

# **PORt OF TACOMA AND THE NORTHWEST SEAPORT ALLIANCE**

**TACOMA, WASHINGTON  
2017 ON-CALL VEGETATION MAINTENANCE**

**PROJECT NO. VARIOUS  
CONTRACT NO. 070653**

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Director, Engineering**

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Project Manager**

**END OF PROJECT TITLE PAGE**

## **PROCUREMENT AND CONTRACTING REQUIREMENTS**

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**THE PORT OF TACOMA AND THE NORTHWEST SEAPORT ALLIANCE ARE CURRENTLY  
ACCEPTING SEALED BIDS FOR:**

**2017 ON-CALL VEGETATION MAINTENANCE**

**PROJECT NO. Various | CONTRACT NO. 070653**

**Scope of Work:**

The work required for this project includes providing all labor, equipment, and materials necessary to provide a comprehensive assortment of vegetation control mechanisms on Port of Tacoma owned property and NWSA leased property. The On Call Vegetation Maintenance will be administered by a series of Task Orders for individual scopes of work on various sites. The work may include, but not limited to, vegetation mowing, cutting, trimming, complete removal and ground stabilization, spraying of invasive and other listed noxious vegetation and similar activities. Work may also include minor grading and excavation, soil import or export and associated improvements. Work on this project will require TWIC credentials and may occur on sites that contain hazardous materials requiring HAZWOPER Trained workers. Work may also occur on sites that contain critical areas and within the shoreline district along waterways and adjacent tributaries.

The Port nor the NWSA does not guarantee a certain amount of work. The work will be assigned by Task Orders; each Task Order will address the scope of the work and time of completion, and shall be performed in accordance with the Specifications and Task Order details.

**Bid Estimate:**

**Not to Exceed (NTE) \$1,000,000**, plus Washington State Sales Tax (WSST).

**Sealed Bid  
Date/Time/  
Location:**

Bids will be received at the Front Reception Desk, Port Administration Office, One Sitcum Plaza, Tacoma, Washington until **10:00 A.M.** on 09/08/2017, at which time they will be publicly opened and read aloud.

**Pre-bid  
Conference and  
Site Tour:**

No Pre-Bid is scheduled for this solicitation.

**Bidding Security:**

Each bid must be accompanied by a Certified Check or Bid Security Bond in an amount equal to five (5) percent of the bid.

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**Contact Information:** All questions are to be put into writing to the Port at [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com). No oral answers will be binding by the Port.

**Bidding Documents:** Specifications, Addenda, and Plan Holders List for this project are available on-line through The Port of Tacoma's Website [www.portoftacoma.com](http://www.portoftacoma.com). Click on "Contracts"; "Procurement", and then the Procurement Number 070653. Bidders must subscribe to the Holder's List on the right hand side of the screen in order to receive automatic email notification of future addenda and to be placed on the Holder's List.

Contact [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) with questions. Holder's Lists will be updated regularly. Additional Instructions available in 00 21 00 - Instructions to Bidders.

**END OF SECTION**

## PART 1 - SUMMARY

### 1.01 DEFINITIONS

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

- A. "Addenda" are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections. The contents of an Addendum are issued in no particular order and therefore should be carefully and completely reviewed.
- B. "Award" means the formal decision by the Port of Tacoma ("Port") notifying a Responsible Bidder with the lowest responsive Bid of the Port's acceptance of the Bid and intent to enter into a Contract with the Bidder.
- C. The "Award Requirements" include the statutory requirements as a condition precedent to Award.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. A "Bidder" is a person or entity who submits a Bid.
- I. The "Bidding Documents" include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, any other sample bidding and contract forms, the Bid Bond, and the proposed Contract Documents, including any Addenda issued prior to the Bid Date.
- J. 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.
- K. 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. BASIS. Its Bid is based upon the materials, systems, services, and equipment required by the Bidding Documents, and is made without exception.
- C. EXAMINATION. The Bidder has carefully examined and understands the Bidding Documents, the Contract Documents (including, but not limited to, any liquidated damages and insurance provisions), and the Project site, including any existing buildings, it has familiarized itself with

the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the proposed Contract Documents and it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished, and all other requirements of the Contract Documents. The Bidder has also satisfied itself as to the conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power and utilities; availability and condition of roads; climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Bidder fully to acquaint itself with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the Work in accordance with, and for the Contract Sum and within the Contract Time provided for in, the Contract Documents.

- D. 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.
- E. 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.
- F. LICENSE REQUIREMENTS. Bidders and Sub-Bidders shall be registered and shall hold such licenses as may be required by the laws of Washington, including a certificate of registration in compliance with RCW 18.27, for the performance of the Work specified in the Contract Documents.
- G. 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 email request to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) at least seven (7) days prior to the Bid Date.
5. **Request to Modify Responsibility Criteria.** No later than 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. ADDENDA

1. **Distribution.** All Addenda will be written and will be distributed through the Port of Tacoma's internal website; <https://www.portoftacoma.com/contracts/procurement> 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 components bids to a total or the identification of component amounts within a total. In case of discrepancy between unit prices listed and their sum(s), the unit prices listed shall govern (rather than the sum).
4. Initial Changes. Any interlineation, alteration or erasure shall be initialed by an authorized representative of the Bidder.
5. Bid Breakdown. The Bid Form may contain, for the Port's accounting purposes only, a breakdown of some or all of the components included in the Base Bid.
  - a. For lump sum bids the total Contract Sum shall be submitted.
  - b. For unit price bids a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the total Contract Sum.
6. No Conditions. The Bidder shall make no conditions or stipulations on the Bid Form nor qualify its Bid in any manner.
7. 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
8. Bid Amounts Do Not Include Sales Tax. The Work to be performed constitutes a "retail sale" as this term is defined in RCW 82.04.050. Thus, the Base Bid amount shall include in the sum stated all taxes imposed by law, EXCEPT WASHINGTON STATE AND LOCAL SALES TAX. The engaged Contractor will pay retail sales tax on all consumables used during the performance of the Work and on all items that are not incorporated into the final Work; this tax shall be included in the Base Bid price and in any other prices set forth on the Bid Form. The Port will pay state and local retail sales tax on each progress payment and final payment to the engaged Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government.

### B. 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.

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- a. If a Bid is mailed, it shall be addressed to the Port of Tacoma, Contracts Department, One Sitzum Plaza, Tacoma, WA 98421.
  - b. If a Bid is delivered, it shall be delivered to the Front Reception Desk, Port of Tacoma, One Sitzum Plaza, Tacoma, WA 98421.
  - c. The time stamp clock at the Front Reception Desk at One Sitzum 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.

C. MODIFICATION OR WITHDRAWAL OF BID

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

D. COMMUNICATIONS

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

1.05 CONSIDERATION OF BIDS

- A. OPENING OF BIDS: Unless stated otherwise in the Advertisement or Invitation to Bid or an Addendum, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and any Alternate Bids will promptly (and generally within 24 hours) be made available to Bidders and other interested parties.
- B. REJECTION OF BIDS: The Port shall have the right but not the obligation to reject any or all Bids for any reason or for no reason, to reject a Bid not accompanied by the required Bid security, or to reject a Bid which is in any way incomplete or irregular.
- C. BIDDING MISTAKES: The Port will not be obligated to consider notice of claimed Bid mistakes received more than 24 hours after the Bid Date. In accordance with Washington law, a low

Bidder that claims error and fails to enter into the Contract is prohibited from Bidding on the Project if a subsequent call for Bids is made for the Project.

**D. ACCEPTANCE OF BID (AWARD)**

1. Intent to Accept. The Port intends (but is not bound) to Award a Contract to the Responsible Bidder with the lowest responsive Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Port has the right to waive any informality or irregularity in any Bid(s) received and to accept the Bid which, in its judgment, is in its own best interests.
2. Requirements for Award. Before the Award, the lowest responsive Bidder must be deemed Responsible by the Port and must satisfy all Award Requirements.

**E. BID PROTEST PROCEDURES**

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

**1.06 POST BID INFORMATION**

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

1. Responsibility Detail Form. Within 24 hours of the Low Responsive Bidder Selection Notification, the apparent low Bidder shall submit to the Port the Responsibility Detail Form and Project Example Sheets (Section 00 45 13) executed by an authorized company officer. As requested from the Port, the low, responsive Bidder shall provide written confirmation that the person signing the Bid on behalf of the Bidder was duly authorized at the time of bid, a detailed breakdown of the Bid in a form acceptable to the Port, and other information required by the Port.

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2. Within ten (10) days after the Port's Notice of Award of the Contract, the apparent low Bidder shall also submit to the Port:
  - a. additional information regarding the use of the Bidder's own forces and the use of subcontractors and suppliers;
  - b. the names of the persons or entities (including a designation of the Work to be performed with the Bidder's own forces, and the names of those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work (i.e., either a listed Sub-Bidder or a Sub-Bidder performing Work valued at least ten percent (10%) of the Base Bid), consistent with the listing required with the Bid; and
  - c. the proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work.
3. Failure to provide any of the above information in a timely manner will constitute an event of breach permitting forfeiture of the Bid security.
4. Bidder Responsibility. The Bidder will be required to establish to the satisfaction of the Port the reliability and Responsibility of itself and the persons or entities proposed to furnish and perform the Work described in the Bidding Documents. If requested, the Bidder shall meet with the Port to discuss the Bid, including any pricing, the Bid components, and any assumptions made by the Bidder.
5. Objection. Prior to an Award of the Contract, the Port will notify the Bidder in writing if the Port, after due investigation, has reasonable objection to the Bidder or a person or entity proposed by the Bidder. Upon receiving such objection, the Bidder may, at Bidder's option, (1) withdraw their Bid, (2) submit an acceptable substitute person or entity with no change in the Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there is a cost to the Bidder occasioned by such substitution, or (3) file a protest in accordance with the Bidding Documents.
6. 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.
7. Right to Terminate. The Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. If a Bidder makes a material misrepresentation on a Qualification Statement, the Port has the right to terminate the Contract for cause and may then pursue any remedies that exist under the Contract or that are otherwise available.

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

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

A. BOND REQUIREMENTS: Within ten (10) days after the Port's Notice of Award of the Contract, the successful Bidder shall obtain and furnish statutory bonds pursuant to RCW 39.08 covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the form and amount prescribed in the Contract Documents. The cost of such bonds shall be included in the Base Bid.

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- B. TIME OF DELIVERY AND FORM OF BONDS: The successful Bidder shall deliver an original copy of the required bonds to the Port, 1 Sitcum Plaza, Tacoma, WA 98421, within the time specified in the Contract Documents.
- C. INSURANCE: a certificate of insurance from the Bidder's insurance company that meets or exceeds all requirements of the Contract Documents;
- D. GOVERNMENTAL REQUIREMENTS: Notwithstanding anything in the Bidding or Contract Documents to the contrary, the Bidder shall provide all bonding, insurance and permit documentation as required by governmental authorities having jurisdiction for any portions of the Project.

**1.08 FORM OF AGREEMENT**

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 HAZARDOUS MATERIALS NOTICE**

- A. The contractor shall ensure that the persons working on the individual Task Orders have the appropriate credentials and training for work on the contaminated sites.

### **1.03 NOTIFICATION AND SUSPENSION**

- A. In the event the Contractor detects the presence of potentially contaminated materials not previously identified in this specification, the Contractor shall 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 potentially contaminated materials, if warranted. Depending upon the type of contaminated materials identified, the Port may suspend work in the vicinity of the discovery under the provisions of General Conditions.
- B. 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 potentially contaminated material, the following alternate methods of operation are foreseen as possible:
  1. Contractor to resume work as before the suspension.
  2. 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.
  3. The Port to direct the Contractor to dispose or treat the material in an approved manner.
  4. The Port to terminate or modify the Task Order.

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

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

**END OF SECTION**

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

**PROJECT TITLE:** 2017 ON-CALL VEGETATION MAINTENANCE

Contractor bids to furnish all the labor, materials, equipment, superintendence, insurance, performance bond, payment bond, safety requirements, and other accessories and services necessary to estimate, perform, and complete all of the work required by and in strict accordance with the project documents and the implied intent thereof, for the dollar values as identified in the following Schedule of Unit Prices. Contractor shall allocate overhead, insurance, fees, profit and all project costs to Unit Prices as deemed appropriate. **All Contract costs shall be reflected in the Schedule of Unit Prices except Washington State Sales Tax.**

The following **Schedule of Unit Prices** is a list of work items and quantities that will be used for calculating a total amount in order to determine the low Bidder. The methodology being utilized includes unit quantities that will be applied to the Schedule of Unit Prices supplied by the Bidder. The Bidder shall write its loaded unit prices, extension calculations and the total bid price. After the bid opening, the Port will verify mathematical accuracy with respect to the extensions of unit bid prices and the total bid price. The Contract shall be awarded to the lowest responsible and responsive Bidder. The stated unit bid quantities will specifically not be a part of the resultant Contract Documents. The Port does not represent or warrant to the Bidder that the actual work provided under this Contract (if any) will be consistent with unit quantities that may be assigned by the Port for purposes of determining the low Bidder. On the contrary, the actual work provided under this Contract (if any) may vary substantially from the unit quantities assigned by the Port for purposes of determining the basis of award, and the winning Bidder shall not be entitled to any adjustment in its unit prices as a result of any variation, no matter how significant, between actual unit quantities and those used for purposes of determining the basis of award.

### **Schedule of Unit Prices:**

| ITEM NO. | DESCRIPTION OF ITEM                   | Equivalent                                | UOM | Unit Bid Quantities | UNIT PRICE | Extension Amounts |
|----------|---------------------------------------|---|-----|---------------------|------------|-------------------|
| 1        | Mobilization/Demobilization           |   | EA  | 1                   |            |                   |
| 2        | Tractor (with bucket)                 | Kubota M95 or equal                       | HR  | 16                  |            |                   |
| 3        | IN / OUT Costs for Bid Item 2         |   | EA  | 1                   |            |                   |
| 4        | Tank Sprayer for Bid Item 2           | Fimco 110 Gal 3 pt Hitch Sprayer or equal | HR  | 16                  |            |                   |
| 5        | Spreader for Bid Item 2               | Farm Star 3-pt Spreader or equal          | HR  | 16                  |            |                   |
| 6        | Brush Hog for Bid Item 2              | Bush Hog BH26 or equal                    | HR  | 16                  |            |                   |
| 7        | Tractor with 3 Point Boom Flail Mower | Bush Hog RMB 1660 or equal                | HR  | 40                  |            |                   |

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
 SECTION 00 41 00 - BID FORM

| ITEM NO. | DESCRIPTION OF ITEM                              | Equivalent              | UOM | Unit Bid Quantities | UNIT PRICE | Extension Amounts |
|----------|--|-------------------------|-----|---------------------|------------|-------------------|
| 8        | IN/ Out Costs for Bid Item 7                     |                         | EA  | 1                   |            |                   |
| 9        | Semi-Truck With Wood Chip Pot Belly Semi-Trailer |                         | HR  | 8                   |            |                   |
| 10       | Truck (pickup)                                   |                         | HR  | 40                  |            |                   |
| 11       | Truck (flatbed) – Stake Bed or Enclosed          |                         | HR  | 8                   |            |                   |
| 12       | Truck (3yd dump box)                             |                         | HR  | 8                   |            |                   |
| 13       | Truck (10yd dump truck)                          |                         | HR  | 4                   |            |                   |
| 14       | Trailer  |                         | HR  | 4                   |            |                   |
| 15       | Tub Grinder                                      | Diamond Z 1260 or equal | HR  | 8                   |            |                   |
| 16       | IN / Out Costs for Bid Item 15                   |                         | EA  | 1                   |            |                   |
| 17       | Excavator +/- 12.54MT (.75CY)                    | EX120 or equal          | HR  | 16                  |            |                   |
| 18       | Excavator +/- 24MT (1.5CY)                       | EX225 or equal          | HR  | 8                   |            |                   |
| 19       | IN / OUT Costs Bid Item 17 and 18                |                         | EA  | 1                   |            |                   |
| 20       | Crawler Dozer +/- 70HP                           | JD450 or equal          | HR  | 24                  |            |                   |
| 21       | IN / OUT Costs for Bid Item 20                   |                         | EA  | 1                   |            |                   |
| 22       | Wheel Loader +/- 145HP (3.0CY)                   | JD544 or equal          | HR  | 16                  |            |                   |
| 23       | IN / OUT Costs for Bid Item 22                   |                         | EA  | 1                   |            |                   |
| 24       | 4WD Loader/Backhoe 89HP                          | JD310 or equal          | HR  | 16                  |            |                   |
| 25       | IN / OUT Costs for Bid Item 24                   |                         | EA  | 1                   |            |                   |
| 26       | Hoe Pack for Bid Item 24                         |                         | HR  | 4                   |            |                   |
| 27       | Generator  |                         | HR  | 40                  |            |                   |
| 28       | Tank 500 Gal., Poly                              |                         | HR  | 40                  |            |                   |
| 29       | Hose, ¾ x 100'                                   |                         | EA  | 2                   |            |                   |

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
 SECTION 00 41 00 - BID FORM

| ITEM NO. | DESCRIPTION OF ITEM    | Equivalent | UOM | Unit Bid Quantities | UNIT PRICE | Extension Amounts |
|----------|------------------------|------------|-----|---------------------|------------|-------------------|
| 30       | Pump 2" Submersible    |            | HR  | 8                   |            |                   |
| 31       | Portable Toilet Rental |            | DAY | 5                   |            |                   |

**Small Tools**

| ITEM NO. | DESCRIPTION OF ITEM | UOM | Unit Bid Quantities | UNIT PRICE | Extension Amounts |
|----------|---------------------|-----|---------------------|------------|-------------------|
| 32       | Chainsaw            | HR  | 16                  |            |                   |
| 33       | Pole Saw            | HR  | 8                   |            |                   |
| 34       | Weed Eater          | HR  | 40                  |            |                   |
| 35       | Hand Mower          | HR  | 16                  |            |                   |
| 36       | Backpack Sprayer    | HR  | 40                  |            |                   |
| 37       | Hand Roller         | HR  | 24                  |            |                   |
| 38       | Plate Compactor     | HR  | 4                   |            |                   |

**Hazwoper Trained Labor**

| ITEM NO. | DESCRIPTION OF ITEM                                     | UOM | Unit Bid Quantities | UNIT PRICE | Extension Amounts |
|----------|---|-----|---------------------|------------|-------------------|
| 39       | Laborer, Other Than That Included Above                 | HR  | 24                  |            |                   |
| 40       | Superintendent/ Foreman, Other Than That Included Above | HR  | 40                  |            |                   |

**Materials**

| ITEM NO. | DESCRIPTION OF ITEM | UOM | Unit Bid Quantities | UNIT PRICE | Extension Amounts |
|----------|---------------------|-----|---------------------|------------|-------------------|
| 41       | Geotechnical Fabric | SY  | 64                  |            |                   |
| 42       | Topsoil             | CY  | 10                  |            |                   |
| 43       | Compost             | CY  | 10                  |            |                   |
| 44       | Mulch               | CY  | 40                  |            |                   |
| 45       | Jute Matting        | SY  | 200                 |            |                   |
| 46       | 10lbs Seed (grass)  | EA  | 2                   |            |                   |

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
 SECTION 00 41 00 - BID FORM

| ITEM NO. | DESCRIPTION OF ITEM            | UOM | Unit Bid Quantities | UNIT PRICE | Extension Amounts |
|----------|--------------------------------|-----|---------------------|------------|-------------------|
| 47       | Straw (bail)                   | EA  | 10                  |            |                   |
| 48       | Herbicide                      | GAL | 3                   |            |                   |
| 49       | Marking dye                    | GAL | 1                   |            |                   |
| 50       | 30lbs Pesticide (snail bait)   | EA  | 5                   |            |                   |
| 51       | 4" to 8" Quarry Spall          | TON | 20                  |            |                   |
| 52       | 2" to 4" Quarry Spall          | TON | 5                   |            |                   |
| 53       | 1 1/2" Minus Gravel            | TON | 10                  |            |                   |
| 54       | 4' High, Hi-Visibility Fencing | LF  | 250                 |            |                   |
| 55       | Critical Area Signs            | EA  | 12                  |            |                   |

| Item No.                | Description of Item  | UOM | Unit Bid Quantities | Unit Price | Extension Amounts |
|-------------------------|--|-----|---------------------|------------|-------------------|
| 56                      | To waste disposal site, noxious or invasive plant material & trash | TON | 5                   |            |                   |
| 57                      | To disposal site, wood chip debris                                 | TON | 20                  |            |                   |
| 58                      | To Port site, wood chip debris                                     | TON | 20                  |            |                   |
| <b>TOTAL BID PRICE:</b> |  |     |                     |            |                   |

**Note: All Unit prices must be filled in with numbers. If there is no charge for an item, mark with a zero.**

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
SECTION 00 41 00 - BID FORM

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Progress Payment Retention. In accordance with RCW 60.28.011, the undersigned elects that, during the life of the Contract, the money withheld from Contract progress payments be retained as indicated below. Failure to indicate a choice shall be construed as approval of Item (a).

- a. Retained percentages will be retained by the Port in a fund; or \_\_\_\_\_  
(Initials)
- b. Deposited by the Port in an interest-bearing account in a bank, mutual savings bank or savings and loan association; or \_\_\_\_\_  
(Initials)
  - i. \_\_\_\_\_  
(Name of Bank, Mutual Savings Bank or S&L Assoc.)
  - ii. \_\_\_\_\_  
(Address)
- c. Placed in escrow with a bank or trust company; or \_\_\_\_\_  
(Initials)
  - i. \_\_\_\_\_  
(Name of Financial Institution)
  - ii. \_\_\_\_\_  
(Address)
  - iii. \_\_\_\_\_  
(Type of Security)
- d. Retainage Bond in an amount equal to 5% of the Contract Sum plus Change Orders. \_\_\_\_\_  
(Initials)

The retainage bond shall be based on the form furnished in Section 00 61 23 or otherwise acceptable to the Port and duly completed and signed by a licensed surety or sureties registered with the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner. The surety or sureties must be rated at least A minus, FSC(6), or higher by A.M. Best Rating Guide and be authorized by the Federal Department of the Treasury. Attorneys-in-fact who sign the retainage bond must file with each bond a certified and effective Power of Attorney statement.

NOTE: Accounts and deposits made under Items (b) and (c), above, must be in a bank which is listed on the State of Washington Public Depositories current list.

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

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
SECTION 00 41 00 - BID FORM

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

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

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

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

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

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

WA State Contractor's License No. \_\_\_\_\_ Date of Issue \_\_\_\_\_ Expiration Date \_\_\_\_\_

Unified Business Identifier (UBI) No. \_\_\_\_\_ Employment Security Department No. \_\_\_\_\_

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

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
SECTION 00 43 13 - BID SECURITY FORM

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

Agent and Address

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

**END OF SECTION**

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

---

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

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

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

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

Prime/Sub/Supplier: \_\_\_\_\_

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

---

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

---

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

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

Firm: \_\_\_\_\_

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

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

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

---

Supporting Data Attached:

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

---

ENGINEER'S REVIEW AND ACTION

Substitution approved  
 Substitution approved as noted  
 Substitution rejected - Use specified materials.  
 Substitution Request received too late - Use specified materials.

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

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

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

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

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

#### **1.0 MANDATORY BIDDER RESPONSIBILITY CRITERIA**

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

1. Does the Bidder have a Certificate of Registration in compliance with RCW 18.27?  
 Yes     No
2. Does the Bidder have a current Washington State Unified Business Identifier number?  
 Yes     No
3. Does the Bidder have Industrial Insurance Coverage for the Bidder's employees working in Washington State as required in RCW 51?  
 Yes     No
4. Does the Bidder have an Employment Security Department number as required in RCW 50? *\*Attach letter dated within 6 months of bid opening 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](mailto: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 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 chapter 49.46, 49.48, or 49.52 RCW within the three-year period immediately preceding the date of this bid solicitation?  
 Yes     No

If any answer to questions 1 through 5 is “No” or any answer to questions 6 through 9 is “Yes” - **STOP HERE** and contact the Contract Administrator. The Bidder is not responsible for this Work. Otherwise proceed to 1.1. **Provide attached to this completed form documentation to confirm responsibility criteria.**

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

### 1.1 CONTRACT AND REGULATORY HISTORY

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

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

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

---

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

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

---

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

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

---

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

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

---

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

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

---

## 1.2 ACCIDENT/INJURY EXPERIENCE

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

| Year | Effective Year | Experience Factor |
|------|----------------|-------------------|
| 1    |                |                   |
| 2    |                |                   |
| 3    |                |                   |
| 4    |                |                   |
| 5    |                |                   |

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

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## 1.3 WORK PERFORMED BY BIDDER

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

\_\_\_\_\_ %

## 1.4 SUBCONTRACTOR VERIFICATION

- A. 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.

## 1.5 PROJECT EXAMPLE SHEETS

- A. As part of completing this Responsibility Detail Form, **submit the following information with the completed Responsibility Detail Form:**
  1. Bidder's recent job resume including a list of similar projects performed and contact information for the similar project Owner(s).
  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.

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
SECTION 00 45 13 – RESPONSIBILITY DETAIL FORM

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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.

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

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

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

**Responsibility Certification Form**

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

By completing and signing this Responsibility Detail Form, the Bidder certifies (or declares) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and 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

## Bidder

## Contract and Project Number

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 39.04.350.

This checklist should be submitted to the Port of Tacoma Contracts Administrator within 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 presented to the Port should it be requested at a later date.**

| Item no. | Item  | Initials/Comments |
|----------|---|-------------------|
| 1.       | <p>At the time of bid submittal, have a certificate of registration in compliance with RCW 18.27: Check the L&amp;I site <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a></p> <p>Verify that a subcontractor has an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.</p>  |                   |
| 2.       | <p>While reviewing registration information above, also check contractor's <b>Employer Liability Certificate</b> to verify workers' comp (industrial insurance) premium status – current account.</p> <p>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.</p>   |                   |
| 3.       | <p>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></p>  |                   |
| 4.       | <p>Not disqualified from bidding on any public works contract under <a href="#">RCW 39.06.010</a> or <a href="#">39.12.065(3)</a>.</p> <p>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></p>  |                   |
| 5.       | <p>Verify subcontractors are registered with the Washington State Employment Security Department (ESD) and have an account number. Request a letter to be sent to them 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 email a request to <a href="mailto:publicworks@esd.wa.gov">publicworks@esd.wa.gov</a>. Include ES#, UBI#, and business name in the email. Certificate of Coverage letter issued/dated within the last six months.</p> <p>Document if subcontractor confirms in writing under penalty of perjury that it has no employees this requirement does not apply.</p> |                   |

**AGREEMENT BETWEEN  
THE PORT OF TACOMA AND [CONTRACTOR]**

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

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

**The "Project" is:** 2017 On-Call Vegetation Maintenance **(Title)**  
Various / 070653 **(Project/**  
1 Sitcum Plaza **Contract No.)**  
Tacoma Washington **(Project Address)**  
\_\_\_\_\_ **(Project Address 2)**

**The "Engineer" is:** Jane Vandenberg, P.E. **(Engineer)**  
Director of Engineering **(Title)**  
[jvandenberg@portoftacoma.com](mailto:jvandenberg@portoftacoma.com) **(Email)**  
253-592-6777 **(Phone No.)**

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

## **BACKGROUND AND REPRESENTATIONS:**

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

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

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

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

## **AGREEMENT:**

The Port and the Contractor agree as follows:

### **1.0 CONTRACTOR TO FULLY PERFORM THE WORK**

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

### **2.0 DATE OF COMMENCEMENT**

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

### **3.0 CONTRACT TIME AND LIQUIDATED DAMAGES**

The Contractor shall achieve all interim completion as set forth in executed task orders and Final Completion of the entire Contract not later than **730 calendar days** from contract execution, subject to adjustments of this Contract Time as provided in the Contract Documents.

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

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
SECTION 00 52 00 - AGREEMENT FORM

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The liquidated damages for failure to achieve Substantial Completion, based on the executed Task Order by the prescribed Task Order date shall be determined at time of Task Order Proposal and Execution and, if any, will appear on the executed Task Order.

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 in each executed task order, shall be levied for each and every calendar day that Substantial Completion of the work is delayed beyond the prescribed completion date, or the completion date modified by the Port for extensions of the task order 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 **One Million Dollars Dollars (\$1,000,000)**, subject to additions and deductions as provided in the Contract Documents. State and local sales tax is not included in the Contract Price but will be due and paid by the Port with each progress payment.

**5.0 INSURANCE AND BONDS**

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

This Agreement is entered into as of the day and year first written above:

CONTRACTOR

PORT OF TACOMA

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

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

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

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

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

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

**END OF SECTION**

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
SECTION 00 61 13.13 - PERFORMANCE BOND

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

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

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

**FURTHER:**

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

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
SECTION 00 61 13.13 - PERFORMANCE BOND

---

2. Assume within fifteen (15) days, following its advice to the Port as set forth above, completion of the Contract in accordance with the Contract Documents and become entitled to payment of the balance of the Contract Sum, or
3. Pay the Port upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by the Port as a result of the Contractor's default, including but not limited to, those reasonable costs and expenses incurred by the Port in its efforts to mitigate its losses, which may include but are not limited to, attorney's fees and efforts to complete the Work prior to the Surety exercising the options available to it as set forth herein.

D. If the Port shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment, shall pay all costs and attorney's fees incurred by the Port in enforcement of its rights hereunder. Venue for any action arising out of or in connection with this bond shall be in Pierce County, Washington.

E. No right or action shall accrue on this bond to or for the use of any person or corporation other than the Port of Tacoma.

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

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

**SURETY**

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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**

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
SECTION 00 61 13.16 - PAYMENT BOND

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**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 \_\_\_\_\_ 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 documents or provisions incorporated into the Contract) and is hereinafter referred to as the Contract.

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

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

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

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
SECTION 00 61 13.16 - PAYMENT BOND

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

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

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

**SURETY**

---

Signature

---

Printed Name and Title

Power of Attorney attached.

**CONTRACTOR**

---

Signature

---

Printed Name and Title

**END OF SECTION**

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
SECTION 00 61 23 - RETAINAGE BOND

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

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

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

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

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

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

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

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

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

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
SECTION 00 61 23 - RETAINAGE BOND

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

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

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

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

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

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

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

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

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

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

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

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

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

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
SECTION 00 61 23.13 - RETAINAGE ESCROW AGREEMENT

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|                |  |                    |               |
|----------------|--|--------------------|---------------|
| <b>To:</b>     | Bank Name, Address, Phone                              | Escrow Account No: |               |
|                |  | Contract No:       | Port fills in |
|                |  | Project No:        | Port fills in |
| <b>Agency:</b> | Port of Tacoma<br>PO Box 1837<br>Tacoma, WA 98401-1837 | Project Title:     | Port fills in |

The Undersigned \_\_\_\_\_, (Contractor Name and Address) hereinafter referred to as the Contractor, has directed the Port of Tacoma, hereinafter referred to as the Port, to deliver to \_\_\_\_\_ (Name of Bank), hereinafter referred to as "You", its checks for retainage under the Contract which shall be payable to You and the Contractor jointly, and which shall be held and disposed of by You in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

**ESCROW INSTRUCTIONS:**

1. Checks made payable to You and the Contractor jointly upon delivery to You shall be endorsed by the Contractor and by You and then forwarded for collection by You. The moneys will then be used by You to purchase, as directed by the Contractor, bonds or other securities (hereinafter collectively referred to as "Securities") chosen by the Contractor and approved by the Port. Attached is a list of Securities approved by the Port. Other Securities, except stocks, may be selected by the Contractor, subject to express prior written approval of the Port, in its sole and absolute discretion. The purchase of Securities shall be in a form which shall allow You alone to reconvert such Securities into money if You are required to do so by the Port as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the Securities held by You pursuant to this Agreement accrues and is paid, You shall collect such interest and forward it to the Contractor at its address designated in the first paragraph unless otherwise directed by the Contractor.
3. You are not authorized to deliver to the Contractor all or any part of the checks or moneys received by You or the Securities held by You pursuant to this Agreement (or moneys derived from the sale of such Securities, or the negotiation of the Port's checks) except in accordance with written instructions from the Port's Sr. Contract Administrator. Compliance with such instructions shall relieve You of any further liability related thereto. The estimated final completion date on the Contract underlying this Agreement is \_\_\_\_\_.
4. In the event the Port orders You to do so in writing, You shall, within ten (10) days of receipt of such order, reconvert into money some or all of the Securities held by You pursuant to this Agreement, as required to satisfy the Port's order, and return such money, together with any other moneys held by You hereunder and required to satisfy the Port's order, to the Port. Consent of Contractor shall not be required for payment to the Port hereunder, and objection or other communication from Contractor shall not prevent, delay, or otherwise affect payment to the Port forthwith in accordance with the Port's order and this Agreement.
5. The Contractor agrees to pay You as compensation for Your services hereunder as follows: Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any checks, moneys, Securities, or other property placed with You or held by you pursuant to this Agreement until and unless the Port directs the release thereof to the Contractor, whereupon You shall be granted a first lien upon such property released and shall be entitled to reimburse Yourself from such property for the entire amount of Your fees as provided for hereinabove. In the event that You

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
SECTION 00 61 23.13 - RETAINAGE ESCROW AGREEMENT

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are made a party to any litigation with respect to the checks, moneys, Securities, or other property held by You hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that You are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, You shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including reasonable attorney fees occasioned by such default, delay, controversy or litigation.

6. This Agreement shall not be binding until executed by Contractor and Port, and accepted by You.
7. This instrument contains the entire agreement between You, the Contractor, and the Port with respect to this escrow. There are no terms, obligations, covenants, or conditions regarding this escrow other than those contained herein, and You are not a party to nor bound by any instrument or agreement regarding this escrow other than this Agreement. You shall not be required to take notice of any default or any other matter under the Contract nor be bound by nor required to give notice or demand under the Contract, nor required to take any action whatsoever except as herein expressly provided. You shall not be liable for any loss or damage not caused by Your own negligence or wilful misconduct.
8. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.
9. The Contractor's Federal Income Tax Identification number is \_\_\_\_\_.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Contractor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

**Port of Tacoma**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/ Port Treasurer or Deputy Treasurer

\_\_\_\_\_  
Date

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Bank:** By \_\_\_\_\_ Name: \_\_\_\_\_  
(Signature of Authorized Bank Officer) Title: \_\_\_\_\_

**SECURITIES AUTHORIZED BY THE PORT:**

1. FDIC insured time deposits and time deposits in commercial banks authorized by the Washington State Public Deposit Protection Commission.
2. Savings account deposits in commercial banks authorized by the Washington State Public Deposit Protection Commission.
3. Bills, certificates, notes or bonds of the United States;
4. Other obligations of the United States or its agencies; and
5. Obligation of any corporation wholly-owned by the government of the United States;

**INSTRUCTIONS FOR RETAINAGE ESCROW AGREEMENTS:**

Whenever possible, use the Port of Tacoma (Port) approved Escrow Agreement. The Port, at its discretion, may or may not accept an agreement form from another source.

Please return all three (3) originals of the Agreement, with completed contractor and bank information and signatures, and the escrow account number. The Port will review and sign the Agreement and distribute copies. One (1) original will go directly to the Bank, one (1) original will be returned to the Contractor.

Fill in the following on the Escrow Agreement:

- 1) Page 1 – Escrow Account Number
- 2) Page 1 – Name, address, and phone number of the Bank
- 3) Page 2 – Signature, typed/printed name, date, and the title of the Contractor Signatory.
- 4) Page 2 – Signature, typed/printed name, date, and the title of the Authorized Bank Officer signatory.

Do not fill in the date in the paragraph directly following paragraph 9. The Port will fill in this date once the document has been fully executed by the Port.

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

---

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

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

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

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

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

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

---

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

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

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

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

\_\_\_\_\_

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

---

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

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

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

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

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

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

History:

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

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

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Point-by-point comparative data attached - REQUIRED

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

---

Similar Installation:

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

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

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

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

---

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

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

Supporting Data Attached:

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

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

The Undersigned certifies:

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

---

Submitted By:

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

Firm: \_\_\_\_\_

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

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

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

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

---

A/E's REVIEW AND RECOMMENDATION

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

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

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

---

ENGINEER'S REVIEW AND ACTION

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

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

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

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**END OF SECTION**

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SECTION 00 72 00 - GENERAL CONDITIONS

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## **ARTICLE 1 - THE CONTRACT DOCUMENTS**

### **2.01 GENERAL**

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

### **2.02 DEFINITIONS**

- A. "Contractor" means the person or entity contracting to perform the Work under these Contract Documents. The term Contractor includes the Contractor's authorized representative for purposes of identifying obligations and responsibilities under the Contract Documents, including the ability to receive notice and direction from the Port.
- B. "Day" means a calendar day unless otherwise specifically designated.
- C. "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.
- D. "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.
- E. "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.
- F. "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.
- G. "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.
- H. "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.
- I. "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.

## 2.03 INTENT OF THE CONTRACT DOCUMENTS

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

## 2.04 CORRELATION OF THE CONTRACT DOCUMENTS

- A. Precedence. In the event of a conflict or discrepancy between or among the Contract Documents, the conflict or discrepancy will be resolved by the following order of precedence: with an addendum or Change Order having precedence over an earlier document, and computed dimensions having precedence over scaled dimensions and large scale drawings take precedence over small scale drawings:
  1. The signed Agreement
    - a. Supplemental Conditions
    - b. 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.
- 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.

## 2.05 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

### 3.01 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.

### 3.02 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.

### 3.03 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.

### 3.04 CONTRACTOR REVIEW OF PROJECT INFORMATION

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

### 3.05 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.
- 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 Progress Schedule, or if the Port reasonably concludes that the Work will not be completed in the specified manner or within the Contract Time, then the Port may, after three (3) days' written notice to the Contractor and without prejudice to any other remedy the Port may have, perform itself or have performed any or all of the Work and may deduct the cost thereof from any payment then or later due the Contractor.

### 3.06 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.

### 3.07 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

### 4.01 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.

### 4.02 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.

#### 4.03 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.

#### 4.04 MATERIALS AND EQUIPMENT

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

#### 4.05 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.

#### 4.06 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").

#### 4.07 STATE AND LOCAL TAXES

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

#### 4.08 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.

#### 4.09 SAFETY

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

#### 4.10 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.

#### 4.11 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.

#### 4.12 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.

#### 4.13 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.

#### 4.14 INDEMNIFICATION

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

legal counsel approved by Port), indemnify and hold harmless the Indemnified Parties for Claims brought against the Port by third parties (including but not limited to lessees, tenants, contractors, customers, licensees and invitees of the Port) for injunctive relief or monetary loss.

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

#### 4.15 WAIVER OF CONSEQUENTIAL DAMAGES

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

### ARTICLE 4 - SUBCONTRACTORS AND SUPPLIERS

#### 5.01 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.

#### 5.02 AWARD OF CONTRACTS TO SUBCONTRACTORS AND SUPPLIERS

- A. Contractor to provide proposed Subcontractor information. The Contractor, within ten (10) days after the Port's notice of award of the Contract, shall provide to the Engineer with the names of the persons or entities proposed to perform each of the principal portions of the Work (i.e., either a Subcontractor listed in a bid or proposal or a Subcontractor performing Work valued at least ten percent (10%) of the Contract Sum) and the proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work. No progress payment will become due until after this information has been furnished.
- B. Port to respond promptly with objections. The Port may respond promptly to the Contractor in writing stating (1) whether the Port has reasonable objection to any proposed person or entity or

(2) whether the Port requires additional time for review. If the Port makes a reasonable objection, the Contractor shall replace the Subcontractor with no increase to the Contract Sum or Contract Time. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work and compliance with all of the requirements of the Contract within the Contract Sum and Contract Time.

C. Reasonable objection defined. “Reasonable objection” as used in this Section 4.02 includes but is not limited to: (1) a proposed Subcontractor of any tier different from the entity listed with the bid, (2) lack of “responsibility” of the proposed Subcontractor, as defined by Washington law and the Bidding Documents, or lack of qualification or responsibility of the proposed Subcontractor based on the Contract or Bidding Documents, or (3) failure of the Subcontractor to perform satisfactorily in the Port’s opinion (such as causing a material delay or submitting a claim that the Port considers inappropriate) on one or more projects for the Port within five (5) years of the bid date.

D. No substitution allowed without permission. The Contractor shall not substitute a Subcontractor, person, or organization without the Engineer’s written consent.

### 5.03 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

### 6.01 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.

## 6.02 SMALL BUSINESS ENTERPRISE PARTICIPATION.

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

## ARTICLE 6 - CONTRACT TIME AND COMPLETION

### 7.01 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.

### 7.02 PROGRESS AND COMPLETION

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

### 7.03 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.

#### 7.04 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.

#### 7.05 FINAL COMPLETION

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

incorporated in the Work, whether in storage or at the Project site, until Final Completion.

Damage from any cause to either permanent or temporary Work, utilities, materials, equipment, existing structures, the site, or other property owned by the Port or others, shall be repaired by the Contractor to the reasonable satisfaction of the Port at no change in the Contract Sum.

#### 7.06 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.

#### 7.07 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

#### 8.01 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.

#### 8.02 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.

## 8.03 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.

## 8.04 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.

## 8.05 FINAL PAYMENT

- A. Final payment. Final applications for payment are due within seven (7) days following Final Completion. Final payment of the unpaid balance of the Contract Sum, except retainage, will be made following Final Completion and within thirty (30) days of the Contractor's submission of an approved final Application for Payment.
- B. Releases required for final payment. The final payment shall not become due until the Contractor delivers to the Port a complete release of all liens arising out of the Contract, as well as an affidavit stating that, to the best of Contractor's knowledge, its release includes all labor and materials for which a lien could be filed. If a Subcontractor of any tier refuses to furnish a release or waiver required by the Port, the Port may (a) retain in the fund, account, or escrow funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount, or (b) accept a bond from the Contractor, satisfactory to the Port, to indemnify the Port against the lien. If any such lien remains unsatisfied after all payments from the retainage are made, the Contractor shall refund to the Port all moneys that the Port may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

C. Contractor to hold Port harmless from liens. The Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold harmless the Port from any liens, claims, demands, lawsuits, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs and expenses, whether direct, indirect, including but not limited to attorneys' fees and consultants' fees and other costs and expenses, except to the extent a lien has been filed because of the failure of the Port to make a contractually required payment.

#### 8.06 RETAINAGE

A. Retainage to be withheld. In accordance with RCW 60.28, a sum equal to five percent (5%) of each approved Application for Payment shall be retained. Prior to submitting its first Application for Payment, the Contractor shall exercise one of the options listed below:

1. Retained percentages will be retained by the Port in a fund; or
2. Deposited by the Port in an interest-bearing account in a bank, mutual savings bank or savings and loan association; or
3. Placed in escrow with a bank or trust company; or
4. If the Contractor provides a bond in place of retainage, it shall be in an amount equal to 5% of the Contract Sum plus Change Orders. The retainage bond shall be based on the form furnished in Section 00 61 23 or otherwise acceptable to the Port and duly completed and signed by a licensed surety or sureties registered with the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner. The surety or sureties must be rated at least A minus, FSC(6), or higher by A.M. Best Rating Guide and be authorized by the Federal Department of the Treasury. Attorneys-in-fact who sign the retainage bond must file with each bond a certified and effective Power of Attorney statement.

B. Contractor may withhold retainage from Subcontractors. The Contractor or a Subcontractor may withhold not more than five percent (5%) retainage from the monies earned by any Subcontractor or lower-tier Subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Port, the Contractor shall specify the amount of retainage and interest due a Subcontractor.

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

#### 8.07 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.

## 8.08 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.

## 8.09 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

## 9.01 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.

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.

## 9.02 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.

### 9.03 CHANGES IN THE CONTRACT TIME

- A. Extension of the Contract Time. If the Contractor is delayed at any time in the commencement or progress of the Work by events for which the Port is responsible, by unanticipated abnormal weather (subject to Section 8.03(E) below), or by other causes not the fault or responsibility of the Contractor that the Port determines may justify a delay in the Contract Time, then the Contract Time shall be extended by Change Order for such reasonable time as the Port may determine. In no event, however, shall the Contractor be entitled to any extension of time absent proof of (1) delay to an activity on the critical path of the Project, or (2) delay transforming an activity to the critical path, so as to actually delay the anticipated date of Substantial Completion.
- B. Allocation of responsibility for delay not caused by Port or Contractor. If a delay was not caused by the Port, the Contractor, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time but not an increase in the Contract Sum.
- C. Allocation of responsibility for delay caused by Port. If a delay was caused by the Port or someone acting on behalf of the Port and affected the critical path, the Contractor shall be entitled to a change in the Contract Time and Contract Sum in accordance with Section 8.02. The Contractor shall not recover damages, an equitable adjustment or an increase in the Contract Sum or Contract Time from the Port, however, where the Contractor could reasonably have avoided the delay. The Port is not obligated directly or indirectly for damages for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.
- D. Allocation of responsibility for delay caused by Contractor. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.
- E. Adverse weather. If adverse weather is identified as the basis for a claim for additional time, the claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not reasonably have been anticipated and had an adverse effect on the critical path of construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. For a claim based on adverse weather, the Contractor shall be eligible only for a change in the Contract Time (but not a change in the Contract Sum) if the Contractor can substantiate that there was significantly greater than normal inclement weather considering the full term of the Contract Time.
- F. Damages for delay. In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Port for delay beyond the amount permitted in Section 8.02(B), the total combined damages to the Contractor and any Subcontractors of any tier for each day of delay shall be limited to the same daily liquidated damage rate specified in the Contract Documents due the Port for the Contractor's delay in achieving Substantial Completion. By submitting a bid on the Work and executing the Contract, the Contractor represents that these liquidated damages are a reasonable estimate of its loss.
- G. Limitation on damages. The Contractor shall not be entitled to damages arising out of loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant under run; trade stacking; reassignment of workers; rescheduling of Work, concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended or increased overhead or general conditions; profit upon damages for delay; impact damages including cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any

tier is fully compensated through the markup on Change Orders paid through Section 8.02(B) and any liquidated damages paid hereunder.

#### 9.04 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.

#### 9.05 UNIT PRICES

- A. Adjustment to Unit Prices. If Unit Prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed (less than eighty percent (80%) or more than one hundred and twenty percent (120%) of the quantity estimated) so that application of a Unit Price would be substantially unfair, the applicable Unit Price but not the Contract Time shall be adjusted if the Port prospectively approves a Change Order revising the Unit Price.
- B. Procedure to change Unit Prices. The Contractor or Port may request a Change Order revising a Unit Price by submitting information to support the change. A proposed change to a Unit Price will be evaluated by the Port based on the change in cost resulting solely from the change in quantity, any change in production rate or method as compared to the original plan, and the share, if any, of fixed expenses properly chargeable to the item. If the Port and Contractor agree on the change, a Change Order will be executed. If the parties cannot agree, the Contractor shall comply with the dispute resolution procedures (Article 11).

### ARTICLE 9 - SUSPENSION AND TERMINATION OF CONTRACT

#### 10.01 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.

**10.02 TERMINATION OF CONTRACT FOR CAUSE BY THE PORT**

- A. Port may terminate for cause. If the Contractor is adjudged bankrupt or makes a general assignment for the benefit of the Contractor's creditors, if a receiver is appointed due to the Contractor's insolvency, or if the Contractor, in the opinion of the Port, persistently or materially refuses or fails to supply enough properly skilled workmen or materials for proper completion of the Contract, fails to make prompt payment to Subcontractors or suppliers for material or labor, disregards laws, ordinances, or the instructions of the Port, fails to prosecute the Work continuously with promptness and diligence, or otherwise materially violates any provision of the Contract, then the Port, without prejudice to any other right or remedy, may terminate the Contractor after giving the Contractor seven (7) days' written notice (during which period the Contractor shall have the right to cure).
- B. Procedure following termination for cause. Following a termination for cause, the Port may take possession of the Project site and all materials and equipment, and utilize such materials and equipment to finish the Work. The Port may also exclude the Contractor from the Project site(s). If the Port elects to complete all or a portion of the Work, it may do so as it sees fit. The Port shall not be required to accept the lowest bid for completion of the Work and may choose to complete all or a portion of the Work using its own work force. If the Port elects to complete all or a portion of the Work, the Contractor shall not be entitled to any further payment until the Work is finished. If the expense of finishing the Work, including compensation for additional managerial and administrative services of the Port, exceeds the unpaid balance of the Contract Sum, the excess shall be paid by the Contractor.
- C. Port's remedies following termination for cause. The Port may exercise any rights, claims or demands that the Contractor may have against third persons in connection with the Contract, and for this purpose the Contractor assigns and transfers to the Port all such rights, claims and demands.
- D. Inadequate termination for cause converted to termination for convenience. If, after the Contractor has been terminated for cause, it is determined that inadequate "cause" for such termination exists, then the termination shall be considered a termination for convenience pursuant to Section 9.03.

**10.03 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.

**10.04 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 shutdown, delay and start-up.

#### 10.05 SUBCONTRACT ASSIGNMENT UPON TERMINATION

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

#### 11.01 CONTRACTOR PERFORMANCE AND PAYMENT BONDS

- A. Contractor to furnish performance and payment bonds. Within ten (10) days following its receipt of a notice of award, and as part of the Contract Sum, the Contractor shall secure and furnish duly executed performance and payment bonds using the forms furnished by the Port. The bonds shall be executed by a surety (or sureties) reasonably acceptable to the Port, admitted and licensed in the State of Washington, registered with the Washington State Insurance Commissioner, and possessing an A.M. Best rating of "A minus, FSC (6)" or better and be authorized by the U.S. Department of the Treasury. Pursuant to RCW 39.08, the bonds shall be in an amount equal to the Contract Sum, and shall be conditioned only upon the faithful performance of the Contract by the Contractor within the Contract Time and upon the payment by the Contractor of all taxes, fees, and penalties to the State of Washington and all laborers, Subcontractors, and suppliers, and others who supply provisions, equipment, or supplies for the performance of the Work covered by this Contract. The bonds shall be signed by the person or persons legally authorized to bind the Contractor.

B. Port may notify surety. If the Port makes or receives a claim against the Contractor, the Port may, but is not obligated to, notify the Contractor's surety of the nature and amount of the claim. If the claim relates to a possibility of a Contractor's default, the Port may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

## ARTICLE 11 - DISPUTE RESOLUTION

### 12.01 NOTICE OF PROTEST AND CLAIM

A. Dispute resolution procedure mandatory. All claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, shall be decided exclusively by the following alternative dispute resolution procedure unless the parties mutually agree otherwise. If the Port and Contractor agree to a partnering process to assist in the resolution of disputes, the partnering process shall occur prior to, and not be in place of, the mandatory dispute resolution procedures set forth below.

B. Notice of protest defined. Except for claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, the Contractor shall provide immediate oral notice of protest to the Engineer prior to performing any disputed Work and shall submit a written notice of protest to the Port within seven (7) days of the occurrence of the event giving rise to the protest that includes a clear description of the event(s). The protest shall identify any point of disagreement, those portions of the Contract Documents believed to be applicable, and an estimate of quantities and costs involved. When a protest relates to cost, the Contractor shall keep full and complete records and shall permit the Port to have access to those records at any time as requested by the Port.

C. Claim defined. A claim is a demand by one of the parties seeking adjustment or interpretation of the Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "claim" also includes all disputes and matters in question between the Port and Contractor arising out of or relating to the Contract Documents. Claims must be initiated in writing and include a detailed factual statement and clear description of the claim providing all necessary dates, locations and items of Work, the date or dates on which the events occurred that give rise to the claim, the names of employees or representatives knowledgeable about the claim, the specific provisions of the Contract Documents that support the claim, any documents or oral communications that support the claim, any proposed change in the Contract Sum (showing all components and calculations) and/or Contract Time (showing cause and analysis of the resultant delay in the critical path), and all other data supporting the claim. Claims shall also be submitted with a statement certifying, under penalty of perjury, that the claim as submitted is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the claim is fully supported, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes the Port is liable. A claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor and Subcontractors of any tier are entitled and may not contain reservations of rights without the Port's written approval; any unapproved reservations of rights shall be without effect.

D. Claim procedure. The Contractor shall submit a written claim within thirty (30) days of providing written notice of protest. The Contractor may delay submitting supporting data by an additional thirty (30) days if it notifies the Port in its claim that substantial data must be assembled. Any claim of a Subcontractor of any tier may be brought only through, and after review by and concurrence of, the Contractor.

E. Failure to comply with notice of protest and claim requirements waives claims. Any notice of protest by the Contractor and any claim of the Contractor, whether under the Contract or

otherwise, must be made pursuant to and in strict accordance with the applicable provisions of the Contract. Failure to properly and timely submit a notice of protest or to timely submit a claim shall waive the claim. No act, omission, or knowledge, actual or constructive, of the Port shall waive the requirement for timely written notice of protest and a timely written claim unless the Port and the Contractor sign an explicit, unequivocal written waiver approved by the Port. The Contractor expressly acknowledges and agrees that the Contractor's failure to timely submit required notices of protest and/or timely submit claims has a substantial impact upon and prejudices the Port. For the purpose of calculating time periods, an "event giving rise to a claim," among other things, is not a Request for Information but rather is a response that the Contractor believes would change the Contract Sum and/or Contract Time.

- F. False claims. The Contractor shall not make any fraudulent misrepresentations, concealments, errors, omissions, or inducements to the Port in the formation or performance of the Contract. If the Contractor or a Subcontractor of any tier submits a false or frivolous claim to the Port, which for purposes of this Section 11.01(F) is defined as a claim based in whole or in part on a materially incorrect fact, statement, representation, assertion, or record, the Port shall be entitled to collect from the Contractor by offset or otherwise (without prejudice to any right or remedy of the Port) any and all costs and expenses, including investigation and consultant costs, incurred by the Port in investigating, responding to, and defending against the false or frivolous claim.
- G. Compliance with lien and retainage statutes required. If a claim relates to or is the subject of a lien or retainage claim, the party asserting the claim may proceed in accordance with applicable law to comply with the notice and filing deadlines prior to resolution of the claim by mediation or by litigation.
- H. Performance required pending claim resolution. Pending final resolution of a claim, the Contractor shall continue to perform the Contract and maintain the Progress Schedule, and the Port shall continue to make payments of undisputed amounts due in accordance with the Contract Documents.

## 12.02 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.

## 12.03 LITIGATION

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

## ARTICLE 12 - MISCELLANEOUS

### 13.01 GENERAL

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

### 13.02 WAIVER

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

13.03 GOVERNING LAW

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

13.04 COMPLIANCE WITH LAW

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

13.05 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.

13.06 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.

13.07 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.

13.08 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.

13.09 STATUTES

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

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

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that all materials and products incorporated into the Work meet the requirements of this Section, and shall also certify that materials and products incorporated into the Work are free of hazardous materials and substances.

**END OF SECTION**

## PART 1 - GENERAL

### 1.01 RELATED WORK DESCRIBED ELSEWHERE

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

### 1.02 SUBMITTAL REQUIREMENTS

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

### 1.03 CONTRACTOR LIABILITY INSURANCE

- A. The Contractor shall secure and maintain until Final Completion, at its sole cost and expense, the following insurance in carriers reasonably acceptable to the Port, licensed in the State of Washington, registered with the Washington State Insurance Commissioner, and possessing an A.M. Best rating of "A-, FSC (6)" or better.
- B. The Port of Tacoma (Port) and The Northwest Seaport Alliance (NWSA) will be included as an additional insured(s) for both ongoing and completed operations by endorsement to the policy using ISO Form CG 20 10 11 85 or forms CG 20 10 03 97 and CG 20 37 10 01 (or equivalent coverage endorsements). The inclusion of the Port and the NWSA as an additional insured(s) 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 and the NWSA;
2. An endorsement stating that the Contractor's policy is primary and not contributory with any insurance carried by the Port and the NWSA.
- C. If the Contractor, Supplier or Subcontractor's will perform any work requiring the use of a licensed professional per RCW 18 the Contractor shall provide evidence to the Port of professional liability insurance in amounts not less than \$1,000,000.
- D. This insurance shall cover all of the Contractors' operations of whatever nature connected in any way with the Contract, including any operations performed by the Contractor's Subcontractors of any tier. **It is the obligation of the Contractor to ensure that all Subcontractors (at whatever level) carry a similar program that provides the identified types of coverage, limits of liability, inclusion of the Port and the NWSA as additional insured(s), waiver of subrogation.** 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;

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SECTION 00 73 16 - INSURANCE REQUIREMENTS

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- d. Products - Completed Operations Liability;
- e. Personal Injury Liability;
- f. By endorsement to the policy, not exclude work within fifty feet of any railroad track.

2. Comprehensive Automobile Liability including but not limited to:
  - a. Bodily Injury Liability;
  - b. Property Damage Liability;
  - c. Personal Injury Liability;
  - d. Owned and Non-Owned Automobile Liability; and
  - e. Hired and Borrowed Automobile Liability.
3. Railroad protective liability issued in name of the railroad and in the limits required by the railroad.

E. 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.

F. 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 and the NWSA are named as additional insured.

G. Contractor shall provide at least forty-five (45) days prior written notice to the Port of any termination or material change or ten (10) days notice in the case of non-payment of premium(s).

H. 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.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - PRODUCTS - NOT USED**

**END OF SECTION**

## PART 1 - GENERAL

### 1.01 PREVAILING AND OTHER REQUIRED WAGES

- A. The Contractor shall pay (and shall ensure that all Subcontractors of any tier pay) all prevailing wages and other wages (such as Davis-Bacon Act wages) applicable to the Project.
- B. Pursuant to RCW 39.12, "Prevailing Wages on Public Works," no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the "prevailing rate of wage" in effect as of the date that bids are due.
  1. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is August 31st, 2017.
- C. The State of Washington prevailing wage rates applicable for this public works project, which is located in Pierce County, may be found at the following website address of the Department of Labor and Industries:

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

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

Telephone: (360) 902-5335

Facsimile: (360) 902-5300

1. If there is any discrepancy between the attached or provided schedule of prevailing wage rates and the published rates applicable under WAC 296-127-011, or if no schedule is attached, the applicable published rates shall apply with no increase in the Contract Sum. It is the Contractor's responsibility to ensure that the correct prevailing wage rates are paid.

### F. Statement to Pay Prevailing Wages

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 REQUIREMENTS APPLICABLE PORT-WIDE**

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

### **1.02 TRANSPORTATION WORKER IDENTIFICATION CARD (TWIC) SUMMARY**

- A. TWIC is required for all personnel needing unescorted access to secure and restricted areas of Port facilities subject to 33 CFR 105, including truckers, surveyors, construction personnel, and delivery personnel. Secure areas are those areas with security measures for access control in accordance with a Coast Guard approved security plan; restricted areas are those areas within a secure area that require increased limited access and a higher degree of security protection. New terminals under construction prior to terminal operations may not be designated secure areas. Construction on existing maritime transportation facilities and punchlist or other type of work requirements on facilities that have been certified under 33 CFR will require a TWIC.
- B. Contractors should allow for application and enrollment for the security threat assessment and issuance of TWIC when submitting a bid.

### **1.03 ESCORTING**

- A. To access restricted Port facilities, all un-credentialed individuals must be accompanied by a person who has been issued a TWIC and trained as an escort.
- B. For more information, refer to the Port Security website at: <http://www.portoftacoma.com>

### **1.04 ELIGIBILITY FOR TWIC**

- A. Refer to the Transportation Worker Identification Credential website at: <https://twicprogram.tsa.dhs.gov/TWICWebApp> for information on eligibility and applying for TWIC.

**1.05 TWIC USE AND DISPLAY**

- A. Each worker granted unescorted access to secure areas of a facility must present their cards to authorized personnel, who will compare the holder to his or her photo, inspect security features on the TWIC and evaluate the card for signs of tampering. The Coast Guard will verify TWIC's when conducting facility inspections and during spot checks using hand-held scanners, ensuring credentials are valid.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SCOPE**

A. The work required for this project includes providing all labor, equipment, and materials necessary to provide a comprehensive assortment of vegetation control mechanisms on Port of Tacoma owned property and NWSA leased property. The On Call Vegetation Maintenance will be administered by a series of Task Orders for individual scopes of work on various sites. The work may include, but not limited to, vegetation mowing, cutting, trimming, complete removal and ground stabilization, spraying of invasive and other listed noxious vegetation and similar activities. Work may also include minor grading and excavation, soil import or export and associated improvements. Work on this project will require TWIC credentials and may occur on sites that contain hazardous materials requiring HAZWOPER Trained workers. Work may also occur on sites that contain critical areas and within the shoreline district along waterways and adjacent tributaries.

### **1.02 LOCATION**

A. The work will be performed on Port of Tacoma owned property and NWSA leased property throughout the Tideflats of Tacoma and the surrounding area including Frederickson.

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

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

**END OF SECTION**

DIVISION 01 - GENERAL REQUIREMENTS  
SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

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**PART 1 - GENERAL**

**1.01 PAYMENT PROCEDURES**

- A. The Contractor shall bill the Port for each individual project, correlating to the individual Task Order requests as completed, to provide the Port with sufficient information to properly distribute the charges.
- B. Prior to submitting pay estimates to the Port, the Contractor and the Engineer shall review the work accomplished to determine the actual quantities including labor, materials and equipment charges to be billed. All quantity backup documentation shall be submitted to the Engineer listed on the approved task order with the draft pay estimate. Following the Engineer's review, the Contractor shall prepare an original pay estimate with all required documentation attached and submit electronically using Adobe PDF file format to [cpinvoices@portoftacoma.com](mailto:cpinvoices@portoftacoma.com).

**1.02 TASK ORDER PRICING**

- A. The rate includes required certifications, insurance, benefits and other labor costs not covered by the prevailing wage rate, performance and payment bond, insurance required by the General Conditions, estimating, supervision, overhead and profit, taxes (except that Washington State Sales Tax will be added to each Task Order) and all other costs of supplying labor, equipment and materials and performing the Work.
- B. The Engineer shall require an estimate of the Work, which shall be the total compensation to be paid for that Task Order. The Contractor shall provide to the Engineer a detailed cost estimate supporting the submitted proposal. The estimate shall adhere to the provisions of this section. Whenever it appears that the cost to complete the Task Order may exceed the estimate, the Contractor shall promptly notify the Engineer before proceeding with the Work.
- C. Some of the bid items descriptions are identical but have differing quantities. For each Task Order the Contractor shall estimate the total quantity for each item of work and provide the task order estimate based on the estimated total quantity. Final task order quantities will be determined based on actual quantities, measured as described in each bid item below, and shall be billed utilizing the final unit price quantity.

**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 and issued Task Order.
- 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).
  - 1. All incidental work, including work not specifically identified in the measurement and payment sections identified below, but necessary to complete each line item listed below, shall be included in the bid item prices. Temporary Facilities and Controls, Temporary Erosion and Sediment Control and Construction Pollution Prevention, and traffic control are incidental to the work and shall be included in the bid item prices as appropriate.
  - 2. For tasks that are necessary for the completion of the Task Order but fall outside the scope of services included as a bid item, the additional work will be paid preferably as negotiated unit price(s) or lump sum(s) or on a time and material basis if unit pricing or lump sums cannot be negotiated at the time of Task Order negotiation.

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SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

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**1.04 MEASUREMENT PROCEDURES**

- A. Measurement will be made in whole units for all types of material, labor, and equipment utilized.
- B. All equipment, materials, and labor used shall be entered on Daily Report Forms and submitted to the Engineer for Verification against Contractor's application for payment. Submit all daily reports to the Engineer for work performed the previous week no later than the following Monday for concurrence and approval.

**1.05 MEASUREMENT FOR PAYMENT**

- A. Measurement for payment will be at the Lump sum or Unit Price as stipulated in the Bid Form for the items listed below. Payment shall be considered full compensation for furnishing all labor, materials and equipment to complete the Work specified.
  - 1. Payment for equipment will not start until the equipment is on-site, ready to operate. No payment will be made for equipment that will not function properly, requiring or being repaired or for lack of the proper personnel to operate it. Equipment is furnished complete with operator or driver and other required service personnel, ready to work, etc.
  - 2. The Port will pay the proposed rate for the required equipment only as long as the operator is required. The Port will not pay for standby or non-operating time for equipment. The Contractor's general superintendent further agrees to inform the Port Project Manager when the task order is complete prior to release of equipment and operator.
  - 3. The following sets forth a general description of the work covered in each bid item and may not be all inclusive. All work specifically indicated to be within these Specifications shall be performed whether or not specifically listed under an item description.

**A. BID ITEM NO. 1 - MOBILIZATION AND DEMOBILIZATION**

- i. Payment for MOBILIZATION AND DEMOBILIZATION shall be for preparatory and cleanup 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; for premiums on bonds and insurance for the Project, L&I Intents and Affidavits, TWIC Cards and any necessary escort services, and for other work and operations which must be performed or costs incurred before beginning work on the various items on the Project Site.
- ii. Individual Task Orders will have a single mobilization / demobilization cost to the site from the Contractor's facility unless approved by the Engineer in the original estimate.
- iii. Mobilization and Demobilization shall be paid at the per each unit price listed in the bid form for each Task Order.

**B. BID ITEM NO. 2 – TRACTOR (WITH BUCKET)**

- i. Use of Tractor shall be measured and paid per hour based on the rate set on the bid form.

**C. BID ITEM NO. 3. IN/OUT COSTS FOR BID ITEM 2**

- i. In/Out Costs shall be measured and paid for each using the unit price established on the bid form for preparatory work and operations performed by the Contractor for the movement of item 3 to and from the project site.

**D. BID ITEM NO. 4 - TANK SPRAYER FOR BID ITEM 2**

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SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

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- i. Use of tank sprayer shall be measured and paid per hour based on the rate set on the bid form.
- E. BID ITEM NO. 5 – SPREADER FOR BID ITEM 2
  - i. Use Of Spreader Shall Be Measured And Paid Per Hour Based On The Rate Set On The Bid Form.
- F. BID ITEM NO. 6 – BRUSH HOG FOR BID ITEM 2
  - i. Use of brush hog shall be measured and paid per hour based on the rate set on the bid form.
- G. BID ITEMS NO. 7 - TRACTOR WITH 3 POINT BOOM FLAIL MOWER
  - i. Use of Tractor with 3 Point Boom Flail Mower shall be measured and paid per hour based on the rate set on the bid form.
- H. BID ITEM NO. 8. IN/OUT COSTS FOR BID ITEM 7.
  - i. In/Out Costs shall be measured and paid for each using the unit price established on the bid form for preparatory work and operations performed by the Contractor for the movement of item 7 to and from the project site.
- I. BID ITEM NO. 9 SEMI-TRUCK WITH WOOD CHIP POT BELLY SEMI-TRAILER
  - i. Use of Semi-Truck with Wood Chip Pot Belly Semi-Trailer shall be measured and paid per hour based on the rate set on the bid form.
- J. BID ITEM NO. 10 TRUCK (PICKUP)
  - i. Use of Truck (Pickup) shall be measured and paid per hour based on the rate set on the bid form.
- K. BID ITEM NO. 11 TRUCK (FLATBED) – STAKE BED OR ENCLOSED BOX
  - i. Use of Truck (Flatbed) shall be measured and paid per hour based on the rate set on the bid form.
- L. BID ITEM NO. 12 TRUCK (3YD DUMP BOX)
  - i. Use of Truck (3 yd dump box) shall be measured and paid per hour based on the rate set on the bid form.
- M. BID ITEM NO. 13 TRUCK (10YD DUMP BOX)
  - i. Use of Truck (10 yd dump box) shall be measured and paid per hour based on the rate set on the bid form.
- N. BID ITEM NO. 14 TRAILER
  - i. Use of Trailer associated with Bid Items 10, 11, 12 and 13 shall be measured and paid per hour based on the rate set on the bid form.
- O. BID ITEM NO. 15 – TUB GRINDER
  - i. Use of Tub Grinder shall be measured and paid per hour based on the rate set on the bid form.

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P. BID ITEM NO. 16 IN/OUT COSTS FOR BID ITEM 15.

- i. In/Out Costs shall be measured and paid for each using the unit price established on the bid form for preparatory work and operations performed by the Contractor for the movement of bid item 15 to and from the project site.

Q. BID ITEM NO. 17 – EXCAVATOR +/- 12.54 MT (.75 CY)

- i. Use of Excavator +/- 12.54 MT shall be measured and paid per hour based on the rate set on the bid form.

R. BID ITEM NO. 18 - EXCAVATOR +/- 24 MT (1.5 CY)

- i. Use of Excavator +/- 24 MT shall be measured and paid per hour based on the rate set on the bid form.

S. BID ITEM NO. 19 - IN/OUT COSTS FOR ITEMS 17 AND 18.

- i. In/Out Costs shall be measured and paid for each using the unit price established on the bid form for preparatory work and operations performed by the Contractor for the movement of items 17 and 18 to and from the project site.

T. BID ITEM NO. 20 – CRAWLER DOZER +/- 70 HP

- i. Use of Crawler Dozer +/- 70 HP shall be measured and paid per hour based on the rate set on the bid form.

U. BID ITEM NO. 21 - IN/OUT COSTS FOR ITEM 20.

- i. In/Out Costs shall be measured and paid for each using the unit price established on the bid form for preparatory work and operations performed by the Contractor for the movement of item 21 to and from the project site.

V. BID ITEM NO. 22 – WHEELED LOADER +/- 145 HP (3.0 CY)

- i. Use of Wheeled Loader +/- 145 HP (3.0 CY) shall be measured and paid per hour based on the rate set on the bid form.

W. 23. BID ITEM NO. 23 - IN/OUT COSTS FOR ITEM 22.

- i. In/Out Costs shall be measured and paid for each using the unit price established on the bid form for preparatory work and operations performed by the Contractor for the movement of item 23 to and from the project site.

X. BID ITEM NO. 24 – 4WD LOADER/BACKHOE 89 HP

- i. Use of 4WD Loader/Backhoe 89 HP shall be measured and paid per hour based on the rate set on the bid form.

Y. BID ITEM NO. 25 - IN/OUT COSTS FOR ITEM 24.

- i. In/Out Costs shall be measured and paid for each using the unit price established on the bid form for preparatory work and operations performed by the Contractor for the movement of item 25 to and from the project site.

Z. BID ITEM NO. 26 – HOE PACK FOR BID ITEM 24

- i. Use of Hoe Pack for bid item No. 24 shall be measured and paid per hour based on the rate set on the bid form.

Commented [JS1]: Is it 12.54 or 12.5? 00 41 00 states 12.5

Commented [MD2R1]: It should be 12.54. This is a rounding issue

Commented [MD3]: Revised as an excavator. I'm guessing that it simply didn't get modified as the dump truck is listed above.

Commented [JS4]: Is this an excavator or a dump truck?

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SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

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AA.ID ITEM NO. 27 – GENERATOR

- i. Use of Generator shall be measured and paid per hour based on the rate set on the bid form.

BB.BID ITEM NO. 28 – TANK 500 GAL., POLY

- i. Use of Tank 500 Gal., Poly shall be measured and paid per hour based on the rate set on the bid form.

CC. BID ITEM NO. 29 – HOSE,  $\frac{3}{4}$  X 100'

- i. Use of Hose,  $\frac{3}{4}$  x 100' shall be measured and paid per each based on the rate set on the bid form.

DD. BID ITEM NO. 30 – PUMP 2" SUBMERSIBLE

- i. Use of Pump 2" submersible shall be measured and paid per hour based on the rate set on the bid form.

EE.BID ITEM NO. 31 – PORTABLE TOILET RENTAL

- i. Use of Portable Toilet Rental shall be measured and paid per day based on the rate set on the bid form.

Measurement and Payment for Small Tools

FF.BID ITEMS NO. 32 – 38

- i. Use Bid Items No. 32 – 38, Small Tools, shall be measured and paid per hour based on the rate set on the bid form for each item.

Measurement and Payment for HAZWOPER Trained Labor

GG. BID ITEM NO 39 - LABOR, OTHER THAN THAT INCLUDED ABOVE.

- i. This item is the total cost to the Port for each hour of labor, including fringe benefits, small tool allowance, travel, overhead and profit, etc., regardless of classification, except that which is included in the operator costs included with the equipment rates.

HH. BID ITEM NO 40 - SUPERINTENDENT/FOREMAN, OTHER THAN THAT INCLUDED ABOVE.

- i. This item is the total cost to the Port for each hour of labor, including fringe benefits, small tool allowance, travel, overhead and profit, etc., regardless of classification, except that which is included in the operator costs included with the equipment rates.

Measurement and Payment for Materials

II. BID ITEM NO. 41 – GEOTECHNICAL FABRIC

- i. Geosynthetic material and/or geogrid materials will be measured and paid for by the Square Yard.

JJ. BID ITEMS NO. 42 – 44

- i. The unit price will be measured and paid for per cubic yard for the material provided and in place.

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- ii. The measurement and payment of the materials shall include the cost of transport, installation and maintenance of these materials for the duration of the project.

KK. BID ITEM NO. 45 – JUTE MATTING

- i. The unit price will be measured and paid for per square yard for the material provided.

LL. BID ITEMS NO. 46 – 10LBS SEED (GRASS)

- i. The unit price will be measured and paid for per each used.

Commented [MD5]: Revised to be each

MM. BID ITEMS NO. 47 – STRAW (BAIL)

- i. The unit price will be measured and paid for per Each for the material provided

NN. BID ITEM NO. 48 – HERBICIDE

- i. The unit price will be measured and paid for per Gallon for the material provided.

OO. BID ITEM NO. 49 – MARKING DYE

- i. The unit price will be measured and paid for per Gallon for the material provided.

PP. BID ITEM NO. 50 – 30 LBS PESTICIDE (SNAIL BAIT)

- i. The unit price will be measured and paid for per Each for the material provided.

QQ. BID ITEM NO. 51 – 4" TO 8" QUARRY SPALL

- i. The unit price will be measured and paid for per Ton for the material provided and in place.
- ii. The measurement and payment of the materials shall include the cost of transport, installation and maintenance of the material for the duration of the project.

RR. BID ITEM NO. 52 – 2" TO 4" QUARRY SPALL

- i. The unit price will be measured and paid for per Ton for the material provided and in place.
- ii. The measurement and payment of the materials shall include the cost of transport, installation and maintenance of the material for the duration of the project.

SS. BID ITEM NO. 53 – 1 ½" MINUS GRAVEL

- i. The unit price will be measured and paid for per Ton for the material provided and in place.
- ii. The measurement and payment of the materials shall include the cost of transport, installation and maintenance of the material for the duration of the project.

TT. BID ITEM NO. 54 – 4' HIGH, HI-VISIBILITY FENCING

- i. The unit price will be measured and paid for per Linear Foot for the material provided.

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UU. BID ITEM NO. 55 – CRITICAL AREA SIGNS

- i. The unit price will be measured and paid for per Each for the material provided.

Measurement and Payment for Hauling and Disposal as Complete Service

VV. BID ITEM NO. 56 TO WASTE DISPOSAL SITE, NOXIOUS OR INVASIVE PLANT MATERIAL & TRASH

- i. The hauling and disposal of materials to a waste disposal site will be measured and paid for by the ton, as verified by certified scale weight tickets.

WW. BID ITEM NO. 57 TO DISPOSAL SITE, WOOD CHIP DEBRIS

- i. The hauling and disposal of materials to a disposal site will be measured and paid for by the ton, as verified by certified scale weight tickets.

XX. BID ITEM NO. 58 TO PORT SITE, WOOD CHIP DEBRIS

- i. The hauling and disposal of materials to Port site will be measured and paid for by the Ton, as verified by certified scale weight tickets.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

DIVISION 01 - GENERAL REQUIREMENTS  
SECTION 01 25 00 - SUBSTITUTION PROCEDURES DURING CONSTRUCTION

**PART 1 - GENERAL**

**1.01 SUMMARY**

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

**1.02 DEFINITIONS**

- A. Substitutions: Changes in products, materials, equipment and methods of construction from those required by the Contract Documents and proposed by Contractor.
- B. The 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. 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. Post-Award Substitution Requests: Submit a substitution request as defined in 01 33 00 – Submittal Procedures. All substitution requests must be submitted by the Contractor and not a subcontractor or supplier.
  - 1. Substitution Request Form: Use a copy of form located in Section 00 63 25.
  - 2. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 7 calendar days of receipt of a request for substitution. Engineer will notify Contractor through Port of acceptance or rejection of proposed substitution within 15 calendar days of receipt of request, or 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.
- B. Substitutions will not be considered when:
  - 1. Indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with this Section.
  - 2. Submittal for substitution request has not been reviewed and approved by Contractor.
  - 3. Acceptance will require substantial revision of Contract Documents or other items of the Work.
  - 4. 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. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

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DIVISION 01 - GENERAL REQUIREMENTS  
SECTION 01 25 00 - SUBSTITUTION PROCEDURES DURING CONSTRUCTION

**PART 2 - PRODUCTS**

2.01 SUBSTITUTIONS

- A. 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.
- B. Substitutions for Convenience: Engineer will consider Contractor's requests for substitution if received within seven (7) days after the Notice of Award.

**PART 3 - EXECUTION - NOT USED**

END OF SECTION

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## PART 1 - GENERAL

### 1.01 RELATED WORK DESCRIBED ELSEWHERE

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

### 1.02 SUBMITTAL LOG

- A. Contractor shall prepare and submit for Engineer approval a detailed log of all the submittals required under each task order with each task order proposal, 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. Submittal Number
  - 2. Item identification.
  - 3. Scheduled submittal date, date returned, date approved.
  - 4. Date submittal or material is needed.
  - 5. After the submittal log is reviewed and approved by the Engineer, it shall become the basis for the submittal of all items by Contractor.

### 1.03 COMPLIANCE

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

### 1.04 SHOP DRAWINGS AND MANUFACTURERS' LITERATURE

- A. The Port will not accept shop drawings that prohibit the Port from making copies for its own use.
- B. Shop drawings shall be prepared accurately and to a scale sufficiently large to indicate all pertinent features of the products and the method of fabrication, connection, erection, or assembly with respect to the work.
- C. All drawings submitted to the Engineer for approval shall be drawn to scale as ANSI D
- D. Required electronic formats for these drawings are as follows:
  - 1. AutoCad DWG
  - 2. PDF - Formatted to print to half-scale using 11x17 paper.
- E. Catalog cuts 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** - Submittal has been 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** - Same as Item 3 with comments as noted.
  5. **Revise and Resubmit** - Submittal has been rejected because of major inconsistencies or errors. Resolve or correct before next submittal.
  6. **Rejected** - 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", "Reviewed" 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 Contract Documents, 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 use the Port supplied transmittal form for all submittals and email submittals in a clear PDF document to the Engineer at - TBD by Task Order.

DIVISION 01 - GENERAL REQUIREMENTS  
SECTION 01 33 00 - SUBMITTAL PROCEDURES

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- B. Product submittals that cannot be accomplished electronically shall be accompanied by a printed version of the transmittal. These submittals will be hand delivered to the Port offices at One Siccum Plaza, Attention: Engineering Department - TBD by Task Order
- C. 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.
- D. The Contractor shall thoroughly review all shop and detail drawings, prior to submittal, to assure coordination with other parts of the work.
- E. 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.
- F. All submittal packages including (but not limited to) product data sheets, 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.

3.02 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 DESCRIPTION OF WORK

- A. The work includes the requirements for health and safety provisions necessary for all work associated with each task order. 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 the start of any Work, the Contractor shall provide a task order 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. Suspicious materials and/or unidentified materials;
    - b. Odorous conditions and toxic gases.
  9. Exposure monitoring to be used to evaluate actual hazards compared with anticipated conditions, including but not limited to arsenic 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 excavation and handling of soil)
  - b. Respirator fit testing
  - c. Arsenic 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.
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. Project soils, on some sites, contain greater than 20 ppm of inorganic arsenic and the Contractor shall comply with all applicable requirements of Washington Department of Labor and Industries Division of Occupational Safety and Health (DOSH) Arsenic Standard, WAC 296-848 including but not limited to personal exposure monitoring, use of respirators and PPE, and worker training. Refer to WAC 296-848-100 Table 1 to determine applicable sections.

B. Potential Exposures Routes

1. Inhalation: Airborne dusts, fibers, particulates, or vapors may be released during site activities. Inhalation of airborne inorganic arsenic may occur.

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, 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 adjacent to water, presenting hazards of falling into water, hypothermia from exposure to the elements, and drowning.
  2. Major hazards associated with vegetation management and 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.
  5. Operation of equipment, including tractors, 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, poison hemlock, sumac, etc.).
  4. Trips and falls

### PART 2 - PRODUCTS

#### 2.01 SAFETY SIGNAGE

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

#### 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. All chemicals to be used on site;

2. A hazardous materials inventory and SDSs for the chemicals brought on site;
3. Fencing and barriers;
4. Warning signs and labels;
5. Fire extinguishers;
6. Personal protective equipment (hard hats, foot gear, skin, eye, and respiratory protection);
7. Area and personnel exposure monitoring equipment;
8. Decontamination equipment and supplies;
9. First aid equipment;
10. Spill response and spill prevention equipment; and
11. Field documentation logs/supplies

### **PART 3 - EXECUTION**

#### **3.01 WORK AREA PREPARATION**

- A. Contractor shall comply with health and safety rules, regulations, ordinances promulgated by the local, state, and federal government, the various construction permits, and other sections of the Contract Documents. Such compliance shall include, but not be specifically limited to: any and all protective devices, equipment and clothing; guards; restraints; locks; latches; switches; and other safety provisions that may be required or necessitated by state and federal safety regulations. The Contractor shall determine the specific requirements for safety provisions and shall have inspections and reports by the appropriate safety authorities to be conducted to ensure compliance with the intent of the regulations.
- B. Contractor shall inform employees, subcontractors and their employees of the potential danger in working with any potentially regulated materials, equipment, soils and groundwater at the project sites.
  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 may submit a copy of the Contractor's HASP for sites with regulated materials 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 SPILL PREVENTION AND CONTROL

- A. The Contractor shall be responsible for prevention, containment and cleanup of spilling petroleum and other chemicals/hazardous materials used in the Contractor's operations. All such prevention, containment and cleanup costs shall be borne by the Contractor.
- B. The Contractor is advised that discharge of oil, fuel, other petroleum, or any chemicals/hazardous materials from equipment or facilities into state waters or onto adjacent land is not permitted under state water quality regulations.
- C. In the event of a discharge of oil, fuel or chemicals/hazardous materials into waters, or onto land with a potential for entry into waters, containment and cleanup efforts shall begin immediately and be completed as soon as possible, taking precedence over normal work. Cleanup shall include proper disposal of all spilled material and used cleanup materials.
- D. The Contractor shall, at a minimum, take the following measures regarding spill prevention, containment and cleanup.
  1. Fuel hoses, lubrication equipment, hydraulically operated equipment, oil drums and other equipment and facilities shall be inspected regularly for drips, leaks or signs of damage, and shall be maintained and stored properly to prevent spills. Proper security shall be maintained to discourage vandalism.
  2. All land-based chemical, oil and products' storage tanks shall be diked, contained and/or located so as to prevent spills from escaping into the water. Dikes and containment area surfaces shall be lined with impervious material to prevent chemicals or oil from seeping through the ground and dikes.
  3. All visible floating sheen shall be immediately contained with booms, dikes or other appropriate means and removed from the water prior to discharge into state waters. All visible spills on land shall be immediately contained using dikes, straw bales or other appropriate means and removed using sand, sawdust or other absorbent material, which shall be properly disposed of by the Contractor. Waste materials shall be temporarily stored in drums or other leak-proof containers after cleanup and during transport to disposal. Waste materials shall be disposed offsite in accordance with applicable local, state and federal regulations.
  4. In the event of any oil or product discharges into public waters, or onto land with a potential for entry into public waters, the Contractor shall immediately notify the Port Security at their listed 24-hour response number:
    - a. Port Security: 253-383-9472
- E. The Contractor shall maintain the following materials (as a minimum) at each of the project sites:
  1. Oil-absorbent booms: 100 feet.
  2. Oil-absorbent pads or bulk material, adequate for coverage of 200 square feet of surface area.
  3. Oil-skimming system.
  4. Oil dry-all, gloves and plastic bags.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 RELATED WORK SPECIFIED ELSEWHERE**

A. The provisions and intent of the Contract, including the General Conditions and General Requirements, apply to this work as specified in this section. Work related to this Section is described in, but not limited to:

1. Section 01 35 29 – Health, Safety, and Emergency Response Procedures
2. Section 01 35 43.19 – Export Soil Management
3. Section 01 74 19 – Waste Management and Disposal

### **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 Task Order accordingly, for unforeseen conditions.

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

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

**END OF SECTION**

## PART 1 - GENERAL

### 1.01 DESCRIPTION OF WORK

- A. Soils that cannot be reused onsite and are anticipated to be exported to an off-site facility must have a completed soil profile prior to export. Contractor is responsible for collecting the appropriate data that satisfies the requirements of the receiving facility.
- B. Soils excavated as part of the scope of work associated with Task Orders are anticipated to be free of regulated material; however, should the Contractor identify soil that cannot be reused as part of the project, the Contractor shall notify the Engineer to determine if the soil requires special handling.
  1. Soil with unexpected regulated material, as identified by visual and/or olfactory methods, shall be segregated from other excavated material until such time as appropriate testing and analysis can be completed by the Port. Upon completion of the soil profile, the Engineer will inform the Contractor of any special handling requirements based on the results.
  2. Soil beyond construction excavation limits will not require excavation unless free draining product is observed or other special conditions exist; in which case the Engineer will direct the Contractor in additional excavation. Soils determined to require special handling will be hauled and disposed of at an approved disposal facility.
- C. No soil shall be removed from the site without prior notification to the Engineer. The notification shall include:
  1. An estimate of the number of truck-trips, the haul destination, and the period in which these trips will be made (e.g., *20 truck-trips to the Waste Management Facility over the two-week period beginning on March 1, 2012*).

### 1.02 DEFINITIONS

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

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

#### 1.03 HEALTH AND SAFETY

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

#### 1.04 SUBMITTALS

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

6. Contractor shall coordinate with the Engineer to facilitate handling of regulated soil in accordance with this specification.
7. Description of all haul routes to be used on the project.

B. A completed soil profile prior to export to an off-site receiving facility.

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

## **PART 3 - EXECUTION**

### **3.01 EXCAVATION/TESTING**

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

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

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

- D. Type D Soil that is not reused onsite shall be hauled by the Contractor to a site determined by the Contractor. If the receiving/disposal facility requires additional testing or certification of this soil, Contractor shall complete these requirements, at no additional cost to the Port. The Port will not certify or declare the material suitable for unrestricted use.

### 3.03 OTHER REQUIREMENTS

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 DESCRIPTION OF WORK**

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

### **1.02 SUBMITTALS**

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

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

## **PART 3 – EXECUTION**

### **3.01 AIR POLLUTION CONTROL**

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

### **3.02 NOISE CONTROL**

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

**END OF SECTION**

## PART 1 – GENERAL

### 1.01 SECTION INCLUDES

- A. The Work shall consist of the procedures to be followed in the event that cultural and/or historical resources are inadvertently discovered during the project's activities.
- B. Task Orders may be located in an area previously inventoried for cultural and historical resources; however it is possible that additional, previously unidentified archaeological resources and/or skeletal remains could be inadvertently discovered during project activities. In the event that prehistoric, historic-era archaeological materials or skeletal remains are discovered, the appropriate protection measures and protocols described in this section must be followed.
- C. The Port will provide archaeological monitoring by or under the guidance of a professional archaeologist (archaeologist).
  - 1. All ground disturbing activities in native soils must be observed by the archaeologist.

### 1.02 REFERENCES

- A. The rules, requirements, and regulations that apply to this Work include, but are not necessarily limited to the following:
  - 1. Port of Tacoma "Archaeological Monitoring and Inadvertent Discovery Plan"

### 1.03 AUTHORITY OF ARCHAEOLOGIST

- A. At any time, when the archaeologist determines that possible cultural resources or skeletal remains might be present, they have the authority to stop work, secure the area of the find and determine a work stoppage zone. This area shall remain protected until further decisions can be made regarding the work site.
- B. The archaeologist will stand in close proximity of the construction equipment to view subsurface deposits as they are exposed and will be in close communication with the equipment operators to ensure adequate opportunity for observation and documentation. The monitor will coordinate the depths of the lifts with the Port and the Contractor.
- C. The archaeologist will be provided the opportunity to screen excavated sediments and matrix samples when this is judged to be useful.
- D. Archaeological monitoring will proceed until it can be determined by the archaeologists that skeletal remains or other cultural resources are not likely to be impacted by construction activities.

## PART 2 – PRODUCTS – NOT USED.

## PART 3 – EXECUTION

### 3.01 PROTOCOLS FOR DISCOVERY OF ARCHAEOLOGICAL RESOURCES

- A. In the event that archaeological resources are encountered within the project, the following actions will be taken:
  - 1. All ground disturbing and construction activity at the specific location will stop and the area will be protected via temporary fencing or other appropriate measures.
  - 2. The Contractor's work supervisor will be notified immediately.
  - 3. Contact the PORT's Engineer and Environmental Project Manager immediately.

4. A work stoppage zone, as determined by the Archaeologist and PORT, will be established.
5. The PORT's Environmental Project Manager will contact the appropriate agencies where the discovery is located as well as the Washington State Department of Archaeology and Historic Preservation (DAHP) the Puyallup Tribe (TRIBE) and the U.S. Army Corps of Engineers (Corp).
6. The Work Stoppage Zone will remain protected until further decisions can be made regarding the area.
7. The Contractor will be allowed to continue ground disturbing and other construction activities outside of the established work stoppage zone.

### 3.02 PROTOCOLS FOR DISCOVERY OF HUMAN REMAINS

- A. In the event of that human remains are encountered within the project, the following actions, consistent with RCWs 68.50.645, 27.44.055 and 68.60.055 will be taken:
  1. All ground disturbing and construction activity at the specific location will stop and the area will be protected via temporary fencing or other appropriate measures. The remains will not be touched, moved or further disturbed.
  2. The Contractor's work supervisor will be notified immediately.
  3. Contact the Port's Engineer and Environmental Project Manager immediately.
  4. The Environmental Project Manager will notify the county medical examiner / coroner and local law enforcement.
  5. A Work Stoppage Zone will be determined and remain protected until further decisions can be made regarding the area.
  6. The Contractor will be allowed to continue ground disturbing and other construction activities outside of the established work stoppage zone.

### 3.03 PROTOCOLS FOR CONFIDENTIALITY

- A. In the event of that human remains or cultural resources are discovered within the project area, the Port and the Contractor shall keep and maintain all information regarding any discovery confidential.
  1. At no time shall the Contractor contact the media, any third party or otherwise share information regarding the discovery with any member of the public.
  2. If the Contractor is contacted by the media or the public regarding any discovery, they shall refrain from comment, and contact the Port's Environmental Project Manager immediately.

### END OF SECTION

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements relating to referenced standards.

**1.02 QUALITY ASSURANCE**

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SECTION INCLUDES**

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, and fencing.
- D. 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.
- B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

### **1.03 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.

### **1.04 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.

### **1.05 FENCING**

- A. Construction: Contractor's option.

### **1.06 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 in the Contract Documents.
- 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.

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SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

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**1.07 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to completion of each Task Order inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## PART 1 - GENERAL

### 1.01 WORK DESCRIPTION

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

### 1.02 REFERENCES

- A. The rules, requirements, and regulations that apply to this Work include, but are not necessarily limited to the following:
  1. Washington Department of Ecology, "Stormwater Management Manual for Western Washington," 2014.
  2. Washington Department of Ecology, "Phase I Municipal Stormwater Permit", 2014.
  3. City of Tacoma, "Surface Water Management Manual," Tacoma Public Works, Environmental Services, February 2014

### 1.03 SUBMITTALS

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

### 1.04 AUTHORITY OF ENGINEER

- A. Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and fill operations, as determined by analysis of project conditions; and to direct Contractor to provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, and other areas of water impoundment.
- B. In the event that areas adjacent to the work area are suffering degradation due to erosion, sediment deposit, water flows, or other causes, the Engineer may stop construction activities until Contractor rectifies the situation.

## **PART 2 - PRODUCTS**

### **2.01 DUST CONTROL**

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

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

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

### **3.02 TEMPORARY EROSION AND SEDIMENT CONTROL DEVELOPMENT**

- A. Contractor shall prepare and submit a site-specific SWPPP, if required, prior to initiating any ground disturbing activities.
  1. The SWPPP shall describe the proposed construction activities and all Temporary and Permanent Erosion and Sediment Control measures, pollution prevention measures, inspection/monitoring activities, and recordkeeping that will be implemented during the proposed construction project.
  2. The SWPPP shall consist of planning, installing, inspecting, maintaining, and removing TESC BMPs per Ecology's Volume II of the Stormwater Management Manual for Western Washington (2014). The BMPs are the minimum required to prevent pollution of air and water, to control peak volumetric flow rates and velocity of stormwater, and to control, respond to, and dispose of eroded sediment and turbid water during the term of the Contract
  3. A SWPPP template is available to the Contractor for this purpose. The template was prepared by the Port to meet part of the National Pollution Discharge Elimination System (NPDES) stormwater permit requirements for the project. Contractor may use the applicable Port template to prepare the project SWPPP or prepare their own SWPPP. If the Contractor elects to prepare their own SWPPP, it must meet or exceed the control measures required by the Ecology (reference Ecology's Stormwater Management Manual for Western Washington, 2014).
  4. If the task order will disturb less than 1 acre of land, the short form template will meet the project SWPPP requirements. The SWPPP short form template is attached to the end of this Section.
- B. The Contractor shall develop project-specific TESC BMPs and incorporate them into the SWPPP. The Contractor shall address the following issues as part of developing and implementing the BMPs.
  1. TESC BMPs must meet the requirements in Ecology's Volume II of the Stormwater Management Manual for Western Washington (2014)

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

### 3.03 TEMPORARY EROSION AND SEDIMENT CONTROL IMPLEMENTATION

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

**END OF SECTION**

## **PART 1 - GENERAL**

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

- A. The provisions and intent of the Contract, including the General Conditions and other sections of the General Requirements apply to this work as if specified in this section. Work related to this section is described throughout the specifications.
- 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 – Not Used**

**END OF SECTION**

## **PART 1 - GENERAL**

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

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

## **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. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

### **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.
  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. Sweep paved areas broom clean. Remove spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove debris and surface dust from limited access spaces, including roofs, attics, and similar spaces.

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SECTION 01 74 13 - CONSTRUCTION CLEANING

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f. Leave Project clean and ready for occupancy.

**3.03 REPAIR OF WORK**

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 RELATED DOCUMENTS**

### **1.02 SUMMARY**

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

### **1.03 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list) indicating the value of each item on the list and reasons why the Work is incomplete.
- B. 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. Terminate and remove temporary facilities from Project site
  - 2. Complete final cleaning requirements
- D. Submit a written request for inspection to determine Substantial Completion a minimum of days prior to days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Notice of Substantial Completion after inspection or will notify Contractor of items, either on the Contractor's list or additional items identified by the Engineer, that must be completed or corrected before notice will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for final completion.

### **1.04 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.

### **1.05 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 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.

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SECTION 01 77 00 - CLOSEOUT PROCEDURES

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B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 3 days prior to date the work will be complete and ready for final inspection and tests. On receipt of request, the Engineer will either proceed with inspection or notify contractor of unfulfilled requirements.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

**1.06 FINAL ACCEPTANCE PROCEDURES**

A. Submittals Prior to Final Acceptance:

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

B. The Engineer will issue the Final Acceptance Memo upon receipt of the required submittals.

**PART 2 – PRODUCTS – Not Used**

**PART 3 – EXECUTION – Not Used**

**END OF SECTION**

## PART 1 – GENERAL

### 1.01 DESCRIPTION OF WORK

- A. The provisions herein shall apply to survey, clearing and grubbing, excavation, removal of unsuitable materials, subgrade preparation, placing materials including but not limited to bankrun gravel, crushed ballast, crushed surfacing, compaction, and finished surface grading.
- B. Existing improvements, adjacent property, utilities, and other facilities, shall be protected from damage resulting from the Contractor's operations.
- C. Excavating and grading which is part of this Contract, shall be completed within the tolerances established or within reasonably close conformity with the existing grade and surface. All finished surfaces shall be graded to drain and match existing conditions without holes, bumps, tripping hazards, or other surface irregularities.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions and General Requirements, apply to this work as if specified in this section. Work related to this section is described in:
- B. Section 01 33 00 – Submittals
- C. Section 01 57 13 – Temporary Erosion and Sediment Control and Construction Stormwater Pollution Prevention

### 1.03 SUBMITTALS

- A. The Contractor shall perform, pay for, and submit test reports, grading sieve analysis, certification and pit source data for all imported materials.

### 1.04 QUALITY ASSURANCE

- A. The Port will provide testing and inspection service to the satisfaction of the Engineer unless otherwise specified. The Contractor may obtain copies of results of tests performed by the Port at no cost. Tests conducted for the sole benefit of the Contractor shall be at the Contractor's expense.

### 1.05 SITE CONDITIONS

- A. Water Control: The Contractor's work shall be conducted as specified in Section 01 57 13 Temporary Erosion and Sediment Control and Construction Pollution Prevention and as included herein. The Contractor's operations shall be conducted in such a manner as to prevent sediment and construction waste from reaching existing sewers, storm drains, streams, or waterways. The Contractor shall provide temporary erosion control measures as necessary to protect these facilities. The Contractor is solely responsible for compliance with all applicable laws, regulations, and requirements for surface water management related to Contractor's work activities.
- B. Groundwater: The Contractor should anticipate encountering groundwater between elevations 9 feet to 12 feet. The groundwater elevation varies depending upon proximity to the shoreline, tidal conditions and weather.
- C. Existing Utilities: The Contractor shall verify the location of existing utilities at the site and mark, stake, or flag those utilities which are to remain. Damage to utilities which are to remain shall be repaired by the Contractor at no cost to the Port.

## PART 2 – PRODUCTS

### 2.01 CRUSHED ROCK (GRADATION AS REQUIRED)

A. Crushed rock shall consist of granular material meeting the characterization requirements in 2.05 either naturally occurring or processed meeting the following requirements. Crushed Rock shall meet the specifications for 2" to 4" quarry spall, 4" to 8" quarry spall and 1 1/2" minus gravel borrow.

### 2.02 2" TO 4" QUARRY SPALL

A. Aggregate for 2" to 4" quarry spall shall consist of granular material, either naturally occurring or processed, and shall meet the following requirements for grading and quality:

| <u>1. Sieve Size</u> | <u>Percent Passing</u> |
|----------------------|------------------------|
| 2. 4" square         | 95-100                 |
| 3. 2" square         | 40 max.                |
| 4. 3/4"              | 10 max.                |

### 2.03 ALL PERCENTAGES ARE BY WEIGHT.

### 2.04 4" TO 8" QUARRY SPALL

A. Aggregate for 4" to 8" shall consist of granular material, either naturally occurring or processed, and shall meet the following requirements for grading and quality:

| <u>1. Sieve Size</u> | <u>Percent Passing</u> |
|----------------------|------------------------|
| 2. 8" square         | 100                    |
| 3. 3" square         | 40 max.                |
| 4. 3/4"              | 10 max.                |

### 2.05 ALL PERCENTAGES ARE BY WEIGHT.

### 2.06 1 1/2" MINUS GRAVEL BORROW

A. 1 1/2" minus gravel borrow shall consist of crushed, processed or naturally occurring granular material. It shall be free from various types of wood waste or other extraneous or objectionable materials. It shall have such characteristics of size and shape that it will compact and shall meet the following specifications for grading and quality:

| <u>B. Sieve Size</u> | <u>Percent Passing by Weight</u> |
|----------------------|----------------------------------|
| 1-1/2" square        | 100                              |
| 1" square            | 75-100                           |
| 5/8" square          | 50-100                           |
| U.S. No. 4           | 20-80                            |
| U.S. No. 40          | 3-24                             |
| U.S. No. 200         | 10.0 Max.                        |
| Sand Equivalent      | 35 min.                          |

Imported material shall be characterized as specified in paragraphs 2.05 at the Contractor's expense.

## 2.07 CHARACTERIZATION OF OFF-SITE BORROW MATERIAL:

- A. Materials shall be of the quality, size, shape, gradation, or equal to that manufacture as specified herein. The Contractor shall submit a characterization of any and all material to be imported including source identification, analyses of representative material source sample(s), and a source inspection report. The material shall not be imported to the site until approved by the Engineer.
- B. The Contractor shall inspect all proposed off-site borrow material sources. The Contractor shall notify the Engineer at least two days prior to such inspection. The Engineer reserves the right to accompany the Contractor and witness such inspection. During such inspection, the Contractor shall confirm that materials meet these specifications and contain no hazardous substances at concentrations greater than those stated in WAC 173-340-900 Table 740-1 (Method A Cleanup levels for unrestricted Land Uses). Prior to importing material, the Contractor shall provide documentation for the Engineer's approval demonstrating that all imported material is from a borrow pit that meets these fill specifications and certifies the same in writings. Laboratory chemical data results representative of the source material shall be submitted for approval. Testing shall be performed at a laboratory accredited under Chapter 173-50 WAC. Characterization testing data shall include the following, unless waived by the Engineer.
  1. Grain Size Distribution (ASTM D 422-63)
  2. Maximum Dry Density (ASTM D1557)
  3. Priority Pollutant Metals (EPA SW 846 6010/6020/7041)
  4. Volatile Organic Compounds (EPA SW 846 8260)
  5. Semi-volatile Organic Compounds (EPA SW 846 8270)
  6. PCBs and Pesticides (EPA SW 846 8080)
  7. Petroleum Hydrocarbons (NWTPH-HCID)

The Port reserves the right to request that the Contractor provide additional test results representative of the source material. The Contractor and Engineer shall visually inspect import material upon delivery for the presence of foreign, recycled, or reprocessed material and to verify that it is the material sampled for characterization and approval. The Port of Tacoma may at any and all times perform additional independent inspection(s). Material may be rejected due to identification of any such material or as a result of substandard test results. In the event of rejection, it shall be the responsibility of the Contractor to remove all rejected material from the site at no cost to the Port. In no case will material be accepted that exceeds Method A cleanup levels for unrestricted land use under the Model Toxics Control Act (WAC 173-340-900 Table 740-1).

## 2.08 SUSPECT MATERIALS:

Soil suspected of containing regulated materials (see section 2.07 herein), hazardous materials, or dangerous waste as identified based on visual and olfactory observations (suspect material) may be encountered during excavation. Soils shall be suspect material if it has an odor, sheen, or color indicating the presence of regulated materials.

If encountered, the contractor shall transport the material to the earthwork stockpile area and segregate the suspect material from other stockpiled materials and notify the engineer immediately. After material is placed in the stockpile area, the port shall perform sampling and testing to determine the nature of the materials involved and shall determine how the material shall be handled and/or disposed of.

## 2.09 REGULATED/NON-REGULATED MATERIAL DEFINITIONS:

- A. Regulated Material shall be defined as materials or combinations of materials containing hazardous or dangerous wastes as defined under state or federal laws, or exceeding Method A cleanup levels for unrestricted land use under the Model Toxics Control Act (WAC 173-340-900 Table 740-1).
- B. Non-regulated Materials shall be defined as materials which do not contain hazardous or dangerous wastes as defined under state or federal laws, and do not contain substance levels exceeding Method A cleanup levels for unrestricted land use under the Model Toxics Control Act (WAC 173-340-900 Table 740-1).

## PART 3 – EXECUTION

### 3.01 UTILITY LOCATION AND PREPARATION FOR EXCAVATION

- A. Identify required lines, levels, contours, and datum locations.
- B. The Contractor shall employ the services of an experienced underground utility locator to mark the locations of existing utilities and underground piping systems in the area of the work. Those utilities which are to remain shall be adequately protected from damage. Damage to utilities or systems that are to remain shall be repaired by the Contractor at no cost to the Port.
- C. Notify utility company to remove and relocate utilities.
- D. Protect bench marks, survey control points, existing structures, utilities, monitoring wells, fences, sidewalks, paving, curbs, and other site improvements from excavating equipment and vehicular traffic.
- E. Protect plants, lawns, rock outcroppings, and other features to remain.

### 3.02 COMMON EXCAVATION

- A. The Work Described in this Section, regardless of the nature or type of the materials encountered, includes clearing, grubbing, removing unsuitable materials, excavating and grading the site and disposing of all excavated material. These activities may be performed in making cuts, embankments, slopes, ditches, approaches, parking areas, and other excavations as directed by the Engineer.
  1. Contractor shall supply labor, materials, and equipment to perform excavation of compacted or naturally occurring earth, sand, gravel, clays, or mixtures of the above, required for the work as directed by the Engineer.
  2. Excavation shall consist of excavating, removing and placement or disposing as required, of all formations and materials, natural or man-made, irrespective of nature or condition, encountered within the limits defined, necessary for the associate work. Excavation material shall be moved with the use of mechanical equipment, such as shovels, loaders, bulldozers, graders, rippers, etc., but shall not require drilling and blasting or drilling and line breaking.
  3. Excavation shall also comprise and include the satisfactory loosening, scarification, removal, loading, transporting, depositing, and compacting in the final location all materials, wet and dry, necessary to be removed. All excavated materials which are not required for fill and backfill, or which are unsuitable for fill and backfill, shall be disposed of by the Contractor, at the Contractor's expense and responsibility and in a manner acceptable to the Engineer.
  4. At any time, the Engineer may order additional excavation below subgrade to remove unsuitable, or soft and uncompactable material. Common excavation shall include removal

and disposal of surplus materials and unsuitable excavation material. Unsuitable excavation shall consist of unstable materials, such as peat, muck, water impregnated clays, swampy soils or other undesirable materials, including concrete, creosote treated timber piling, buried logs, stumps, or trash. Contractor shall haul excess excavation to a disposal site and no surplus material shall be disposed of on Port property. Replacement material shall be free draining and granular, or other material as determined by the Engineer.

5. During excavation the Contractor shall provide dewatering as necessary and excavation and filling shall be performed in a manner and sequence that will allow drainage at all times. It shall be the sole responsibility of the Contractor to control the rate and effect of the dewatering operations in such a manner as to avoid all objectionable settlement and subsidence.
6. Rocks, broken concrete, or other solid materials which are larger than 4 inches in greatest dimension, shall not be placed in fill areas and shall be removed from the site by the Contractor at no additional cost to the Port.

### 3.03 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on-site in advance of need.
- B. When fill materials need to be stored on-site, locate stockpiles where indicated by the Engineer.
- C. Protect excavated material, stockpiled for use as backfill, from contamination by other materials and from damage by weather by covering with waterproof sheeting or other suitable means.

### 3.04 BACKFILLING AND COMPACTION TO GRADE

- A. Contractor shall backfill to contours and elevations indicated using unfrozen materials.
- B. Contractor shall place fill, compact, and grade to subgrade elevations unless otherwise indicated.
- C. Contractor shall employ a placement method that does not disturb or damage other work.
- D. Contractor shall systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen, or spongy subgrade surfaces.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Granular Fill: When specified, place and compact materials in equal continuous layers not exceeding 6 inches compacted depth and compacted to 95 percent maximum dry density.
- G. Soil Fill: When specified, place and compact material in equal continuous layers not exceeding 6 inches compacted depth and compacted to 95 percent maximum dry density.
- H. Slope grade away from buildings a minimum 2 inches in 10 ft, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- I. Contractor shall correct areas that are over-excavated.
  1. Use general fill, make flush to required elevation as directed by the Engineer and compact to a minimum 95 percent of maximum dry density.
  2. Compaction Density Unless Otherwise Specified or Indicated shall be 95 percent of maximum dry density.
- J. Contractor shall reshape and re-compact fills subjected to vehicular traffic as directed by the Engineer.

K. Verify subdrainage, dampproofing, or waterproofing installation has been inspected.

### 3.05 PROTECTION

- A. Contractor shall perform all excavation and backfill to prevent displacement of banks and keep loose soil from falling into excavations. Contractor shall provide dewatering and shoring to maintain soil stability.
- B. Contractor shall protect the bottom of excavations and soil

### 3.06 SUBGRADE PREPARATION

- A. Preparation of Subgrade: Immediately prior to placement of surfacing materials, clean the entire area of all debris and dispose of as directed by the Engineer. All depressions or ruts which contain storm water shall be drained.

Shape the entire subgrade to a smooth uniform surface, true to line, grade, and cross section. The Contractor shall provide any crown and grade stakes required for drainage. Compact subgrade for pavement to 95% of maximum density as defined for Compaction Control Density paragraph 3.14 "Compaction Control Tests" in these specifications, to a minimum depth of 6 inches and to a width that will accommodate the paving equipment. If soft or spongy material underlying the upper 6 inches of the area being prepared precludes satisfactory compaction of the upper twelve inches, loosen, aerate, or excavate, replace and compact to the required density as directed by the Engineer.

The prepared subgrade shall be proof-rolled in the presence of the Engineer or their representative. Unsuitable areas shall be re-compacted or excavated and replaced or allowed to dry and re-compacted as directed by the Engineer.

Remove and dispose of excess material which cannot be disposed of by normal drifting to low spots during blading and shaping operations or by placing in subgrade areas deficient in materials or by wasting, all as directed by the Engineer. Subgrade areas deficient in materials shall be brought to grade by importing suitable materials from other subgrade areas or other sources as directed by the Engineer. Materials added to subgrade areas deficient in materials shall be watered and compacted as necessary to yield a true finished subgrade as described above.

Once it is prepared, maintain the subgrade for surfacing in the finished condition until the first course of surfacing has been placed.

Subgrade Protection: Take all precautions necessary to protect the subgrade from damage; hauling over the finished subgrade shall be limited to that which is essential for construction purposes. Equipment used for hauling over the prepared subgrade which, in the opinion of the Engineer, is causing undue damage to the prepared subgrade or to the underlying materials, shall be removed from the work at the request of the Engineer. Repair at the Contractor's expense all cuts, ruts and breaks in the surface of the subgrade prior to placing surfacing, treated base, or paving materials. Protect the prepared subgrade from both the Contractor's traffic and public traffic and maintain the subgrade by blading and rolling as frequently as may be necessary to preserve the subgrade in a completely satisfactory condition

The limits of subgrade preparation shall be as directed by the Engineer, or shall be from the edge of pavement to edge of pavement and shall extend the entire length of the paved area or roadway. On curb and gutter streets, the limits shall be from the edge of gutter to edge of gutter.

### 3.07 SUBGRADE RECONDITIONING

- A. Where approved compacted subgrades are disturbed by the Contractor's subsequent operations or adverse weather, scarify the subgrades and compact to the required density prior to further construction thereon.

### 3.08 SUBGRADE SURFACE MAINTENANCE

- A. Leave the surface free of stones or debris and wet as necessary for dust control. Maintain the surface until final treatment is applied.

### 3.09 ROUGH GRADING

- A. Remove topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials.
- B. Do not remove topsoil when wet.
- C. Remove subsoil from areas to be further excavated, re-landscaped, or re-graded.
- D. Do not remove wet subsoil, unless it is subsequently processed to obtain optimum moisture content.
- E. When excavating through roots, perform work by hand and cut roots with sharp axe.
- F. Benching Slopes: Horizontally bench existing slopes greater than 1:4 to key fill material to slope for firm bearing.
- G. Stability: Replace damaged or displaced subsoil to same requirements as for specified fill.

### 3.10 FINISH GRADING

- A. Before Finish Grading:
  1. Verify building and trench backfilling have been inspected.
  2. Verify subgrade has been contoured and compacted.
- B. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove soil contaminated with petroleum products.
- C. Where topsoil is to be placed, scarify surface to depth of 3 inches.
- D. Lightly compact placed topsoil.

### 3.11 TOLERANCES

- A. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

### 3.12 COMPACTION CONTROL TESTS

- A. Perform compaction density testing on compacted fill in accordance with ASTM D1556, ASTM D2167, ASTM D2922, or ASTM D3017.
- B. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D 698 ("standard Proctor"), ASTM D 1557 ("modified Proctor") Methods B, C, or D as applicable, or AASHTO T 180.
- C. If tests indicate work does not meet specified requirements, remove work, replace and retest.

### 3.13 CLEANING

- A. Leave unused materials in a neat, compact stockpile, or remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- B. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

### 3.14 EXCESS MATERIAL DISPOSAL

- A. All materials to be demolished or excavated, and which are to be disposed of off of Port property shall be managed in accordance with Section 00 72 00 General Conditions.

### 3.15 GEOSYNTHETIC MATERIAL

- A. When directed by the Engineer, the Contractor shall install geogrid material to stabilize the subgrade or base aggregate materials. The Contractor shall, backfill, and compact the aggregate layer containing the geogrid according to the Manufacturer's recommendations. As specified herein, geogrid material shall not be used for reinforced slopes or retaining walls.

**END OF SECTION**

## PART 1 GENERAL

### 1.01 - RELATED DOCUMENTS

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

### 1.02 - GENERAL

- A. Not all project sites may include environmental issues, but the contractor shall have the appropriate credentials and training in dealing with hazardous materials in soil and groundwater.

### 1.03 - SUMMARY

- A. Section Includes:
  1. Protecting existing vegetation to remain.
  2. Removing existing vegetation.
  3. Clearing and grubbing within clearing limits.
  4. Hand clearing and grubbing of noxious weeds from wetlands, wetland buffers, and stream buffers.
  5. Mowing and herbicide application.

### 1.04 - DEFINITIONS

- A. **Subsoil**: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- B. **Surface Soil**: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. **Utilities**: Underground pipes, vaults, conduits, ducts, and cables, as well as underground services within buildings or building pads.
- D. **Plant-Protection Zone**: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction.
- E. **Vegetation**: Trees, shrubs, groundcovers, grass, and other plants.
- F. **Endangered Plants and Species**: Threatened and endangered plants and animals, as listed on the federal and state threatened and endangered species list.
- G. **Aquatic Invasive Species**: means any invasive, prohibited, regulated, unregulated, or unlisted aquatic animal or plant species as defined under subsections (4), (34), (49), (53), (70), and (71) of Section RCW 77.08.010, aquatic noxious weeds as defined under RCW 17.26.020 (5)(c), and aquatic invasive species as defined under RCW 77.60.130(1).
- H. **Noxious**: Means a living stage, including, but not limited to, seeds and reproductive parts, of a parasitic or other plant of a kind that presents a threat to Washington agriculture or environment. Noxious weeds known to be present on the sites include, but are not limited to; evergreen and Himalayan blackberry, bull thistle, butterfly bush, Canadian thistle, common reed, knotweeds (Bohemian, giant, Himalayan and Japanese), poison hemlock, scotch broom, tansy ragwort and spotted knapweed.

- I. **Invasive Species:** Include non-native organisms that cause economic or environmental harm and are capable of spreading to new areas of the state. Invasive species does not include domestic livestock, intentionally planted agronomic crops, or non-harmful exotic organisms.
- J. **Species of Concern:** Include several common species of trees and shrubs (cottonwood, willow, spiraea, and other tree saplings) are growing profusely on some subject sites. These species deter access to monitoring wells, soil sampling and visibility related to site safety; therefore, may be removed upon approval of the Port Engineer.
- K. **Herbicide:** A chemical used to kill plants or severely interrupt their normal growth processes.
- L. **Mechanical Control:** A pest management strategy that uses physical and mechanical weed control methods to prevent the spread or reduce a weed infestation, such as digging, hoeing, pulling, etc.

## 1.05 REFERENCES

- A. Before proceeding with any work, the Contractor shall inspect and confirm conditions affecting the proposed work.
- B. Federal, state and Pierce County agencies regulate noxious weeds located at the project site. Noxious weed lists are updated periodically and should be reviewed prior to continued maintenance to determine if species at the site have been added or removed from regulation.
  - 1. The federal noxious weed list is located at:  
<http://plants.usda.gov/java/noxious?rptType=Federal>
  - 2. The Washington State noxious weed list is located at:  
[http://www.nwcb.wa.gov/siteFiles/2012%20State%20Weed%20List\\_Common\\_Name.pdf](http://www.nwcb.wa.gov/siteFiles/2012%20State%20Weed%20List_Common_Name.pdf)  
[http://www.nwcb.wa.gov/siteFiles/2012%20State%20Weed%20List\\_Common\\_Name.pdf](http://www.nwcb.wa.gov/siteFiles/2012%20State%20Weed%20List_Common_Name.pdf)
  - 3. The Pierce County noxious weed list is located at:  
<http://piercecountyweedboard.wsu.edu/noxious-weeds>
- C. The Washington State and Pierce County weed list is divided into three classes of weed including Class A, B, and C defined below.
  - 1. Class A weeds are mostly newcomers to Washington, and are generally rare. The goal is to completely eradicate them before they gain a foothold. Landowners are required to completely eradicate Class A weeds. Eradicating weeds means getting rid of the plants altogether, including roots.
  - 2. Class B weeds are those that are widespread in some parts of the state, but rare or absent in other parts of the state. The goal with Class B weeds is to control them from spreading into new areas, and to contain or reduce their population in already infested areas. Control is defined as stopping all seed production.
  - 3. Class C weeds are typically common and widespread. Rather than requiring control of these plants, most County Weed Boards simply offer advice to landowners about the most effective control methods. A County Weed Board may, however, require landowners to control a Class C weed if it poses a threat to agriculture or natural resources.

## 1.06 CODES, LAWS AND REGULATIONS

- A. Standard:
  - 1. The Contractor shall keep fully informed and shall comply with all existing laws, codes, ordinances, and regulations which in any way affect the conduct of the work.

**B. Invasive Weed:**

1. RCW 17.10, (Revised Code of Washington) is the state's basic weed law. The Washington Administrative Code (WAC) contains the rules and regulations needed to carry out the state law.
2. WAC Chapter 16-750 includes the state Noxious Weed List, definitions and descriptions of region boundaries for Class B weeds, and the schedule of monetary penalties.
3. WAC Chapter 16-752 describes the quarantine list maintained by the state Department of Agriculture. (The state law that calls for the creation and maintenance of the quarantine list is RCW 17.24.)

**C. Arsenic and Health and Safety:**

1. Project sites that are contaminated at the surface with arsenic, will require a health and safety plan, air quality monitoring and other requirements per the following.
  - a. The Department of Labor and Industries training requirements for people working in contaminated sites, governed by WAC 298-62, the General Occupation Health Standards.
  - b. Washington State Department of Labor and Industries laws and regulations governing health and safety at worksites.
  - c. The Inorganic Arsenic Rule governed by WAC 296-848 for work within areas with arsenic soil contamination.
  - d. Pierce County Health Department.

**D. Pesticide Laws and Regulations:**

1. Federal Insecticide, Fungicide, and Rodenticide Act, which provides federal control on the sale, distribution, and use of herbicides and pesticides, including those used in aquatic areas.
2. Federal Restrictions on Herbicides Related to the Endangered Species Act, (7 USC 136; 16 USC 460 et seq.) provides a program for the conservation of threatened and endangered plants and animals and the habitats in which they are found. EPA's decision to register a pesticide is based in part on the risk of adverse effects on endangered species including how a pesticide will affect habitat.
3. Washington State Pesticide Control Act (RCW 15.58) and Washington State Pesticide Application Act (RCW 17.21), provide additional state control on the sale, distribution, and use of herbicides and pesticides.
4. The Water Pollution Control Act (RCW 90.48) regulates invasive species weed control activities that discharge herbicides and other pollutants directly into surface waters of the state through the Aquatic Pesticide Permit system (RCW 90.48.445).

**1.07 PROTECTION OF NATIVE POPULATIONS AND WATER BODIES**

**A. Standard:**

1. Protected species and water bodies shall be identified, and restricted maintenance practices shall be incorporated to protect the endangered species.
2. Construction practices shall be altered to minimize disturbances of native plant communities, trees over six inch diameter breast height (dbh) and water bodies.

## 1.08 PRESERVING AND PROTECTING

- A. The Contractor Shall Preserve and Protect:
  - 1. Threatened and endangered plants and animals, as listed on the federal and state threatened and endangered species list.
  - 2. Vegetation designated to be preserved and/or defined or described by the Port Engineer.
  - 3. Natural scenic elements within the project site and outside the actual limits of clearing and grubbing.
  - 4. Other vegetation identified for protection and preservation.
- B. The Contractor shall not place temporary structures, store material or equipment, or conduct unnecessary vegetation maintenance activities within the dripline of trees designated to be preserved without approval from the Port.
- C. The Contractor shall not place temporary structures or store material or equipment, or refuel or fill equipment within 150 feet of the OHWM of any water body.
- D. Vegetation shall be cut such that slash and other debris do not enter water bodies, roadways, or adjoining properties.

## 1.09 MATERIAL OWNERSHIP

- A. Cleared vegetative materials shall become Contractor's property and shall be removed from project site and disposed of at an approved upland site.

## 1.10 SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
  - 1. Use sufficiently detailed photographs and/or videotape.
  - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
- B. Herbicides: Documentation of chemicals used for the eradication of noxious weeds and invasive species.
  - 1. Material Safety Data Sheets for each herbicide and surfactant used.
- C. Equipment: Documentation of equipment to be used for the removal of noxious weeds and invasive species.
  - 1. List of mechanical equipment to be used on the project site.
- D. Tracer: Blue ink for herbicides.

## 1.11 QUALITY ASSURANCE

- A. Pre-work Conference: Conduct conference at project site.

## 1.12 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site clearing and/or vegetation removal operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Engineer and authorities having jurisdiction.

2. Provide alternate routes around closed or obstructed traffic ways if required by Engineer or authorities having jurisdiction.
- B. Do not commence site clearing operations until temporary erosion- and sediment-control and plant-protection measures are in place and after verification of exemption and permits have been obtained.
- C. The following practices are prohibited within protection zones:
  1. Storage of chemicals, debris, or vegetative waste material.
  2. Parking vehicles or equipment.
  3. Foot traffic.
  4. Erection of sheds or structures.
  5. Impoundment of water.
  6. Excavation or digging.
  7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- D. Do not direct vehicle or equipment exhaust towards protection zones.
- E. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

#### 1.13 INTENT

- A. It is the intent of this Specification that the Contractor provide the Work defined herein complete in every respect, and in accordance with good practices involved in the clearing improvements above surface grade, and the requirements of this Specification, regardless of whether or not full details of such completeness, workmanship, or practices are contained herein.

### PART 2 PRODUCTS

#### 2.01 MATERIALS

- A. Herbicides: Required for satisfactory removal of noxious weeds and invasive species. Contractor shall use herbicides approved for use in and adjacent to aquatic areas and near Environmental Sensitive Areas. These areas include marine waters, shoreline buffers, wetlands, wetland buffers, streams, and stream buffers. Other products listed, shall be used outside of the Environmentally Sensitive Areas.
  1. Product Name for Aquatic Areas: Glyfos Aquatica, Rodeo or equal
  2. Active Ingredient: \*Glyphosate, (N-(phosphonomethyl) glycine), in the form of its isopropylamine salt 53.8%, inactive ingredients: 46.2%.
  3. Product Names for Non-Aquatic Areas: Glyfos or Roundup Pro or equal
  4. Active Ingredient: \*Glyphosate, (N-(phosphonomethyl) glycine), in the form of its isopropylamine salt 41.0%, inactive ingredients: 59.0%.
  5. Shall contain 480 grams per liter or 4 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 356 grams per liter or 3 pounds per U.S. gallon of the acid, glyphosate.

#### 2.02 .2 EQUIPMENT

- A. Mowers, Brush Mowers, Brush Hogs, Hand Held Trimmers, Trucks, etc.: Required for satisfactory removal of noxious weed and invasive species. Contractor shall use equipment

that has been properly serviced and does not leak oil or any other petroleum products or chemicals.

1. Construction equipment shall be cleaned and inspected to ensure that it arrives on site free of mud and seed-bearing and hazardous material.
- B. Standards:
  1. Refer to BMP practices and storage onsite.
  2. Maintenance, fueling, and repair of equipment and vehicles shall be conducted using spill prevention and control methods. Contaminated surfaces shall be cleaned immediately following any spill incident.
  3. Identify location where vehicular equipment can be cleaned prior to leaving the site.
  4. Clean all vehicular equipment, before leaving the project site.
  5. Contractor shall inspect, remove, and properly dispose of weed seed and plant parts found on clothing and equipment. Proper disposal means bagging the seeds and plant parts and disposing of them in a certified landfill.

## **PART 3 EXECUTION**

### **3.01 BEST MANAGEMENT PRACTICES**

- A. Contractor shall implement Best Management Practices (BMPs) for conducting noxious weed and invasive species control where necessary before and after construction. Generally, these include:
  1. Contractor shall conduct awareness training to Project personnel regarding identification, prevention, and control methods. No personnel shall be allowed to enter the site before training and/or providing documented proof of training and experience.
  2. Treat or contain weed populations that may be impacted or disturbed by equipment staging/activity.
  3. Clean all equipment of dirt and vegetation. The contractor shall pressure wash all construction equipment prior to mobilizing to the site and demobilizing from the Project. This includes transporting trailers and trucks, and mowers brought onsite.
  4. Wash, or using an air compressor, blow clean all vehicles (including tires and undercarriage) before leaving weed-infested areas.
  5. Contractor shall not clean equipment, tanks, hoses or other materials related to herbicide application in or near Environmentally Sensitive Areas.
  6. The Contractor shall implement pre-construction treatments such as mowing prior to seed development or herbicide application to areas of noxious weed infestation prior to other clearing.
  7. Minimize ground disturbance and vegetation removal as much as possible or practical.
  8. Contractor shall maintain a computerized log of activities performed, schedules, additional service repairs, and documentation of each application of herbicides and/or other chemicals. Provide a written copy monthly to the Port of Tacoma.

### **3.02 TREATMENT METHODS**

- A. Noxious weed and invasive species control measures shall be implemented in accordance with existing regulations and jurisdictional land management agencies. Treatment methods shall be

based on species-specific and area-specific conditions (e.g., proximity to water, wetlands, riparian areas, or agricultural area) and time of year. Most noxious weeds and invasive species may be treated by herbicide application. Mechanical methods of weed control may occur including mowing and hand pulling of small, localized, and/or isolated infestations of invasive species. Mechanical methods may be selected in lieu of herbicide treatment for select locations. Refer to Washington State Weed Control Board or Pierce County Weed Board control methods.

### 3.03 SPECIES OF CONCERN

- A. Several common species of trees and shrubs (cottonwood, willow, spiraea, and other tree saplings), that are not noxious weeds or invasive species as defined by regulating agencies, may be growing on the project site(s). These species deter access to monitoring wells, soil sampling and visibility related to site safety; therefore, may be removed upon approval of the Port Engineer.
- B. Tree saplings, larger shrubs, and branches can be cut and chipped with the chips to remain onsite.
- C. Trees over six inch diameter shall not be cut or chipped.
- D. Chipped material shall not be piled to a depth greater than 3 inches in any location on the project site.
- E. Chips shall not enter any water body.
- F. Tree saplings shall be cut to a maximum stump height of 3 inches.
- G. The tree saplings and shrubs shall have basal treatment with application of the herbicide applied to the stems of woody plants at and just above the ground.

### 3.04 CRITICAL AREAS

- A. Vegetation maintenance shall take place at the top of the bank slope along any constructed storm water ditch that contains seasonal surface water.
- B. Vegetation maintenance shall take place above the Ordinary High Water Mark (OHWM) of the Hylebos Waterway
- C. Vegetation maintenance shall take place outside of the wetted perimeter of any stormwater containment ponds.

### 3.05 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Wrap a 1-inch blue vinyl tie tape flag around each tree trunk at 54 inches above the ground and/or provide protective 'orange' vinyl fencing around individual trees/areas or smaller material.
- B. Verify that clearing, mowing and herbicide limits are identified.
- C. Protect existing site improvements to remain from damage during construction.
- D. Restore damaged improvements to their original condition, as acceptable to Owner.

### 3.06 TREE AND PLANT PROTECTION

- A. General: Protect trees and plants remaining on-site according to requirements in Section 01 56 39 "Temporary Tree and Plant Protection."
- B. Vegetation clearing can negatively impact nesting birds in spring and early summer. Inspect each work area for any occupied bird nests, eggs, or nests of species protected under the

Wildlife Act and Migratory Bird Convention Act during this period. Contact the Port of Environmental for information.

- C. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by clearing operations, in a manner approved by Port Engineer.

### 3.07 HERBICIDE APPLICATION, HANDLING, SPILLS, AND CLEANUP

- A. Herbicide Application and Handling: Herbicide treatment of selected areas shall be carried out where noxious weed and invasive species are problematic and form a significant portion of the vegetation community in comparison to adjacent areas. In areas where the occurrence of noxious weeds or invasive species adjacent to the ROW makes eradication impossible, no herbicide treatment shall be applied; however, other weed control methods shall be employed.
- B. Only herbicides approved for use within treated lands shall be used (permitted by the relevant land management agency). The selected herbicide and application method shall be adapted to target only noxious weeds and therefore preserve and retain native plants. If weeds are found near sensitive sites, proper buffers shall be used to prevent the spread of herbicides to these areas. The Contractor shall not use herbicides in or near environmentally sensitive areas outlined in Article 2.01, unless the herbicide is approved for such application. No treatments shall occur without prior coordination with and approval of the land managing agency and landowner.
- C. All herbicide applicators shall be licensed in the State of Washington. Application of herbicides will be suspended during any of the following conditions:
  1. Wind velocity exceeds ten miles per hour (mph) during application of liquids or 15 mph during application of granular herbicides;
  2. During precipitation events or when precipitation is expected within 24 hours.
- D. Herbicides shall be applied using vehicle mounted sprayers (e.g., handgun, boom, and broadjet nozzle injector) mainly in open areas that are readily accessible by vehicle. Hand application methods (e.g. backpack sprayer) that target individual plants shall be used to treat small or scattered weed populations in rough terrain and/or near environmentally sensitive areas. Calibration checks of equipment shall be conducted at the beginning of spraying and periodically during that use to ensure that proper application rates are achieved.
- E. Herbicides shall be transported to the Project site daily with the following provisions:
  1. Only the quantity needed for that day's work shall be transported;
  2. All herbicides shall be transported in the original container, in a manner that prevents tipping or spilling, and in a compartment isolated from food, clothing, and safety equipment;
  3. Mixing shall be done at equipment/storage yards outside of Environmentally sensitive areas; and
  4. All herbicide equipment and containers shall be inspected for leaks daily and leaks shall be fixed promptly before proceeding.

### 3.08 HERBICIDE APPLICATION AND PRACTICES

- A. Contractor is responsible to verify that herbicides and application rates are appropriate for use with the respective plant materials.
- B. Contractor is responsible for any damages incurred as a result of applications and shall repair or replace any such damage at no cost to the Port.

- C. All herbicide mixtures and formulations will be applied according to label directions and manufacturers' recommendations. Under no circumstance shall herbicides be applied at rates exceeding label recommendations.
- D. Sprayed herbicides shall only be applied in wind free conditions on clear days when there is no sign of rain and when the local forecast does not show any rain within 24 hours.
- E. Only herbicides approved for use in aquatic areas may be used adjacent to water bodies, including rivers, streams, tidal waters, and wetlands.
- F. Application of herbicides shall be conducted by a Contractor licensed and insured as a Washington State Commercial Applicator. In addition, the staff applying the herbicide shall be licensed as a Commercial Operator.
- G. Application of herbicides shall be conducted at application rates that will not result in loss of chemical to overspray or stormwater runoff.
- H. Contractor shall not clean equipment, tanks, hoses or other materials related to herbicide application in or with 150 feet of a water body.
- I. Contractor shall maintain a computerized log of activities performed, schedules, additional service repairs, and documentation of each application of herbicides and/or other chemicals. Provide a written copy monthly to the Port.
- J. Herbicide application records shall be kept in accordance with RCW 17.21, Section 100. Records shall be kept by the Contractor on all herbicide applications for a minimum of seven (7) years. Such records shall be completed in accordance with all applicable laws and regulations and on forms as provided in the Washington Administrative Code, WAC 16-228-190. (<http://agr.wa.gov/pestfert/Pesticides/docs/RecForm4226.pdf>) The following information shall be recorded at a minimum for each application:
  - 1. The location where the pesticide or herbicide was applied.
  - 2. The year, month, day, and time the herbicide was applied.
  - 3. Purpose of application.
  - 4. The person or firm who supplied the herbicide which was applied.
  - 5. Trade name of the herbicide which was applied, amount, and concentration.
  - 6. Method and rate of application.
  - 7. The temperature and direction and estimated velocity of the wind at the time the herbicide was applied.
  - 8. The name and license number of the herbicide applicator.
  - 9. Applicator apparatus license plate number or equipment number (if applicable).
  - 10. All chemicals used must have a MSDS filed with the Port.
  - 11. Any other information reasonably required by the Port.
- K. Supply the Port with written copies of chemical application records monthly.

### 3.09 HERBICIDE SPILLS AND CLEANUP

- A. All reasonable precautions shall be taken to avoid herbicide spills. In the event of a spill, cleanup shall be immediate. Contractors shall keep spill kits in their vehicles and in herbicide storage areas to allow for quick and effective response to spills. Items to keep in the spill kit(s) are:

1. Protective clothing and gloves;
2. A minimum of 20 pounds of suitable commercial adsorbent and barrier materials;
3. Plastic bags and bucket;
4. Shovel;
5. Fiber brush and screw-in handle;
6. Dust Pan;
7. Caution tape; and
8. Detergent.

B. Response to an herbicide spill will vary depending on the material spilled and the size and location of the spill. The order of priorities after discovering a spill are to protect the safety of personnel and the public, minimize damage to the environment, and conduct cleanup and remediation activities.

### 3.10 SPILL REPORTING

- A. All personnel applying herbicides shall have readily available copies of the appropriate material safety data sheets (MSDS) and the herbicide label(s) for the herbicides being used. Copies of data sheets shall also be provided to the Port prior to working at individual project sites.
- B. All herbicide spills shall be reported in accordance with applicable laws and requirements. Notify the Port Engineer within 24 hours of spills.

### 3.11 HAND CLEARING AND GRUBBING IN ENVIRONMENTALLY SENSITIVE AREAS AND STEEP SLOPES

- A. Remove noxious weeds as required for vegetation maintenance.
  1. In areas where Environmentally Sensitive Areas and steep slopes are present, the Contractor shall remove noxious weeds by hand clearing and grubbing, with minimal disturbance to the existing vegetation unless approved by the regulating agencies and Port Engineer.
  2. Hand cleared and grubbed vegetation shall be exported from the site and legally disposed of at a permitted facility.
  3. Particular care must be given to ensure complete removal of tops and roots (to depth of 18 inches) of Scot's broom, English ivy, Himalayan and evergreen blackberry, reed canary grass, purple loosestrife, hedge bindweed (morning glory), all species of knotweed, thistle, creeping nightshade, and other species that may be identified per the Pierce County Noxious Weed List.
  4. Sites with environmentally sensitive area and steep slopes that are stable may require grubbing to remove all roots or spraying with herbicide or hand cutting of vegetation with the cut end treated with herbicide if allowed by permit conditions. Steep slope sites may have slope stabilization management required such as coir logs, mats or wattles upon clearing a specific square footage of area.
  5. Methods of removal other than hand clearing and grubbing in environmentally sensitive areas and steep sites shall be approved by the Port Engineer, permit conditions and in accordance with methods recommended by the Pierce County Noxious Weed Board.

### 3.12 CLEARING AND MOWING

- A. Remove trees, shrubs, and other vegetation as required for vegetation maintenance.
  - 1. Do not remove trees, shrubs, and other vegetation indicated to remain.
  - 2. Use only hand methods for clearing within protection zones and areas that are limited by access.
  - 3. Chip and/or remove tree branches from the project site.
  - 4. Mow and/or brush mow within limits defined on the drawings for removal of noxious weeds and invasive species.
  - 5. Fill depressions caused by clearing and grubbing operations with appropriate fill material unless further excavation or earthwork is indicated.
  - 6. Remove debris, rock, and extracted plant life from site and haul to an approved offsite disposal location. Do not burn or bury materials onsite.

### 3.13 DISPOSAL OF HARVESTED NOXIOUS WEEDS

- A. Proper disposal of harvested noxious weed plant parts is essential to controlling the spread of noxious weeds. Full consideration should be given, as appropriate, as follows:
  - 1. Transportation – While on the treatment site, bag all cut living plant material in heavy duty, 3 mil or thicker, black contractor quality plastic clean-up bags. Securely tie the bags and transport from the site in a truck with a topper or cap to securely fasten the load, in order to prevent spread of the plant material from the project work site. Transport the material to a regulated landfill for disposal.
  - 2. Compost – Is not a permitted method of disposal.
  - 3. Bury – Is not a permitted method of disposal.
  - 4. Landfill – Harvested noxious weeds shall be transported directly to a permitted landfill for disposal.
  - 5. Chipping – woody plants that do not spread vegetatively can be chipped and left on the site. Chip before plants flowers and develop seed.

### 3.14 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Noxious weed and invasive species that have sets seeds shall have all seeds and reproductive parts (ie seed head) removed by hand and disposed of in accordance with Pierce County Noxious Weed Board disposal regulations.
- B. Disposal of unused herbicides and empty herbicide containers shall be according to the specifications of the manufacturer and may not be disposed of on the site.

### 3.15 QUALITY CONTROL

- A. Completion of First Stage Maintenance Activities:
  - 1. Upon completion of work, the Contractor and Port will review the site to insure the following:
    - a. All specified cutting is complete and all cut vegetation has been disposed of in accordance with the specifications.
    - b. All areas proposed for herbicide application have been treated and areas where incomplete application was discernible have been retreated.

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- c. That vegetation debris is not present in water bodies.
- d. Chipped material is not deeper than a 3-inch maximum.
- e. Tree saplings stump height does not exceed a maximum of 3 inches above the ground surface.
- f. Equipment and materials have been removed from the site.

B. Completion of Maintenance Activities:

- 1. The Contractor and Port shall review the project site and the Contractor shall retreat the project site with herbicide for noxious weeds and any sprouting of invasive species that are identified.

**END OF SECTION**

## PART 1 GENERAL

### 1.01 - REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
  - 1. ASTM INTERNATIONAL (ASTM)
    - a. ASTM C 602 (2007) Agricultural Liming Materials
    - b. ASTM D 4427 (2007) Peat Samples by Laboratory Testing
    - c. ASTM D 4972 (2001; R 2007) pH of Soils
  - 2. U.S. DEPARTMENT OF AGRICULTURE (USDA)
    - a. AMS Seed Act (1940; R 1988; R 1998) Federal Seed Act
    - b. DOA SSIR 42 (1996) Soil Survey Investigation Report No. 42, Soil Survey Laboratory Methods Manual, Version 3.0

### 1.02 - DEFINITIONS

- A. Stand of Grass: 90 percent ground cover of the established species.

### 1.03 - RELATED REQUIREMENTS

- A. Section 31 10 00 Site Clearing applies to this section for herbicide use with additions and modifications herein.

### 1.04 - SUBMITTALS

- A. The following shall be submitted in accordance with Section 01 33 00 Submittal Procedures:
  - 1. Product Data
    - a. Wood cellulose fiber mulch for hydroseeding
    - b. Fertilizer
    - c. Topsoil (if required for stripped sites only)
    - d. Wood Mulch (hog fuel) for top dressing
  - 2. Certificates
    - a. State certification and approval for seed

### 1.05 - DELIVERY, STORAGE, AND HANDLING

#### A. Delivery

- 1. Seed Protection: Protect from drying out and from contamination during delivery, on-site storage, and handling.
- 2. Fertilizer and Lime Delivery: Deliver to the site in original, unopened containers bearing manufacturer's chemical analysis, name, trade name, trademark, and indication of conformance to state and federal laws. Instead of containers, fertilizer, gypsum, sulphur, iron, and lime may be furnished in bulk with certificate indicating the above information.
  - a. Storage
    - 1) Seed, Fertilizer, and Lime Storage: Store in cool, dry locations away from contaminants.

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1.06 - TIME RESTRICTIONS AND PLANTING CONDITIONS

A. Restrictions: Do not plant when the ground is frozen, snow covered, muddy, or when air temperature exceeds 90 degrees Fahrenheit.

1.07 - TIME LIMITATIONS

A. Seed: Apply seed within twenty-four hours after seed bed preparation.

**PART 2 PRODUCTS**

2.01 - SEED

A. Classification: Provide State-certified seed of the latest season's crop delivered in original sealed packages, bearing producer's guaranteed analysis for percentages of mixtures, purity, germination, weed seed content, and inert material. Label in conformance with AMS Seed Act and applicable state seed laws. Wet, moldy, or otherwise damaged seed will be rejected.

B. Planting Dates:

| <u>Planting Season</u> | <u>Planting Dates</u>    |
|------------------------|--------------------------|
| Spring                 | March 15 - April 30      |
| Fall                   | September 1 - October 15 |

C. Seed Purity: State-certified seed of grass species, as follows:

1. Upland Seed Mix – Table 1 shall be used in areas above Elevation 14. Seeding shall only occur in the spring unless supplemented with water and seeded before Sept 1st for a fall application.
  - a. Seeding Rate: 40 pounds per acre.

**Table 1**  
**Upland Seed Mix**

|   | <b>% Weight</b> | <b>% Purity</b> | <b>% Germination</b> |
|---|-----------------|-----------------|----------------------|
| Red Fescue<br><i>Festuca rubra var rubra</i>        | 50              | 98              | 90                   |
| California Poppy<br><i>Eschscholzia californica</i> | 30              | 50              | 50                   |
| White Yarrow<br><i>Achillea millefolium</i>         | 20              | 50              | 50                   |

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2. Temporary Erosion Control Seed Mix – Table 2 shall be used in disturbed areas for stabilization purposes.
  - a. Seeding Rate: 100 pounds per acre.

**Table 2  
Temporary Erosion Control Seed Mix**

|   | <b>% Weight</b> | <b>% Purity</b> | <b>% Germination</b> |
|---|-----------------|-----------------|----------------------|
| Chewings or annual blue grass<br>Festuca rubra var. commutata or Poa anna | 40              | 98              | 90                   |
| Perennial rye<br>Lolium perenne   | 50              | 98              | 90                   |
| Redtop or colonial bentgrass<br>Agrostis alba or Agrostis tenuis          | 5               | 92              | 85                   |
| White dutch clover  | 5               | 98              | 90                   |

3. Low-Growing Turf Seed Mix – Table 3 shall be used for dry situations where there is no need for much water.
  - a. Seeding Rate: 350 pounds per acre.

**Table 3 Low  
Growing Turf Seed Mix**

|   | <b>% Weight</b> | <b>% Purity</b> | <b>% Germination</b> |
|---|-----------------|-----------------|----------------------|
| Dwarf tall fescue (several varieties)<br>Festuca arundinacea var. | 45              | 98              | 90                   |
| Dwarf perennial rye (Barclay)<br>Lolium perenne var. barclay      | 30              | 98              | 90                   |
| Red fescue<br>Festuca rubra                                       | 20              | 98              | 90                   |
| Colonial bentgrass<br>Agrostis tenuis                             | 5               | 98              | 90                   |

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4. Bioswale Seed Mix – Table 4 shall be used for bioswales and other intermittently wet areas.
  - a. Seeding Rate: 50 pounds per acre.

**Table 4  
Bioswale Seed Mix**

|   | % Weight | % Purity | % Germination |
|---|----------|----------|---------------|
| Tall or meadow fescue<br><i>Festuca arundinacea</i> or <i>Festuca elatior</i> | 78-80    | 98       | 90            |
| Seaside/Creeping bentgrass<br><i>Agrostis palustris</i>                       | 10-15    | 92       | 85            |
| Redtop bentgrass<br><i>Agrostis alba</i> or <i>Agrostis gigantea</i>          | 5-10     | 90       | 80            |

5. Wet Area Seed Mix – Table 5 shall be used for very wet areas that are not regulated wetlands. Other mixes may be appropriate, depending on the soil type and hydrology of the area.
  - a. Seeding Rate: 60 pounds per acre.

**Table 5  
Wet Area Seed Mix**

|   | % Weight | % Purity | % Germination |
|---|----------|----------|---------------|
| Tall or meadow fescue<br><i>Festuca arundinacea</i> or <i>Festuca elatior</i> | 60-70    | 98       | 90            |
| Seaside/Creeping bentgrass<br><i>Agrostis palustris</i>                       | 10-15    | 98       | 85            |
| Meadow foxtail<br><i>Alepocephalus pratensis</i>                              | 10-15    | 90       | 80            |
| Alsike clover<br><i>Trifolium hybridum</i>                                    | 1-6      | 98       | 90            |
| Redtop bentgrass<br><i>Agrostis alba</i>                                      | 1-6      | 92       | 85            |

6. Meadow Seed Mix – Table 6 is recommended for areas that will be maintained infrequently or not at all and where colonization by native plants is desirable. Likely applications include rural road and utility right-of-way. Seeding should take place in September or very early October in order to obtain adequate establishment prior to the winter months.
  - a. Seeding Rate: 100 pounds per acre.

**Table 6  
Meadow Seed Mix**

|   | % Weight | % Purity | % Germination |
|---|----------|----------|---------------|
| Redtop or Oregon bentgrass<br><i>Agrostis alba</i> or <i>Agrostis oregonensis</i> | 20       | 92       | 85            |
| Red fescue<br><i>Festuca rubra</i>  | 70       | 98       | 90            |

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|  |    |    |    |
|--|----|----|----|
| White dutch clover<br>Trifolium repens | 10 | 98 | 90 |
|--|----|----|----|

#### 2.02 - SEED MIX CRITERIA

- A. Application: Seed shall be applied at the rate as recommended by the seed distributor to achieve successful grass stand.
- B. Analysis: A complete analysis of the seed shall be submitted by the Contractor prior to planting, including the percent of pure seed, germination, other crop seed, inert and weed, and the germination test date to the Owner Representative. All crop seed in excess of one percent must be itemized.
- C. Seed Law: All seeds shall conform to the requirements of the Washington State Seed Law and, where applicable, the Federal Seed Act.
- D. Noxious Weed Seed: All seed shall be free of seeds listed as primary noxious by the Washington State Seed Law. Seeds shall not contain seeds of weeds listed as secondary noxious by the Washington State Seed Law, singly or collectively in excess of the labeling tolerance specified by the Washington State Seed Law.
- E. Rejection: When seeds furnished under this Specification fail to meet the requirements within tolerance as provided by the Washington State Seed Law, the lot shall be rejected.
- F. Preparation for Delivery: Seeds shall be packed in clean, dry, solid containers of uniform weight. Seed shall be labeled as required by law.

#### 2.03 - TOPSOIL

- A. On-Site Topsoil: Surface soil stripped and stockpiled on site (if available) and modified as necessary to meet the requirements specified for topsoil in paragraph entitled "Composition." When available, topsoil shall be existing surface soil stripped and stockpiled on-site (if applicable).
- B. Offsite Topsoil: Conform to requirements specified in paragraph entitled "Composition." Additional topsoil shall be furnished by the Contractor obtained from topsoil borrow areas indicated. Topsoil shall be sandy loam.
- C. Composition: Containing from 5 to 10 percent organic matter as determined by the topsoil composition tests of the Organic Carbon, 6A, Chemical Analysis Method described in DOA SSIR 42. Maximum particle size, 3/4 inch, with maximum 3 percent retained on 1/4 inch screen. The pH shall be tested in accordance with ASTM D 4972. Topsoil shall be free of sticks, stones, roots, and other debris and objectionable materials. Other components shall conform to the following limits:

#### 2.04 - SOIL CONDITIONERS

- A. Add conditioners to topsoil as required to bring into compliance with "composition" standard for topsoil as specified herein.
- B. Lime: Commercial grade hydrate or burnt limestone containing a calcium carbonate equivalent (C.C.E.) as specified in ASTM C 602 of not less than 80 percent.
- C. Peat: Natural product of peat moss derived from a freshwater site and conforming to ASTM D 4427. Shred and granulate peat to pass a 1/2 inch mesh screen and condition in storage pile for minimum 6 months after excavation.
- D. Sand: Clean and free of materials harmful to plants.

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E. Compost:

1. Production and quality shall comply with WAC 173-350 and for biosolids composts, WAC 173-308.
2. Compost material shall be tested in accordance with U.S. Composting Council Testing Methods for the Examination of Compost and Composting (TMECC) 02.02-B, "Sample Sieving for Aggregate Size Classification".

F. Ground bark, nitrolized sawdust, humus or other green wood waste material free of stones, sticks, and soil stabilized with nitrogen shall meet the following gradation:

| SIEVE SIZE | PERCENT PASSING |         |
|------------|-----------------|---------|
|            | MINIMUM         | MAXIMUM |
| 1"         | 100             |         |
| 5/8"       | 90              | 100     |
| 1/4"       | 75              | 100     |

2.05 - FERTILIZER

- A. Hydroseeding Fertilizer: Commercial controlled release fertilizer with micronutrients, to use with hydroseeding and composed of pills coated with plastic resin to provide a continuous release of nutrients for at least 6 months and containing the following minimum percentages, by weight, of plant food nutrients.
- B. Fertilizer shall be applied at recommended rate for each individual seed mix type per the seed distributors and hydroseed company's recommendations.
- C. Conform to Washington State Department of Agriculture Laws and Federal Specification O-F-241D pertaining to commercial fertilizers.

2.06 - HYDROSEED MULCH

- A. Mulch shall be free from noxious weeds, mold, and other deleterious materials.
- B. Wood Cellulose Fiber Mulch: Use recovered materials of either paper-based (100 percent) or wood-based (100 percent) hydraulic mulch. Processed to contain no growth or germination-inhibiting factors and dyed an appropriate color to facilitate visual metering of materials application. Composition on air-dry weight basis: 9 to 15 percent moisture, pH range from 5.5 to 8.2. Use with hydraulic application of grass seed and fertilizer.

2.07 - EROSION CONTROL MATERIALS

- A. Erosion control material shall conform to the following:
  1. Erosion Control Blanket: 100 percent agricultural straw or 70 percent agricultural straw/30 percent coconut fiber matrix stitched with degradable nettings, designed to degrade within 18 months.
  2. Erosion Control Fabric: Fabric shall be knitted construction of polypropylene yarn with uniform mesh openings 3/4 to 1 inch square with strips of biodegradable paper. Filler paper strips shall have a minimum life of 6 months.

3. Erosion Control Net: Net shall be heavy, twisted jute mesh, weighing approximately 1.22 pounds per linear yard and 4 feet wide with mesh openings of approximately 1 inch square.
4. Hydrophilic Colloids: Hydrophilic colloids shall be physiologically harmless to plant and animal life without phytotoxic agents. Colloids shall be naturally occurring, silicate powder based, and shall form a water insoluble membrane after curing. Colloids shall resist mold growth.
5. Erosion Control Material Anchors: Erosion control anchors shall be as recommended by the manufacturer.

#### 2.08 - WOOD MULCH (HOG FUEL)

- A. Wood Mulch shall be free from noxious weeds, mold, and other deleterious materials.
- B. Use recovered materials 100 percent wood based.
  1. Wood Mulch shall be a mix of coarse chips of bark and wood fiber. Pieces shall be a medium/coarse grade of less than 6 inches.

### PART 3 EXECUTION

#### 3.01 - PREPARATION

- A. Extent of Work: Provide soil preparation (including soil conditioners if required), fertilizing, seeding, and surface topdressing of all newly graded finished earth surfaces (if stripped), unless indicated otherwise, and at all areas disturbed by the Contractor's operations.
  1. Topsoil: Provide 4 inches minimum of on-site topsoil or imported if required if site is stripped. After areas have been brought to finish grade, incorporate fertilizer, pH adjusters, and soil conditioners into soil a minimum depth of 6 inches by disking, harrowing, tilling, or other method approved by the Engineer. Remove debris and stones larger than 3/4 inch in any dimension remaining on the surface after finish grading. Correct irregularities in finish surfaces to eliminate depressions. Protect finished topsoil areas from damage by vehicular or pedestrian traffic.
  2. Soil Conditioner Application Rates: Apply soil conditioners at rates as determined by laboratory soil analysis of the soils at the job site.
  3. Fertilizer Application Rates: Apply fertilizer at rates as determined by laboratory soil analysis of the soils at the job site.

#### 3.02 - SEEDING

- A. Seed Application Seasons and Conditions: Immediately before seeding, restore soil to proper grade. Do not seed when ground is muddy, frozen, snow covered or in an unsatisfactory condition for seeding. Apply seed within twenty four hours after seedbed preparation.
- B. Seed Application Method: Seeding method shall be hydroseeding.
  1. Hydroseeding: First, mix water and fiber. Wood cellulose fiber, paper fiber, or recycled paper shall be applied as part of the hydroseeding operation. Add and mix seed and fertilizer to produce a homogeneous slurry. When hydraulically sprayed on the ground, material shall form a blotter like cover impregnated uniformly with grass seed. Spread with one application with no second application of mulch.
- C. Mulching

1. Certified Weed-Free Hay or Straw Mulch: Hay or straw mulch shall be spread uniformly at the rate of 2 tons per acre. Mulch shall be spread by hand, blower-type mulch spreader, or other approved method. Mulching shall be started on the windward side of relatively flat areas or on the upper part of steep slopes, and continued uniformly until the area is covered. The mulch shall not be bunched or clumped. Sunlight shall not be completely excluded from penetrating to the ground surface. All areas installed with seed shall be mulched on the same day as the seeding. Mulch shall be anchored immediately following spreading.
2. Mechanical Anchor: Mechanical anchor shall be a V-type-wheel land packer; a scalloped-disk land packer designed to force mulch into the soil surface; or other suitable equipment.
3. Non-Asphaltic Tackifier: Hydrophilic colloid shall be applied at the rate recommended by the manufacturer, using hydraulic equipment suitable for thoroughly mixing with water. A uniform mixture shall be applied over the area.

#### 3.03 - PROTECTION OF SEEDED AREAS

- A. Immediately after seeding, protect area against traffic or other uses.

#### 3.04 - WOOD MULCHING

- A. Provide 4-6 inch depth of wood mulch in habitat areas and around vegetation to be protected to aid in weed suppression and moisture retention.
- B. Verify wood mulch limits with Engineer.

**END OF SECTION**