE

Parcel: 0320013143

#### PERMIT ISSUED TO

PORT OF TACOMA  
REAL ESTATE DEPT  
TACOMA, WA 98401

#### LICENSED CONTRACTOR

#### PROPERTY OWNER

PORT OF TACOMA  
REAL ESTATE DEPT  
TACOMA, WA 98401

### PERMIT INFORMATION

**Project Description:** Demolish 3989SF oven tunnel  
and 311SF over locked room down to the  
foundations

**Permit Fee:** \$387.70

**Project Coordinator:** N/A

**Related Site Record:** N/A

**Related Land Use Record:** N/A

### CONDITIONS OF APPROVAL

To schedule or manage inspections by phone (253) 573-2587 or online at [aca-prod.accela.com/TACOMA/](http://aca-prod.accela.com/TACOMA/)

#### PRINTED PERMIT AND APPROVED PLANS MUST BE KEPT ON SITE DURING CONSTRUCTION

All plumbing, heating, and electrical work will be performed by either the home owner or by a contractor licensed to do the same. Separate permits are required for other work, including but not limited to, sanitary and storm sewer, sidewalk, curb and gutter, driveways, parking lot paving, street improvements, fire protection, and signs. Plumbing and mechanical permits can be incorporated into some permits.

Page 1 of 6



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Planning and Development Services

(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0011

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### VALUATIONS

**Estimated Valuation:**

\$92,665

Page 1 of 6



# CITY OF TACOMA

Planning and Development Services  
(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0011

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### PROJECT DETAILS

**Night or Weekend Work:**

NO

**Utility Work:**

Utilities will be disconnected and decommissioned per plan.

### BUILDING INFORMATION

**Total floor Area:**

4300



# CITY OF TACOMA

Planning and Development Services  
(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

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## Commercial Demolition Permit #DEMOC25-0011

Issued Date: 01/27/2025

Expiration Date: 07/26/2025

### APPROVED REVIEWERS

Category	Approved By	Email	Phone Number
Critical Areas Review	Emma Burnfield	eburnfield@cityoftacoma.org	

**GENERAL:**

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# CITY OF TACOMA

Planning and Development Services

(253) 591-5030

747 Market St. 3rd Floor

Tacoma, WA 98402

Inspections (253) 573-2587

## Commercial Demolition Permit #DEMOC25-0012

Issued Date: 01/23/2025

Expiration Date: 07/22/2025

### SITE INFORMATION

Address: 1131 E ALEXANDER AVE

Parcel: 0320013143

#### PERMIT ISSUED TO

#### LICENSED CONTRACTOR

#### PROPERTY OWNER

PORT OF TACOMA

REAL ESTATE DEPT

TACOMA, WA 98401

### PERMIT INFORMATION

**Project Description:** Demolish 1449SF safety office building down to foundation

**Permit Fee:** \$387.70

**Project Coordinator:** N/A

**Related Site Record:** N/A

**Related Land Use Record:** N/A

### CONDITIONS OF APPROVAL

To schedule or manage inspections by phone (253) 573-2587 or online at [aca-prod.accela.com/TACOMA/](http://aca-prod.accela.com/TACOMA/)

#### PRINTED PERMIT AND APPROVED PLANS MUST BE KEPT ON SITE DURING CONSTRUCTION

All plumbing, heating, and electrical work will be performed by either the home owner or by a contractor licensed to do the same. Separate permits are required for other work, including but not limited to, sanitary and storm sewer, sidewalk, curb and gutter, driveways, parking lot paving, street improvements, fire protection, and signs. Plumbing and mechanical permits can be incorporated into some permits.

Page 1 of 6



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Tacoma, WA 98402

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Issued Date: 01/23/2025

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### VALUATIONS

**Estimated Valuation:**

\$31,225

Page 1 of 6



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Tacoma, WA 98402

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### PROJECT DETAILS

**Night or Weekend Work:**

NO

**Utility Work:**

Utilities will be disconnected and decommissioned per plan.

### BUILDING INFORMATION

**Total floor Area:**

1449



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Critical Areas Review	Emma Burnfield	eburnfield@cityoftacoma.org	

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# Appendix C

## Construction Stormwater Pollution Prevention Plan Short Form

## **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.

The City's govMe site (<http://www.govme.org>) may be used to find much of the information needed to complete this form, such as adjacent areas, topography, critical areas, the downstream drainage path, and information concerning onsite features.

## **PROJECT NARRATIVE**

The Construction SWPPP Short Form narrative must be completed as 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)**

New Structure       Building Addition       Grading/Excavation  
 Paving       Utilities       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:

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

1. Describe the existing vegetation on the site. (Check all that apply)  
 Forest     Pasture/field grass     Pavement     Landscaping     Brush  
 Trees     Other:
2. Describe how surface water (stormwater) drainage flows across/from the site. (Check all that apply)  
 Sheet Flow     Gutter     Catch Basin     Ditch/Swale     Storm Sewer  
 Stream     Other:
3. Describe any unusual site condition(s) or other features of note.  
 Steep Grades     Large depression     Underground tanks     Springs  
 Easements     Existing structures     Existing utilities     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

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.** (see page 5 for Site Plan requirements)

## 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 2019; City of Tacoma 2016). 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:

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**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. All other dewatering water shall be pumped to a settling container and taken offsite or discharged to the City sewer system. All discharges to the City sewer system require City approval, which may include a Special Approved Discharge (SAD) permit.

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. 2016. Stormwater Management Manual 2016 Edition. Public Works/Environmental Services, Maintenance Division, Tacoma, Washington.

Washington State Department of Ecology (Ecology). 2019. Stormwater Management Manual for Western Washington. Water Quality Program, Lacey, Washington.