

**PORT OF TACOMA
TACOMA, WASHINGTON
TOTE MAINTENANCE BUILDINGS 9, 10 ROOF
REPAIRS**

**PROJECT NO. 201064.01
CONTRACT NO. 071099-R**

Trevor Thornsley, P.E.

Director, Engineering


Elly Bulega

Project Manager

END OF PROJECT TITLE PAGE

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

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

SEAL & SIGNATURE	SECTION(S)
	02 41 00 - Demolition 05 50 00 - Metal Fabrications 07 01 50.19 - Preparation for Re-Roofing 07 56 00 - Fluid-Applied Roofing 07 61 00 - Sheet Metal Roofing 07 62 00 - Sheet Metal Flashing and Trim 07 72 00 - Roof Accessories 09 90 00 - Painting and Coating

END OF SECTION

PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 01 01 - Project Title Page
- 00 01 07 - Seals Page
- 00 01 10 - Table of Contents
- 00 01 15 - List of Drawing Sheets
- 00 11 13 - Advertisement for Bids
- 00 21 00 - Instructions to Bidders
- 00 26 00 - Substitution Procedures
- 00 41 00 - Bid Form
- 00 43 13 - Bid Security Form
- 00 45 13 - Responsibility Detail Form
- 00 52 00 - Agreement Form
- 00 61 13.13 - Performance Bond
- 00 61 13.16 - Payment Bond
- 00 61 23 - Retainage Bond
- 00 61 23.13 - Retainage Escrow Agreement
- 00 72 00 - General Conditions
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- 00 73 46 - Washington State Prevailing Wage Rates
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SPECIFICATIONS

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- 01 10 00 - Summary
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- 01 29 73 - Schedule of Values
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- 01 32 16 - Construction Progress Schedule
- 01 33 00 - Submittal Procedures
- 01 35 29 - Health, Safety, and Emergency Response Procedures
- 01 35 43.13 - Hazardous Materials Handling Procedure

- 01 35 47 - Air and Noise Control Procedures
- 01 41 00 - Regulatory Requirements
- 01 42 19 - Reference Standards
- 01 45 00 - Quality Control
- 01 50 00 - Temporary Facilities and Controls
- 01 55 00 - Vehicular Access and Parking
- 01 57 13 - TESC and Project SWPPP
- 01 60 00 - Product Requirements
- 01 70 00 - Execution and Closeout Requirements
- 01 71 00 - Examination and Preparation
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- 01 74 19 - Construction Waste Management and Disposal

DIVISION 02 -- EXISTING CONDITIONS

- 02 41 00 - Demolition

DIVISION 05 -- METALS

- 05 51 00 - Metal Ladder Fabrications

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

- 07 01 50.19 - Preparation for Re-Roofing
- 07 56 00 - Fluid-Applied Roofing
- 07 61 00 - Sheet Metal Roofing
- 07 62 00 - Sheet Metal Flashing and Trim
- 07 72 00 - Roof Accessories

DIVISION 09 -- FINISHES

- 09 90 00 - Painting and Coating

APPENDICES

- APPENDIX A: State Environmental Policy Act (SEPA) Exemption
- APPENDIX B: Shoreline Substantial Development Permit Exemption
- APPENDIX C: Port of Tacoma Construction SWPPP Short Form

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

Sheet No.	Drawing Title
G1.0	TITLE SHEET
G2.0	SYMBOLS, ABBREVIATIONS & GENERAL NOTES
A1.0A	CONSTRUCTION STAGING AREAS - BUILDINGS 9,10
A2.0A	ROOF PLAN - BUILDINGS 9,10
A3.0A	DETAILS - BUILDINGS 9,10
A3.1A	DETAILS - BUILDINGS 9,10
A4.0A	PHOTOS - BUILDINGS 9,10
A4.1A	PHOTOS - BUILDINGS 9,10

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF LIST OF DRAWINGS

TOTE MAINTENANCE BUILDINGS 9, 10 ROOF REPAIRS

PROJECT NO. 201064.01 | CONTRACT NO. 071099

Scope of Work: At TOTE Maintenance Building 10 (15,775-SF), roof repairs consist of cleaning the roof, removing and replacing the existing skylights, repairing skylight curbs, replacing fasteners and performing other maintenance requirements per the project documents.

At TOTE Maintenance Building 9 (8,990-SF), roof repairs consist of removing and replacing the existing skylights, and performing other maintenance repair requirements per the project documents.

Bid Estimate: Estimated cost range is \$87,000 to \$97,000, plus Washington State Sales Tax (WSST).

Sealed Bid Date/Time/ Location: Bids will be received at the Front Reception Desk, Port Administration Office, One Sitcum Plaza, Tacoma, Washington until **2:00 P.M. on June 11, 2019**, at which time they will be publicly opened and read aloud.

Pre-bid Conference and Site Tour: A pre-bid conference and site visit have been set for May 31, 2019 at 10:00 AM. The pre-bid conference, followed by a site visit will convene at 1102 Alexander Ave, Tacoma WA 98421. The following Personal Protective Equipment is required for the site visit: sturdy shoes, reflective vest, gloves, safety glasses, hearing protection, and hardhat.

Attendees will be required to sign a Release and Acceptance of Responsibility and Acknowledgement of Risks Form prior to entering the site and shall provide their own Personal Protection Equipment (PPE).

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

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

Questions will not be accepted after seven (7) days prior to bid.

Bidding Documents:

Plans, Specifications, Addenda, and Plan Holders List for this project are available on-line through The Port of Tacoma's Website www.portoftacoma.com. Click on "Contracts," "Procurement," and then the Procurement Number 071099. 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 with questions. Holder's Lists will be updated regularly. Additional Instructions available in 00 21 00 - Instructions to Bidders.

New Public Works Training Requirements

Effective July 1, 2019, all businesses are required to have training before bidding and/or performing work on public works projects and prevailing wage under RCW 39.04.359 and RCW 39.12. The Bidder must designate a person or persons to be trained on these requirements. The training will be provided by the department of Labor and Industries or by a training provider whose curriculum is approved by the department. Beginning July 1, 2019, this requirement will be added to the Bidder Responsibility Criteria that must be met.

Please refer to Labor and Industries' web site (<https://www.lni.wa.gov/TradeLicensing/PrevWage/Contractors/Training>) for more information and training dates, requirements, and exemptions. Failure to attend this training could result in a determination of "Not Responsible" and the Bidder not being awarded a public works contract.

END OF SECTION

PART 1 - SUMMARY

1.01 DEFINITIONS

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

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

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

1.02 BIDDER'S REPRESENTATIONS

By making its Bid, each Bidder represents that:

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

1.03 BIDDING DOCUMENTS

- A. **COPIES**

1. Bidders may obtain complete sets of the Bidding Documents from The Port of Tacoma's Website 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 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. SUBSTITUTIONS

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

D. ADDENDA

1. Distribution. All Addenda will be written and will be made available on the Port's website or any other source specified by the Port for the Project.
2. Copies. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3. Verification and Acknowledgment of Receipt. Prior to submitting a Bid, each Bidder shall ascertain that it has received all Addenda issued. Each Bidder shall acknowledge its receipt and consideration of all Addenda in its Bid.

1.04 BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

1. Form. Bids (including required attachments) shall be submitted on forms identical to the Bid Form included with the Bidding Documents. No oral, email, or telephonic responses or modifications will be considered.
2. Entries on the Bid Form. All blanks on the Bid Form shall be filled in by typewriter, printer, or manually in ink.
3. Figures. All sums shall be expressed in figures, not words. Portions of the Bid Form may require the addition or multiplication of component bids to a total or the identification of component amounts within a total. In case of discrepancy between unit prices listed and their sum(s), the unit prices listed shall govern (rather than the sum).
4. Initial Changes. Any interlineation, alteration, or erasure shall be initialed by an authorized representative of the Bidder.
5. Bid Breakdown. The Bid Form may contain, for the Port's accounting purposes only, a breakdown of some or all of the components included in the Base Bid.
 - a. For lump sum bids, the total Contract Sum shall be submitted.
 - b. For unit price bids, a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the total Contract Sum.
6. Alternates. All Alternates should be Bid. The Port reserves the right, but is not obligated, to reject any Bid on which all requested Alternates are not Bid. If no change in the Base Bid is required for an Alternate, enter "Zero" or "0." If there is no entry, the Bidder will be presumed to have made no offer to perform the Alternate. If it is not otherwise clear from the Bid or the nature of the Alternate, it will be presumed that the amount listed for an Alternate is additive rather than deductive.

7. Schedule of Unit Prices. All Unit Prices under this schedule shall be bid. The Port reserves the right, but is not obligated, to reject any Bid on which all requested Schedule of Unit Prices are not bid.
8. No Conditions. The Bidder shall make no conditions or stipulations on the Bid Form, nor qualify its Bid in any manner.
9. Identity of Bidder. The Bidder shall include in the specified location on the Bid Form, the legal name of the Bidder and, if requested, a description of the Bidder as a sole proprietor, a partnership, a joint venture, a corporation, or another described form of legal entity. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. The Port verifies signature authority on the Labor and Industries website <https://fortress.wa.gov/lni/bbip/Search.aspx> under the contractor registration business owner information. If the business owner information is not current, the bidder shall show proof of authority to sign at the request of the Port. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder
10. Bid Amounts Do Not Include Sales Tax. The Work to be performed constitutes a "retail sale" as this term is defined in RCW 82.04.050. Thus, the Base Bid amount shall include in the sum stated all taxes imposed by law, EXCEPT WASHINGTON STATE AND LOCAL SALES TAX. The engaged Contractor will pay retail sales tax on all consumables used during the performance of the Work and on all items that are not incorporated into the final Work; this tax shall be included in the Base Bid price and in any other prices set forth on the Bid Form. The Port will pay state and local retail sales tax on each progress payment and final payment to the engaged Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government.

B. BID SECURITY

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

4. Return of Bid Security. Within sixty (60) days after the Bid Date, the Port will release or return Bid securities to Bidders whose Bids are not to be further considered in awarding the Contract. Bid securities of the three apparent low Bidders will be held until the Contract has been finally executed, after which all unforfeited Bid securities will be returned. Bid security may be returned in the form provided or by separate payment.

C. SUBMISSION OF BIDS

1. Procedure. The Bid, the Bid security, and other documents required to be submitted with the Bid, shall be enclosed in a sealed envelope identified with the Project name and number and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face of the mailing envelope.
 - a. If a Bid is mailed, it shall be addressed to the Port of Tacoma, Contracts Department, One Sitcum Plaza, Tacoma, WA 98421.
 - b. If a Bid is delivered, it shall be delivered to the Front Reception Desk, Port of Tacoma, One Sitcum Plaza, Tacoma, WA 98421.
 - c. The time stamp clock at the Front Reception Desk at One Sitcum Plaza is the Port's official clock.
2. Deposit. Bids shall be deposited at the designated location prior to the Bid Date indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the Bid Date and time specified shall be returned without consideration at the discretion of the Port, or rejected at the time of receipt.
3. Delivery. The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids.
4. Form. Oral, facsimile, telephonic, electronic, or email Bids are invalid and will not be considered.

D. 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.

E. COMMUNICATIONS

1. Communications from a Bidder related to these Instructions to Bidders must be in writing to 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. Alternates. The Port shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Contract or Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates (if any) accepted. Failure to submit Bids on all Alternates may be cause for rejecting the Bidder's entire Bid. The Port retains the right to accept Alternate Bid items at the price Bid within sixty (60) days after the Contract is executed.
 - 3. 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.
 - 2. Consideration. Upon receipt of the written protest, the Port will consider the protest. The Port may, within three (3) business days of the Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Port, the Contracts Director of the Port, or his or her designee, will review the issues and promptly furnish a

final and binding written decision to the protesting Bidder, and any other affected Bidder(s), within six (6) business days of the Port's receipt of the protest. (If more than one (1) protest is filed, the Port's decision will be provided within six (6) business days of the Port's receipt of the last protest.) If no reply is received from the Port during the six (6) business-day period, the protest will be deemed rejected.

3. Waiver. Failure to comply with these protest procedures will render a protest waived.
4. Condition Precedent. Timely and proper compliance with, and exhaustion of, these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

1.06 POST BID INFORMATION

A. THE LOWEST RESPONSIVE BIDDER SHALL:

1. Responsibility Detail Form. Within 24 hours of the Low Responsive Bidder Selection Notification, the apparent low Bidder shall submit to the Port the Responsibility Detail Form and other required documents (Section 00 45 13) executed by an authorized company officer. As requested from the Port, the low responsive Bidder shall provide written confirmation that the person signing the Bid on behalf of the Bidder was duly authorized at the time of bid, a detailed breakdown of the Bid in a form acceptable to the Port, and other information required by the Port.
2. 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. Bonds shall be written for 100% of the contract award amount, plus Washington State Sales Tax. The cost of such bonds shall be included in the Base Bid.
 1. On contracts of one hundred fifty thousand dollars (\$150,000) or less, at the option of the Contractor or the General Contractor/Construction Manager as defined in RCW 39.10.210, the Port may, in lieu of the bond, retain ten percent (10%) of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.
 2. On contracts of one hundred fifty thousand dollars (\$150,000) or less, the Port may accept a full payment and performance bond from an individual surety or sureties.
- B. TIME OF DELIVERY AND FORM OF BONDS: The successful Bidder shall deliver an original copy of the required bonds to the Port, 1 Sitcum Plaza, Tacoma, WA 98421, within the time specified in the Contract Documents.
- C. INSURANCE: The successful Bidder shall deliver a certificate of insurance from the Bidder's insurance company that meets or exceeds all requirements of the Contract Documents.
- D. GOVERNMENTAL REQUIREMENTS: Notwithstanding anything in the Bidding or Contract Documents to the contrary, the Bidder shall provide all bonding, insurance, and permit documentation as required by governmental authorities having jurisdiction for any portions of the Project.

1.08 FORM OF AGREEMENT

- A. FORM TO BE USED: The Contract for the Work will be written on the form(s) contained in the Bidding Documents, including any General, Supplemental, or Special Conditions, and the other Contract Documents included with the project manual.
- B. CONFLICTS: In case of conflict between the provisions of these Instructions and any other Bidding Document, these Instructions shall govern. In case of conflict between the provisions of the Bidding Documents and the Contract Documents, the Contract Documents shall govern.

- C. **CONTRACT DELIVERY.** Within ten (10) days after Notice of Award, the Bidder shall submit a signed Contract to the Port in the form tendered to the Bidder and without modification.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This 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, and where the words "or equal" are used, a substitution request as further described, is not required.
- C. Where non-competitive or sole source products or manufacturers are explicitly specified with the words "or approved equal," or "Engineer approved equal," or "as approved by the Engineer" are used, they shall be taken to mean "or approved equal." In these cases a substitution request as further described in this section, is required.

1.03 SUBMITTALS

- A. Substitution Request Form: Use copy of form located at the end of this section.
- B. Pre-Bid Substitution Requests: Submit one PDF of the substitution request form along with all supporting documentation for consideration of each request. Identify product, fabrication, or installation method to be replaced. Include Drawing numbers and titles. Substitution requests prior to bid date may originate directly from a prime bidder, or from a prospective supplier or subcontractor.
 - 1. Documentation: Show compliance with requirements for substitutions with the following, as applicable:
 - a. Statement indicating why specified product, fabrication, or installation cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.
 - c. Product Data, including drawings and descriptions of products, fabrication, and installation procedures.
 - d. Samples, where applicable or requested.
 - e. Certificates and qualification data, where applicable or requested.
 - f. Research reports evidencing compliance with building code in effect for project.
 - 2. Engineer's Action: Engineer will review substitution requests if received electronically to procurement@portoftacoma.com at least 7 days prior to the bid opening date set forth in these documents. Substitution requests received after this time will not be reviewed.
 - a. Forms of Acceptance: Substitution requests will be formally accepted via written addendum prior to the bid opening date. Bidders shall not rely upon approvals made in any other manner.
 - b. Use product originally specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

- c. The Port's decision of approval or disapproval of a proposed substitution shall be final.
- C. Post-Award Substitution Requests must be submitted by the Contractor and not a subcontractor or supplier.
- 1. Documentation: Show compliance with requirements for substitutions with the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include, but are not limited to, attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses. Also provide names and addresses of the A/E and Owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for project.
 - j. Comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 - 2. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 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.
3. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 14 days prior to date required for preparation and review of related submittals.
 - a. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
 - 1) Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 2) Requested substitution will not adversely affect Contractor's construction schedule.
 - 3) Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 4) Requested substitution is compatible with other portions of the Work.
 - 5) Requested substitution has been coordinated with other portions of the Work.
 - 6) Requested substitution provides specified warranty.
 - 7) If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
4. Substitutions for Convenience: Engineer will consider Contractor's requests for substitution if received within 10 days after the Notice of Award.
 - a. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
 - 1) Requested substitution offers Port a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Port must assume. Port's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Port, and similar considerations.
 - 2) Requested substitution does not require extensive revisions to the Contract Documents.
 - 3) Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4) Requested substitution will not adversely affect Contractor's construction schedule.
 - 5) Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 6) Requested substitution is compatible with other portions of the Work.
 - 7) Requested substitution has been coordinated with other portions of the Work.
 - 8) Requested substitution provides specified warranty.

- 9) If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

D. Substitutions will not be considered when:

1. Indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with this Section.
2. Acceptance will require substantial revision of Contract Documents or other items of the Work.
3. Submittal for substitution request does not include point-by-point comparison of proposed substitution with specified product.

1.04 QUALITY ASSURANCE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

**PROJECT TITLE: TOTE MAINTENANCE BUILDINGS 9,
10 ROOF REPAIRS**

PROJECT NO.: 201064.01

SUBMITTED BY: _____
PRIME/SUB/SUPPLIER: _____

CONTRACT NO.: 071099
DATE: _____

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

Proposed Substitution: _____
Trade Name: _____ Model No.: _____
Manufacturer: _____
Address: _____ Phone No.: _____
Installer: _____
Address: _____ Phone No.: _____

Differences between proposed substitution and specified product: _____

Point-by-Point comparative data attached - REQUIRED

Reason for not providing specified item: _____

Similar Installation:
Project: _____ A/E: _____
Address: _____
Owner: _____ Date Installed: _____

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

Supporting Data Attached:
 Drawings Product Data Samples Tests Reports Other: _____

Applicable to Substitution Requests During Construction:
Proposed to Port for accepting substitution: \$ _____
Proposed substitution changes Contract Time: No Yes [Add] [Deduct] _____ # days.

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

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

Signed by: _____ Date: _____

END OF SECTION

BIDDER'S NAME: _____

PROJECT TITLE: TOTE MAINTENANCE BUILDINGS 9, 10 ROOF REPAIRS

The undersigned Bidder declares that it has read the Contract Documents, understands the conditions under which the Work will be performed, has examined the Project site, and has determined for itself all situations affecting the Work herein Bid upon. Bidder proposes and agrees, if this Bid is accepted, to provide at Bidder's own expense, all labor, machinery, tools, materials, etc., including all Work incidental to, or described or implied as incidental to such items, according to the Contract Documents of the Port of Tacoma, and that the Bidder will complete the Work within the time stated, and that Bidder will accept in full the lump sum or unit price(s) set forth below:

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE (QTY. x UNIT PRICE)
BASE BID ITEMS					
1	Mobilization and Demobilization	1	LS		
2	Administration	1	LS		
3	BLDG 10 Skylight Removal and Replacement	12	EA		
4	BLDG 10 Fasteners Removal and Replacement	1,500	PCS		
5	BLDG 10 Other Repairs Not Listed in Items 1-4	1	LS		
6	UNFORESEEN CONDITIONS ALLOWANCE	1	LS	\$20,000.00	\$20,000.00
TAXABLE BASE BID SUBTOTAL					
ADDITIVE ALTERNATE BID ITEMS					
1	BLDG-9 Skylight Removal and Replacement	10	EA		
2	BLDG-9 Fasteners Removal and Replacement	1,500	PCS		
3	BLDG-9 Dektite Boot Replacement	3	EA		
4	BLDG 9 Other Repairs Not listed in Additive Alternates 1-3	1	LS		
TAXABLE ADDITIVE ALTERNATE BID SUBTOTAL					

BASE AND ADDITIVE ALTERNATE BID SUBTOTAL AMOUNT	
10.2% WASHINGTON STATE SALES TAX (WSST) ON BASE AND ADDITIVE ALTERNATE BID SUBTOTAL	
TOTAL (WITH WSST)	

Note: Show prices in figures only.

BASE BID AND ADDITIVE ALTERNATES - BASIS OF AWARD

Evaluation of bids. In accordance with the provisions of the contract documents, bids will be evaluated to determine the lowest bid offered by a responsible bidder submitting a responsive bid.

The apparent low bid shall be the lowest sum of the base bid and additive alternates. The Port reserves the right to award the contract with or without additive alternates. Additive alternates not immediately awarded may be awarded within 60 days after bid opening.

Bidders shall provide a unit price for each base and additive alternate item above. Failure to provide a unit price for any bid item may render the bid nonresponsive. The Port reserves the right to accept or reject the unit price proposed.

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

RCW 39.04.350 Certification. The Bidder represents and certifies, under penalty of perjury, that within the three-year period immediately preceding the Bid Date, the Bidder has not been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries, or through a civil judgment entered by a court of limited or general jurisdiction, to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48, or 49.52 RCW.

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

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

_____ 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.	

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

END OF SECTION

KNOW ALL MEN BY THESE PRESENTS:

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

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

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20____

BY _____

PRINCIPAL

BY _____

SURETY

AGENT AND ADDRESS

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

END OF SECTION

THIS IS NOT TO BE SUBMITTED WITH A BID.

THE LOW RESPONSIVE BIDDER SHALL BE REQUIRED TO COMPLETE THIS RESPONSIBILITY DETAIL FORM AS SPECIFIED IN SECTION 00 21 00 - INSTRUCTIONS TO BIDDERS. **THIS COMPLETED RESPONSIBILITY DETAIL FORM SHALL BE SUBMITTED ELECTRONICALLY (PDF) VIA EMAIL TO THE CONTACT(S) IDENTIFIED IN THE LOW RESPONSIVE BIDDER SELECTION NOTIFICATION.**

BIDDER'S COMPANY NAME: _____

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

1.01 MANDATORY BIDDER RESPONSIBILITY CRITERIA

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

1. Does the Bidder have a Certificate of Registration in compliance with RCW 18.27?

___ Yes ___ No

2. Does the Bidder have a current Washington State Unified Business Identifier number?

___ Yes ___ No

3. Does the Bidder have Industrial Insurance Coverage for the Bidder's employees working in Washington State as required in RCW 51?

___ Yes ___ No

4. Does the Bidder have an Employment Security Department number as required in RCW 50?

****Attach** letter dated within 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.*

___ 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 8 is "Yes" - **STOP HERE** and contact the Contract Administrator. The Bidder is not responsible for this Work. Otherwise proceed to 1.02. **Provide attached to this completed form documentation to confirm responsibility criteria.**

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

1.02 CONTRACT AND REGULATORY HISTORY

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

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

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

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

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

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

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

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

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

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

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

1.03 ACCIDENT/INJURY EXPERIENCE

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

Year	Effective Year	Experience Factor
1		
2		
3		
4		
5		

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

1.04 WORK PERFORMED BY BIDDER

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

_____ %

1.05 ADDITIONAL CONTRACTOR INFORMATION

- A. As part of completing this Responsibility Detail Form, **submit the following information with the completed Responsibility Detail Form:**
 - 1. Bidder’s recent job resume, including a list of similar projects performed and contact information for the similar project Owner(s), a brief description of work, start and end dates, and contract amount.
 - 2. Resumes of bidder’s proposed project manager and job superintendent.
- B. The Bidder’s failure to provide the required project information may result in a determination of the Bidder being declared non-responsible by the Port.
- C. The Bidder shall submit this completed, **SIGNED** Responsibility Detail Form electronically (PDF), with all requested backup documentation, via email to the contact(s) noted on the Low Responsive Bidder Selection Notification.
- D. The Bidder and its subcontractors to verify that its subcontractors at each tier meet the responsibility criteria as required by RCW 39.06.020 and 39.04.350.
 - 1. Bidder shall verify major subcontractors meet the responsibility criteria required. Fill out one Port of Tacoma Public Works Project Bidder Evaluation Checklist for Subcontractors for each major subcontractor and submit to the Port with this form. Backup documentation is not required to be submitted.

PROJECT: TOTE Maintenance Buildings 9, 10 Roof Repairs
PROJECT NO. 201064.01
CONTRACT NO. 071099

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 is certifying that the information contained within the form, the backup documentation, and any additional information requested by the Port is true and complete. The Bidder's failure to disclose the required information or the submittal of false or misleading information may result in the rejection of the Bidder's bid, revocation of award, or contract termination.

The information provided herein is true and complete.	
_____	_____
Signature of Authorized Representative	Date

Print Name and Title	

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

PROJECT TITLE: TOTE MAINTENANCE BUILDINGS 9, 10 ROOF
 BIDDER: REPAIRS
 CONTRACT AND PROJECT NUMBER: _____
071099 / 201064.01

This checklist shall be completed by the Bidder and its subcontractors to verify that its subcontractors at each tier meet the responsibility criteria as required by RCW 39.06.020 and 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 be presented to the Port if requested at a later date.

Item No.	Item	Initials/ Comments
1.	At the time of bid submittal, have a certificate of registration in compliance with RCW 18.27: Check the L&I site https://fortress.wa.gov/lni/bbip/ . 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.	
2.	While reviewing registration information above, also check contractor's Employer Liability Certificate to verify workers' comp (industrial insurance) premium status – current account. Complete a "Submit Contractor Tracking Request" to be notified if the contractor fails to pay workers' comp premiums or renew their contractor registration or if their electrical contractor license is suspended or revoked within one year.	
3.	State excise tax registration number (Department of Revenue). (contractor's Washington State Unified Business Identifier and tax registration number) http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/ .	
4.	Not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). Check the Department of Labor and Industries http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/ .	

Item No.	Item	Initials/ Comments
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 from the subcontractor electronically by clicking on the following link https://fortress.wa.gov/esd/twt/pwcinternet/ or by emailing a request to publicworks@esd.wa.gov. Include ESD#, 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 and this requirement does not apply.</p>	

END OF SECTION

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

The "Contractor" is: _____ (Legal Name)

(Address)

(Address 2)

(Phone No.)

The "Project" is: TOTE Maintenance Buildings 9, 10 Roof Repairs (Title)
201064.01 | 071099 (Project/
Contract No.)
1102 Alexander Ave (Project Address)
Tacoma, WA 98421 (Project Address 2)

The "Engineer" is: Trevor Thornsley, P.E. (Engineer)
Director of Engineering (Title)
tthornsley@portoftacoma.com (Email)
(253) 383-9408 (Phone No.)

The "Contractor's Representative" is: _____ (Representative)

(Title)

(Email)

(Phone No.)

BACKGROUND AND REPRESENTATIONS:

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

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

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

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

AGREEMENT:

The Port and the Contractor agree as follows:

1.0 CONTRACTOR TO FULLY PERFORM THE WORK

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

2.0 DATE OF COMMENCEMENT

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

3.0 CONTRACT TIME AND LIQUIDATED DAMAGES

The Contractor shall achieve all interim milestones as set forth in the Contract Documents and Substantial Completion of the entire Work not later than 112 calendar days from contract execution, subject to adjustments of this Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the Work within 30 calendar days of the date on which Substantial Completion is achieved.

NOTE:

The Substantial Completion and Final Completion calendar days above are for the Contractor to complete the entire scope of work, mentioned in both base and additive alternate bid items. The Substantial Completion and Final Completion duration will not be adjusted whether none, portions of, or all additive alternates are awarded.

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

The liquidated damages for failure to achieve Substantial Completion by the prescribed date shall be \$300 per calendar day. After the prescribed Final Completion date, the liquidated damages for failure to achieve Final Completion shall be \$30 per calendar day.

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

4.0 CONTRACT PRICE

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

5.0 ALTERNATES

The Contract Price is based upon the following Alternates, if any, which are described in the Contract Documents and are hereby accepted by the Port:

_____.

6.0 INSURANCE AND BONDS

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

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

CONTRACTOR

PORT OF TACOMA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Execution
Date: _____

END OF SECTION

PERFORMANCE BOND # _____

CONTRACTOR (NAME AND ADDRESS)

SURETY (NAME AND PRINCIPLE PLACE OF BUSINESS)

OWNER (NAME AND ADDRESS)

AGENT OR BROKER (FOR INFORMATION ONLY)

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

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the Port of Tacoma as Oblige, 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 TOTE Maintenance Buildings 9, 10 Roof Repairs, Project No. 201064.01/Contract No. 071099, a copy of which Contract is by reference made a part hereof (the term "Contract" as used herein to include the aforesaid agreement together with all the Contract Documents, addenda, modifications, all alterations, additions thereto, deletions therefrom, and any other document or provision incorporated into the Contract) and is hereinafter referred to as the Contract.

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

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

FURTHER:

- A. Surety hereby waives notice of any alterations, change orders, modifications, or extensions of time made by the Port.

- B. Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to the Contractor. Subject to the limitations contained in (A) above, Surety agrees that no such addition, deletion, or modification, or any combination thereof, shall avoid or impair Surety's obligation hereunder.

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

Signed and Sealed the _____ day of _____, 20____.

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

SURETY

CONTRACTOR

Signature

Signature

Printed Name and Title

Printed Name and Title

Power of Attorney attached.

END OF SECTION

LABOR AND MATERIAL PAYMENT BOND # _____

CONTRACTOR (NAME AND ADDRESS)

SURETY (NAME AND PRINCIPLE PLACE OF BUSINESS)

OWNER (NAME AND ADDRESS)

AGENT OR BROKER (FOR INFORMATION ONLY)

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS:

Contractor shall execute an agreement with the Port for TOTE Maintenance Buildings 9, 10 Roof Repairs, Project No. 201064.01/Contract No. 071099, a copy of which Contract is by reference made a part hereof (the term "Contract" as used herein to include the aforesaid agreement together with all the Contract Documents, addenda, modifications, alterations, additions thereto, deletions therefrom, and any other document or provision incorporated into the Contract) and is hereinafter referred to as the Contract.

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

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

Signed and Sealed the _____ day of _____, 20____.

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

SURETY

CONTRACTOR

Signature

Signature

Printed Name and Title

Printed Name and Title

Power of Attorney attached.

END OF SECTION

BOND NO: _____
PROJECT TITLE: TOTE MAINTENANCE
BUILDINGS 9, 10 ROOF REPAIRS
PROJECT NO.: 201064.01
CONTRACT NO.: 071099

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. 071099 with the Port for TOTE Maintenance Buildings 9, 10 Roof Repairs,
Project No. 201064.01.

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.

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 _____, 20____.

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 (6)" or higher, and be authorized to transact business in the State of Washington.

END OF SECTION

To: Bank Name, Address, Phone

Escrow Account No.:

Contract No.: 071099

Project No.:

201064.01

Agency: Port of Tacoma

PO Box 1837

Tacoma, WA 98401-1837

Project Title: TOTE Maintenance

Buildings 9, 10 Roof Repairs

This Retainage Escrow Agreement (the "Agreement") is made and entered into as of _____, 20__, by and among _____ ("Contractor"), with an address of _____, the Port of Tacoma (the "Port") and _____ ("Bank").

Contractor has directed the Port to deliver to Bank its retainage warrants or checks, which shall be payable to Bank and the Contractor jointly. Such warrants or checks are to be held in a restricted deposit account as described above (the "Pledged Account") and disbursed by Bank only in accordance with this Agreement and Chapter 60.28 RCW, and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Port shall deliver to Bank from time to time checks or warrants payable jointly to Bank and the Contractor. Bank is hereby authorized by the Contractor to endorse in the Contractor's name any such check or warrant so that Bank may receive the proceeds thereof and invest the same and deposit such proceeds into the Pledged Account. The power of endorsement hereby granted to Bank by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this Agreement. Although Bank may be a payee named in such warrants or checks as shall be delivered to Bank, Bank's duties and responsibilities with respect to the same shall be only those duties and responsibilities that a depository bank would have pursuant to a control agreement among the Bank, the Port, and Contractor, as such agreement may exist in a form satisfactory to the Port and Article 4 of the Uniform Commercial Code of the State of Washington, as amended, for an item deposited with Bank for collection. For the purpose of each such purchase, Bank may follow the last written direction received by Bank from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. Below is a list of such bonds and other securities approved by the Port (the "Securities"). Other securities, except stocks, may be selected by the Contractor, subject to the express prior written approval of the Port, in its sole and absolute discretion. Purchase of such Securities shall be in a form which shall allow the Bank alone to reconvert such Securities into money if Bank is required to do so by the Administrator as provided in paragraph 5 of this Agreement. The investments selected by the Contractor, as approved by the Port and purchased by Bank, must mature on or prior to the completion date of the contract between the Contractor and the Port, including extensions thereof (the "Contract").
2. As security for the completion of the Project and satisfaction of the Contract, Contractor hereby pledges, assigns, hypothecates, and transfers to the Port, the Pledged Assets (as defined below) and grants to the Port a security interest under the Uniform Commercial Code of the State of Washington, as amended, in and to the Pledged Assets. This Agreement creates and grants a valid, perfected first priority lien on the Pledged Assets, enforceable as such against all creditors of Contractor. Contractor covenants and agrees with the Port that it will not (a) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Assets, (b) create, incur, or permit to exist any lien or option in favor of, or any claim of any person with respect to, any of the Pledged Assets, or any interest therein, except for the lien provided for by this Agreement, (c) withdraw any money, securities or property from the Pledged Account, except as provided herein, or (d) attempt to modify

or terminate Contractor's the agreement under which the Pledged Account was established. Contactor will defend the right, title, and security interest of the Port in and to the Pledged Assets against the claims and demands of all persons. "Pledged Assets" means the Pledged Account, now or hereafter constituted, including (a) all credit balances or other money now or hereafter credited to the Pledged Account; (b) all money, certificated and uncertificated securities, commodities contracts, instruments, documents, general intangibles, financial assets or other investment property now or hereafter in, or distributed from, the Pledged Account; (c) all income, products and proceeds of the sale, exchange, redemption or exercise of the foregoing, whenever occurring, whether as dividends, interest payments or other distributions of cash or property, including, without limitation, proceeds in the nature of accounts, general intangibles, and insurance proceeds; (d) any rights incidental to the ownership of the foregoing, such as voting, conversion and registration rights and rights of recovery for securities violations; and (e) all books and records pertaining to the foregoing.

3. When an interest on the Securities accrues and is paid, Bank shall collect such interest and forward it to the Contractor at the address designated below unless otherwise directed in writing by the Contractor.
4. Bank is not authorized to deliver to the Contractor all or any part of the Securities (or any monies derived from the sale of such Securities, or the negotiation of the Port's warrants or checks) except in accordance with Chapter 60.28 RCW based on written instructions from the Senior Contract Administrator for the Port (the "Administrator"). The Administrator shall inform the Bank and keep the Bank informed in writing of the name of the person or persons with authority to give the Bank such written instructions. Compliance with such instructions shall relieve Bank of any further liability related thereto. The estimated completion date on the Contract underlying this Agreement is _____. Upon request by Bank, the Port shall advise Bank in writing of any material change in the estimated Contract completion date. If such estimated completion date is changed, Bank is authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.
5. In the event the Administrator orders Bank to do so in writing, and notwithstanding any other provisions of this Agreement, Bank shall, within ten (10) days of receipt of such order, reconvert into money the Securities and return such money together with any other monies, including accrued interest on such Securities 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.
6. The Contractor agrees to pay Bank as compensation for Bank's 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 Bank or held by Bank pursuant to this Agreement until and unless the Port directs the release thereof to the Contractor, whereupon Bank shall be granted a first lien upon such property released and shall be entitled to reimburse Bank from such property for the entire amount of Bank's fees as provided for hereinabove. In the event that Bank is made a party to any litigation with respect to the checks, moneys, Securities, or other property held by Bank hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that Bank is 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, Bank 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.
7. Should Bank at any time and for any reason desire to be relieved of Bank's obligation as escrow holder hereunder, Bank shall give written notice to the Port and the Contractor. The Port and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow

holder and instruct Bank to deliver all securities and funds held hereunder to said successor. If Bank is not notified of the appointment of the successor escrow holder within 20 days, Bank may return the subject matter hereof to the Port, and upon so doing, it absolves Bank from all further charges and obligations in connection with this Agreement.

8. Any one or more of the following events constitutes an Event of Default ("Event of Default") under this Agreement: (a) Contractor breaches the Contract; (b) Contractor fails to perform any covenant or obligation under this Agreement; (c) Contractor shall file a voluntary petition in bankruptcy or such a petition shall be filed against Contractor; and (d) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Contractor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors.
9. Upon the occurrence of an Event of Default, the Port may exercise, in addition to all other rights and remedies granted in this Agreement, all rights and remedies of a secured party under the Uniform Commercial Code of the State of Washington, as amended. Without limiting the generality of the foregoing, the Port, without demand of performance or other demand, presentment, protest, advertisement, or notice of any kind (except any notice required by law, this Agreement) to or upon Contractor or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived to the extent not prohibited by law), may, upon the occurrence of an Event of Default, collect, receive, appropriate, and realize upon the Pledged Assets, or any part thereof, and/or may forthwith withdraw from the Pledged Account, sell, assign, give option or options to purchase or otherwise dispose of and deliver the Pledged Assets or any part thereof (or contract to do any of the foregoing).
10. This Agreement shall not be binding until executed by the Contractor and the Port and accepted by Bank.
11. This instrument contains the entire agreement between Bank, the Contractor, and the Port with respect to this Agreement and Bank is not a party to nor bound by any instrument or agreement other than this; Bank shall not be required to take notice or demand nor be required to take any action whatever, except as herein expressly provided; Bank shall not be liable for any loss or damage not caused by Bank's own negligence or willful misconduct.
12. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.
13. This Agreement is subject to the laws of the State of Washington and is to be construed in accordance therewith.
14. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of Washington or in the courts of the United States for the Western District of Washington, and by execution and delivery of this Agreement, Contractor consents, for itself and in respect of its property, to the nonexclusive jurisdiction of those courts. Contractor irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or any document related hereto.
15. The Contractor's Federal Income Tax Identification number is _____.

The undersigned have read and hereby approve this Agreement on the date first set forth above.

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

Contractor:

Port of Tacoma:

Signature

Signature

Name/Title

Name/Port Treasurer or Deputy Treasurer

Date

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 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 introductory paragraph. The Port will fill in this date once the document has been fully executed by the Port.

END OF SECTION

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ARTICLE 1 - THE CONTRACT DOCUMENTS

1.01 GENERAL

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

1.02 DEFINITIONS

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

- J. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, tools, equipment, materials, services, and incidentals necessary to complete all obligations under the Contract Documents. The Work may constitute only a part of the Project, and may interface and need to be coordinated with the work of others.

1.03 INTENT OF THE CONTRACT DOCUMENTS

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

1.04 CORRELATION OF THE CONTRACT DOCUMENTS

- A. Precedence. In the event of a conflict or discrepancy between or among the Contract Documents, the conflict or discrepancy will be resolved by the following order of precedence: with an addendum or Change Order having precedence over an earlier document, and computed dimensions having precedence over scaled dimensions, and large scale drawings take precedence over small scale drawings:
 - 1. The signed Agreement
 - a. Supplemental Conditions
 - b. Division 00 General Conditions
 - c. Division 01 General Requirements of Specifications
 - d. All other Specifications, including all remaining divisions, material and system schedules and attachments, and Drawings
 - e. All other sections in Division 00 not specifically identified herein by Section
- B. Inconsistency between or among Contract Documents. If there is any inconsistency between the Drawings, schedules, or Specifications, or any attachments, the Contractor will make an inquiry to the Engineer to determine how to proceed, and, unless otherwise directed, the Contractor will provide the better quality or greater quantity of any work or materials, as reasonably interpreted by the Port, at no change in the Contract Sum or Contract Time. Thus, if Work is shown on Drawings, but not contained in Specifications or schedules, or contained in Specifications or schedules, but not shown on the Drawings, the Work as shown or contained will be provided at no change in the Contract Sum or Contract Time, according to Specifications or Drawings to be issued by the Port.
- C. Inconsistency with law. In the event of a conflict between the Contract Documents and applicable laws, codes, ordinances, regulations, or orders of governmental authorities having jurisdiction over the Work, or in the event of any conflict between such laws, the most stringent requirements govern.

- D. Organization of Contract Documents. The organization of the Specifications and Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed. The Port assumes no responsibility for the division and proper coordination of Work between particular Subcontractors.
- E. Bid quantities are estimates only. Any "bid quantities" set forth in the Contract Documents are estimates only. The Port does not warrant that the actual amount of Work will correspond to any estimates. The basis of payment will be the actual quantities performed in accordance with the Contract Documents.

1.05 OWNERSHIP OF THE CONTRACT DOCUMENTS

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

ARTICLE 2 - PORT OF TACOMA

2.01 AUTHORITY OF THE ENGINEER

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

2.02 ADMINISTRATION OF THE CONTRACT

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

- E. Port will have access to the Work. The Port and its representatives will at all times have access to the Work in progress, and the Contractor will provide proper facilities for such access and for inspection.

2.03 INFORMATION PROVIDED BY THE PORT

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

2.04 CONTRACTOR REVIEW OF PROJECT INFORMATION

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

2.05 PORT'S RIGHT TO REJECT, STOP, AND/OR CARRY-OUT THE WORK

- A. Port may reject Work. The Port has the authority, but not the obligation, to reject work, materials, and equipment that is defective or that otherwise does not conform to the Contract Documents, and to decide questions concerning the Contract Documents. However, the failure to so reject, or the presence of the Port at the site, shall not be construed as assurance that the Work is acceptable or being completed in compliance with the Contract Documents.
- B. Port may stop Work. If the Contractor fails to correct Work that does not comply with the requirements of the Contract Documents, or repeatedly or materially fails to properly carry out the Work, the Port may issue an order to stop all or a portion of the Work until the cause for the order has been eliminated. The Port's right to stop the Work shall not impose a duty on the Port to exercise this right for the benefit of the Contractor or any third party.

- 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.

2.06 SEPARATE CONTRACTORS

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

2.07 OFFICERS AND EMPLOYEES OF THE PORT

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

ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES

3.01 DUTY TO PERFORM THE ENTIRE WORK

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

3.02 OBSERVED ERRORS, INCONSISTENCIES, OMISSIONS, OR VARIANCES IN THE CONTRACT DOCUMENTS

- A. Contractor to notify Port of any discrepancy. The Contractor's obligations to review and carefully study the Contract Documents and field conditions are for the purpose of facilitating coordination and construction. If the Contractor at any time observes that the Contract Documents, including Drawings and Specifications, vary from the conditions of the Project site, are in error, or omit any necessary detail, the Contractor shall promptly notify the Engineer in

writing through a Request for Information. Any Work done after such observation, until authorized by the Engineer, shall be at Contractor's risk. The Contractor shall also promptly report to the Engineer any observed error, inconsistency, omission, or variance with applicable laws through a Request for Information. If the Contractor fails either to carefully study and compare the Contract Documents, or to promptly report any observed error, inconsistency, omission, or variance, the Contractor shall assume full responsibility and shall bear all costs, liabilities, and damages attributable to the error, inconsistency, omission, or variance.

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

3.03 SUPERVISION AND RESPONSIBILITY FOR SUBCONTRACTORS

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

3.04 MATERIALS AND EQUIPMENT

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

3.05 CONTRACTOR WARRANTIES

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

3.06 REQUIRED WAGES

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

3.07 STATE AND LOCAL TAXES

- A. Contractor will pay taxes on consumables. The Contractor will pay the retail sales tax on all consumables used during performance of the Work and on all items that are not incorporated into the final Work; this tax shall be included in the Contract Sum.
- B. Port will pay taxes on the Contract Sum. The Port will pay state and local retail sales tax on the Contract Sum with each progress payment, and on final payment, for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local taxing authority. Rule 170: WAC 458-20-170.
- C. Direct all tax questions to the Department of Revenue. The Contractor should direct all questions concerning taxes on any portion of the Work to the State of Washington Department of Revenue or to the local taxing authority.
- D. State Sales Tax - Rule 171: WAC 458-20-171. For work performed related to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used, primarily, for foot

or vehicular traffic, the Contractor shall include Washington State Retail Sales Taxes in the various schedule prices, or other contract amounts, including those that the Contractor pays on the purchase of materials, equipment, or supplies used or consumed in doing the Work.

1. The bid form will indicate which bid items are subject to Rule 171. Any such identification by the Port is not binding upon the Department of Revenue.

3.08 PERMITS, LICENSES, FEES, AND ROYALTIES

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

3.09 SAFETY

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

3.10 CORRECTION OF WORK

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

3.11 UNCOVERING OF WORK

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

3.12 RELOCATION OF UTILITIES

- A. Contractor should assume underground utilities are in approximate locations. The Contractor should assume that the locations of any underground or hidden utilities, underground tanks, and plumbing or electrical runs indicated in surveys or the Contract Documents are shown in approximate locations. The accuracy of this information is not guaranteed by the Port and shall be verified by the Contractor. The Contractor shall comply with RCW 19.122.030 and utilize a utility locator service to locate utilities on Port property. The Contractor shall bear the risk of loss if any of its Work directly or indirectly damages or interrupts any utility service or causes or contributes to damages of any nature.

- B. Utility relocation or removal. Where relocation or removal of utilities is necessary or required, it shall be performed at the Contractor's sole expense, unless the Contract Documents specify otherwise. If a utility owner is identified as being responsible for relocating or removing utilities, the work will be accomplished at the utility owner's convenience, either during, or in advance of, construction. Unless otherwise specified, it shall be the Contractor's sole responsibility to coordinate, schedule, and pay for work performed by a utility owner.
- C. Contractor to notify Port of unknown utilities. If the Contractor discovers the presence of any unknown utilities, it shall immediately notify the Engineer in writing.

3.13 LABOR

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

3.14 INDEMNIFICATION

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

- E. Intellectual property indemnification. The Contractor will be liable for and shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold the Indemnified Parties harmless for Claims for infringement by the Contractor of copyrights or patent rights arising out of, or relating to, the Project.
- F. Labor peace indemnification. If the Contractor fails to satisfy its labor peace obligations under the Contract, the Contractor will be liable for and shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold harmless the Indemnified Parties for Claims brought against the Port by third parties (including but not limited to lessees, tenants, contractors, customers, licensees, and invitees of the Port) for injunctive relief or monetary loss.
- G. Joinder. The Contractor agrees to being added by the Port as a party to any arbitration or litigation with third parties in which the Port alleges indemnification or seeks contribution from the Indemnitor. The Contractor shall cause each of its Subcontractors of any tier to similarly stipulate in their subcontracts; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s) of any tier.
- H. Other. To the extent that any portion of this Section 3.14 is stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect. The obligations of the Contractor under this Section 3.14 shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity which would otherwise exist. To the extent the wording of this Section 3.14 would reduce or eliminate an available insurance coverage, it shall be considered modified to the extent necessary so that the insurance coverage is not affected. This Section 3.14 shall survive completion, acceptance, final payment, and termination of the Contract.

3.15 WAIVER OF CONSEQUENTIAL DAMAGES

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

ARTICLE 4 - SUBCONTRACTORS AND SUPPLIERS

4.01 RESPONSIBILITY FOR ACTIONS OF SUBCONTRACTORS AND SUPPLIERS.

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

4.02 AWARD OF CONTRACTS TO SUBCONTRACTORS AND SUPPLIERS

- A. Contractor to provide proposed Subcontractor information. The Contractor, within ten (10) days after the Port's notice of award of the Contract, shall provide the Engineer with the names of the persons or entities proposed to perform each of the principal portions of the Work (i.e., either a Subcontractor listed in a bid or proposal or a Subcontractor performing Work valued at least ten percent (10%) of the Contract Sum) and the proprietary names, and the suppliers of, the principal items or systems of materials and equipment proposed for the Work. No progress payment will become due until after this information has been furnished.
- B. Port to respond promptly with objections. The Port may respond promptly to the Contractor in writing stating: (1) whether the Port has reasonable objection to any proposed person or entity, or (2) whether the Port requires additional time for review. If the Port makes a reasonable objection, the Contractor shall replace the Subcontractor with no increase to the Contract Sum or Contract Time. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work and compliance with all of the requirements of the Contract within the Contract Sum and Contract Time.
- C. Reasonable objection defined. "Reasonable objection" as used in this Section 4.02 includes, but is not limited to: (1) a proposed Subcontractor of any tier different from the entity listed with the bid, (2) lack of "responsibility" of the proposed Subcontractor, as defined by Washington law and the Bidding Documents, or lack of qualification or responsibility of the proposed Subcontractor based on the Contract or Bidding Documents, or (3) failure of the Subcontractor to perform satisfactorily in the Port's opinion (such as causing a material delay or submitting a claim that the Port considers inappropriate) on one or more projects for the Port within five (5) years of the bid date.
- D. No substitution allowed without permission. The Contractor shall not substitute a Subcontractor, person, or organization without the Engineer's written consent.

4.03 SUBCONTRACTOR AND SUPPLIER RELATIONS

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

- D. Contractor to provide subcontracts. Upon request, the Contractor will provide the Port copies of written agreements between the Contractor and any Subcontractor.

ARTICLE 5 - WORKFORCE AND NON-DISCRIMINATION REQUIREMENTS

5.01 COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

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

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

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

5.03 APPRENTICESHIP PARTICIPATION

- A. In accordance with RCW 39.04.320, 15% Apprenticeship Participation is required for all projects estimated to cost one million dollars or more.
- B. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).
- C. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 by phone at (360) 902-5320, and e-mail at Apprentice@lni.wa.gov, to obtain information on available apprenticeship programs.
- D. For each project that has apprentice requirements, the contractor shall submit a "Statement of Apprentice and Journeyman Participation" on forms provided by the Port of Tacoma, with every request for project payment. The Contractor shall submit consolidated and cumulative data collected by the Contractor and collected from all subcontractors by the Contractor. The data to be collected and submitted includes the following:
 - 1. Contractor name and address
 - 2. Contract number
 - 3. Project name
 - 4. Contract value
 - 5. Reporting period "Beginning Date" through "End Date"
 - 6. Name and registration number of each apprentice by contractor

7. Total number of apprentices and labor hours worked by them, categorized by trade or craft
 8. Total number of journeymen and labor hours worked by them, categorized by trade or craft
 9. Cumulative combined total of apprentice and journeymen labor hours
 10. Total percentage of apprentice hours worked
- E. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Port. In any request for the change, the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.

ARTICLE 6 - CONTRACT TIME AND COMPLETION

6.01 CONTRACT TIME

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

6.02 PROGRESS AND COMPLETION

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

- C. Liquidated damages not exclusive. Any provisions in the Contract Documents for liquidated damages shall not preclude other damages due to breaches of Contract of the Contractor.

6.03 SUBSTANTIAL COMPLETION

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

6.04 COMPLETION OF PUNCH LIST

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

6.05 FINAL COMPLETION

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

date of Final Completion, whether or not those services would have been performed prior to that date had Final Completion been timely achieved.

- C. Final Completion submittals. The Port is not obligated to accept the Project as complete until the Contractor has submitted all required submittals to the Port.
- D. Contractor responsible for the Work until Final Completion. The Contractor shall assume the sole risk of loss and responsibility for all Work under the Contract, and all materials to be incorporated in the Work, whether in storage or at the Project site, until Final Completion. Damage from any cause to either permanent or temporary Work, utilities, materials, equipment, existing structures, the site, or other property owned by the Port or others, shall be repaired by the Contractor to the reasonable satisfaction of the Port at no change in the Contract Sum.

6.06 FINAL ACCEPTANCE

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

6.07 PORT'S RIGHT TO USE THE PREMISES

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

ARTICLE 7 - PAYMENT

7.01 ALL PAYMENTS SUBJECT TO APPLICABLE LAWS AND SCHEDULE OF VALUES

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

7.02 APPLICATIONS FOR PAYMENT

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

7.03 PROGRESS PAYMENTS

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

7.04 PAYMENT BY CONTRACTOR TO SUBCONTRACTORS

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

7.05 FINAL PAYMENT

- A. Final payment. Final applications for payment are due within seven (7) days following Final Completion. Final payment of the unpaid balance of the Contract Sum, except retainage, will be made following Final Completion and within thirty (30) days of the Contractor's submission of an approved final Application for Payment.
- B. Releases required for final payment. The final payment shall not become due until the Contractor delivers to the Port a complete release of all liens arising out of the Contract, as well as an affidavit stating that, to the best of Contractor's knowledge, its release includes all labor and materials for which a lien could be filed. If a Subcontractor of any tier refuses to furnish a release or waiver required by the Port, the Port may (a) retain in the fund, account, or escrow

funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount, or (b) accept a bond from the Contractor, satisfactory to the Port, to indemnify the Port against the lien. If any such lien remains unsatisfied after all payments from the retainage are made, the Contractor shall refund to the Port all moneys that the Port may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

7.06 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 or escrow account in a bank, mutual savings bank, or savings and loan association designated by the Contractor, not subject to withdrawal until after the final acceptance of said improvement or work as completed, or until agreed to by both parties; provided that interest on such account shall be paid to the Contractor. Contractor to complete and submit Port provided Retainage Escrow Agreement (Section 00 61 23.13); or
 3. If the Contractor provides a bond in place of retainage, it shall be in an amount equal to 5% of the Contract Sum plus Change Orders. The retainage bond shall be based on the form furnished in Section 00 61 23 or otherwise acceptable to the Port and duly completed and signed by a licensed surety or sureties registered with the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner. The surety or sureties must be rated at least "A-, FSC(6)" or higher by A.M. Best Rating Guide and be authorized by the Federal Department of the Treasury. Attorneys-in-fact who sign the retainage bond must file with each bond a certified and effective Power of Attorney statement.
- B. Contractor may withhold retainage from Subcontractors. The Contractor or a Subcontractor may withhold not more than five percent (5%) retainage from the monies earned by any Subcontractor or lower-tier Subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Port, the Contractor shall specify the amount of retainage and interest due a Subcontractor.
- C. Release of retainage. Retainage will be withheld and applied by the Port in a manner required by RCW 60.28 and released in accordance with the Contract Documents and statutory requirements. Release of the retainage will be processed in the ordinary course of business within sixty (60) days following Final Acceptance of the Work by the Port provided that no notice of lien has been given as provided in RCW 60.28, that no claims have been brought to the attention of the Port, that the Port has no claims under this Contract, and that release of retention has been duly authorized by the State. The following items must also be obtained prior to release of retainage: pursuant to RCW 60.28, a certificate from the Department of Revenue; pursuant to RCW 50.24, a certificate from the Department of Employment Security;

and appropriate information from the Department of Labor and Industries including approved affidavits of wages paid for the Contractor and each subcontractor.

7.07 DISPUTED AMOUNTS

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

7.08 EFFECT OF PAYMENT

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

7.09 LIENS

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

ARTICLE 8 - CHANGES IN THE WORK

8.01 CHANGES IN THE WORK

- A. Changes in the Work authorized. Without invalidating the Contract and without notice to the Contractor's surety, the Port may authorize changes in the Work after execution of the Contract, including changes in the Contract Sum or Contract Time. Changes shall occur solely by Change Order, Unilateral Change Directive, or Minor Change in Work. All changes in the Work are effective immediately, and the Contractor shall proceed promptly to perform the change, unless otherwise provided in the Change Order or Directive.
- B. Changes in the Work Defined.
 - 1. A Change Order is a written instrument signed by the Port and Contractor stating their agreement to a change in the Work and the adjustment, if any, in the Contract Sum and/or Contract Time.
 - 2. A Unilateral Change Directive is a written instrument issued by the Port to transmit new or revised Drawings, issue additions or modifications to the Contract, furnish other direction and documents adjustment, if any, to the Contract Sum and/or Contract Time. A Unilateral

- Change Directive is signed only by the Port, without requiring the consent or signature of the Contractor.
3. A Minor Change in the Work is a written order from the Port directing a change that does not involve an adjustment to the Contract Sum or the Contract Time.
- C. Request for Proposal: At any time, the Port may issue a Proposal Request directing the Contractor to propose a change to the Contract Sum and/or Contract Time, if any, based on a proposed change in the Work. The Contractor shall submit a responsive Change Order proposal as soon as possible, and no later than fourteen (14) days after receipt, in which the Contractor specifies in good faith the extent to which the Contract Sum and/or Contract Time would change. All cost components shall be limited to the manner described in Section 8.02(B). If the Contractor fails to timely respond to a Proposal Request, the Port may issue the change as a Unilateral Change Directive.
1. Fixed price method is default for Contractor Change Order proposal. When the Port has requested that the Contractor submit a Change Order proposal, the Port may specify the basis on which the Contract Sum will be adjusted by the Contractor. The Engineer's preference, unless otherwise indicated, is for changes in the Work to be priced using Lump Sums or Unit Prices or on a time and material (Force Account) basis if unit pricing or lump sums cannot be negotiated or determined. In all instances, however, proposed changes shall include a not-to-exceed price for the change and shall be itemized for evaluation purposes in accordance with Section 8.02(B), as requested by the Engineer.
 2. The Port may accept or reject the Contractor's Change Order proposal, request further documentation, or negotiate acceptable terms with the Contractor. If The Port and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order.
 3. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment. The Port may reject a proposal, in which case the Port may either not effectuate the change or issue a Unilateral Change Directive. The Port will not make payment to the Contractor for any work until that work has been incorporated into an executed Change Order.
- D. Unforeseen Conditions: If the Contractor encounters conditions at the site that are: (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or any soils reports made available by the Port to the Contractor, or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall immediately provide oral notice to the Engineer before conditions are disturbed, followed within 24 hours by an initial written notice. The Contractor shall submit a detailed proposal no later than seven (7) days following discovery of differing site conditions. The Engineer will promptly investigate these conditions and, if the Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost or time required for performance of any part of the Work, will establish a change in the Contract Sum or Contract Time, or both, consistent with the requirements of the Contract Documents. If the Contractor disputes the Engineer's determination, the Contractor may proceed as provided in the dispute resolution procedure (Article 11). No increase to the Contract Sum or the Contract Time shall be allowed if the

Contractor does not comply with the contractual requirements or if the Contractor knew, or reasonably should have known, of the concealed conditions prior to executing the Contract.

- E. Proceed Immediately: Pending agreement on the terms of the Change Order or upon determination of a differing site condition as defined in 8.01(D), the Engineer may direct Contractor to proceed immediately with the change in the Work. Contractor shall not proceed with any change in the Work until it has obtained the Engineer's written approval and documentation of the following:
1. The scope of work
 2. An agreed upon maximum not-to-exceed amount
 3. The method of final cost determination
 4. Estimated time to complete the changed work
 5. As a change in the Work is performed, unless the parties have signed a written Change Order to establish the cost of the change, the Contractor shall maintain an itemized accounting of all costs related to the change based on the categories in Section 8.02(B) and provide such data to the Port upon request. This includes, without limitation, invoices, including freight and express bills, and other support for all material, equipment, Subcontractor, and other charges related to the change and, for material furnished from the Contractor's own inventory, a sworn affidavit certifying the actual cost of such material. Failure to provide data to the Port within seven (7) days of a request constitutes a waiver of any claim. The Port may furnish any material or equipment to the Contractor that it deems advisable, and the Contractor shall have no claim for any costs or fee on such material or equipment.
- F. Procedure for Unilateral Change Directive. Whether or not the Port has rejected a Contractor's proposal, the Port may issue a Unilateral Change Directive and the Contractor shall promptly proceed with the specified Work. If the Contractor disagrees with a Unilateral Change Directive, the Contractor shall advise the Port in writing through a Change Order proposal within seven (7) days of receipt. The Contractor's Change Order proposal shall reasonably specify the reasons for any disagreement and the adjustment it proposes. Without this timely Change Order proposal, the Contractor shall conclusively be deemed to have accepted the Port's proposal.
- G. Payment pending final determination of Force Account work. Pending final determination of the total cost of Force Account Work, and provided that the Work to be performed under Force Account is complete and any reservations of rights have been signed by the Port, the Contractor may request payment for amounts not in dispute in the next Application for Payment accompanied by documentation indicating the parties' agreement. Work done on a Force Account basis must be approved in writing on a daily basis by the Engineer or the Engineer's designee and invoices shall be submitted with an Application for Payment within sixty (60) days of performance of the Work.

8.02 CHANGES IN THE CONTRACT SUM

- A. Port to Decide How Changes are Measured. The Port may elect, in its sole discretion, how changes in the Work will be measured for payment. Change in the Work may be priced on a lump sum basis, through Unit Prices, as Force Account, or by another method documented in the executed Change Order, Unilateral Change Directive, or Minor Change in the Work.
- B. Determination of Cost of Change. The total cost of any change in the Work, including a claim under Article 11, shall not exceed the prevailing cost for the Work in the locality of the Project.

In all circumstances, the change in the Work shall be limited to the reasonable, actual cost of the following components:

1. Direct labor costs: These are the actual labor costs determined by the number of additional craft hours at their normal hourly rate necessary to perform a change in the Work. The hourly cost of labor will be based upon the following:
 - a. Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Contractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage," for the laborers, apprentices, journeymen, and foremen performing or directly supervising the change in the Work on site. These wages do not include the cost of Contractor's project manager or superintendent or above, and the premium portion of overtime wages is not included unless pre-approved in writing by the Port. Costs paid or incurred by the Contractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Contractor shall provide to the Port copies of payroll records, including certified payroll statements for itself and Subcontractors of any tier, upon the Port's request.
 - b. Workers' insurance: Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.
 - c. Federal insurance: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).
2. Direct material costs: This is an itemization, including material invoices, of the quantity and actual cost of additional materials necessary to perform the change in the Work. The cost will be the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed unless approved in advance by the Port.
3. Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment necessary and appropriate for the Work is used solely on the changed Work times the applicable rental cost as established by the lower of the local prevailing rates published in www.equipmentwatch.com, as modified by the AGC/WSDOT agreement, or the actual rate paid to an unrelated third party. If more than one rate is applicable, the lowest available rate will be utilized. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Port's prior written approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. Mobilization and standby costs shall not be charged for equipment already present on the site.

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

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

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

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

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

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

8.03 CHANGES IN THE CONTRACT TIME

- A. Extension of the Contract Time. If the Contractor is delayed at any time in the commencement or progress of the Work by events for which the Port is responsible, by unanticipated abnormal weather (subject to Section 8.03(E) below), or by other causes not the fault or responsibility of the Contractor that the Port determines may justify a delay in the Contract Time, then the Contract Time shall be extended by Change Order for such reasonable time as the Port may determine. In no event, however, shall the Contractor be entitled to any extension of time absent proof of: (1) delay to an activity on the critical path of the Project, or (2) delay transforming an activity to the critical path, so as to actually delay the anticipated date of Substantial Completion.
- B. Allocation of responsibility for delay not caused by Port or Contractor. If a delay was not caused by the Port, the Contractor, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time but not an increase in the Contract Sum.
- C. Allocation of responsibility for delay caused by Port. If a delay was caused by the Port or someone acting on behalf of the Port and affected the critical path, the Contractor shall be entitled to a change in the Contract Time and Contract Sum in accordance with Section 8.02. The Contractor shall not recover damages, an equitable adjustment, or an increase in the Contract Sum or Contract Time from the Port; however, where the Contractor could reasonably have avoided the delay. The Port is not obligated directly or indirectly for damages for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.
- D. Allocation of responsibility for delay caused by Contractor. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.
- E. Adverse weather. If adverse weather is identified as the basis for a claim for additional time, the claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not reasonably have been anticipated and had an adverse effect on the critical path of construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. For a claim based on adverse weather, the Contractor shall be eligible only for a change in the Contract Time (but not a change in the Contract Sum) if the Contractor can substantiate that there was significantly greater than normal inclement weather considering the full term of the Contract Time.
- F. Damages for delay. In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Port for delay beyond the amount permitted in Section 8.02(B), the total combined damages to the Contractor and any Subcontractors of any tier for

each day of delay shall be limited to the same daily liquidated damage rate specified in the Contract Documents due the Port for the Contractor's delay in achieving Substantial Completion. By submitting a bid on the Work and executing the Contract, the Contractor represents that these liquidated damages are a reasonable estimate of its loss.

- G. Limitation on damages. The Contractor shall not be entitled to damages arising out of loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant under run; trade stacking; reassignment of workers; rescheduling of Work, concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended or increased overhead or general conditions; profit upon damages for delay; impact damages including cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the markup on Change Orders paid through Section 8.02(B) and any liquidated damages paid hereunder.

8.04 RESERVATION OF RIGHTS

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

8.05 UNIT PRICES

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

ARTICLE 9 - SUSPENSION AND TERMINATION OF CONTRACT

9.01 PORT'S RIGHT TO SUSPEND WORK

- A. Port may suspend the Work. The Port may at any time suspend the Work, or any part thereof, by giving notice to the Contractor. The Work shall be resumed by the Contractor as soon as possible, but no later than fourteen (14) days after the date fixed in a notice to resume the Work. The Port shall reimburse the Contractor for appropriate and reasonable expenses consistent with Section 8.02 incurred by the Contractor as a result of the suspension, except

where a suspension is the result of the Contractor repeatedly or materially failing to carry out or correct the Work in accordance with the Contract Documents, and the Contractor shall take all necessary steps to minimize expenses.

- B. Contractor obligations. During any suspension of Work, the Contractor shall take every precaution to prevent damage to, or deterioration of, the Work. The Contractor shall be responsible for all damage or deterioration to the Work during the period of suspension and shall, at its sole expense, correct or restore the Work to a condition acceptable to the Port prior to resuming Work.

9.02 TERMINATION OF CONTRACT FOR CAUSE BY THE PORT

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

9.03 TERMINATION OF CONTRACT FOR CONVENIENCE BY THE PORT

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

amount of payments otherwise made. The Port shall have title to all Work performed through the date of termination.

9.04 TERMINATION OF CONTRACT BY THE CONTRACTOR

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

9.05 SUBCONTRACT ASSIGNMENT UPON TERMINATION

- A. Subcontracts assigned upon termination. Each subcontract is hereby assigned by the Contractor to the Port provided that:
1. The Port requests that the subcontract be assigned.
 2. The assignment is effective only after termination by the Port and only for those subcontracts that the Port accepts in writing.
 3. The assignment is subject to the prior rights of the surety, if any, under any bond issued in accordance with the Contract Documents.

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

ARTICLE 10 - BONDS

10.01 CONTRACTOR PERFORMANCE AND PAYMENT BONDS

- A. Contractor to furnish performance and payment bonds. Within ten (10) days following its receipt of a notice of award, and as part of the Contract Sum, the Contractor shall secure and furnish duly executed performance and payment bonds using the forms furnished by the Port. The bonds shall be executed by a surety (or sureties) reasonably acceptable to the Port, admitted and licensed in the State of Washington, registered with the Washington State

Insurance Commissioner, and possessing an A.M. Best rating of "A-, FSC (6)" or better and be authorized by the U.S. Department of the Treasury. Pursuant to RCW 39.08, the bonds shall be in an amount equal to the Contract Sum, and shall be conditioned only upon the faithful performance of the Contract by the Contractor within the Contract Time and upon the payment by the Contractor of all taxes, fees, and penalties to the State of Washington and all laborers, Subcontractors, and suppliers, and others who supply provisions, equipment, or supplies for the performance of the Work covered by this Contract. The bonds shall be signed by the person or persons legally authorized to bind the Contractor.

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

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

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

ARTICLE 11 - DISPUTE RESOLUTION

11.01 NOTICE OF PROTEST AND CLAIM

- A. Dispute resolution procedure mandatory. All claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, shall be decided exclusively by the following alternative dispute resolution procedure, unless the parties mutually agree otherwise. If the Port and Contractor agree to a partnering process to assist in the resolution of disputes, the partnering process shall occur prior to, and not be in place of, the mandatory dispute resolution procedures set forth below.
- B. Notice of protest defined. Except for claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, the Contractor shall provide immediate oral notice of protest to the Engineer prior to performing any disputed Work and shall submit a written notice of protest to the Port within seven (7) days of the occurrence of the event giving rise to the protest that includes a clear description of the event(s). The protest shall identify any point of disagreement, those portions of the Contract Documents believed to be applicable, and an estimate of quantities and costs involved. When a protest relates to cost, the Contractor shall keep full and complete records and shall permit the Port to have access to those records at any time as requested by the Port.
- C. Claim defined. A claim is a demand by one of the parties seeking adjustment or interpretation of the Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents. The term "claim" also includes all disputes and matters in question between the Port and Contractor arising out of, or relating to, the Contract Documents. Claims must be initiated in writing and include a detailed factual statement and clear description of the claim providing all necessary dates, locations, and items of Work, the date or dates on which the events occurred that give rise to the claim, the names of employees or representatives knowledgeable about the claim, the specific provisions of the Contract Documents that support the claim, any documents or oral communications that support the

claim, any proposed change in the Contract Sum (showing all components and calculations) and/or Contract Time (showing cause and analysis of the resultant delay in the critical path), and all other data supporting the claim. Claims shall also be submitted with a statement certifying, under penalty of perjury, that the claim as submitted is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the claim is fully supported, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes the Port is liable. A claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor and Subcontractors of any tier are entitled and may not contain reservations of rights without the Port's written approval; any unapproved reservations of rights shall be without effect.

- D. Claim procedure. The Contractor shall submit a written claim within thirty (30) days of providing written notice of protest. The Contractor may delay submitting supporting data by an additional thirty (30) days if it notifies the Port in its claim that substantial data must be assembled. Any claim of a Subcontractor of any tier may be brought only through, and after review by and concurrence of, the Contractor.
- E. Failure to comply with notice of protest and claim requirements waives claims. Any notice of protest by the Contractor and any claim of the Contractor, whether under the Contract or otherwise, must be made pursuant to, and in strict accordance with, the applicable provisions of the Contract. Failure to properly and timely submit a notice of protest or to timely submit a claim shall waive the claim. No act, omission, or knowledge, actual or constructive, of the Port shall waive the requirement for timely written notice of protest and a timely written claim, unless the Port and the Contractor sign an explicit, unequivocal written waiver approved by the Port. The Contractor expressly acknowledges and agrees that the Contractor's failure to timely submit required notices of protest and/or timely submit claims has a substantial impact upon, and prejudices, the Port. For the purpose of calculating time periods, an "event giving rise to a claim," among other things, is not a Request for Information, but rather is a response that the Contractor believes would change the Contract Sum and/or Contract Time.
- F. False claims. The Contractor shall not make any fraudulent misrepresentations, concealments, errors, omissions, or inducements to the Port in the formation or performance of the Contract. If the Contractor or a Subcontractor of any tier submits a false or frivolous claim to the Port, which for purposes of this Section 11.01(F) is defined as a claim based in whole or in part on a materially incorrect fact, statement, representation, assertion, or record, the Port shall be entitled to collect from the Contractor by offset or otherwise (without prejudice to any right or remedy of the Port) any and all costs and expenses, including investigation and consultant costs, incurred by the Port in investigating, responding to, and defending against the false or frivolous claim.
- G. Compliance with lien and retainage statutes required. If a claim relates to, or is the subject of, a lien or retainage claim, the party asserting the claim may proceed in accordance with applicable law to comply with the notice and filing deadlines prior to resolution of the claim by mediation or by litigation.
- H. Performance required pending claim resolution. Pending final resolution of a claim, the Contractor shall continue to perform the Contract and maintain the Progress Schedule, and the Port shall continue to make payments of undisputed amounts due in accordance with the Contract Documents.

11.02 MEDIATION

- A. Claims must be subject to mediation. At any time following the Port's receipt of a written claim, the Port may require that an officer of the Contractor and the Port's designee (all with authority

to settle) meet, confer, and attempt to resolve a claim. If the claim is not resolved during this meeting, the claim shall be subject to mandatory mediation as a condition precedent to the initiation of litigation. This requirement can be waived only by an explicit, written waiver signed by the Port and the Contractor.

- B. Mediation procedure. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to agree upon a mediator. If the parties have not reached agreement within thirty (30) days of the request, either party may file the request with the American Arbitration Association, or such other alternative dispute resolution service to which the parties mutually agree, with a copy to the other party, and the mediation shall be administered by the American Arbitration Association (or other agreed service). The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in Pierce County, Washington, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Unless the Port and the Contractor mutually agree in writing otherwise, all claims shall be considered at a mediation session that shall occur prior to Final Completion.

11.03 LITIGATION

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

ARTICLE 12 - MISCELLANEOUS

12.01 GENERAL

- A. Rights and remedies are cumulative. The rights and remedies of the Port set forth in the Contract Documents are cumulative, and in addition to and not in limitation of, any rights and remedies otherwise available to the Port. The pursuit of any remedy by the Port shall not be construed to bar the Port from the pursuit of any other remedy in the event of similar, different, or subsequent breaches of this Contract. All such rights of the Port shall survive completion of the Project or termination of the Contractor.

- B. Reserved rights do not give rise to duty. The rights reserved or possessed by the Port to take any action shall not give rise to a duty for the Port to exercise any such right.

12.02 WAIVER

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

12.03 GOVERNING LAW

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

12.04 COMPLIANCE WITH LAW

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

12.05 ASSIGNMENT

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

12.06 TIME LIMIT ON CAUSES OF ACTION

- A. Time limit on causes of action. The Port and Contractor shall commence all causes of action, whether in contract, tort, breach of warranty, or otherwise, against the other arising out of, or related to, the Contract in accordance with the requirements of the dispute resolution procedure set forth in Article 11 of these General Conditions, within the time period specified by applicable

law, and within the time limits identified in the Contract Documents. The Contractor waives all claims and causes of action not commenced in accordance with this Section 12.06.

12.07 SERVICE OF NOTICE

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

12.08 RECORDS

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

12.09 STATUTES

- A. Contractor to comply with Washington statutes. The Contractor shall abide by the provisions of all applicable statutes, regulations, and other laws. Although a number of statutes are referenced in the Contract Documents, these references are not meant to be, and are not, a complete list.
 - 1. Pursuant to RCW 39.06, "Registration, Licensing of Contractors," the Contractor shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27, "Registration of Contractors," and shall satisfy all State of Washington bonding and insurance requirements. The Contractor shall also have a current state Unified Business Identifier number; have industrial insurance coverage for the Contractor's employees working in Washington as required by Title 51 RCW; have an Employment Security Department number as required by Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW; and not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).
 - 2. The Contractor shall comply with all applicable provisions of RCW 49.28, "Hours of Labor."
 - 3. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60, "Discrimination."

4. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92, "Provisions in Buildings for Aged and Handicapped Persons," and the Americans with Disabilities Act.
5. Pursuant to RCW 50.24, "Contributions by Employers," in general, and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for an acceptable bond.
6. The Contractor shall comply with pertinent provisions of RCW 49.17, "Washington Industrial Safety and Health Act," and Chapter 296-155 WAC, "Safety Standards for Construction Work."
7. Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-62-054 et seq., the Contractor shall provide to the Port, and have copies available at the Project site, a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier.
8. All products and materials incorporated into the Project as part of the Work shall be certified as "asbestos-free" and "lead-free" by United States standards, and shall also be free of all hazardous materials or substances. At the completion of the Project, the Contractor shall submit certifications of asbestos-free and of lead-free materials certifying that all materials and products incorporated into the Work meet the requirements of this Section, and shall also certify that materials and products incorporated into the Work are free of hazardous materials and substances.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

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 COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE

- A. The Contractor shall secure and maintain until Final Completion, at its sole cost and expense, the following insurance in carriers reasonably acceptable to the Port, licensed in the State of Washington, registered with the Washington State Insurance Commissioner, and possessing an A.M. Best rating of "A-, FSC (6)" or better.
- B. The Port of Tacoma (Port) 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 07 04 and CG 20 37 07 04 (or equivalent coverage endorsements). The inclusion of the Port 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;
 - 2. A cross liabilities clause; and
 - 3. An endorsement stating that the Contractor's policy is primary and not contributory with any insurance carried by the Port.
- C. If the Contractor, Supplier, or Subcontractors will perform any work requiring the use of a licensed professional, per RCW 18, the Contractor shall provide evidence to the Port of professional liability insurance in amounts not less than \$1,000,000.
 - D. This insurance shall cover all of the Contractor's operations, of whatever nature, connected in any way with the Contract, including any operations performed by the Contractor's Subcontractors of any tier. **It is the obligation of the Contractor to ensure that all Subcontractors (at whatever level) carry a similar program that provides the identified types of coverage, limits of liability, inclusion of the Port as additional insured(s), waiver of subrogation and cross liabilities clause.** The Port reserves the right to reject any insurance policy as to company, form, or substance. Contractor's failure to provide, or the Port's acceptance of, the Contractor's certificate of insurance does not waive the Contractor's obligation to comply with the insurance requirements of the Contract as specifically described below:
 - 1. Marine General Liability Insurance on an Occurrence Form Basis including, but not limited to:
 - a. Bodily Injury Liability;
 - b. Property Damage Liability;
 - c. Contractual Liability;
 - d. Products - Completed Operations Liability;
 - e. Personal Injury Liability;

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

2. Comprehensive Automobile Liability including, but not limited to:
 - a. Bodily Injury Liability;
 - b. Property Damage Liability;
 - c. Personal Injury Liability;
 - d. Owned and Non-Owned Automobile Liability; and
 - e. Hired and Borrowed Automobile Liability.
 3. Contractor's Pollution Liability (CPL) covering claims for bodily injury, property damage and cleanup costs, and environmental damages from pollution conditions arising from the performance of covered operations.
 - a. If the Work involves remediation or abatement of regulated waste to include, but not limited to asbestos containing materials, lead containing products, mercury, PCB, underground storage tanks, or other hazardous materials or substances, the CPL policy shall not exclude such coverage, or a specific policy covering such exposure shall be required from the Contractor and all Subcontractors performing such Work.
 - b. If the Work involves transporting regulated materials or substances or waste, a separate policy or endorsement to the CPL policy specifically providing coverage for liability and cleanup arising from an upset or collision during transportation of hazardous materials or substances shall be required from the Contractor and all Subcontractors performing such Work.
 - c. It is preferred that CPL insurance shall be on a true occurrence form without a sunset clause. However, if CPL insurance is provided on a Claims Made basis, the policy shall have a retroactive date prior to the start of this project, and this insurance shall be kept in force for at least three years after the final completion of this project. Alternatively, the contractor, at its option, may provide evidence of extended reporting period of not less than three (3) years in its place. The Contractor shall be responsible for providing the Port with certificates of insurance each year evidencing this coverage.
 - d. The Port shall be named as an Additional Insured(s) on the CPL policy.
- E. Except where indicated above, the limits of all insurance required to be provided by the Contractor shall be not less than \$2,000,000 for each occurrence. If the coverage is aggregated, the coverage shall be no less than two times the per occurrence or per claim limit. However, coverage in the amounts of these minimum limits shall not be construed as to relieve the Contractor from liability in excess of such limits. The Additional Insured endorsement shall NOT be limited to the amounts specified by this contract unless expressly waived in writing by the Port of Tacoma.
- F. Except where indicated above, the limits of all insurance required to be provided by the Contractor shall be not less than \$2,000,000 for each occurrence. However, coverage in the amounts of these minimum limits shall not be construed as to relieve the Contractor from liability in excess of such limits. The Additional Insured endorsement shall NOT be limited to the amounts specified by this contract, unless expressly waived in writing by the Port.

- G. Contractor shall certify that its operations are covered by the Washington State Worker's Compensation Fund. The Contractor shall provide its Account Number or, if self-insured, its Certificate of Qualification Number. The Contractor shall also provide evidence of Stop-Gap Employers' Liability Insurance.
- H. The Contractor shall furnish, within ten (10) days following issuance of the Notice of Award, a certificate of insurance satisfactory to the Port evidencing that insurance in the types and minimum amounts required by the Contract Documents has been secured. The Certificate of Insurance shall be signed by an authorized representative of the insurer together with a copy of the endorsement, which shows that the Port is named as additional insured.
- I. Contractor shall provide at least forty-five (45) days prior written notice to the Port of any termination or material change, or ten (10) day's notice in the case of non-payment of premium(s).
- J. If the Contractor is required to make corrections to the Work after Final Completion, the Contractor shall obtain at its own expense, prior to the commencement of any corrective work, insurance coverage as required by the Contract Documents, which coverage shall be maintained until the corrections to the Work have been completed and accepted by the Port.

1.04 BUILDER'S RISK INSURANCE

- A. Until Final Completion of the Work, the construction Work is at the risk of the Contractor and no partial payment shall constitute acceptance of the Work or relieve the Contractor of responsibility of completing the Work under the Contract.
- B. To the extent the Work provided under this Contract does not include the construction, rehabilitation or repair of any dam, road, or bridge, and whenever the estimated cost of the Work is less than \$25,000,000, the Port and Contractor acknowledge that the Port will purchase, or has purchased, from a company or companies lawfully authorized and admitted to do business in Washington, property insurance written on a Builder's Risk "all-risk" (including Earthquake and Flood with applicable sub-limits) or equivalent policy form to cover the course of construction in the amount of the full insurable value thereof. This property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed to in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Port has an insurable interest in the property, whichever is later. Without further endorsement, the coverage afforded by this insurance includes the interests of the Port, the Contractor, and Subcontractors of any tier on the Project. Coverage for materials intended to be installed in the facility will be covered by the Builder's Risk policy. Losses up to the deductible amount, and payment of any deductible amount, shall be the responsibility of the Contractor. All tools and equipment not intended as part of the construction or installation (including, but not limited to, Contractor's equipment and tools) will NOT be covered by the policy.

To the extend the Work provided under this Contract involves any dam, roadway, or bridge, the value of which exceeds \$250,000, or whenever the estimated cost of the Work is equal to or greater than \$25,000,000, Contractor will purchase from a company or companies lawfully authorized and admitted to do business in Washington, property insurance written on a Builder's Risk "all-risk" (excluding Earthquake and Flood with applicable sub-limits) or equivalent policy form to cover the course of construction in the amount of the full insurable value thereof. This Builder's Risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed to in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Port has an insurable interest in the property, whichever is later. Contractor

shall provide evidence satisfactory to the Port confirming the coverage afforded by this insurance shall include the interests of the Port, the Contractor, and Subcontractors of any tier on the Project. Coverage for materials intended to be installed in the facility will be covered by the Builder's Risk policy purchased by the Contractor. Losses up to the deductible amount, and payment of any deductible amount, shall be the responsibility of the Contractor.

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

PART 2 - PRODUCTS - NOT USED

PART 3 - PRODUCTS - NOT USED

END OF SECTION

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 June 11, 2019.
- 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, 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 with the Department of Labor and Industries for approval.
 - 2. The statement shall include the hourly wage rate to be paid to each classification of workers entitled to prevailing wages, which shall not be less than the prevailing rate of wage, and the estimated number of workers in each classification employed on the Project by the Contractor or a Subcontractor of any tier, as well as the Contractor's contractor registration number and other information required by the Department of Labor and Industries.

3. The statement, and any supplemental statements, shall be filed in accordance with the requirements of the Department of Labor and Industries. No progress payment shall be made until the Port receives such certified statement.
- G. The Contractor shall post, in a location readily visible to workers, at the Project site: (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 Department of Labor and Industries.
- K. The Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold the Port harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs, and expenses, whether direct, indirect, including, but not limited to, attorneys' fees and consultants' fees and other costs and expenses, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or 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. Pacific Maritime Association card
 - 5. 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 at that specific facility. Each restricted facility has their own guidelines for escorting. Having escort training at one facility does not qualify you to escort at other facilities. Prior to conducting escort services for non-TWIC personnel, the escorts are required to contact the Facility Security Officer at the gate for verification they are on the escort list and to document who is being escorted. For required documentation, upon completion of escorting, the escort is to inform the Security officer that the escort is complete. It is the Contractor's responsibility to schedule escort training with the Facility Security Officer.
- B. For more information, refer to the Port Security website at:
<http://www.portoftacoma.com/shipping/security>
- C. For project specific information, refer to 01 14 00 - Work Restrictions.

1.04 ELIGIBILITY FOR TWIC

- A. Refer to the Transportation Worker Identification Credential website at:
<https://www.tsa.gov/for-industry/twic> 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 or vessel 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 vessel and 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 accompanying Drawings and Specifications show and describe the location and type of Work to be performed under this project. Work is more specifically defined on the drawings listed in Section 00 01 15.
 - 1. The TOTE Maintenance Buildings 9, 10 Roof Repairs scope of work consists of furnishing, installing and providing all labor, materials and equipment required to repair roofs as per the project documents.
 - 2. At TOTE Maintenance Building 10 (15,775-SF), roof repairs consist of cleaning the roof, removing and replacing the existing skylights, repairing skylight curbs, replacing fasteners and performing other maintenance requirements per the project documents.
 - 3. At TOTE Maintenance Building 9 (8,990-SF), roof repairs consist of removing and replacing the existing skylights, and performing other maintenance repair requirements per the project documents.

1.02 LOCATION

- A. The work is located at:
 - 1102 Alexander Ave
 - Tacoma, WA 98421

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies work sequence and constraints.
- B. The purpose of the milestones, sequence and limitations of construction are to ensure that the Contractor understands the requirements and limitations on its work by the specific characteristics of the Contract, schedules and conducts work in a manner consistent with achieving these purposes, and complies with the construction schedule, the specific sequence, constraints, milestones and limitations of work specified.
- C. Sequence of construction. Plan the sequence of construction to accommodate all the requirements of the specifications. The Contract Price shall include all specified requirements as described in this Section.

1.02 CONTRACTOR ACCESS AND USE OF PREMISES

- A. Activity Regulations
 - 1. Ensure Contractor personnel deployed to the project become familiar with and follow all regulations or restrictions established by the Engineer.
- B. Occupied Building
 - 1. The Contractor will be working in existing buildings which are occupied during normal business hours, as stipulated below.
 - 2. Protect materials and equipment in areas adjoining the immediate work area.
- C. Working Facility
 - 1. The Facility will remain in operation for the duration of construction. The Contractor shall conduct all items of the Work in such a manner as to prevent interference with the normal operations of the Facility.
 - 2. The work on buildings 9 and 10 is located at TOTE, a secure and restricted site. All work performed at TOTE will require TWIC credentials as specified in Section 00 73 63 Security Requirements. Access inside the TOTE buildings 9 and 10, will be available from 7:00 AM - 3:30 PM Monday - Friday. Access to the site will be available from 6:45 AM until 5:15 PM, Monday - Friday. No weekend work will be allowed. Contractor is to notify the Tenant through the Engineer seven (7) days prior to performing work inside the building(s).
- D. Work Site Regulations
 - 1. Keep within the limits of work and assigned avenues of ingress and egress. Do not enter any areas outside the designated work location unless previously approved by the Engineer. The Contractor must comply with the following conditions:
 - a. Restore all common areas to a clean and useable condition that permits the resumption of Tenant operations after the Contractor ceases daily work.
 - b. Be responsible for control and security of Contractor-owned equipment and materials at the work site. Report to Port Security (phone (253) 383-9472) any missing/lost/stolen property.
 - c. Ensure all materials, tools and equipment will be removed from the site or secured within the designated laydown area at the end of each shift.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 PAYMENT PROCEDURES

- A. Monthly pay estimates shall clearly identify the work performed for the given time period based on the approved Schedule of Values.
 - 1. At the Pre-construction meeting, the Engineer and the Contractor shall agree upon a date each month when payment applications shall be submitted.
- B. For each pay estimate the Contractor shall submit the following:
 - 1. Completed "Application and Certificate for Payment" on form as required by Division 01 or as established by the Engineer.
 - 2. Baseline Project Schedule and narrative updated as required by Section 01 32 16 of the Project Manual.
 - 3. Completed "Amounts Paid to Subcontracts and Suppliers" showing total contract amount, amount paid this estimate, total paid to date, and balance owing.
 - 4. Completed "Conditional Release and Waiver of Liens and Claims."
 - 5. An estimated cashflow statement projecting the Contractor's monthly billings on the project shall be submitted with each payment application.
- C. Prior to submitting a payment application, the Contractor and Engineer shall meet each month to review the work accomplished to determine the actual quantities including labor, materials and equipment charges to be billed.
 - 1. Prior to the payment application meeting, the Contractor shall submit to the Engineer all measurement documentation as referenced in these contract documents; to include all measurement by weight, volume or field.
 - 2. For all change work being done on a force account basis, the Contractor shall submit prior to meeting with Engineer all Force Account back-up documentation as required to process the payment application where Force Account work is being billed. The Engineer and the Contractor shall review the documentation at the payment application meeting to verify quantities and review the work accomplished.
 - 3. The Contractor shall bring a copy of all documentation to the pay application meeting with the Engineer.
- D. Following the Engineers' review, the Contractor shall prepare an original pay estimate with complete supporting documentation attached and submit it electronically using e-Builder®.
- E. An estimated cashflow statement projecting the Contractor's monthly billings on the project shall be submitted with each payment application.

1.03 PAYMENT PRICING

- A. Pricing for the various lump sum or unit prices in the Bid Form, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the work in accordance with the requirements of the Contract Documents.

- B. Pricing also includes all costs of compliance with the regulations of public agencies having jurisdiction, including safety and health requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).
- C. No separate payment will be made for any item that is not specifically set forth in the Bid Form, and all costs therefore shall be included in the prices named in the Bid Form for the various appurtenant items of work.
- D. All other work not specifically mentioned in the measurement and payment sections identified below shall be considered incidental to the work performed and merged into the various unit and lump sum prices bid. Payment for work under one item will not be paid for under any other item.
- E. The Port of Tacoma reserves the right to make changes should unforeseen conditions necessitate such changes. Where work is on a unit price basis, the actual quantities occasioned by such changes shall govern the compensation.

1.04 LUMP SUM MEASUREMENT

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

1.05 MEASUREMENT OF QUANTITIES FOR UNIT PRICES

- A. Measurement Standards:
 - 1. All Work to be paid for at a contract price per unit measurement, as indicated in the Contractor's submitted bid, will be measured by the Engineer in accordance with United States Standard Measures.
- B. Measurement by Area: Measurement by area will be by the square dimension shown on the Contract Drawings or as specified. Method of square measurement will be as specified.
- C. Linear Measurement: Linear measurement will be by the linear dimension listed or indicated in the Contractor's submitted bid. Unless otherwise indicated, items, components, or Work to be measured on a linear basis will be measured at the centerline of the item in place.
- D. Field Measurement for Payment:
 - 1. The Contractor shall take all measurements by providing equipment, workers, and survey crews as required to measure quantities in accordance with the provisions for measurement specified herein. No allowance will be made for specified tolerances.
 - 2. The Engineer will verify all quantities of Work performed by the Contractor on a unit-price basis, for progress payment purposes.

1.06 REJECTED, EXCESS, OR WASTED MATERIALS

- A. Quantities of material wasted or disposed of in a manner not called for under the Contract; rejected loads of material, including material rejected after it has been placed by reasons of the failure of the Contractor to conform to the provisions of the Contract; material not unloaded from the transporting vehicle; material placed outside the lines indicated on the Contract

Drawings or established by the Engineer; or material remaining on hand after completion of the Work, will not be paid for, and such quantities shall not be included in the final total quantities. No additional compensation will be permitted for loading, hauling, and disposing of rejected material.

1.07 MEASUREMENT AND PAYMENT

TOTE BLDG 9 AND 10 ROOF REPAIRS

A. Item #1: Mobilization and Demobilization

1. Payment for MOBILIZATION AND DEMOBILIZATION shall be for preparatory work and operations performed by the Contractor including, but not limited to, those necessary for the movement of its personnel, equipment, supplies and incidentals to and from the project site; temporary facilities and controls; for the establishment and removal of its offices, buildings and other facilities necessary for work on the project; for other work and operations which it must perform or costs it must incur before beginning production work on the various items on the project site, and for removal of personnel, equipment, supplies, offices, building facilities, sheds, fencing, and other incidentals from the site.
2. Mobilization and Demobilization shall be paid at the lump sum price listed in the Contractor's submitted bid. Incremental payment shall be made for each location as follows:
 - a. 40% after completion of 5% of the total contract amount of other bid items have been earned.
 - b. 40% after completion of 20% of the total contract amount of other bid items have been earned.
 - c. 20% after completion of all work on the project has been completed, including cleanup and acceptance of the project by the Port.

B. Item #2: Project Administration

1. Item Description: The Work of this item includes all administrative costs associated with administering and supervising the project including, but not limited to supervision of personnel, coordination of all work activities, coordination of subcontractors and/or suppliers, preparation and transmittal of submittals, permit acquisitions, for premiums on bonds and insurance for the project, and project overhead.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

C. Item #3: BLDG 10 Skylight Removal and Replacement

1. Item Description: The work of this item includes removing and replacing existing skylights and all cleaning associated with this work as shown on the project plans and as defined in these specifications.
2. Measurement: This item will be measured per each skylight removed and replaced.
3. Payment: This item will be paid for at the unit price indicated on the bid form and actual quantities for the period being billed.

D. Item #4: BLDG 10 Fasteners Removal and Replacement

1. Item Description: The work of this item includes removing and replacing fasteners and all cleaning associated with this work as shown on the the project plans and defined in these specifications.
 2. Measurement: This item will be measured per each box of 500 fasteners purchased and used.
 3. Payment: This item will be paid for at the unit price indicated on the bid form and actual quantities for the period being billed.
- E. Item #5: BLDG 10 Other Repairs Not Listed in Items 1-4
1. Item Description: The work of this item includes performing all other repairs at Building 10, that are not mentioned in bid Items 1 - 4 and all cleaning associated with this work as shown on the project plans and as defined in these specifications. This includes work per details 4, 5 and 8 on Sheet A4.0A.
 2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
 3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.
- F. Item #6: UNFORESEEN CONDITIONS ALLOWANCE
1. Item Description: This allowance is for UNFORESEEN CONDITIONS for work unidentified at the time of bid and will be paid as negotiated unit price(s) or lump sum(s). If unit prices or lump sums cannot be established, work will be paid on a time and material basis per section 00 72 00 General Conditions Article 8.0. Work under this bid item shall be accomplished upon written direction from the Engineer as a Minor Change in Work. This entire bid item may or may not be used.
 2. Measurement: This item will be measured based upon the method agreed upon for each minor change issued.
 3. Payment: This item will be paid for at the price agreed upon for each change in work issued by the Engineer in accordance with procedures noted in Section 01 26 00 - Change Management Procedures.
- G. Additive Alternate #1: BLDG 9 Skylight Removal and Replacement
1. Item Description: The work of this item includes removing and replacing existing skylights and all cleaning associated with this work as shown on the project plans and as defined in these specifications.
 2. Measurement: This item will be measured by per each skylight removed and replaced.
 3. Payment: This item will be paid for at the unit price indicated on the bid form and actual quantities for the period being billed.
- H. Additive Alternate #2: BLDG 9 Fasteners Removal and Replacement
1. Item Description: The work of this item includes removing and replacing fasteners and all cleaning associated with this work as shown on the project plans and as defined in these specifications.
 2. Measurement: This item will be measured per each box of 500 fasteners purchased and used.

3. Payment: This item will be paid for at the unit price indicated on the bid form and actual quantities for the period being billed.
- I. Additive Alternate #3: BLDG 9 Dektite Boot Replacement
1. Item Description: The work of this item include installation of dektite boots and all cleaning associated with this work as shown on the project plans and as defined in these specifications.
 2. Measurement: This item will be measured by per each dektite boot installed.
 3. Payment: This item will be paid for at the unit price indicated on the bid form and actual quantities for the period being billed.
- J. Additive Alternate #4: BLDG 9 Other Repairs Not Listed in Additive Alternates 1-3
1. Item Description: The work of this item includes performing all other repairs at Building 9, that are not mentioned in additive alternates 1 - 3 and all cleaning associated with this work as shown on the project plans and as defined in these specifications. This includes work per details 6, 7 and 9 on Sheet A4.1A.
 2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
 3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTALS

- A. The Contractor shall submit for approval the following documentation to the Port for force account change orders:
 - 1. List of Labor Rates
 - a. For the Contractor and each subcontractor, a list of labor rates for each trade applicable to the scope of work to be performed. These submitted rates shall be broken down to include the base wage, fringes, FICA, SUTA, FUTA, industrial insurance, and medical aid premiums as stated in the General Conditions. The rates shall not contain any travel time, safety, loss efficiency factors, overhead, or profit. Rates shall be submitted for straight time, overtime, and double time in a form acceptable to the Engineer. Contractor shall provide proof of all labor rate costs as required by the Engineer, including the submission of a copy of the most current Workers Compensation Rate Notice from Labor & Industries and a copy of the Unemployment Insurance Tax Rate notice from the Employment Security Department.
 - 1) If labor rates change during the course of the project or additional labor rates become required to complete the work, the Contractor shall submit new rates for approval.
 - 2. List of Equipment.
 - a. Submit for the Contractor and each subcontractor, a list of equipment and rates applicable to the scope of work to be performed. The equipment rates shall conform to the rates shown on Equipment Watch. A separate page from equipment watch detailing the hourly rate shall be submitted as backup documentation for each piece of equipment.
 - 1) If the list of equipment and/or equipment rates changes during the course of the project or additional equipment becomes required to complete the work, the Contractor shall submit a new list and rates for approval.

1.03 METHOD TO CALCULATE ADJUSTMENTS TO CONTRACT PRICE

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

1.04 MINOR CHANGES IN THE WORK

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

1.05 PROPOSAL REQUESTS

- A. Port-Initiated Proposal Requests: The Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. Work Change Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
 2. Contractor shall submit a written proposal within the time specified in the General Conditions. The proposal shall represent the Contractor's offer to perform the requested work, and the pricing set forth within the proposal shall represent full, complete, and final compensation for the proposed change and any impacts to any other Contract Work, including any adjustments in the Contract Time.
 - a. Include a breakdown of the changed work in sufficient detail that permits the Engineer to substantiate the costs.
 - 1) Generally, the cost breakdown should be divided into the time and materials categories listed in the General Conditions under Article 8.02.B for either Lump Sum Proposals or Force Account Proposals.
 - 2) For Unit Price Proposals, include the quantity and description of all work involved in the unit pricing being proposed, along with a not to exceed total cost.
 - b. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or differing site conditions require modifications to the Contract, the Contractor may initiate a claim by submitting a request for a change to the Engineer.
1. Notify the Engineer immediately upon finding differing conditions prior to disturbing the site.
 2. Provide follow-up written notification and differing site conditions proposal within the time frames set forth in the General Conditions.
 3. Provide the differing site condition change proposal in the same or similar manner as described above under 1.05.A.
 4. Comply with requirements in Section 00 26 00 Substitution Procedures if the proposed change requires substitution of one product or system for product or system specified.
 5. Proposal Request Form: Use form acceptable to Engineer.

1.06 PROCEEDING WITH CHANGED WORK

- A. The Engineer may issue a directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order per the General Conditions, Article 8.01.E.
1. The directive will contain a description of change in the Work and a not-to-exceed amount. It will designate the method to be followed to determine the change in the Contract Sum or the Contract Time.

1.07 CHANGE ORDER PROCEDURES

- A. Issuance of Change Order

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 PREPARATION

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

1.03 SUBMITTAL

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 SCHEDULE OF VALUES

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

- B. Provide updated Schedule of Values as required by the Engineer and as indicated in the Contract Documents.

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE

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

1.02 NOTICE TO PROCEED

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

1.03 COORDINATION

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

1.04 PROJECT MEETINGS

- A. Pre-Construction Meeting
 - 1. After execution of the contract, but prior to commencement of any work at the site, a mandatory one time meeting will be scheduled by the Engineer to discuss and develop a mutual understanding relative to the administration of the safety program, preparation of the Schedule of Values, change orders, RFI's, submittals, scheduling prosecution of the work. Major subcontractors who will engage in the work shall attend.
 - 2. Suggested Agenda: The agenda will include items of significance to the project.
 - 3. Location of the Pre-Construction Meeting will be held at the Port of Tacoma Administration Building located at One Sitcum Plaza.
- B. Weekly Progress Meetings – Progress meetings include the Contractor, Engineer, consultants and others affected by decisions made.
 - 1. The Engineer will arrange meetings, prepare standard agenda with copies for participants, preside at meetings, record minutes and distribute copies within ten working days to the Contractor, meeting participants, and others affected by decisions made.
 - a. The Engineer will approve submitted meeting minutes in writing within 10 working days.
 - 2. Attendance is required for the Contractor's job superintendent, major subcontractors and suppliers, Engineer, and representatives of the Port as appropriate to the agenda topics for each meeting.
 - 3. Standard Agenda

- a. Review minutes of previous meeting
- b. Review of work progress
- c. Field observations, problems, and decisions
- d. Identification of problems that impede planned progress
- e. Maintenance of Progress Schedule (3 weeks ahead; 1 week back)
- f. Corrective measures to regain projected schedules
- g. Planned progress during succeeding work period
- h. Coordination of projected progress
- i. Maintenance of quality and work standards
- j. Effect of proposed changes on progress schedule and coordination
- k. Demonstration that the project record drawings are up-to-date
- l. Other business relating to the work

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 USER ACCESS LIMITATIONS

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

1.03 CONTRACTOR TECHNOLOGY REQUIREMENTS

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

1.04 CONTRACTOR SOFTWARE REQUIREMENTS

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

1.05 CONTRACTOR RESPONSIBILITY

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

1.06 PORT RESPONSIBILITY

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 UTILIZATION OF E-BUILDER®

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

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

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

1.02 SUBMITTALS

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

1.03 QUALITY ASSURANCE

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

1.04 SCHEDULE FORMAT

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 BASELINE SCHEDULE

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

- 5. The different areas of responsibility, such as distinctly separate or subcontracted work, and identifiable subdivisions of work.
- D. It shall be maintained and updated as necessary to accurately reflect past progress and the most probable future progress.
- E. Activities shown shall include submittals, milestones, and sufficient task breakdown for major components of work.
- F. Identify work of separate stages and other logically grouped activities.
- G. Provide sub-schedules to define critical portions of the entire schedule.
- H. Provide separate schedule of submittal dates for shop drawings, product data, samples, owner-furnished products, products identified, and dates reviewed submittals will be required from the Engineer. Indicate decision dates for selection of finishes.

3.02 PROGRESS SCHEDULE

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

3.03 UPDATING SCHEDULE

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

3. Changes to schedule logic or sequencing of the work.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTAL LOG

- A. Contractor shall, within 14 days of contract execution prepare and submit for Engineer approval a detailed log of all the submittals required under this Contract, along with any other submittals identified by the Port or Contractor. The log shall include, but not be limited to, schedules, required construction Work plans, equipment and material cut sheets, shop drawings, project record documents, test results, survey records, record drawings, results of QC testing, and all other items for which a submittal is required. The submittal log shall be organized by CSI Specification Division, and Section number and include the following information:
 - 1. Item Description
 - 2. Item Description
 - 3. Specification Section information of the applicable section
 - 4. After the submittal log is reviewed and approved by the Engineer, it shall become the basis for the submittal of all items by Contractor.

1.03 COMPLIANCE

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

1.04 SHOP DRAWINGS AND MANUFACTURERS' LITERATURE

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

1.05 SUBMITTAL REVIEW

- A. After review of each of Contractor's submittals, the submittal will be returned to Contractor with a form indicating one or more of the following:
 - 1. No Exceptions Taken - Means, accepted subject to its compatibility with future submittals and additional partial submittals for portions of the work not covered in this submittal. But it

- does not constitute approval or deletion of specified or required items not shown in the partial submittal.
2. Make Corrections Noted - Same as Item 1, except that minor corrections as noted shall be made by Contractor.
 3. Reviewed - Submittal has been reviewed by the Port, does not constitute approval, and the Contractor is responsible for requirements in submittal.
 4. Review as Noted - Submittal has to be reviewed by the Port with comments as noted.
 5. Revise and Resubmit - Means, rejected because of major inconsistencies or errors. Resolve or correct before next submittal.
 6. Rejected - Means, submitted material does not conform to the Contract Documents in a major respect (e.g., wrong material, size, capacity, model, etc.).
- B. Submittals marked "No Exceptions Taken," "Make Corrections Noted," or "Reviewed as Noted" authorizes Contractor to proceed with construction covered by those data sheets or shop drawings with corrections, if any, incorporated.
- C. When submittals or prints of shop drawings have been marked "Revise and Resubmit" or "Rejected," Contractor shall make the necessary corrections and submit required copies. Every revision shall be shown by number, date, and subject in a revision block, and each revised shop drawing shall have its latest revision numbers and items clearly indicated by clouding around the revised areas on the shop drawing.
- D. Submittals authorized by the Engineer do not in any case supersede the Contract Documents. The approval by the Engineer shall not relieve the Contractor from responsibility to conform to the Drawings or Specifications, or correct details when in error, or ensure the proper fit of parts when installed. A favorable review by the Port of shop drawings, method of work, or information regarding material and equipment Contractor proposes to furnish shall not relieve Contractor of its responsibility for errors therein and shall not be regarded as assumption of risk or liability by the Port or its officers, employees, or representatives. Contractor shall have no claim under the Contract on account of failure or partial failure, or inefficiency or insufficiency of any plan or method of work, or material and equipment so accepted. Favorable review means that the Port has no objection to Contractor using, upon its own full responsibility, the plan or method of work proposed, or furnishing the material and equipment proposed.
- E. It is considered reasonable that the Contractor's submittals shall be complete and acceptable by at least the second submission of each submittal. The Port reserves the right to deduct monies from payments due Contractor to cover additional costs for review beyond the second submission.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 PREPARATION OF SUBMITTALS

- A. The Contractor shall submit all shop drawings, catalog cuts, brochures and physical samples using e-Builder® (a web based construction management software). All post-document-generated notations such as notes, arrows, stamps, clouding, or other items, are required to be shown directly on the submittal document. **Each submittal shall be accompanied by a transmittal developed within the e-Builder® software.**

- B. A separate submittal shall be prepared for each product or procedure and shall be further identified by referencing the Specification Section and paragraph number and each submittal shall be numbered consecutively.
- C. Product submittals that cannot be accomplished electronically shall be submitted electronically without attachments, marked as being hand delivered, and accompanied by a printed version of a transmittal.
- D. Shop and detail drawings shall be submitted in related packages. All equipment or material details which are interdependent, or are related in any way, must be submitted indicating the complete installation. Submittals shall not be altered once marked "No Exceptions Taken" Revisions shall be clearly marked and dated. Major revisions must be submitted for approval.
- E. The Contractor shall thoroughly review all shop and detail drawings, prior to submittal, to assure coordination with other parts of the work.
- F. Components or materials which require shop drawings and which arrive at the job site prior to approval of shop drawings shall be considered as not being made for this project and shall be subject to rejection and removal from the premises.
- G. All submittal packages including, but not limited to, product data sheets, mix designs, shop drawings and other required information for submittal must be submitted, reviewed and approved before the relevant scheduled task may commence. It is the responsibility of the Contractor to provide the submittal information which may drive a task on the construction schedule to submit items well enough in advance as to provide adequate time for review and comment from the Engineer without adversely impacting the construction schedule.
- H. When completing the e-Builder® submittal form, a Date Due field is required to be completed. This field is intended to inform the Port of the urgency of the submittal. Failure of the Port to return the submittal by the date provided by the Contractor will not be considered grounds for a contract time extension.

3.02 PRE-WORK SUBMITTALS

- A. Prior to issuance of Notice to Proceed, the following submittals must be submitted and returned to the Contractor as No Exceptions Taken, Make Corrections Noted, Reviewed, or Reviewed as Noted.
 - 1. Per 00 72 00, Progress Schedule
 - 2. Per 00 73 63, Emergency Contact Numbers
 - 3. Per 01 35 29, Health and Safety Plan (HASP)
 - 4. Per 01 35 29, Spill Prevention and Countermeasures Plan (SPCC)
 - 5. Per 01 35 47, List of equipment and written certification

3.03 MAINTENANCE OF SUBMITTAL LOG

- A. Prepare and submit for Port review a detailed submittal log conforming to the requirements of paragraph 1.02 of this section. When approved by the Engineer, use the submittal log to track the transmittal of submittals to the Engineer, the receipt of submittal comments from the Engineer, and all subsequent action with respect to each submittal. Provide an updated copy of the submittal log to the Engineer during each weekly progress meeting, unless otherwise approved by the Engineer.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. The work includes the requirements for health and safety provisions necessary for all work at the site for this project. The work also includes compliance with all laws, regulations and ordinances with respect to safety, noise, dust, fire and police action, civil disobedience, security or traffic.

1.02 SUBMITTALS

- A. Prior to Notice to Proceed, the Contractor shall provide a site specific Health and Safety Plan (HASP), which meets all the requirements of local, state and federal laws, rules and regulations. The HASP shall address all requirements for general health and safety and shall include, but not be limited to:
 - 1. Description of work to be performed and anticipated chemical and/or physical hazards associated with the work;
 - 2. Map of the site(s) illustrating the location of the anticipated hazards and areas of control for those hazards (including containments, exclusion/work zones, and contaminant reduction/decontamination zones);
 - 3. Hazardous material inventory and safety data sheets (SDSs) for all chemicals which will be brought on site;
 - 4. Signage appropriate to warn site personnel and visitors of anticipated site hazards;
 - 5. Engineering controls/equipment to be used to protect against anticipated hazards;
 - 6. Personal protective equipment and clothing including head, foot, skin, eye, and respiratory protection;
 - 7. Procedures which will be used for:
 - a. Lockout/Tagout,
 - b. Fall protection,
 - c. Hot work,
 - d. Suspicious materials and/or unidentified materials,
 - e. Confined-space entry (could include dewatering storage tanks, manholes, or other items),
 - f. Confined-space rescue, and
 - g. Odorous conditions and toxic gases;
 - 8. Site housekeeping procedures and personal hygiene practices;
 - 9. Personnel and equipment decontamination plan;
 - 10. Railroad safety procedures;
 - 11. Administrative controls;
 - 12. Emergency plan including locations of and route to nearest hospital;
 - 13. Medical surveillance program for site personnel before, during, and after completion of site work;

14. Name and qualification of person preparing the HASP and person designated to implement and enforce the HASP;
 15. Lighting and sanitation; and
 16. Signatory page for site personnel to acknowledge receipt, understanding, and agreement to comply with the HASP.
- B. Prior to the start of any Work, the Contractor shall provide a site specific Spill Prevention, Control and Countermeasures (SPCC) Plan, which meets all the requirements of local, state and federal laws, rules and regulations.
- C. Contractor may submit the HASP and SPCC Plan as one comprehensive document or may submit the plans as separate documents.

1.03 POTENTIAL CHEMICAL HAZARDS

A. Site Contaminants

1. The Contractor must provide site workers with Hazard Communication standard information for potential site contaminants (in accordance with WAC 296-843). The Contractor shall ensure that all site workers are aware of and understand this information. Additional information shall also be provided by the Contractor, as necessary, to meet the Hazard Communication Standard and HASP requirements as noted in WAC 296-901-14010 and 296-843. Workers shall be instructed on basic methods or techniques to assist in detecting suspicious material.

B. Potential Exposures Routes

1. Ingestion: Inadvertent transfer of site contaminants from hands or other objects to the mouth could occur if site workers eat, drink, smoke, chew tobacco, or engage in similar activities in work areas. This could result in ingestion of site contaminants. Precautions to prevent accidental or inadvertent ingestion of hazardous materials will be included in the HASP.

- C. Chemical hazards may also result from Contractor operations resulting in inadvertent release of fuel, oil, or other chemicals in a manner that would expose workers.

1.04 POTENTIAL PHYSICAL AND OTHER HAZARDS

- A. The Work of the Contractor is described elsewhere in these specifications. Precautions to prevent all anticipated physical and other hazards, including heavy equipment and vessels, shall be addressed in the HASP.

- B. Specific aspects of construction resulting in physical hazards anticipated for this project include, but are not limited to the following:

1. Operation of equipment, including excavators, loaders, and related equipment, presenting hazards of entrapment, ensnarement, and being struck by moving parts.

- C. Other anticipated physical hazards:

1. Heat stress, such as that potentially caused by impermeable clothing (may reduce the cooling ability of the body due to evaporation reduction);
2. Cold stress, such as that potentially caused during times when temperatures are low, winds are high, especially when precipitation occurs during these conditions;
3. Biological hazards, such as mold, insect stings, or bites, poisonous plants (i.e., poison oak, sumac, etc.); and

4. Trips and falls.

PART 2 - PRODUCTS

2.01 SAFETY SIGNAGE

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

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. Enclosure equipment (for dust and asbestos fiber control);
 4. Fencing and barriers;
 5. Warning signs and labels;
 6. Fire extinguishers;
 7. Equipment to support hot work;
 8. Equipment to support lockout/tagout procedures;
 9. Scaffolding and fall protection equipment;
 10. Personal protective equipment (hard hats, foot gear, skin, eye, and respiratory protection);
 11. Area and personnel exposure monitoring equipment;
 12. Demolition equipment and supplies;
 13. Decontamination equipment and supplies;
 14. First aid equipment;
 15. Spill response and spill prevention equipment; and
 16. 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. 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.

- C. 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.
- D. 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.
- E. 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.
- F. 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. 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.
- B. The Site Safety and Health Officer is responsible for determining the extent to which any safety equipment must be utilized, depending on conditions encountered at the site.

3.03 SPILL PREVENTION AND CONTROL

- A. The Contractor shall be responsible for prevention, containment and cleanup of spilling petroleum and other chemicals/hazardous materials used in the Contractor's operations. All such prevention, containment and cleanup costs shall be borne by the Contractor.
- B. The Contractor is advised that discharge of oil, fuel, other petroleum, or any chemicals/hazardous materials from equipment or facilities into state waters or onto adjacent land is not permitted under state water quality regulations.
- C. In the event of a discharge of oil, fuel or chemicals/hazardous materials into waters, or onto land with a potential for entry into waters, containment and cleanup efforts shall begin immediately and be completed as soon as possible, taking precedence over normal work. Cleanup shall include proper disposal of all spilled material and used cleanup materials.
- D. The Contractor shall, at a minimum, take the following measures regarding spill prevention, containment and cleanup:
 - 1. Fuel hoses, lubrication equipment, hydraulically operated equipment, oil drums and other equipment and facilities shall be inspected regularly for drips, leaks or signs of damage, and shall be maintained and stored properly to prevent spills. Proper security shall be maintained to discourage vandalism.
 - 2. All land-based chemical, oil and products' storage tanks shall be diked, contained and/or located so as to prevent spills from escaping into the water. Dikes and containment area surfaces shall be lined with impervious material to prevent chemicals or oil from seeping through the ground and dikes.
 - 3. All visible floating sheen shall be immediately contained with booms, dikes or other appropriate means and removed from the water prior to discharge into state waters. All

visible spills on land shall be immediately contained using dikes, straw bales or other appropriate means and removed using sand, sawdust or other absorbent material, which shall be properly disposed of by the Contractor. Waste materials shall be temporarily stored in drums or other leak-proof containers after cleanup and during transport to disposal. Waste materials shall be disposed offsite in accordance with applicable local, state and federal regulations.

4. In the event of any oil or product discharges into public waters, or onto land with a potential for entry into public waters, the Contractor shall immediately notify the Port Security at their listed 24-hour response number:
 - a. Port Security: 253-383-9472
- E. The Contractor shall maintain the following materials (as a minimum) at each of the project sites:
 1. Oil-absorbent booms: 100 feet;
 2. Oil-absorbent pads or bulk material, adequate for coverage of 200 square feet of surface area;
 3. Oil-skimming system; and
 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 NOTIFICATION AND SUSPENSION

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTALS

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

PART 2 - PRODUCTS - NOT USED

PART 3 – EXECUTION

3.01 AIR POLLUTION CONTROL

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

3.02 NOISE CONTROL

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

END OF SECTION

PART 1 - GENERAL

1.01 PERMITS, CODES, AND REGULATIONS

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

1.02 VARIATIONS WITH CODES, REGULATIONS AND STANDARDS

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

1.03 COORDINATION WITH REGULATORY AGENCIES

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes requirements relating to referenced standards.

1.02 QUALITY ASSURANCE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 QUALITY CONTROL FOR COMPLIANCE:

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

1.02 QUALITY ASSURANCE - CONTROL OF INSTALLATION

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

1.03 TOLERANCES

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

1.04 TESTING SERVICES

- A. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities.
 - 1. Neither observations by an inspector retained by the Port, the presence or absence of such inspector at the site, nor inspections, tests, or approvals by others, shall relieve the Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.

- B. Necessary materials testing shall be performed by an independent testing laboratory during the execution of the Work and paid for by the Port of Tacoma, unless otherwise specified. Access to the area necessary to perform the testing and/or to secure the material for testing, shall be provided by the Contractor.
- C. Testing does not relieve Contractor from performing work to contract requirements.
- D. Re-testing required because of non-conformance to specified requirements will be charged to the Contractor by deducting testing charges from the Contract Sum via Change Order.
- E. Material testing for initial material approval will be performed by an independent, certified laboratory and paid for by the Contractor. These tests must be dated within six (6) months of the submittal date.
- F. Subsequent sampling and testing, required as the work progresses to ensure continual control of materials and compliance with all requirements of the Contract documents, shall be the responsibility of the Port, except as required by other sections of these Specifications.

1.05 MANUFACTURER'S FIELD SERVICES

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes requirements relating to the following:
 - 1. Temporary utilities,
 - 2. Temporary telecommunications services,
 - 3. Temporary sanitary facilities,
 - 4. Temporary Controls: Barriers, enclosures, and fencing, and
 - 5. Field offices.

1.02 TEMPORARY UTILITIES

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes. Contractor is responsible for getting required permits and meters from the City of Tacoma.
- B. Existing facilities shall not be used.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TELECOMMUNICATIONS SERVICES

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

1.04 TEMPORARY SANITARY FACILITIES

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

1.05 BARRIERS

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

1.06 FENCING

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

1.07 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections,

and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.08 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from the Port-occupied areas, to prevent penetration of dust and moisture into the Port-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces

1.09 TREE AND VEGETATION PROTECTION

- A. The Contractor shall carefully protect existing trees and vegetation noted to remain from damage by construction activities.
- B. 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.
- C. The contractor shall provide any necessary irrigation and other care necessary to warrant the replacement vegetation for two growing seasons (April through September) following replacement.

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to final inspection.
- B. Clean and repair damage caused by installation or use of temporary work.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes requirements relating to the following:
 - 1. Access roads
 - 2. Parking
 - 3. Construction parking controls
 - 4. Traffic Control
 - 5. Maintenance
 - 6. Removal, repair

PART 2 - PRODUCTS

2.01 SIGNS, SIGNALS, AND DEVICES

- A. Post Mounted and Wall Mounted Traffic Control and Informational Signs, as needed.

PART 3 - EXECUTION

3.01 ACCESS TO SITE

- A. Contractor shall conduct all business through the gate assigned by the Engineer.
 - 1. The Contractor may be required to relocate entry and related work areas as required by the Terminal Operator.
- B. Provide unimpeded access for emergency vehicles. Maintain 20 foot (6 m) width driveways with turning space between and around combustible materials.
- C. Provide and maintain access to fire hydrants free of obstructions.

3.02 PARKING

- A. At TOTE, all Contractor's employee cars and other private vehicles will be parked at designated parking area shown on the plans. Gate will be open from 06:45 AM until 5:15 PM. Gate will be closed on weekends.
- B. AT 3319 Lincoln Ave, there will be onsite parking for Contractor's employee cars and other private vehicles. Contractor may utilize available street parking. Gates to the site will be open Monday to Friday, 7:00 AM - 5:00 PM. Gates will be closed on weekends.

3.03 CONSTRUCTION PARKING CONTROL

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

3.04 REMOVAL, REPAIR

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

END OF SECTION

PART 1 – GENERAL

1.01 SUMMARY

- A. The Work shall consist of planning, installing, inspecting, maintaining and removing Temporary Erosion and Sediment Control (TESC) Best Management Practices (BMPs) to prevent pollution of air and water; and to control, respond to, and dispose of eroded sediment and turbid water during the term of the Contract.

1.02 SUBMITTALS

- A. Prior to the start of any construction activities, a Construction Stormwater Pollution Prevention Plan (SWPPP), as required by the NPDES permit.
 - 1. Contractor must provide a project SWPPP. A copy of the Port SWPPP Short Form is provided in the Appendix.
- B. A copy of all Contractor site inspection logs and monthly Discharge Monitoring Reports (DMRs).

PART 2 – PRODUCTS

PART 3 – EXECUTION

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes the requirements to provide product data under the applicable specification section.

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 - PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 - EXECUTION

3.01 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.02 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes information on warranty, operation and maintenance manuals, and as built documentation.
 - 1. Warranties
 - 2. Operation and Maintenance Manuals
 - 3. Substantial Completion procedures
 - 4. Punchlist
 - 5. Final Completion Procedures
 - 6. Final Acceptance Procedures
- B. Prior to requesting final inspection, the Contractor shall assure itself that the project is complete in all aspects.

1.02 PROJECT SUBMITTALS

- A. Project Warranty Certificates
- B. Operation and Maintenance Manuals
- C. As-Built Drawings

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.

2.02 OPERATION AND MAINTENANCE MANUALS

- A. The following information (minimum of 3 copies) shall be furnished for all items of equipment on the Project requiring operational and/or maintenance procedures and for any additional items indicated by the Engineer:
 - 1. Lubrication Information: This shall consist of the manufacturer's recommendations regarding the lubricants to be used and the lubrication schedule to be followed.
 - 2. Complete identification, including model and serial numbers.
 - 3. Submittal information, as specified in Section 013300 Submittal Procedures.

4. Warranty Information: This information consists of the name, address, and telephone number of the manufacturer's representative to be contacted for warranty, parts, or service information.
5. Maintenance information summaries shall be prepared on 8-1/2" x 11" paper and digital version (PDF format) on CD-ROM and shall contain the following information compiled from manufacturer's recommendations in the order shown.
 - a. Description or name of item of equipment
 - b. Asset number (to be provided at a later date)
 - c. Manufacturer
 - d. Name, address, and telephone number of local manufacturer's representative
 - e. Serial number (where applicable)
 - f. Recommended maintenance procedures:
 - 1) Description of procedures.
 - 2) Lubricant(s) or other materials required (where applicable), including type of lubricant, lubricant manufacturer, and specific compound.
 - 3) Additional information as required for proper maintenance.
 - g. Maintenance schedule, broken down into:
 - 1) Daily
 - 2) Weekly
 - 3) Monthly
 - 4) Quarterly
 - 5) Semi-Annually
 - 6) Annually
 - h. Recommended spare parts (where applicable)
6. Provide video tapes, DVDs, and audio-visual training materials utilized in the manufacturer's instruction program for the Port.
7. All such information shall be organized by the Contractor into 3-inch, 3-post, expandable metal binders. The binders shall be sized for material approximately 8-1/2 by 11 inches, and the material in the binders shall not protrude beyond the covers. The binder(s) shall be divided with coversheets for each major item of equipment. The cover sheets shall be typewritten to indicate the name, type of equipment, and location(s) within the Project where installed. A neatly typewritten index shall be provided. The number of copies of such binders to be submitted shall be equal to the total of the Contractor's requirements plus three (3) paper copies and an electronic copy in PDF format to be retained by the Port.
8. All operation and maintenance information shall be comprehensive and detailed and shall contain information adequately covering all normal operation and maintenance procedures.

9. All information shall be specific for the items of equipment installed on the project. Material not directly applicable shall be removed, omitted, or clearly marked as inapplicable.
10. Lubricants shall be described in detail, including type, recommended manufacturer, and manufacturer's specific compound to be used.
11. If manufacturer's standard brochures and manuals are used to describe operating and maintenance procedures, such brochures and manuals shall be modified to reflect only the model or series of equipment used on this project.
12. Extraneous material shall be crossed out neatly or otherwise annotated or eliminated. It shall be the responsibility of the Contractor to ensure that all operation and maintenance materials are obtained. Material submitted must meet the approval of the Engineer prior to project acceptance.

PART 3 - EXECUTION

3.01 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request:
 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Port unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 3. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by the Contract Document or Engineer. Label with manufacturer's name and model number where applicable.
 4. Submit test/adjust/balance records.
 5. Submit changeover information related to Port's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request:
 1. Perform preventive maintenance on equipment used prior to Substantial Completion
 2. Instruct Port's personnel in operation, adjustment, and maintenance of products, equipment, and systems
 3. Advise Port of changeover in heat and other utilities
 4. Terminate and remove temporary facilities from Project site
 5. Complete final cleaning requirements

- D. Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to the date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Notice of Substantial Completion after inspection or will notify Contractor of items, either on the Contractor's list or additional items identified by the Engineer, that must be completed or corrected before notice will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

3.02 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.

3.03 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete and submit the following:
 - 1. Submittal of all remaining items, including as-built documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, surveys, and similar final record information and all other submittals defined in the Contract Documents.
 - 2. List of Incomplete Items: Submit copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (Punch List). Copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 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.

3.04 FINAL DOCUMENTS

- A. Project As-Built Drawings
 - 1. Project As-Built Drawings shall be compiled by the Contractor and submitted to the Engineer for translation to the Record Drawings on a monthly basis.
 - 2. The Project As-Built Drawings will be submitted on paper full-sized (ANSI D) copy.
 - 3. Drawings shall be kept current and shall be done at the time the material and equipment is installed. Annotations to the record documents shall be made with an erasable colored pencil conforming to the following color code:
 - a. Additions - Red
 - b. Deletions - Green

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

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes requirements relating to the following:
 - 1. Examination, preparation, and general installation procedures
 - 2. Cutting and patching

1.02 SUBMITTALS

- A. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project;
 - 2. Integrity of weather exposed or moisture resistant element;
 - 3. Efficiency, maintenance, or safety of any operational element;
 - 4. Visual qualities of sight exposed elements; and
 - 5. Work of the Port or separate Contractor.
- B. Project As-Built Documents: Accurately record actual locations of capped and active utilities.

PART 2 - PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.

- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work;
 - 2. Fit products together to integrate with other work;
 - 3. Provide openings for penetration of mechanical, electrical, and other services;
 - 4. Match work that has been cut to adjacent work;
 - 5. Repair areas adjacent to cuts to required condition;
 - 6. Repair new work damaged by subsequent work;
 - 7. Remove samples of installed work for testing when requested; and
 - 8. Remove and replace defective and non-conforming work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work, to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.

3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.05 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.06 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

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.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 07 74 19.

- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration until Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.02 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. 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. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
 - f. Remove debris and surface dust from limited access spaces, including roofs, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Remove labels that are not permanent.
 - i. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - j. Leave Project clean and ready for occupancy.
- C. Construction-waste Disposal: Comply with waste disposal requirements in Section 01 74 19.

3.03 REPAIR OF WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surface, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide

replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
2. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

- A. This section includes construction waste management requirements.

1.02 DEFINITIONS

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

1.03 SUBMITTALS

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

1.04 PERFORMANCE GOALS

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

1.05 WASTE MANAGEMENT PLAN

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

1.06 WASTE MANAGEMENT FINAL REPORT

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

1.07 QUALITY ASSURANCE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 SOURCE-SEPARATED CDL RECYCLING

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

3.02 CO-MINGLED CDL RECYCLING

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

3.03 LANDFILL

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

3.04 REMOVAL OF CDL WASTE FROM PROJECT SITE

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

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 07 01 50.19 - Preparation for Re-Roofing: Removal of existing roofing, roof insulation, flashing, trim, and accessories.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

- A. Site Plan: Showing:
 - 1. Areas for temporary construction and field offices.
 - 2. Areas for temporary and permanent placement of removed materials.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.

1.05 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
 - 1. Minimum of 5 years of documented experience, selective demolition of metal panel roofing.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 SCOPE

- A. Remove portions of existing buildings in the following sequence:
 - 1. Remove flexible flashing, tar, roof felt, exposed mastics, deleterious material, organics, dirt, sand, and grime at areas of work shown in the drawings.
 - 2. Remove corrosion at area requiring liquid flashing or field coat Fluid Applied Roofing 07 56 00.
 - 3. Remove existing skylights buildings 9 &10
- B. Remove other items indicated, for demolition salvage, relocation, and recycling.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.

1. Obtain required permits (if any).
 2. Comply with applicable requirements of NFPA 241.
 3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 4. Provide, erect, and maintain temporary barriers and security devices.
 5. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 6. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 7. Do not close or obstruct roadways or sidewalks without permit.
 8. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 9. Obtain written permission from Engineer when demolition equipment that will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Engineer.
- C. Protect existing structures and other elements that are not to be removed.
1. Provide bracing and shoring.
 2. Prevent movement or settlement of adjacent structures.
 3. Stop work immediately if adjacent structures appear to be in danger.
 4. Do not flood or use pressure cleaning in any areas where water would infiltrate into the building. Provide temporary water proofing at no additional cost.
- D. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- E. If hazardous materials are discovered during removal operations, stop work and notify Engineer.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
1. Verify that construction and utility arrangements are as indicated.
 2. Report discrepancies to Engineer before disturbing existing installation.
 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.

1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 2. Remove items indicated on drawings.
- D. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; comply with Port of Tacoma and regulatory Waste Management Procedures.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Shop fabricated steel items.
- B. Prefabricated ladders
- C. Ladder fall arrest safety systems

1.02 RELATED REQUIREMENTS

- A. Section 09 90 00 - Painting and Coating.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1910.23 - Ladders; current edition.
- B. 29 CFR 1910.28 - Duty to have Fall Protection and Falling Object Protection; Current Edition.
- C. 29 CFR 1910.29 - Fall Protection Systems and Falling Object Protection - Criteria and Practices; Current Edition.
- D. ALI A14.3 - Ladders - Fixed - Safety Requirements; Current Edition.
- E. ANSI A14.3 - American National Standard for Ladders -- Fixed -- Safety Requirements; Current Edition.
- F. ANSI/ASSP Z359.16 - Safety Requirements for Climbing Ladder Fall Arrest Systems; 2016.
- G. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
- H. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2018.
- I. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- J. A193 - Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications
- K. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2013.
- L. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2014 (Editorial 2017).
- M. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.
- N. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2017.
- O. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2012.
- P. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015, with Errata (2016).
- Q. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic"); 2002 (Ed. 2004).

1.04 SUBMITTALS

- A. Product Data: Provide manufacturer's data sheets on each ladder safety system product to be used, including installation instructions.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
 - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
 - 2. Design data: Submit drawings and supporting calculations, signed and sealed by a qualified professional structural engineer.
 - a. Include the following, as applicable:
 - 1) Member sizes and gages.
 - 2) Details of connections.
 - 3) Support reactions.
 - 4) Bracing requirements and additional building structure by others.
- C. Certificate: Provide documentation that ladder safety system products of this section meet or exceed cited 29 CFR 1910.28, 29 CFR 1910.29, ANSI/ASSP Z359.16, and ANSI A14.3 requirements.
- D. Welders' Certificates: Submit certification for welders employed on the project, verifying AWS qualification within the previous 12 months.

1.05 QUALITY ASSURANCE

- A. Design steel roof access ladders under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located.

PART 2 - PRODUCTS

2.01 MATERIALS - STEEL

- A. Steel Sections: ASTM A36/A36M.
- B. Plates: ASTM A283/A283M.
- C. Pipe: ASTM A53/A53M, Grade B Schedule 40, black finish.
- D. Slotted Channel Framing: ASTM A653/A653M, Grade 33.
- E. Slotted Channel Fittings: ASTM A1011/A1011M.
- F. Bolts, Nuts, and Washers: ASTM A307, Grade A, plain.
- G. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- H. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

2.02 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.

- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.03 FABRICATED ITEMS

- A. Ladders: Steel; in compliance with ANSI A14.3; with mounting brackets and attachments; shop galvanized with painted finish.

2.04 PREFABRICATED LADDERS (APPROVED EQUIVALENT)

- A. Prefabricated Ladder: Welded metal unit complying with ANSI A14.3; factory fabricated to greatest degree practical and in the largest components possible.
 - 1. Components: Manufacturer's standard rails, rungs, treads, handrails, returns, platforms and safety devices complying with the requirements of the MATERIALS article of this section.
 - 2. Finish: Manufacturer's standard hot-dipped galvanizing; comply with ASTM A153/A153M and shop painted.

2.05 LADDER FALL ARREST SYSTEM

A. DEFINITIONS

- 1. Anchorage - per ANSI Z359.0 - A secure connecting point or a terminating component of a fall protection system capable of supporting impact forces applied by a fall protection system.
- 2. Anchorage Connector - per ANSI Z359.0 - A component or subsystem that functions as an interface between the anchorage and a fall protection, work positioning, rope access or rescue system for the purpose of coupling the system to the anchorage.
- 3. Clearance - per ANSI Z359.0 - The distance below an authorized person that must remain clear of obstructions in order to ensure that the authorized person does not make contact with any objects that would cause injury in the event of a fall.
- 4. Continuous Fall Protection - per ANSI Z359.0 - One or more fall protection systems that provide fall protection without interruption.
- 5. Fall Arrest - per ANSI Z359.0 - The action or event of stopping a free fall or the instant where the downward free fall has been stopped.
- 6. Fall Hazard - per ANSI Z359.0 - Any location where a person is exposed to a potential free fall.
- 7. Fall Restraint/Travel Restraint - per ANSI Z359.0 - A combination of anchorage, anchorage connector, lanyard (or other means of connection) and body support (full body harness) that limits travel in such a manner that the user is not exposed to a fall hazard.
- 8. Qualified Person - per ANSI Z359.0 - A person with a recognized degree or professional certificate and with extensive knowledge, training and experience in the fall protection and rescue field who is capable of designing, analyzing, evaluating and specifying fall protection and rescue systems to the extent required by the Z359 standards.

B. PRODUCTS & DESIGNERS

- 1. Latchways Ladderlatch ManSafe for Ladders; Latchways PLC, www.latchways.com

2. 3M DBI-SALA Railok 90; 3M, www.3m.com/.../Vertical-Lifeline-Systems
3. Gravitec Systems Inc (Supplier and designer for both systems) or approved equal; 1-800-755-8455, www.gravitec.com

C. SYSTEM DESCRIPTION

1. Type of system required: Constant Force Posts (CFP(s)) with cable or vertical rigid fall arrest
2. System location: Fixed ladder
3. Maximum number of workers on system at one time: 2
4. Systems environmental exposure: Exterior, marine environment, marine grade stainless
5. Workers task while on the system: Workers will ascend and descend. Occasionally, workers are required to look over the edge. While walking, workers need to carry heavy objects.
6. Type of fall protection required: Fall Arrest

D. Performance Requirements

1. The system anchors shall provide a secure attachment means to the supporting structure in conjunction with the manufacturer's requirements. The system anchors shall provide compatible connections with the applicable anchorage connector. All components shall be designed by the fall protection system supplier and shall meet the applicable fall protection ANSI standards and applicable OSHA regulations.
2. Structure supporting system anchors must be capable of withstanding the design loads as required by governing regulations and codes. Where component design loads are specified herein, they represent design minimum requirements.
3. All fall protection components and systems shall be designed with a minimum 2:1 safety factor

E. Performance Requirements

1. CFP(s) connection to structure shall be designed and installed, under the supervision of a Qualified Person, as part of a complete personal Fall Protection system.
2. CFP energy absorbers shall not be used to limit the maximum arrest force of the worker. CFP energy absorbers shall be used only to control or reduce the maximum arrest load on the structure.
3. The design engineer shall ensure the increased clearance requirements of a deployed CFP will not conflict with the required clearance of the system.
4. CFP(s) shall satisfy the seismic conditions for nonstructural components as described by ASCE/SEI 7 and the most current edition of the IBC. No exceptions can be taken if the system is required to function for life-safety purposes after an earthquake.
5. Brackets and supports shall be attached to the structure with appropriate anchors of proper size to adequately support the intended loaded.
6. The designer shall take into account environmental factors (snow, ice, debris, etc...) when designing a CFP such that the CFP functions properly.
7. The CFP(s) shall comply with Latchways or 3m DBI-SALA Railok 90 design requirements.
 - a. Restraint CFP(s) shall be designed per ANSI Z359.2 & ANSI Z359.6:

- b. The CFP(s) shall prevent workers from reaching and falling into any open hole or off the edge of a working surface.
 - c. The CFP(s) shall comply with the requirements for fall arrest CFP(s) as indicated in this document.
 - d. Where a worker is using a full body harness the force on the worker's body shall not exceed 400 lbs.
 - e. CFP(s) may be used in restraint systems; provided that the engineer has determined that the restraint forces will not cause the CFP(s) to deploy and ensures that the CFP extension in combination with other deformations of the restraint system will not permit the worker(s) to reach the fall hazard.
 - f. The use of fall restraint systems shall be limited to surfaces at or less than a slope of 4:12 from the horizontal. This is so a fall will not result in dynamic loading on the fall restraint system or where the authorized person could end up being suspended vertically from the system.
 - g. Fall Arrest CFP(s) shall be designed per ANSI Z359.2 & ANSI Z359.6:
 - h. The selection, design, and installation of fall arrest CFP(s) shall be performed under the supervision of a Qualified Person.
 - i. Anchorages designed for fall arrest systems shall have the strength capable of sustaining static loads applied in the directions permitted by the system of at least two times the maximum arresting force.
 - j. When more than one user is attached to a horizontal lifeline, the load on the lifeline can be determined using either lumped mass or sequential fall calculations as described in ANSI Z359.6 [6.3.6]
 - k. The swing fall shall comply with ANSI Z359.6 [5.3]
 - l. The clearance safety margin shall comply with ANSI Z359.6 [7.2.6.2]
8. Sub-System Requirements
- a. Harnesses and Vertical Lifelines (VLLs) used with the system shall comply with ANSI Z359.1
 - b. Connecting Components (carabiners and snaphooks) used with the system shall comply with ANSI Z359.12
 - c. Energy Absorbing Lanyards (EALs) used with the system shall comply with ANSI Z359.13
 - d. Self Retracting Lifelines (SRLs) used with the system shall comply with ANSI Z359.14
 - e. The fall protection system shall be used exclusively for its designed use and shall be marked to prevent other uses.
 - f. The design shall take into consideration the potential uses of and loads on the fall protection system, in order to facilitate the prompt rescue of workers who may fall while attached to the system.
 - g. The CFPs shall be designed to meet BS EN ISO 2360:2003, 1000 hour salt spray test.
 - h. The manufacturer shall test the CFP design using a 660lb weight on various roof structures.

- i. The CFPs shall properly deliver the same energy absorbing capacity in any direction of an applied load.
- j. Each batch of CFPs shall be static, dynamic, salt spray, and x-ray tested.
- k. Each component of the CFPs shall be batch marked or individually serial numbered

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.
- B. Confirm that the ladder structure to which the ladder safety system is installed is capable of withstanding the loads applied by the system in the event of a fall.

3.02 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Install ladder safety system in accordance with manufacturer's instructions.
- C. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- D. Obtain approval prior to site cutting or making adjustments not scheduled.

3.03 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).
- C. Maximum Out-of-Position: 1/4 inch (6 mm).

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Partial replacement of existing roofing system in preparation for replacement roofing system in designated areas as indicated on drawings.
- B. Removal of existing flashing and counterflashings.
- C. Temporary roofing protection.

1.02 RELATED REQUIREMENTS

- A. Section 07 56 00 - Fluid-Applied Roofing.
- B. Section 07 62 00 - Sheet Metal Flashing and Trim: Replacement of flashing and counterflashings.

1.03 REFERENCE STANDARDS

- A. ASTM C1153 - Standard Practice for Location of Wet Insulation in Roofing Systems Using Infrared Imaging; 2010 (Reapproved 2015).

1.04 SUBMITTALS

- A. Product Data: Submit for each type of material.
- B. Shop Drawings: Indicate size, configuration, and installation details.
- C. Materials Removal Company Qualification Statement.
- D. Installer's Qualification Statement.

1.05 QUALITY ASSURANCE

- A. Materials Removal Company Qualifications: Company specializing in performing work of type specified with at least three years of documented experience.
 - 1. Comply with EPA notification regulations prior to start of roofing removal work.
 - 2. Comply with removal and disposal regulations of local authorities having jurisdiction (AHJ).
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
 - 1. Approved by existing roofing system warrantor to work on existing warranted roof system.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

1.07 FIELD CONDITIONS

- A. Existing Roofing System: Metal Standing Seam/Exposed Fastener roofing.
- B. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.
- C. Maintain continuous temporary protection prior to and during installation of new roofing system.
- D. Provide notice at least three days before starting activities that will affect normal building operations.

PART 2 - PRODUCTS

2.01 COMPONENTS

- A. Refer to following sections for additional information on components relating to this work:
 - 1. Partial removal of existing roofing system in preparation for new roofing system in designated areas as indicated on drawings.
 - 2. Remove existing flashing and counterflashings in preparation for replacement of these materials as part of this work, refer to Section 07 62 00 for material requirements.

2.02 MATERIALS

- A. Patching Materials: Provide necessary materials in accordance with requirements of existing roofing system.
- B. Temporary Roofing Protection Materials:
 - 1. Contractor's responsibility to select appropriate materials for temporary protection of roofing areas as determined necessary for this work.

2.03 ACCESSORIES

- A. Fasteners: Type and size as required and compatible with existing and new roofing system to resist local wind uplift.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that existing roof surface has been cleared of materials being removed from existing roofing system and ready for next phase of work as required.

3.02 PREPARATION

- A. Sweep roof surface clean of loose matter.
- B. Remove loose refuse and dispose of properly off-site.

3.03 MATERIAL REMOVAL

- A. Remove only existing roofing materials that can be replaced with new materials the same day.

3.04 PROTECTION

- A. Do not permit traffic over unprotected or repaired deck surface.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Fluid-applied roofing materials.
- B. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 07 62 00 - Sheet Metal Flashing and Trim: Metal parapet covers, copings, and counterflashings.

1.03 REFERENCE STANDARDS

- A. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension; 2016.
- B. CRRC-1 - Standard; Cool Roofs Rating Council; 2017.

1.04 SUBMITTALS

- A. Product Data: Provide manufacturer's data for membrane and accessory materials.
- B. Shop Drawings: Indicate special joint or termination conditions and conditions of interface with other materials.
- C. Certificate: Manufacturerer and Installer Qualification
- D. Manufacturer's Installation Instructions: Include standard installation instructions, acceptable installation temperature range, and procedures for unusual perimeter conditions.
- E. Field Quality Control Test Report.
- F. Warranty: Submit manufacturer warranty and ensure forms have been completed in Engineer's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacture of fluid-applied roofing or waterproofing systems.
 - 1. Ten Years documented experience manufacturing type of product specified.
- B. Installer Qualifications: Company specializing in installation of fluid-applied roofing or waterproofing systems.
 - 1. Approved by roofing manufacturer.
 - 2. Five years of documented experience.
- C. Mock-Up: Construct mock-up consisting of at least 100 sq. ft (9.3 sq. m) including skylight, premanufactured curb, and associated construction joints, having specified liquid flashing materials, and including internal and external corners, base flashings, expansion joints, and counterflashings similar to those included as part of this work.
 - 1. Locate where directed.
 - 2. Mock-up may remain as part of the work.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact.

- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

1.07 FIELD CONDITIONS

- A. Maintain ambient temperatures above 40 degrees F (5 degrees C) for 24 hours before and during application and until cured.
- B. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.08 WARRANTY

- A. Provide five year manufacturer warranty that roofing membrane will not crack, split, or flake under normal weather conditions and will not fail to resist penetration of water during that time period.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Fluid-Applied Roofing:
 - 1. Kool Seal KS 109; Elastomeric Roof Coating: www.koolseal.com
 - 2. Carlisle; X-Tenda Coat; Acrylic Coating; www.carlislestynotec.com
 - 3. GAF; HydroStop PremiumCoat System, PMMA Flashing: www.gaf.com
 - 4. or approved equal.

2.02 MATERIALS

- A. Fluid-Applied Roofing: White, cold-applied; single-component or two component; polyurethane, silicone elastomer, or water-based acrylic elastomeric, approved by manufacturer for permanent exposure to weather and sunlight.
 - 1. Solar Reflectance Index (SRI) - Initial: 110, minimum, determined in accordance with CRRC-1.
 - 2. Cured Thickness: 80 mils (2 mm), minimum unless otherwise stated by manufacturer for required coverage, applied in two coats minimum, or per manufacturers recommendations, with reinforcing fabric between each coat.
 - 3. Suitable for installation over metal, concrete, built-up bituminous, and single-ply sheet roofing substrates.
 - 4. Tensile Strength: 175 psi (1.21 MPa), minimum, measured in accordance with ASTM D412.
 - 5. Ultimate Elongation: 140 percent, measured in accordance with ASTM D412.
- B. Application: Provide elastomeric roof coating with elastomeric base coat.

2.03 ACCESSORIES

- A. Flexible Flashing Sheet: Neoprene or other elastic type sheets approved by roofing membrane manufacturer.
- B. Counterflashings: as shown in the drawings, and as specified in Section 07 62 00.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions prior to starting this work.
- B. Verify substrate surfaces are free of frozen matter, dampness, loose particles, cracks, pits, projections, penetrations, or foreign matter detrimental to adhesion or application of roofing system.
- C. Verify that substrate surfaces are smooth, free of honeycombs or pitting, and not detrimental to full contact bond of roofing materials.
- D. Verify that roof openings, curbs, and items that penetrate surfaces to receive roofing materials are securely and properly installed.

3.02 PREPARATION

- A. Clean and prepare surfaces to receive roofing in accordance with manufacturer's instructions and recommendations.
- B. Seal cracks and non-moving open joints less than 1/2 inch (12 mm) wide with sealant using methods recommended by roofing and sealant manufacturers; do not seal expansion joints or moving joints of any width.
- C. Install cant strips at inside corners, where indicated and where required by roofing manufacturer.
- D. Protect adjacent surfaces not designated to receive roofing.

3.03 INSTALLATION

- A. Install fluid-applied roofing in accordance with manufacturer's instructions and recommendations, to specified minimum thickness.
- B. Apply roofing materials to surfaces that are acceptable to manufacturer.
- C. Apply primer or surface conditioner at a rate recommended by manufacturer, and protect surface conditioner from rain or frost until dry.
- D. Installations Over Sealant-Filled Joints: Install an extra coating of roofing material over joints at least 6 inches (152 mm) on each side of joint.
- E. Joint Cover Assembly: Install at expansion joints, moving joints 1/2 inch (12.7 mm) wide or wider, and joints between horizontal and vertical surfaces.
 - 1. Use flexible flashing sheet wide enough to extend 6 inches (150 mm) on both sides of joint with a loop of sheet extended down into the joint to a depth at least the width of the joint.
 - 2. Embed sheet in one coat of fluid-applied roofing material.
 - 3. Before installing the remainder of the roofing material, install a compressible joint sealer backer rod into joint above loop to prevent roofing material from filling loop.
- F. Penetrations: Unless otherwise indicated on drawings, or recommended by roofing manufacturer, seal flexible flashing sheet around penetrations and to roofing substrate prior to installation of roofing material, embedding flashing sheet in one coat of roofing material.
- G. Embedded Flexible Flashing Sheet: Apply full thickness of roofing material over exposed flashing sheet.

- H. Roof Drains: Unless otherwise recommended by roofing manufacturer, set drain flange in one coating of roofing material and extend a full thickness of roofing material onto drain clamp flange, with adequate coating of roofing material to ensure waterproof seal of clamp ring.
- I. Apply extra thickness of roofing material at corners, intersections, and angles, when recommended by roofing manufacturer.

3.04 FIELD QUALITY CONTROL

- A. Upon completion of horizontal fluid-applied roofing material installation, install dam at perimeter of installation area in preparation for flood testing.
- B. Flood area to a minimum depth of 1 inch (25 mm) with clean water, and after 72 hours, inspect for leaks.
- C. If leaking is found, remove water, repair leaking areas with new roofing materials as directed by Engineer, and repeat flood test. Repair damages to building related to roof test leakage.
- D. When area is confirmed to be watertight, drain water and remove dam materials.

3.05 PROTECTION

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must proceed over installed roofing materials, protect surfaces using durable materials acceptable to roofing material manufacturer.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Sheet metal roofing, associated flashings, and underlayment.
- B. Counterflashings.
- C. Gutters and downspouts.
- D. Sealants for joints within sheet metal fabrications.

1.02 RELATED REQUIREMENTS

- A. Section 07 72 00 - Roof Accessories: Manufactured accessories.

1.03 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2014 (2015 Errata).
- B. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2017a.
- C. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2017a.
- D. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2017a.
- E. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications; 2016.
- F. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.
- G. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process; 2010 (Reapproved 2015).
- H. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2015.
- I. ASTM B32 - Standard Specification for Solder Metal; 2008 (Reapproved 2014).
- J. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- K. ASTM B69 - Standard Specification for Rolled Zinc; 2016.
- L. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- M. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2016.
- N. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 SUBMITTALS

- A. Installer Qualifications
- B. Product Data: Provide data on metal types, finishes, characteristics, and Profiles & GA.
- C. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

- D. Installation Samples: Submit two samples 24" square inch (equal mm) in size illustrating metal roofing mounted on plywood backing illustrating typical seam, external corner, internal corner, material, finish, and associated coping, sealants, fasteners.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) requirements and standard details, except as otherwise noted.
- B. Installer Qualifications: Company specializing in performing sheet metal roof installations with minimum 10 years of experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

1.07 WARRANTY

- A. Correct defective Work within a five year period after Date of Substantial Completion. Defective work includes degradation of metal finish.
- B. Provide five year manufacturer warranty for water tightness. Warranty shall include degradation of metal finish.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Sheet Metal Roofing Manufacturers:
 - 1. AEP Span: www.aepspan.com
 - 2. Star, Bultler, Garco, VP.
 - 3. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel Sheet: ASTM A653/A653M, with G90/Z275 zinc coating; 24 gage, 0.0239 inch (0.61 mm) minimum base metal thickness, shop pre-coated with modified silicone coating; color as selected.
- B. Stainless Steel Sheet: ASTM A666, Type 304, soft temper, 25 gage, 0.0219 inch (0.56 mm) thick; smooth No. 4 finish.

2.03 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats of same material as sheet, thickness greater than roofing sheet, and at least 3" inch (EQ. mm) wide, interlockable with sheet.
- C. Fabricate starter strips, interlockable with sheet.
- D. Form pieces in longest practical lengths.
- E. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
- F. Form material with standing seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.

- G. Fabricate corners from one piece with minimum 18 inch (450 mm) long legs; seam for rigidity, seal with sealant.
- H. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.
- I. Fabricate flashings to allow toe to extend 2 inches (50 mm) over roofing gravel. Return and brake edges.

2.04 FINISHES

- A. Fluoropolymer Coating: High Performance Organic Finish, AAMA 2604; with a minimum 70% Kynar 500 or Hylar 5000 base resin, factory applied, multiple coat, thermally cured fluoropolymer finish system.
- B. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; factory applied multiple coat, thermally cured fluoropolymer finish system.
- C. Color: As selected by Engineer from manufacturer's standard colors.
- D. Primer Coat: On coated sheets, factory finish concealed side of sheet with system as recommended by finish system manufacturer.

2.05 ACCESSORIES

- A. Fasteners: Same material and finish as roofing metal, with soft neoprene washers.
- B. Concealed Sealants: Non-curing butyl sealant.
- C. Exposed Sealants: ASTM C920 elastomeric sealant, with minimum movement capability as recommended by manufacturer for sealed substrates; color to match adjacent material.
 - 1. Products:
 - a. Franklin International, Inc; Titebond WeatherMaster Metal Roof Sealant: www.titebond.com/#sle.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Downspout Boots:

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Inspect roof deck to verify deck is clean and smooth, free of depressions, waves, or projections, properly sloped to drains.

3.02 PREPARATION

- A. Back paint concealed metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to a minimum dry film thickness of 15 mil (0.4 mm).

3.03 INSTALLATION - EXPOSED FASTENER ROOFING

- A. Comply with referenced standards and MBMA industry standards
- B. Comply with manufacturers installation procedures
 - 1. AEC Span installation manual

http://www.ascbp.com/files/MetalBldgSystemInstall.pdf?__hstc=209381069.49592578e13e6932209ec7397330ea6e.1545155760130.1553183806009.1553194302801.6&__hssc=209381069.2.1553194302801&__hsfp=1789709398

3.04 INSTALLATION - FLASHINGS

- A. Comply with SMACNA (ASMM) details pertinent to details.
- B. Insert flashings into reglets to form tight fit.
 - 1. Seal flashings into reglets with sealant.
- C. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.
- D. Cleat and seam all joints.
- E. Apply plastic cement compound between metal flashings and felt flashings.
- F. Fit flashings tight in place, and make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- G. Seal metal joints watertight.
- H. Solder metal joints for full metal surface contact, and after soldering, wash metal clean with neutralizing solution and rinse with water.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, downspouts, sheet metal roofing, and other items indicated in Schedule.
- B. Sealants for joints within sheet metal fabrications.

1.02 RELATED REQUIREMENTS

- A. Section 07 61 00 - Sheet Metal Roofing.
- B. Section 07 72 00 - Roof Accessories: Manufactured metal roof curbs.

1.03 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2017a.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.
- C. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2015.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- E. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007, with Editorial Revision (2012).
- F. CDA A4050 - Copper in Architecture - Handbook; current edition.
- G. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 SUBMITTALS

- A. Fabricator and Installer Qualifications.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Maintain one copy of each document on site.
- C. Fabricator and Installer Qualifications: Company specializing in sheet metal work with five years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

PART 2 - PRODUCTS

2.01

- A. Sheet Metal Flashing and Trim Manufacturers (Basis of Design):
- B. AEP SPAN; Metal Roof Products: www.aepspan.com
 - 1. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239) inch (0.61 mm) thick base metal, shop pre-coated with PVDF coating.
 - 1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system, minimum 70% Kynar 500 or Hylar 5000.
 - 2. Color: match adjacent.
- B. Stainless Steel: ASTM A666, Type 304 alloy, soft temper, 24 gauge thick; smooth No. 4 - Brushed finish.

2.03 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch (450 mm) long legs; seam for rigidity, seal with sealant.
- F. Fabricate flashings to allow toe to extend 2 inches (50 mm) over roofing gravel. Return and brake edges.

2.04 GUTTER AND DOWNSPOUT FABRICATION

- A. Gutters and Downspouts: Size indicated.
- B. Accessories: Profiled to suit gutters and downspouts.
 - 1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
 - 2. Gutter Supports: Straps.
 - 3. Downspout Supports: Straps.
- C. Downspout Boots: EPDM.
- D. Downspout Extenders: Same material and finish as downspouts.
- E. Seal metal joints.

2.05 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer: Zinc chromate type.

- C. Protective Backing Paint: Zinc molybdate alkyd.
- D. Concealed Sealants: Non-curing butyl sealant.
- E. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
 - 1. Manufacturers:
 - a. Same manufacturer as liquid flashing 07 1400.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Plastic Cement: ASTM D4586/D4586M, Type I.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Secure gutters and downspouts in place with gasketed fasteners.
- E. Connect downspouts to downspout boots, and seal connection watertight.

3.02 SCHEDULE

- A. Scuppers: Per drawings
- B. Coping, Cap, Parapet, Sill and Ledge Flashings: Per drawings
- C. Flashings Associated with metal panel roofing & wall transitions: Per drawings
- D. Roofing Penetration Flashings, for Pipes, Structural Steel, and Equipment Supports: Per drawings

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Roof penetrations mounting curbs.
- B. Roof hatches, manual and automatic operation, including smoke vents.

1.02 RELATED REQUIREMENTS

- A. Section 07 62 00 - Sheet Metal Flashing and Trim: Roof accessory items fabricated from sheet metal.

1.03 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.
- B. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process; 2010 (Reapproved 2015).
- C. BS EN 12101-2 - Smoke and heat control systems Part 2: Specification for natural smoke and heat exhaust ventilators; 2017.
- D. FM (AG) - FM Approval Guide; current edition.
- E. E. UL 793-08 – Standards for Automatically Operated Roof Vents for Smoke and Heat
- F. F. ICC-EWS AC331-2008 – Acceptance Criteria for Smoke and Heat Vents

1.04 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used.
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Maintenance requirements.
 - 5. For smoke hatches, submit evidence of approval by evaluation agency specified.
- B. Shop Drawings: Submit detailed layout developed for this project and provide dimensioned location and number for each type of roof accessory.
 - 1. All skylights are on existing manufactured curbs. Contractor shall verify and coordinate sizing for skylight replacements
 - 2. Fall restraint barrier capable of restraining a 800 lb. load.
- C. Warranty Documentation:
 - 1. Submit manufacturer 5 year warranty.
 - 2. Ensure that forms have been completed in Engineer's name and registered with manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products under cover and elevated above grade.

1.06 WARRANTY

- A. Correct defective Work within a 90 day, except items with 5 year warranty, then 5 year period after Date of Substantial Completion.
- B. Provide five year manufacturer warranty for Sheet metal roofing, coatings, roofing accessories.

PART 2 - PRODUCTS

2.01 SKYLIGHT AND SMOKE VENTS, MANUAL AND AUTOMATIC OPERATION

- A. Skylight Manufacturers:
 - 1. Kingspan Light + Air; Single dome, translucent white skylight w/ fall net:
www.bristolite.com
- B. Skylight
 - 1. Skylight Covers: Plastic glazed framed cover.
 - a. Capable of supporting 40 psf (1.92 kPa) live load.
 - b. Glazing Frame: 0.04 inch (1.0 mm) thick aluminum.
 - c. Shape: Convex dome shaped.
 - d. Glazing: Single thickness, clear acrylic, translucent white
 - e. Gasket: Neoprene, continuous around cover perimeter.
 - f. Operation: Automatic and manual pull operation meeting ICC-ES AC331-2008 and UL 793-08. Reuse existing openers shown in drawings. If not useable, contact manufacturer for retrofit of current SVAA hardware.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Engineer of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using methods recommended by manufacturer for achieving acceptable results for applicable substrate under project conditions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions, in manner that maintains roofing system weather-tight integrity.

3.04 CLEANING

- A. Clean installed work to like-new condition.

3.05 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish all exterior surfaces exposed to view, unless fully factory-finished
- D. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Stainless steel, anodized aluminum, bronze, terne, and lead items.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

- A. Section 05 50 00 - Metal Fabrications: Shop-primed items.

1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. SSPC (PM1) - Good Painting Practice: SSPC Painting Manual, Vol. 1; Society for Protective Coatings; Fourth Edition.

1.04 SUBMITTALS

- A. Product Data: Provide complete list of all products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- B. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
- C. Manufacturer's Instructions: Indicate special surface preparation procedures.
- D. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and coated surfaces, and color samples of each color and finish used.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
 - 1. In the event that a single manufacturer cannot provide all specified products, minor exceptions will be permitted provided approval by Engineer is obtained using the specified procedures for substitutions.
- B. Paints:
 - 1. Behr Process Corporation: www.behr.com/#sle.
 - 2. PPG Paints: www.ppgpaints.com/#sle.
 - 3. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
- C. Primer Sealers: Same manufacturer as top coats.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 - 3. Supply each coating material in quantity required to complete entire project's work from a single production run.
 - 4. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.

- B. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
 - 1. Steel, Uncoated: Anti-Corrosive Alkyd Primer for Metal; MPI #79.
 - 2. Steel -- Shop Primer: Interior/Exterior Quick Dry Alkyd Primer for Metal; MPI #76.
- C. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Colors: To be selected from manufacturer's full range of available colors.
 - 1. Selection to be made by Engineer after award of contract.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint ME-OP-3A - Ferrous Metals, Unprimed, Alkyd, 3 Coat:
 - 1. One coat of alkyd primer.
 - 2. Gloss: Two coats of alkyd enamel; where called out on drawings unless galvanized.
- B. Paint MgE-OP-3A - Galvanized Metals, Alkyd, 3 Coat:
 - 1. One coat galvanize primer.
 - 2. Gloss: Two coats of alkyd enamel.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

3.02 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.

- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

END OF SECTION

APPENDIX A

SEPA EXEMPTION

MEMORANDUM

DATE: November 20, 2014
TO: Port of Tacoma SEPA File
FROM: Jennifer Stebbings
SUBJECT: SEPA Exemption – Terminal and Shoreline Area Routine Maintenance and Repair

The Port of Tacoma (Port) currently owns multiple properties that require regular maintenance and repair to ensure a safe and efficient operation. The project sites are located on Port properties throughout the Tacoma Tideflats. All properties are zoned S-10 Port Industrial.

The project includes routine maintenance and repair work that will occur over a five year period commencing once the Port receives all necessary approvals, which may include a Nationwide 3 permit from the U.S. Army Corps of Engineers, a Hydraulic Project Approval from the Washington State Department of Fish and Wildlife, and a formal exemption letter from the City of Tacoma covering both Shoreline and Critical Area requirements.

The routine maintenance and repair activities apply to the following typical Port infrastructure: hanging and bolt-on fender systems and rub strips; bull rails; bollards; utilities (excluding stormwater infrastructure); power/gear switches; crane rails; dock surfaces (planks, pavement); other existing paved and impervious surfaces; building exteriors; containment berms; light poles; safety equipment and platforms; navigation lights; and cathodic protection systems. The following routine maintenance and repair activities are needed to maintain the integrity of Port infrastructure and to operate safely and efficiently.

Hanging and bolt-on fender systems and rub strip repair: Work will occur from existing piers located above and adjacent to marine waters and in the 100-year floodplain. To replace the fenders and rub strips, a derrick is maneuvered as close as possible to the wingwall where it holds the replacement fender or rub strip while the bolts are removed by hand. The original fender or rub strip is then lowered and loaded onto a barge or truck and removed from the site. The replacement fender or rub strip is then held and bolted into place.

Bull rail repairs/maintenance: Work will occur from existing piers located above and adjacent to marine waters and in the 100-year floodplain. No parts of the bull rail are in contact with the water. The bull rail and decking are generally installed manually using hand tools from the dock surface. However, on occasion, it will be necessary to use a forklift or backhoe to remove heavy sections.

Bollard installation/relocation (includes mooring hardware): Work will occur from existing piers located above and adjacent to marine waters and in the 100-year floodplain. The concrete of the bull rail and pile cap will be chipped away to expose the rebar, and holes will be drilled in the broken concrete surface. Dowels will be epoxied into the holes to provide solid anchoring points for the new concrete to help integrate the old and the new as one structure. The new bollard will be placed in position and integrated into the existing rebar and concrete and the pour will be formed up, then the new concrete will be poured and finished.

Utility maintenance (excluding stormwater): Work can occur from existing piers located above and adjacent to marine waters and within the 100-year floodplain. Maintenance in areas landward of the Ordinary High Water Mark (OHWM) may include trenching, backfilling and repaving.

Repair or replacement of underground utilities will require existing pavement to be saw cut and removed for trenching. Trenching will remove the subgrade material to allow access to the existing utilities. Once repairs are complete the trench will be backfilled with excavated material or new clean imported material. All excavated material not used will be stockpiled for testing and proper disposal offsite. Repaving will be conducted to match the existing surface, grade, and asphalt thickness.

Maintenance and repair of electrical equipment will be conducted based on the associated building and common industrial standard.

Warning system equipment maintenance and repair includes work on speaker arrays, strobes, and control cabinets that are located on poles in upland locations.

Power/Switch gear maintenance: Work may occur from existing piers located above and adjacent to marine waters and within the 100-year floodplain.

Maintenance and repair of electrical equipment will be conducted based on the associated building and common industrial standard.

Crane rail repairs: Work will occur from existing paved wharfs located above and adjacent to marine waters and within the 100-year floodplain. All work will occur from the surface of the existing paved wharf.

Deck repairs including re-planking of dock surfaces (wood): Work will occur above and adjacent to marine waters and within the 100-year floodplain. Specifically, deteriorated timber planks will be removed and replaced with new timber planks. No in-water work will occur; all equipment will be positioned on the dock itself; and no increase in footprint or overwater coverage is proposed.

The deteriorated timber will be removed by cutting with a chainsaw and lifting out either by hand or with a truck-mounted davit. Due to the severe constraints beneath the dock, the Port will not be able to employ work floats or tarps to capture falling debris; however, workers will operate a vacuum while using power tools to cut decking, and skim any debris that may escape the vacuum to minimize impacts to the waterbody. Replacement timbers will be installed using hand tools.

Re-paving existing paved areas: Work will occur landward of the OHWM and may occur within the 100-year floodplain. The old surface will be milled away. An application of a tack coat will be applied and a new layer asphalt will then be laid down with paving machines and rollers.

Exterior building repairs and maintenance: Work will occur above and adjacent to marine waters and within the 100-year floodplain. Maintenance and repair work will be conducted from improved areas surrounding existing buildings. Typical equipment may include lifts, scaffolding, and trucks. Landscaping maintenance is limited to the immediate area surrounding buildings and parking areas that are not part of a restoration, mitigation, or other area that is not already regularly maintained.

Containment berm installation and maintenance: Work will occur landward of the OHWM and may occur within the 100-year floodplain. Typical equipment used to construct a containment berm includes trucks and paving equipment.

Light pole maintenance: Work will occur above and adjacent to marine waters and within the 100-year floodplain. Typical equipment will include lifts and trucks.

Maintenance of safety equipment: Work will occur above and adjacent to marine waters and within the 100-year floodplain. Safety equipment will be installed using hand tools on the dock surface or with the use of a boom truck operated from the dock or a barge. Workers will operate a vacuum while using power tools to cut decking in over water areas and skim any debris that may escape the vacuum to minimize waterbody impacts.

Safety ladders are approximately 30 feet long and 24 inches wide and are mounted to the face of the wharf or pier (please see Figure 1 for standard dimensions). Life rings and their housing are approximately 2 feet by 2 feet and are mounted to the top of the wharf or pier.

Navigation light maintenance and replacement: Work will occur above and adjacent to marine waters and within the 100-year floodplain. Navigation lights will be accessed by boat and replaced with hand tools.

Safety platform maintenance: Work will occur above and adjacent to marine waters and within the 100-year floodplain. Line platforms will be accessed from the pier and will be maintained with hand tools and/or use of a boom truck operated from the pier.

Cathodic protection system repair/maintenance: Work will occur within the 100 year floodplain above and in marine waters. Repair and maintenance will be done with hand tools from a floating work platform and/or by divers.

The Port of Tacoma will ensure that the maintenance activities do not harm wildlife, vegetation or other elements of the shoreline environment. In addition to the following BMPs, the maintenance activities will be designed to comply with applicable federal, state and local laws and regulations to avoid and minimize adverse impacts to the aquatic environment.

The following BMPs apply to all maintenance activities:

- Each activity will comply with the Washington Department of Fish and Wildlife Hydraulic Project Approval requirements including timing restrictions to protect juvenile salmonid migration.
- Each activity will comply with water quality restrictions imposed by the Washington Department of Ecology and implement corrective measures if water quality standards are exceeded.
- If a contractor performs the maintenance activities, they will be required to prepare a Spill Prevention, Control and Countermeasures plan (SPCC). The SPCC plan will describe how the contractor will store all fuels and hazardous substances that may be onsite during construction. It will include procedures that the contractor will follow in the event of a fuel or chemical spill, and will require the contractor to have a spill response kit that will prevent spilled material from entering surface waters. The plan will also include emergency phone numbers and contacts that will be made in the event of a spill.
- No petroleum products, hydraulic fluids, chemicals, or any other polluting substances shall be allowed to enter waters of the state.
- Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc., will be checked regularly for drips or leaks, and shall be maintained and stored properly with secondary containment to prevent spills.
- Once the activity is complete, all temporary work structures, devices, equipment, materials, man-made debris and wastes from the project shall be completely removed from the shoreline.
- Temporary floating work platforms will not disturb eelgrass, kelp, and/or intertidal wetland vascular plants.
- Work that could result in debris and substances entering waters of the state shall include a containment structure capable of collecting all debris and substances. Where space or worker safety constraints preclude the use of such structures, workers will operate a vacuum

while using power tools to cut or drill, and will skim any debris that may escape the vacuum to minimize waterbody impacts.

- No stockpiling or staging of materials will occur waterward of the OHWM of any waterbody, except for when work is occurring on a paved wharf/pier. Stockpiles will be covered with plastic to prevent contact with the elements and erosion.
- All areas for equipment fuel storage will be located 150 feet from open water or wetlands.
- Fueling and servicing of all equipment will be confined to an established staging area that is at least 150 feet from open water or wetlands.
- A spill kit with oil-absorbent materials is on site to be used in the event of a spill.
- Deck and storm drain inlets will be protected to prevent sediment and contaminants from entering the waterways or storm drain system.
- Proper BMPs such as a silt fence and/or straw wattles will be used to provide a physical barrier to sediment and prevent runoff.

BMPs specific to the maintenance activity include, but are not limited to:

Hanging and bolt-on fender systems and rub strip repair

- A small barge, wood and/or cloth barrier will be used to catch debris to prevent it from falling into the water.

Bull rail repairs/maintenance

- A small barge, wood and/or cloth barrier will be used to catch debris to prevent it from falling into the water.

Bollard installation/relocation (includes mooring hardware)

- Stormwater BMPs will be in place to ensure that concrete dust is not carried through the deck drains on the wharf/pier, and to ensure that stormwater does not contact wet or fresh concrete.
- A small barge, wood and/or cloth barrier will be used to catch the concrete as it is chipped to prevent it from falling into the water.
- Concrete forms will be completely sealed on the bottom and sides to prevent wet concrete from escaping and dropping into the water.
- Washwater and leftover concrete product will not be allowed to drain onto the deck or into storm drains or allowed to drain to waters of the state.

Utility maintenance (excluding stormwater)

- Work that could result in debris and substances entering waters of the state shall include a containment structure capable of collecting all debris and substances.
- Stormwater BMPs will be in place to ensure that concrete dust is not carried through the deck drains on the pier/wharf, and to ensure that stormwater does not contact wet or fresh concrete.
- Slurry, cuttings, or process water will not be allowed to drain to waters of the state or stormwater conveyance systems.

Power/Switch gear maintenance

- Stormwater BMPs will be in place to ensure that concrete dust is not carried through the deck drains on the pier/wharf, and to ensure that stormwater does not contact wet or fresh concrete.
- Washwater and leftover concrete product will not be allowed to drain onto the deck or into storm drains or allowed to drain to waters of the state.

Crane rail repairs

- Work that could result in debris and substances entering waters of the state shall include a containment structure capable of collecting all debris and substances.
- Stormwater BMPs will be in place to ensure that concrete dust is not carried through the deck drains on the pier/wharf, and to ensure that stormwater does not contact wet or fresh concrete.
- Slurry, cuttings, or process water will not be allowed to drain to waters of the state or stormwater conveyance systems.
- Concrete forms will be completely sealed on the bottom and sides to prevent wet concrete from escaping and dropping into the water.
- Washwater and leftover concrete product will not be allowed to drain to deck or storm drains or allowed to drain to waters of the state.

Deck repairs including re-planking of dock surfaces (wood)

- Work floats or tarps will be used to capture any falling debris to prevent any material from entering the waterway. Where such space or worker safety constraints preclude the use of such structures, workers will operate a vacuum while using power tools to cut or drill, and will skim any debris that may escape the vacuum to minimize waterbody impacts.
- Excess or waste materials will not be allowed to enter waters of the state. All such materials will be collected and recycled or disposed of at an approved upland facility.
- Wood treated with creosote or pentachlorophenol will not be used.
- Any deck overlay removal and/or replacement must have a sound subsurface that will prevent existing or new overlay material from entering waters of the state.

Re-paving existing paved areas

- Slurry, cuttings, or process water will not be allowed to drain to waters of the state or stormwater conveyance systems.
- Washwater and leftover concrete product will not be allowed to drain to deck or storm drains or allowed to drain to waters of the state.

Exterior building repairs and maintenance

- Slurry, cuttings, or process water will not be allowed to drain to waters of the state or stormwater conveyance systems.
- Work that could result in debris and substances entering state water shall include a containment structure capable of collecting all debris and substances.

Containment berm installation and maintenance

- Slurry, cuttings, or process water will not be allowed to drain to waters of the state or stormwater conveyance systems.

Light pole maintenance

- Slurry, cuttings, or process water will not be allowed to drain to waters of the state or stormwater conveyance systems.

Safety equipment installation/relocation (ladders, flotation devices, etc.)

- A small barge, wood and/or cloth barrier will be used to catch debris to prevent it from falling into the water.

Navigation light maintenance and replacement

- Work that could result in debris and substances entering waters of the state shall include a containment structure capable of collecting all debris and substances.

Safety platform maintenance

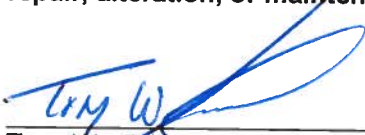
- A small barge, wood and/or cloth barrier will be used to catch debris to prevent it from falling into the water.

Cathodic protection system repair/maintenance

Work that could result in debris and substances entering waters of the state shall include a containment structure capable of collecting all debris and substances.

SEPA Finding: The Port of Tacoma, as lead agency, has determined that there is no establishment, change, or material expansion in use for the project and it is categorically exempt from SEPA review based on the criteria described in WAC 197-11-800(3).

WAC 197-11-800(3): Repair, remodeling and maintenance activities—The following activities shall be categorically exempt: The repair, remodeling, maintenance, or minor alteration of existing private or public structures, facilities or equipment, including utilities, involving no material expansions or changes beyond that previously existing; except that, where undertaken wholly or in part on lands covered by water, only minor repair or replacement of structures may be exempt (examples include repair or replacement of pilings, ramps, floats, or mooring buoys, or minor repair, alteration, or maintenance of docks.



Tony Warfield
Senior Environmental Project Manager

11/25/14
Date

APPENDIX B

SHORELINE SUBSTANTIAL

DEVELOPMENT PERMIT

EXEMPTION



City of Tacoma
Planning and Development Services

March 17, 2015

Jennifer Stebbings
Port of Tacoma
P.O. Box 1837
Tacoma, WA 98401

RE: Shoreline Substantial Development Permit Exemption
File No. SHR2014-40000237530, Facilities Maintenance, Multiple Sites

Dear Ms. Stebbings:

You have requested an exemption from a Shoreline Substantial Development Permit to allow the repair and maintenance of Port facilities at multiple sites within the Port of Tacoma, all within the "S-10" Port Industrial and "S-13" Waters of the State Shoreline Districts.

The repair and maintenance activities include the following:

- Hanging and bolt-on fender systems and rub strip repair
- Bull rail repairs/maintenance/replacement
- Bollard installation/relocation (includes mooring hardware)
- Utility maintenance (excluding stormwater), including the repair and replacement of electric, domestic water, fire water, communications and warning systems
- Power/Switch gear maintenance, including upgrades and increasing capacity allowed per code
- Crane rail repairs
- Deck repairs including re-planking of dock surfaces (wood)
- Re-surfacing existing impervious areas (paved areas and gravel areas)
- Exterior building repairs and maintenance, including windows, doors, siding, landscaping, roofing, and associated equipment (e.g., HVAC, etc.).
- Containment berm installation and maintenance
- Light pole maintenance
- Safety equipment maintenance, including safety ladders, life rings, and floatation devices and navigation lights
- Safety platform maintenance
- Cathodic protection system repair/maintenance

The majority of the work is anticipated to take place on or from the surface of existing piers and wharves, which are above or adjacent to the waterway and within the floodplain. Work on existing buildings and paved areas will be landward of the OHWM. Exceptions to this include replacement of navigation lights, done from boats, and any in-water work for the relocation of bollards.

For each maintenance project, best practices will be used to ensure no debris enters the waters of the state, and will comply with water quality standards and habitat protection standards per

the State of Washington. Port of Tacoma employees and/or its contractors will prepare spill prevention plans. Further, following work, each site will be returned to its current state.

Attachment "A" shows the locations of the proposed work.

The *Tacoma Shoreline Master Program (TSMP)* designates the sites of the proposed activity as "High Intensity" environment and provides policy guidance maintenance, repair, and demolition activities. The proposed repairs are consistent with the policies of the *TSMP*, as they are intended to prevent the cessation of lawfully-established Port uses, and, except where required by code, do not increase the capacity of the systems being repaired.

The Master Program sets forth allowed uses for the "S-10" District in Chapters 6.1, 7.6, and 9.12. Port activities and the maintenance and repair thereof are allowed development activities within that district. Work within the "S-13" District is allowed in conjunction with permitted uses and activities at the upland locations. The proposed shoreline maintenance work meets all these requirements. The applicant will meet all requirements of the *TSMP* and will pursue all required permits prior to starting work.

Pursuant to *WAC 197-11-800*, subsection (3) and the City of Tacoma's SEPA Procedures, this proposed action is categorically exempt from the Threshold Determination and Environmental Impact Statement requirements of SEPA.

The site is also located within a Fish and Wildlife Habitat Conservation Area. The site has been reviewed by Theresa Dusek, Natural Resource Consultant. Ms. Dusek concludes that the proposed project is not likely to cause substantial adverse impacts to the shoreline environment. See Attachment "B" for a copy of Ms. Dusek's technical memorandum.

Based on the above findings, the requested exemption to the City's Shoreline Substantial Development Permit requirement is consistent with the policies of the *SMA*, the policies and implementing regulations of the *TSMP* and with the criteria set forth in the *WAC* and *RCW* for the authorization of such permits.

The following are conditional **requirements**:

Conditions

1. The applicant shall apply for and receive approval of any required building permit from the City of Tacoma prior to any work.
2. The applicant shall follow all proposed installation and construction methods and best management practices for minimizing unintended impacts during repair and maintenance of all structures.
3. All trash and unauthorized fill, including concrete blocks or pieces, bricks, asphalt, metal, treated wood, glass, floating debris, and paper, below the OHWM in and around the applicant's repair project areas shall be removed and deposited at an approved upland disposal site.
4. No stockpiling or staging of materials will occur below the OHWM of any water body.
5. All shoreline work shall be completed within the approved work windows designated by the Washington State Department of Fish and Wildlife (WDFW).
6. The applicant shall notify the City of Tacoma and pertinent state and federal agencies should an unexpected spill of fuel or other chemicals occur in Commencement Bay or associated waterways.

7. The City of Tacoma is not the only agency with jurisdiction over the project area. The applicant is responsible for coordinating any required reviews and/or approvals with the WDFW, Washington State Department of Ecology, and U. S. Army Corps of Engineers and shall provide documentation to the City of Tacoma.
8. This exemption shall be valid for a period not to exceed 5 years from the date of issuance. Should the Shoreline Master Program be revised prior to the completion of this project, additional review may be required.

In addition, the applicant is advised of the following:

- This permit is only applicable to the proposed project as described above and based upon the information submitted by the applicant. Modifications to this proposal and future activities or development within the regulated buffers may be subject to further review and additional permits as required in accordance with the *Tacoma Municipal Code*.
- The applicant must obtain other approvals prior to construction as required by other local, state and federal agencies. The City of Tacoma is not the only reviewing agency with jurisdiction over the project area. The Army Corps of Engineers and State Department of Fish and Wildlife have requirements regarding work within regulated waters that may be applicable to the project.
- This exemption is applicable only to areas within 200 feet of the OHWM of waters of the state. It is not meant to constitute an exemption from *TMC* 13.11 Critical Areas. Should work outside the Shoreline jurisdiction occur within vicinity of a non-associated critical area, additional review may be required.

We are issuing this letter of exemption per the provisions of *TMC* Section 13.10 to comply with the requirements of *WAC* 173-27-050 and *WAC* 173-27-040. Should you have any further questions or requests please do not hesitate to contact me at 253-591-5121.

Sincerely,



Shirley Schultz
Principal Planner

cc via regular and electronic mail:

Planning and Development Services, Peter Huffman, Steven Atkinson, Theresa Dusek
Washington Department of Ecology, Shorelands & Environmental Assistance Program, Alex Callender, SWRO, P.O. Box
47775, Olympia, WA 98504-7775
Washington Department of Fish and Wildlife, Matthew Curtis, 600 Capitol Way N., Olympia, WA 98501-1091
U.S. Army Corps of Engineers, Attn: Regulatory Branch, CENWS-OD-RG ATTN: Jessica Winkler, P.O. Box C-3755, Seattle,
WA 98124
U.S. Fish & Wildlife Service, Attn: Judy Lantor, 510 Desmond Drive SE #102, Lacey, WA 98503



SCALE 1: 50,000

2 Miles

Map Produced 12/03/2014 By

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- Legend**
- Building Footprints
 - Port Parcels

Notes

Highlighted areas are Port parcels included in permit application. Some Port parcels are within the Shoreline zone but are not included in this permit application.



City of Tacoma
Public Works Department

Technical Memorandum

TO: Shirley Schultz, Principal Planner

FROM: Theresa Dusek
Natural Resource Consultant

SUBJECT: **Memorandum for Routine Maintenance and Repair of Existing Structures and Utilities Shoreline Substantial Development Permit Programmatic Exemption SHR2014-40000237530 Multiple Locations within S-10 Shorelines in the Port of Tacoma**

DATE: March 11, 2015

Project Descriptions

The applicant has applied for both a Shoreline Substantial Development Permit Programmatic Exemption under the Shoreline Master Program set forth under *Tacoma Municipal Code (TMC)* Chapter 13.10. The applicant is requesting this programmatic maintenance exemption for a 5 year period. No increase in footprint or overwater coverage is proposed.

Wetland Reports and Supporting Documents

The applicant submitted the following reports and supporting documents:

- Joint Aquatic Resource Permit Application dated December 3, 2014
- Application for Land Use Permit dated December 3, 2014
- SEPA Exemption - Terminal and Shoreline Area Routine Maintenance and Repair dated November 20, 2014.
- Port of Tacoma Terminal and Shoreline Area Routine Maintenance and Repair Map dated December 3, 2014.

Shoreline Findings

1. The repair and maintenance activities for the shoreline areas within 200 feet of the ordinary high water marks of Commencement Bay, Puyallup, Hylebos, Blair, Sitcum, Middle and Thea Foss Waterways include the following:

Activity	Construction Methods	Activity Specific Best Management Practices
<p>Hanging fender systems and rub strip repair: Fenders and rub strips are located on the outer surface of a dock and prevent the vessel or dock from being damaged during the mooring process and while the vessel is berthed. Fenders and rub strips must be maintained and replaced as they become damaged and worn</p>	<p>Work will occur from existing piers located above and adjacent to marine waters and in the 100-year floodplain. To replace the fenders and rub strips, a derrick is maneuvered as close as possible to the wing wall where it holds the replacement fender or rub strip while the bolts are removed by hand. The original fender or rub strip is then lowered and loaded onto a barge or truck and removed from the site. The replacement fender or rub strip is then held and bolted into place.</p>	<p>A small barge, wood and/or cloth barrier will be used to catch debris to prevent it from falling into the water.</p>
<p>Bolt-on fender systems and rub strip repair: Fenders and rub strips must be maintained and replaced as they become damaged and worn.</p>	<p>Work will occur from existing piers located above and adjacent to marine waters and in the 100-year floodplain. To replace the fenders and rub strips, a derrick is maneuvered as close as possible to the wing wall where it holds the replacement fender or rub strip while the bolts are removed by hand. The original fender or rub strip is then lowered and loaded onto a barge or truck and removed from the site. The replacement fender or rub strip is then held and bolted into place.</p>	<p>A small barge, wood and/or cloth barrier will be used to catch debris to prevent it from falling into the water.</p>
<p>Bull rail repairs/maintenance: Bull rails run along the edge of a dock and are used as a curb to prevent objects and people from falling into the water. These must be maintained and occasionally replaced for</p>	<p>Work will occur from existing piers located above and adjacent to marine waters and in the 100-year floodplain. No parts of the bull rail are in contact with the water. The bull rail and decking are generally installed manually using</p>	<p>A small barge, wood and/or cloth barrier will be used to catch debris to prevent it from falling into the water.</p>

<p>safety.</p>	<p>hand tools from the dock surface. However, on occasion, it will be necessary to use a forklift or backhoe to remove heavy sections.</p>	
<p>Bollard installation/relocation (includes mooring hardware): Bollards must be installed and/or relocated to provide mooring capabilities at a facility. Bollards are placed in berthing locations that will allow better utilization of the existing wharf by vessels. Ship lengths vary and are trending toward being much larger, which require the addition of bollards in more strategic locations to accommodate those ships.</p>	<p>Work will occur from existing piers located above and adjacent to marine waters and in the 100-year floodplain. The concrete of the bull rail and pile cap will be chipped away to expose the rebar, and holes will be drilled in the broken concrete surface. Dowels will be epoxied into the holes to provide solid anchoring points for the new concrete to help integrate the old and the new as one structure. The new bollard will be placed in position and integrated into the existing rebar and concrete and the pour will be formed up, then the new concrete will be poured and finished.</p>	<p>Stormwater BMPs will be in place to ensure that concrete dust is not carried through the deck drains on the wharf/pier, and to ensure that stormwater does not contact wet or fresh concrete.</p> <p>A small barge, wood and/or cloth barrier will be used to catch the concrete as it is chipped to prevent it from falling into the water. Concrete forms will be completely sealed on the bottom and sides to prevent wet concrete from escaping and dropping into the water. Wash water and leftover concrete product will not be allowed to drain onto the deck or into storm drains or allowed to drain to waters of the state.</p>
<p>Utility maintenance (excluding stormwater): Utilities associated with the existing uses must be maintained, including the repair and replacement of electric, domestic water, fire water, communications and warning system such as speaker arrays, strobes and control cabinets. Replacement is limited to that needed to maintain the original condition and use and does not include significant expansion of capacity.</p>	<p>Work can occur from existing piers located above and adjacent to marine waters and within the 100-year floodplain. Maintenance in areas landward of the Ordinary High Water Mark (OHWM) may include trenching, backfilling and repaving. Repair or replacement of underground utilities will require existing pavement to be saw cut and removed for trenching. Trenching will remove the subgrade material to allow access to the existing utilities. Once repairs are complete the trench will be backfilled with</p>	<p>Work that could result in debris and substances entering waters of the state shall include a containment structure capable of collecting all debris and substances. Stormwater BMPs will be in place to ensure that concrete dust is not carried through the deck drains on the pier/wharf, and to ensure that stormwater does not contact wet or fresh concrete. Slurry, cuttings, or process water will not be allowed to drain to waters of the state or stormwater conveyance systems.</p>

	<p>excavated material or new clean imported material. All excavated material not used will be stockpiled for testing and proper disposal offsite. Repaving will be conducted to match the existing surface, grade, and asphalt thickness.</p> <p>Maintenance and repair of electrical equipment will be conducted based on the associated building and common industrial standard. Warning system equipment maintenance and repair includes work on speaker arrays, strobes, and control cabinets that are located on poles in upland locations.</p>	
<p>Power/Switch gear maintenance: Routine maintenance is required periodically to maintain functionality, including upgrades and increasing capacity allowed per code. Routine maintenance is limited to existing structures.</p>	<p>Work may occur from existing piers located above and adjacent to marine waters and within the 100-year floodplain.</p> <p>Maintenance and repair of electrical equipment will be conducted based on the associated building and common industrial standard.</p>	<p>Stormwater BMPs will be in place to ensure that concrete dust is not carried through the deck drains on the pier/wharf, and to ensure that stormwater does not contact wet or fresh concrete.</p> <p>Wash water and leftover concrete product will not be allowed to drain onto the deck or into storm drains or allowed to drain to waters of the state.</p>
<p>Crane rail repairs: A crane rail is a track located on the wharf upon which a top running crane moves. Rails must be maintained to ensure proper operation of the cranes.</p>	<p>Work will occur from existing paved wharfs located above and adjacent to marine waters and within the 100-year floodplain. All work will occur from the surface of the existing paved wharf.</p>	<p>Work that could result in debris and substances entering waters of the state shall include a containment structure capable of collecting all debris and substances.</p> <p>Stormwater BMPs will be in place to ensure that concrete dust is not carried through the deck drains on the pier/wharf, and to ensure that stormwater does not contact wet or fresh concrete.</p> <p>Slurry, cuttings, or process</p>

		<p>water will not be allowed to drain to waters of the state or stormwater conveyance systems.</p> <p>Concrete forms will be completely sealed on the bottom and sides to prevent wet concrete from escaping and dropping into the water. Wash water and leftover concrete product will not be allowed to drain to deck or storm drains or allowed to drain to waters of the state.</p>
<p>Deck repairs including re-planking of dock surfaces (wood): Deteriorated timber pieces need to be replaced to maintain existing docks and preserve structural integrity.</p>	<p>Work will occur above and adjacent to marine waters and within the 100-year floodplain. Specifically, deteriorated timber planks will be removed and replaced with new timber planks. No in-water work will occur; all equipment will be positioned on the dock itself; and no increase in footprint or overwater coverage is proposed. The deteriorated timber will be removed by cutting with a chainsaw and lifting out either by hand or with a truck mounted davit. Due to the severe constraints beneath the dock, the Port will not be able to employ work floats or tarps to capture falling debris; however, workers will operate a vacuum while using power tools to cut decking, and skim any debris that may escape the vacuum to minimize impacts to the waterbody. Replacement timbers will be installed using hand tools.</p>	<p>Work floats or tarps will be used to capture any falling debris to prevent any material from entering the waterway. Where such space or worker safety constraints preclude the use of such structures, workers will operate a vacuum while using power tools to cut or drill, and will skim any debris that may escape the vacuum to minimize waterbody impacts.</p> <p>Excess or waste materials will not be allowed to enter waters of the state. All such materials will be collected and recycled or disposed of at an approved upland facility.</p> <p>Wood treated with creosote or pentachlorophenol will not be used.</p> <p>Any deck overlay removal and/or replacement must have a sound subsurface that will prevent existing or new overlay material from entering waters of the state.</p>
<p>Re-paving existing paved areas: Paved areas on the pier surface must be resurfaced to maintain</p>	<p>Work will occur landward of the OHWM and may occur within the 100-year floodplain. The old surface</p>	<p>Slurry, cuttings, or process water will not be allowed to drain to waters of the state or stormwater conveyance</p>

integrity.	will be milled away. An application of a tack coat will be applied and a new layer asphalt will then be laid down with paving machines and rollers.	systems. Wash water and leftover concrete product will not be allowed to drain to deck or storm drains or allowed to drain to waters of the state.
Exterior building repairs and maintenance: Existing buildings must be maintained to prevent their decline. Maintenance and repair will include windows, doors, siding, landscaping, roofing, and associated equipment (e.g., HVAC, etc.).	Work will occur above and adjacent to marine waters and within the 100-year floodplain. Maintenance and repair work will be conducted from improved areas surrounding existing buildings. Typical equipment may include lifts, scaffolding, and trucks. Landscaping maintenance is limited to the immediate area surrounding buildings and parking areas that are not part of a restoration, mitigation, or other area that is not already regularly maintained.	Slurry, cuttings, or process water will not be allowed to drain to waters of the state or stormwater conveyance systems. Work that could result in debris and substances entering state water shall include a containment structure capable of collecting all debris and substances.
Containment berm installation and maintenance: Containment berms are paved and used to control stormwater flows. Repairs and maintenance is limited to work that does not alter the flow to or from a critical area.	Work will occur landward of the OHWM and may occur within the 100-year floodplain. Typical equipment used to construct a containment berm includes trucks and paving equipment.	Slurry, cuttings, or process water will not be allowed to drain to waters of the state or stormwater conveyance systems.
Light pole maintenance: Light poles must be maintained and replaced, including increases in height when needed to maintain safe operations.	Work will occur above and adjacent to marine waters and within the 100-year floodplain. Typical equipment will include lifts and trucks.	Slurry, cuttings, or process water will not be allowed to drain to waters of the state or stormwater conveyance systems.
Safety equipment maintenance: Safety equipment, including safety ladders, life rings, and floatation devices, must be maintained to operate safely and meet state and federal code requirements. Maintenance may include the installation and	Work will occur above and adjacent to marine waters and within the 100-year floodplain. Safety equipment will be installed using hand tools on the dock surface or with the use of a boom truck operated from the dock or a barge. Workers will operate	A small barge, wood and/or cloth barrier will be used to catch debris to prevent it from falling into the water.

<p>relocation of safety ladders and life rings.</p>	<p>a vacuum while using power tools to cut decking in over water areas and skim any debris that may escape the vacuum to minimize waterbody impacts. Safety ladders are approximately 30 feet long and 24 inches wide and are mounted to the face of the wharf or pier. Life rings and their housing is approximately 2 feet by 2 feet and is mounted to the top of the wharf or pier.</p>	
<p>Navigation light maintenance and replacement: Navigation lights are located on piling and must be maintained and replaced as needed for safety. This does not include pile replacement. Safety platform maintenance: Platforms, such as line handling platforms, must be maintained and/or relocated for safety. A significant increase in overwater coverage is not included as maintenance.</p>	<p>Navigation light maintenance and replacement work will occur above and adjacent to marine waters and within the 100-year floodplain. Navigation lights will be accessed by boat and replaced with hand tools. Safety platform maintenance work will occur above and adjacent to marine waters and within the 100-year floodplain. Line platforms will be accessed from the pier and will be maintained with hand tools and/or use of a boom truck operated from the pier.</p>	<p>Work that could result in debris and substances entering waters of the state shall include a containment structure capable of collecting all debris and substances. For safety platform maintenance a small barge, wood and/or cloth barrier will be used to catch debris to prevent it from falling into the water.</p>
<p>Cathodic protection system repair/maintenance: Cathodic protection systems are installed to extend the life of dock steel piles. The system works by connecting protected metal to a more easily corroded "sacrificial metal" to act as the anode. The sacrificial metal corrodes instead of the protected metal. Without the protection system, corrosion can occur in the piling splash</p>	<p>Work will occur within the 100 year floodplain above and in marine waters. Repair and maintenance will be done with hand tools from a floating work platform and/or by divers.</p>	<p>Work that could result in debris and substances entering waters of the state shall include a containment structure capable of collecting all debris and substances.</p>

<p>zone. A typical system includes pile wraps located on each pile from the concrete pile caps to below the Mean Lower Low Water (MLLW) elevation. All of the cathodic protection piles have a bolt welded at the top, which will allow bond wires to be attached between each pile. An anode attachment is located below the subtidal water line.</p>		
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2. The applicant asserts that these routine maintenance and repair activities are needed to maintain the integrity of Port infrastructure and to operate safely and efficiently. The parcels are located in the Port of Tacoma along the shorelines of Commencement Bay, Puyallup, Hylebos, Blair, Sitcum, Middle and Thea Foss Waterways within the S-10 Shoreline District.

3. The Port of Tacoma will ensure that the maintenance activities do not harm wildlife, vegetation or other elements of the shoreline environment. In addition to the following BMPs, the maintenance activities will be designed to comply with applicable federal, state and local laws and regulations to avoid and minimize adverse impacts to the aquatic environment. The following BMPs apply to all shoreline maintenance activities:
 - Each activity will comply with the Washington Department of Fish and Wildlife Hydraulic Project Approval requirements including timing restrictions to protect juvenile salmonid migration.
 - Each activity will comply with water quality restrictions imposed by the Washington Department of Ecology and implement corrective measures if water quality standards are exceeded.
 - If a contractor performs the maintenance activities, they will be required to prepare a Spill Prevention, Control and Countermeasures plan (SPCC). The SPCC plan will describe how the contractor will store all fuels and hazardous substances that may be onsite during construction. It will include procedures that the contractor will follow in the event of a fuel or chemical spill, and will require the contractor to have a spill response kit that will prevent spilled material from entering surface waters. The plan will also include emergency phone numbers and contacts that will be made in the event of a spill.
 - No petroleum products, hydraulic fluids, chemicals, or any other polluting substances shall be allowed to enter waters of the state.
 - Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc., will be checked regularly for drips or leaks, and shall be maintained and stored properly with secondary containment to prevent spills.
 - Once the activity is complete, all temporary work structures, devices, equipment, materials, manmade debris and wastes from the project shall be completely removed from the shoreline.

- Temporary floating work platforms will not disturb eelgrass, kelp, and/or intertidal wetland vascular plants.
 - Work that could result in debris and substances entering waters of the state shall include a containment structure capable of collecting all debris and substances. Where space or worker safety constraints preclude the use of such structures, workers will operate a vacuum while using power tools to cut or drill, and will skim any debris that may escape the vacuum to minimize waterbody impacts.
 - No stockpiling or staging of materials will occur water ward of the OHWM of any waterbody, except for when work is occurring on a paved wharf/pier. Stockpiles will be covered with plastic to prevent contact with the elements and erosion.
 - All areas for equipment fuel storage will be located 150 feet from open water or wetlands.
 - Fueling and servicing of all equipment will be confined to an established staging area that is at least 150 feet from open water or wetlands.
 - A spill kit with oil-absorbent materials is on site to be used in the event of a spill.
 - Deck and storm drain inlets will be protected to prevent sediment and contaminants from entering the waterways or storm drain system.
 - Proper BMPs such as a silt fence and/or straw wattles will be used to provide a physical barrier to sediment and prevent runoff.
4. There are wetlands located within the Port of Tacoma adjacent to areas where shoreline maintenance and repair work will occur; however, no work will occur in wetlands. The work is limited to repair and maintenance activities to ensure the continued use of existing structures and improvements. The project will avoid impacts to wetlands by using proper Best Management Practices (BMPs) and confining work to already developed and improved areas. No wetland vegetation or soils will be disturbed and drainage patterns will not be altered.
 5. The shoreline project sites are highly modified and contain armored/hardened shorelines, piers/wharfs and impervious surfaces typical of the Shoreline Port Industrial (S-10) Port Maritime and Industrial (PMI) zone. The shoreline project areas are within the state designated shoreline district and FEMA designated floodplain. These Environmental Designations and the existing conditions were considered in evaluating potential indirect impacts to determine if mitigation is necessary. The shoreline maintenance activities are not anticipated to result in permanent impacts to adjacent wetlands or buffers; therefore, no compensatory mitigation is proposed.
 6. The applicant identified listed Threatened and endangered salmonid species as occurring within the vicinity of the project areas. Chinook salmon, steelhead, bull trout, killer whale, and humpback whale may occur in the area; however, the applicant shall follow work windows required under an approved HPA. Portions of the waterways within the project areas are mapped as Estuarine Zone and Estuarine Intertidal which are a listed Priority Habitats. WDFW Priority Species that may be present in the vicinity include bald eagle, peregrine falcon, cormorant, alcids, great blue heron, Steller sea lion, Dungeness crab, surf smelt, coho and chum salmon and the ESA species listed above; however, there are no haulout sites, breeding areas, nests or roosting areas on or in the immediate vicinity of the shoreline project sites. The location of the work on developed lands adjacent to a highly developed waterway and the use of proper BMPs make it extremely unlikely that any of the above species or habitat would be affected.

Applicable Tacoma Shoreline Master Program and Code

7. The project parcels are located in the S-10 Shoreline District with a High Intensity Environmental Designation.
8. The intent of the S-10 Port Industrial Area Shoreline District is to allow the continued development of the Port Industrial Area, with an increase in the intensity of development and a greater emphasis on terminal facilities within the City.
9. Under TSMP 2.3.2 Exemptions from Shoreline Substantial Development Permit. All uses within shoreline jurisdiction must be consistent with the regulations of this Master Program whether or not they require a Shoreline Substantial Development Permit. An exemption from the Substantial Development Permit requirements does not constitute an exemption from the policies and use regulations of the Shoreline Management Act, the provisions of this Master Program, and other applicable City, state, or federal permit requirements. Also, Letters of exemption may contain conditions and/or mitigating measures of approval to achieve consistency and compliance with the provisions of the Program and Act.
10. Under TSMP 2.3.2 Normal maintenance or repair of existing structures or developments, including damage by accident, fire or elements. "Normal maintenance" includes those usual acts to prevent a decline, lapse, or cessation from a lawfully established condition. "Normal repair" means to restore a development to a state comparable to its original condition, including but not limited to its size, shape, configuration, location and external appearance, within a reasonable period after decay or partial destruction, except where repair causes substantial adverse effects to shoreline resource or environment. Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including but not limited to its size, shape, configuration, location and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment. Relocation and reconfiguration of the structure or development may be performed within the existing property boundaries if the relocation or reconfiguration results in a measurable and sustainable ecological improvement.
11. Under TSMP 2.3.4 Letter of Exemption. Exempt activities related to any of the following shall not be conducted until a letter of exemption has been obtained from the Director or designated signatory: dredging, flood control works, in-water structures, archaeological or historic site alteration, clearing and ground disturbing activities such as filling and excavation, docks, shore stabilization, or activities determined to be located within a critical area or buffer.
12. Under TSMP 6.4.4 Fish and Wildlife Habitat Conservation Areas (FWHCAs), lands containing priority habitats and species and critical saltwater habitats are classified as FWHCAs. Whenever activities are proposed within or adjacent to a habitat conservation area with which state or federally endangered, threatened, or sensitive species have a primary association, such area shall be protected through the application of protection measures in accordance with a critical area report and habitat management plan prepared by a qualified professional and approved by the

City. And, under TSMP 2.4.2, the Director shall determine whether these reports are necessary based upon the activities associated with the project.

Conclusions

13. The shoreline project sites are located in the S-10 shoreline district and are eligible for the maintenance and repair exemption from the Shoreline Substantial Development Permit.
14. The impacts associated with the proposed repair and maintenance projects will be temporary and limited during the active maintenance work. No permanent adverse impacts are anticipated. No new additional structures are proposed and there is no expansion or increases to water dependent use.
15. Species listed under the Endangered Species Act that may occur in the vicinity of the projects include Chinook Salmon (*Oncorhynchus tshawytscha*), Steelhead (*Oncorhynchus mykiss*), Bull Trout (*Salvelinus confluentus*), Steller Sea Lion (*Eumatopius jubatus*), Southern Resident Orca (*Orcinus orca*), Humpback Whale (*Megaptera novaeangliae*), Marbled Murrelet (*Brachyramphus marmoratus*), Bocaccio (*Sebastes paucispinis*), Yellow Rockfish (*Sebastes ruberrimus*), Canary Rockfish (*Sebastes pinniger*) and Pacific Eulachon (*Thaleichthys pacificus*). Species may be temporarily affected by turbidity; however, it is likely that they would temporarily vacate the areas when active work commences.
16. The project lies within an identified FEMA floodplain area (Commencement Bay); however, no vegetation removal or increase in impervious surface is proposed. Project impacts are being avoided and minimized; therefore, no floodplain mitigation is required.
17. The applicant indicates that the water body will not be adversely affected by the proposed projects. All work in Commencement bay and associated waterways will occur during lower tidal elevations with a silt curtain installed. Work will be limited to Fish and Wildlife in-water work windows and no impacts to priority habitats or species are anticipated. Increase turbidity potentially caused by the proposed project will be localized and temporary.
18. The project as proposed will not result in any permanent loss of habitat and will not compromise FWHCAs or buffer functions; therefore, compensatory mitigation is not required.
19. WAC 173-27-040(2)(b) exempts "*Normal maintenance or repair of existing structures or developments, including damage by accident, fire or elements. "Normal maintenance" includes those usual acts to prevent a decline, lapse, or cessation from a lawfully established condition. "Normal repair" means to restore a development to a state comparable to its original condition, including but not limited to its size, shape, configuration, location and external appearance, within a reasonable period after decay or partial destruction, except where repair causes substantial adverse effects to shoreline resource or environment. Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including but not limited to its size, shape, configuration, location and*

external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment". The proposed repairs are considered typical and will conform to the size, shape, configuration, location, and general appearance of the existing structures. The project as described by the applicant is generally consistent with the Substantial Shoreline Development Permit Exemption requirements.

20. Based on the above findings, the proposed programmatic proposal to conduct repair and maintenance activities over five years is consistent with the policies Tacoma Shoreline Master Program. The proposal as described by the applicant is not likely to cause adverse impacts to the shoreline; therefore, if properly conditioned, this project can be approved without the need for a Shoreline Substantial Development Permit.

Conditions

1. The applicant shall apply for and receive approval of any required building permit from the City of Tacoma prior to any work.
2. The applicant shall follow all proposed installation and construction methods and best management practices for minimizing unintended impacts during repair and maintenance of all structures within the shoreline jurisdiction in the S-10 District.
3. All trash and unauthorized fill, including concrete blocks or pieces, bricks, asphalt, metal, treated wood, glass, floating debris, and paper, below the ohwm in and around the applicant's repair project areas shall be removed and deposited at an approved upland disposal site.
5. No stockpiling or staging of materials will occur below the ohwm of any water body.
6. All shoreline work shall be completed within the approved work windows designated by the Washington State Department of Fish and Wildlife (WDFW)
7. The applicant shall notify the City of Tacoma and pertinent state and federal agencies should an unexpected spill of fuel or other chemicals occur in Commencement Bay or associated waterways.
8. The City of Tacoma is not the only agency with jurisdiction over the project area. The applicant is responsible for coordinating any required reviews and/or approvals with the WDFW, Washington State Department of Ecology, and U. S. Army Corps of Engineers and shall provide documentation to the City of Tacoma.
9. This exemption shall be valid for a period not to exceed 5 years from the date of issuance. Should the Shoreline Master Program be revised prior to the completion of this project, additional review may be required.

Advisory Notes

- The applicant shall apply for and receive approval of any required building permits prior to any work.
- The applicant is advised that all local, State and Federal permits or approvals required for the project must be obtained prior to starting site work.

APPENDIX C
PORT OF TACOMA
CONSTRUCTION SWPPP
SHORT FORM

CONSTRUCTION SWPPP SHORT FORM

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

CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN SHORT FORM

Project Name:

Address:

Contact/Owner:

Phone:

Erosion Control Supervisor:

Phone:

Cell:

Pager:

Emergency (After hours) Contact:

Phone:

Permit No.:

Parcel No.:

Required Submittals

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

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

PROJECT NARRATIVE

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

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

A. Project Description (Check all that apply)

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

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

Additional Project Information:

B. Existing Site Conditions (Check all that apply)

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

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

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

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

C. Adjacent Areas (Check all that apply)

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

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

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

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

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

D. Soils (Check all that apply)

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

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

- Yes No

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

- Yes No

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

E. Construction Sequencing/Phasing

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

List any changes from the standard construction sequence outlined above:

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

F. Construction Schedule

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

Start Date:

End Date:

Interim Phasing Dates:

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

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

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

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

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

ONSITE FIELD VERIFICATION OF ACTUAL CONDITIONS IS REQUIRED.

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

GUIDELINES FOR EROSION CONTROL ELEMENTS

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

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

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

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

Element #1 – Mark Clearing Limits

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

Applicable BMPs include:

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

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

OR

This element is not required for this project because:

Element #2 – Establish Construction Access

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

Applicable BMPs include:

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

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

OR

This element is not required for this project because:

Element #3 – Control Flow Rates

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

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

Applicable BMPs include:

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

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

OR

This element is not required for this project because:

Element 4 – Install Sediment Controls

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

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

Applicable BMPs include:

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

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

OR

This element is not required for this project because:

Element #5 – Stabilize Soils

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

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

Applicable BMPs include:

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

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

OR

This element is not required for this project because:

Element #6 – Protect Slopes

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

Applicable BMPs include:

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

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

OR

This element is not required for this project because:

Element #7 – Protect Drain Inlets

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

Applicable BMPs include:

- BMP C220: Storm Drain Inlet Protection

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

OR

This element is not required for this project because:

Element #8 – Stabilize Channels and Outlets

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

Applicable BMPs include:

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

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

OR

This element is not required for this project because:

Element #9 – Control Pollutants

Handle and dispose of all pollutants, including demolition debris and other solid wastes in a manner that does not cause stormwater contamination. Provide cover and containment for all chemicals, liquid products (including paint), petroleum products, and other materials. Handle all concrete and concrete waste appropriately.

Applicable BMPs include:

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

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

OR

This element is not required for this project because:

Element #10 – Control Dewatering

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

Applicable BMPs include:

- BMP C150: Materials on Hand

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

OR

This element is not required for this project because:

Element #11 – Maintain BMPs

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

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

Applicable BMPs include:

- BMP C160: Certified Erosion and Sediment Control Lead

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

OR

This element is not required for this project because:

Element #12 – Manage the Project

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

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

Applicable BMPs include:

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

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

OR

This element is not required for this project because:

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

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

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

REFERENCES

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

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