

**PORT OF TACOMA**  
**TACOMA, WASHINGTON**  
**BUILDING 532 STRUCTURAL REPAIRS**

**PROJECT NO. 101541.01**

**CONTRACT NO. 071646**

**Thais Howard, PE**

**Director, Engineering**

**David Myers**

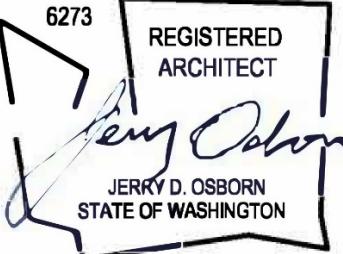
**Project Manager**

**END OF SECTION 00 01 01**

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

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

SEAL & SIGNATURE	SECTION(S)						
	<table><tbody><tr><td>06 18 00</td><td>Structural Lumber</td></tr><tr><td>07 42 13</td><td>Metal Wall Panels</td></tr><tr><td>09 91 00</td><td>Painting</td></tr></tbody></table>	06 18 00	Structural Lumber	07 42 13	Metal Wall Panels	09 91 00	Painting
06 18 00	Structural Lumber						
07 42 13	Metal Wall Panels						
09 91 00	Painting						

**END OF SECTION**

## **PROCUREMENT AND CONTRACTING REQUIREMENTS**

### **DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS**

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**DIVISION 09 -- FINISHES**

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**APPENDICES**

Appendix A - Hazardous Material Report

Appendix B - Occidental Chemical contamination area information

**END OF SECTION 00 01 10**

## **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	COVER SHEET
G1.1	GEN. NOTES, SYMBOLS, & ABBREVIATIONS
A0.1	SITE PLAN & CODE SUMMARY
A1.0	OVERALL FLOOR PLAN
A1.1	REFLECTED CEILING PLAN
A2.1	EXTERIOR ELEVATIONS
A2.2	EXTERIOR ELEVATIONS
A3.1	INTERIOR BUILDING SECTIONS
A5.0	DETAILS
A5.1	REFERENCE PHOTOS
S0.1	STRUCTURAL GENERAL NOTES
S0.2	STRUCTURAL GENERAL NOTES
S0.3	STRUCTURAL GENERAL NOTES
S0.4	STRUCTURAL GENERAL NOTES
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S2.0	OVERALL ROOF FRAMING PLAN
S3.0	DETAILS
S3.1	DETAILS
S3.2	DETAILS

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

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

**END OF SECTION 00 01 15**

## BUILDING 532 STRUCTURAL REPAIRS

### PROJECT NO. 101541.01 | CONTRACT NO. 071646

Scope of Work:	<p>The Work required for this Project includes: Structural Repairs to twelve (12) trusses:  Six (6) Bowstring Trusses in low profile roof section of building  Six (6) Girder Trusses in barrel vault section of building</p>
Bid Estimate:	<p>Estimated cost range is \$805,000 to \$895,000, plus Washington State Sales Tax (WSST).  Includes an allowance for unforeseen conditions</p>
Sealed Bid Date/ Time/Location:	<p>Bids will be received at the Front Reception Desk, Port Administration Office, One Sitcum Plaza, Tacoma, Washington 98421 until <b>2:00 P.M. on March 10, 2022</b>, at which time they will be publicly opened and read aloud and the apparent low bid will be determined.</p>
Pre-Bid Conference and Site Tour:	<p>A pre-Bid site visit has been set for February 24, 2022 at 10:00 AM. The site visit will convene at the project site located at 401 E. Alexander Ave. Building 9532. Meet at the door on the east side of the building.  The following Personal Protective Equipment is required for the site visit: sturdy shoes, reflective vest, 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) as required above.</p>
Bid Security:	<p>Each Bid must be accompanied by a Bid security in an amount equal to five (5) percent of the Base Bid in a form allowed by the Instructions to Bidders.</p>
Contact Information:	<p>Any questions to the Port may be emailed to <a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a>. No oral responses will be binding by the Port.  Questions will not be accepted after March 2, 2022.</p>

Bidding Documents:	Plans, Specifications, Addenda, and Plan Holders List for this Project are available on-line through The Port of Tacoma's Website <a href="http://portoftacoma.com">portoftacoma.com</a> . Click on "Contracts," "Procurement," and then the Procurement Number 071646. 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 <a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a> with questions. Holder's Lists will be updated regularly. Additional Instructions available in Section 00 21 00 - Instructions to Bidders.
Public Works Training Requirements:	Effective July 1, 2019, all businesses are required to have training before bidding on public works projects and prevailing wage under RCW 39.04.359 and RCW 39.12, or is on the list of exempt businesses maintained by the Department of Labor and Industries. The bidder must designate a person or persons to be trained on these requirements. The training will be provided by the Department of Labor and Industries or by a training provider whose curriculum is approved by the Department of Labor and Industries.  Please refer to Labor and Industries' web site ( <a href="https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp?utm_medium=email&amp;utm_source=govdelivery">https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp?utm_medium=email&amp;utm_source=govdelivery</a> ) for more information and training dates, requirements, and exemptions. Failure to attend this training could result in a determination of "not responsible" and the bidder not being awarded a public works contract.

**END OF SECTION 00 11 13**

## **PART 1 - SUMMARY**

### **1.01 DEFINITIONS**

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

- A. "Addenda" are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. The contents of an Addendum are issued in no particular order and therefore should be carefully and completely reviewed.
- B. An "Apprentice" is a worker for whom an apprenticeship agreement has been registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).
- C. "Award" means the formal decision by the Port of Tacoma ("Port") notifying a Responsible Bidder with the lowest responsive Bid of the Port's acceptance of their Bid and intent to enter into a Contract with the Bidder.
- D. The "Award Requirements" include the statutory requirements as a condition precedent to Award.
- E. The "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- F. A "Bid" is a complete and properly signed proposal to do the Work, submitted in accordance with the Bidding Documents, for the sums therein stipulated and supported by any data called for by the Bidding Documents.
- G. The "Bid Date" is the day and hour specified in the Bidding Documents, as may be changed through an Addendum, by which Bidders are required to submit Bids to the Port.
- H. The "Bid Form" is the form(s) included with the Bidding Documents, with Specification Section 00 41 00, through which a Bidder submits a Bid.
- I. A "Bidder" is a person or entity who submits a Bid.
- J. The "Bidding Documents" include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, any other sample bidding and contract forms, including those provided by reference, the Bid security, and the proposed Contract Documents, including any Addenda issued prior to the Bid Date.
- K. The "Contract Documents" proposed for the Work consist of the Agreement, the General Conditions of the Contract (as well as any Supplemental, Special, or other conditions included in the Project Manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.
- L. A "Sub-Bidder" is a person or entity of any tier who submits a bid or proposal to or through the Bidder for materials, equipment or labor for a portion of the Work.

### **1.02 BIDDER'S REPRESENTATIONS**

By making its Bid, each Bidder represents that:

- A. **BIDDING DOCUMENTS.** The Bidder has read and understands the Bidding Documents, and its Bid is made in accordance with them.

- B. PRE-BID MEETING. The Bidder has attended pre-Bid meeting(s) required by the Bidding Documents. Attendance at a mandatory meeting or training session means that, in the sole opinion of the Port, a Project representative of a Bidder has attended all or substantially all of such meeting or session.
- C. BASIS. Its Bid is based upon the materials, systems, services, and equipment required by the Bidding Documents, and is made without exception.
- D. EXAMINATION. The Bidder has carefully examined and understands the Bidding Documents, the Contract Documents including, but not limited to, any liquidated damages, insurance provisions, and the Project site, including any existing buildings, it has familiarized itself with the local conditions under which the Work is to be performed, has correlated its observations with the requirements of the proposed Contract Documents, and it has satisfied itself as to the nature, location, character, quality, and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services, and other items to be furnished, and all other requirements of the Contract Documents. The Bidder has also satisfied itself as to the conditions and other matters that may be encountered at the Project site or that may affect performance of the Work or the cost or difficulty thereof, including, but not limited to, those conditions and matters affecting transportation, access, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power, and utilities; availability and condition of roads; climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to, and at all times during, the performance of the Work. The failure of the Bidder to fully acquaint itself with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the Work in accordance with, and for the Contract Sum and within the Contract Time provided for in, the Contract Documents.
- E. PROJECT MANUAL. The Bidder has checked its copies of the Project Manual (if any) with the table of contents bound therein to ensure the Project Manual is complete.
- F. SEPARATE WORK. The Bidder has examined and coordinated all Drawings, Contract Documents, and Specifications with any other contracts to be awarded separately from, but in connection with, the Work being Bid upon, so that the Bidder is fully informed as to conditions affecting the Work under the Contract being Bid upon.
- G. LICENSE REQUIREMENTS. The Bidders and Sub-Bidders are registered and hold all licenses required by the laws of Washington, including a certificate of registration in compliance with RCW 18.27, for the performance of the Work specified in the Contract Documents.
- H. CERTIFICATION. The Bidder verifies under penalty of perjury that the Bidder has not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW within the three (3) year period immediately preceding the Bid Date.
- I. NO EXCEPTIONS. Bids must be based upon the materials, systems, and equipment described and required by the Bidding Documents, without exception.

## 1.03 BIDDING DOCUMENTS

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

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

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

1. Format. The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into Work performed by the various building trades, any Work by separate contractors, or any Work required for separate facilities in, or phases of the Project.
2. Duty to Notify. Bidders shall promptly notify the Port in writing of any ambiguity, inconsistency, or error that they may discover upon examination of the Bidding Documents or of the site and local conditions.
3. Products and Installation. All Bidders shall thoroughly familiarize themselves with specified products and installation procedures and submit to the Port any objections (in writing) no later than seven (7) days prior to the Bid Date. The submittal of the Bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory for completion of the Contract.
4. Written Request. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written email request to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) at least seven (7) days prior to the Bid Date.
5. Request to Modify Responsibility Criteria. No later than seven (7) days prior to the Bid Date, a potential Bidder may request in writing that the Port modify the Responsibility Criteria. The Port will evaluate the information submitted by the potential Bidder and respond before the Bid Date. If the evaluation results in a change of the Criteria, the Port will issue an Addendum identifying the new Criteria.
6. Addenda. The Bidder shall not rely on oral information provided at any pre-Bid meetings or during site visits. Verbal statements made by representatives of the Port are for informational purposes only. Any interpretation, correction, or change of the Bidding Documents will be made solely by written Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any manner other than by written Addendum, including but not limited to, oral statements will not be binding, and Bidders shall not rely upon such statements, interpretations, corrections, or changes. The Port is not responsible for explanations or interpretations of the Bidding Documents other than in a written Addendum.
7. Site Visits. Any site visits are provided as a courtesy to potential Bidders to assist them in becoming familiar with the Project site conditions. However, only the Bidding Documents, including any issued Addenda, may be relied upon by Bidders.

8. **Singular References.** Reference in the singular to an article, device, or piece of equipment shall include as many of such articles, devices, or pieces as are indicated in the Contract Documents or as are required to complete the installation.
9. **Utilities and Runs.** The Bidder should assume that the exact locations of any underground or hidden utilities, underground fuel tanks, and plumbing and electrical runs may be somewhat different from any location indicated in the surveys or Contract Documents.

**C. 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. **No Conditions.** The Bidder shall make no conditions or stipulations on the Bid Form, nor qualify its Bid in any manner.

7. Identity of Bidder. The Bidder shall include in the specified location on the Bid Form, the legal name of the Bidder and, if requested, a description of the Bidder as a sole proprietor, a partnership, a joint venture, a corporation, or another described form of legal entity. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. The Port verifies signature authority on the Labor and Industries website <https://fortress.wa.gov/Lni/bbip/Search.aspx> under the contractor registration business owner information. If the business owner information is not current, the Bidder shall show proof of authority to sign at the request of the Port. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder
8. Bid Amounts Do Not Include Sales Tax. The Work to be performed constitutes a "retail sale" as this term is defined in RCW 82.04.050. Thus, the Base Bid amount shall include in the sum stated all taxes imposed by law, EXCEPT WASHINGTON STATE AND LOCAL SALES TAX due on the Base Bid. The engaged Contractor will pay retail sales tax on all consumables used during the performance of the Work and on all items that are not incorporated into the final Work; this tax shall be included in the Base Bid price and in any other prices set forth on the Bid Form. The Port will pay state and local retail sales tax due on each progress payment and final payment to the engaged Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government.

**B. POTENTIAL LISTING OF SUB-BIDDERS (SUBCONTRACTORS)**

1. Procedure. On projects equal to or greater than \$1,000,000, the Bid Form includes a requirement that certain Sub-Bidders be listed, in which case the Bidder must complete the required list. In these circumstances, and regardless of the anticipated cost of the Project, the Bidder must name the Sub-Bidder or Sub-Bidders with whom the Bidder, if awarded the Contract, will subcontract directly (i.e., not lower-tier Sub-Bidders) for performance of the Work of:
  - a. HVAC (heating, ventilation, and air conditioning) Work;
  - b. Plumbing Work as described in RCW 18.106;
  - c. Electrical Work as described in RCW 19.28; and
  - d. Any other categories of Work listed on the Sub-Bidder listing form and/or Bid Form.
2. Self-Performance. If the Bidder intends to self-perform any of these categories of Work, it must name itself for each such category of Work.
3. Multiple Entries. The Bidder shall not list more than one (1) entity for a particular category of Work identified, unless a Sub-Bidder will vary based on an Alternate Bid, in which case the Bidder shall identify the Sub-Bidder to be used for the Alternate and the affected portion of the Work.
4. Failure to Submit. In accordance with RCW 39.30.060, failure of a Bidder to submit, as part of the Bid, the names of such proposed HVAC, plumbing, and electrical Sub-Bidders, or to name itself to perform such Work, or the naming of two (2) or more Sub-Bidders to perform the same Work, shall render the Bidder's Bid non-responsive and; therefore, void.
5. Requirement to Subcontract. The Bidder, if Awarded the Contract, will subcontract with the listed Sub-Bidders for performance of the portion of the Work designated on the Bid Form, subject to the provisions of the Contract for Construction and RCW 39.30.060. The Bidder shall not substitute a listed Sub-Bidder in furtherance of bid shopping or bid peddling.

6. Sub-Bidder Qualification. Listed Sub-Bidders may be required to provide evidence of their qualifications, including a statement of experience and references, prior to Award, or at any time during the Contract Time. Such information shall be provided within twenty-four (24) hours of request. This evidence shall demonstrate that the Sub-Bidder meets or exceeds all requirements for experience, qualifications, manufacturer's certifications, or any other requirements specified in any of the technical sections of the Contract Documents for which the Sub-Bidder proposes to perform Work.
7. Replacement. If a listed Sub-Bidder fails to provide adequate evidence of qualifications, is unable to comply with any bonding requirements of the Bidding Documents or with other requirements of the Contract or Bidding Documents, is not properly licensed, or fails to meet the Responsibility Criteria of the Bidding Documents, the Port may require the Bidder to replace the Sub-Bidder with another subcontractor reasonably acceptable to the Port at no change in the Contract Sum or Contract Time.
8. Sub-Bidder Standards. Sub-Bidders shall meet contractual and technical qualification standards, and provide specialized certification, licensing, and/or payment and performance bonding, if required.
9. MWBE, Veteran-owned, and small business participation encouraged. The Port's policy is to encourage the Contractor to solicit and document participation, and to provide and promote the maximum lawful, practicable opportunity for increased participation, by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), Veteran-owned businesses (defined in RCW 43.60.010, and Small, Mini and Micro business enterprises (defined in RCW 39.26.010).

#### C. BID SECURITY

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

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

**D. SUBMISSION OF BIDS**

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

**E. MODIFICATION OR WITHDRAWAL OF BID**

1. **After the Bid Date.** A Bid may not be modified, withdrawn, or canceled by the Bidder during a ninety (90) day period following the Bid Date, and each Bidder so agrees by virtue of submitting its Bid.
2. **Before the Bid Date.** Prior to the Bid Date, any Bid submitted may be modified or withdrawn only by notice to the party receiving Bids at the place designated for receipt of Bids. The notice shall be in writing, with the signature of the Bidder, and shall be worded so as not to reveal the amount of the original Bid. Email notice will not be accepted. It shall be the Bidder's sole responsibility to verify that the notice has been received by the Port in time to be withdrawn before the Bid opening.
3. **Resubmittal.** Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids, provided that they are then fully in conformance with these Instructions to Bidders.
4. **Bid Security with Resubmission.** Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

**F. COMMUNICATIONS**

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

**1.05 CONSIDERATION OF BIDS**

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

**E. BID PROTEST PROCEDURES**

1. **Procedure.** A Bidder protesting, for any reason, the Bidding Documents, a Bidding procedure, the Port's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to, a finding of non-Responsibility, the Award of the Contract or any other aspect arising from, or relating in any way to, the Bidding, shall cause a written protest to be filed with the Port within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com).

2. Consideration. Upon receipt of the written protest, the Port will consider the protest. The Port may, within three (3) business days of the Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Port, the Contracts Director of the Port, or his or her designee, will review the issues and promptly furnish a final and binding written decision to the protesting Bidder, and any other affected Bidder(s), within six (6) business days of the Port's receipt of the protest. (If more than one (1) protest is filed, the Port's decision will be provided within six (6) business days of the Port's receipt of the last protest.) If no reply is received from the Port during the six (6) business-day period, the protest will be deemed rejected.
3. Waiver. Failure to comply with these protest procedures will render a protest waived.
4. Condition Precedent. Timely and proper compliance with, and exhaustion of, these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

## 1.06 POST BID INFORMATION

### A. THE LOWEST RESPONSIVE BIDDER SHALL:

1. Responsibility Detail Form. Within 24 hours of the Low Responsive Bidder Selection Notification, the apparent low Bidder shall submit to the Port the Responsibility Detail Form and other required documents (Section 00 45 13) executed by an authorized company officer. As requested from the Port, the low responsive Bidder shall provide written confirmation that the person signing the Bid on behalf of the Bidder was duly authorized at the time of bid, a detailed breakdown of the Bid in a form acceptable to the Port, and other information required by the Port.
2. The apparent low Bidder shall submit to the Port upon request:
  - a. Additional information regarding the use of the Bidder's own forces and the use of subcontractors and suppliers;
  - b. The names of the persons or entities (including a designation of the Work to be performed with the Bidder's own forces, and the names of those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work (i.e., either a listed Sub-Bidder or a Sub-Bidder performing Work valued at least ten (10) percent of the Base Bid), consistent with the listing required with the Bid; and
  - c. The proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work.
3. Failure to provide any of the above information in a timely manner will constitute an event of breach permitting forfeiture of the Bid security.
4. Bidder Responsibility. The Bidder will be required to establish, to the satisfaction of the Port, the reliability and responsibility of itself and the persons or entities proposed to furnish and perform the Work described in the Bidding Documents. If requested, the Bidder shall meet with the Port to discuss the Bid, including any pricing, the Bid components, and any assumptions made by the Bidder.

5. Sub-Bidder Responsibility. The Responsibility of the Bidder may be judged in part by the Responsibility of Sub-Bidders. Bidders must verify the Responsibility Criteria for each first-tier Sub-Bidder. A Sub-Bidder of any tier that hires other Sub-Bidders must verify Responsibility Criteria for each of its lower-tier Sub-Bidders. The verification shall include a representation that each Sub-Bidder, at the time of subcontract execution, is Responsible and possesses required licenses.
6. Objection. Prior to an Award of the Contract, the Port will notify the Bidder in writing if the Port, after due investigation, has reasonable objection to the Bidder or a person or entity proposed by the Bidder. Upon receiving such objection, the Bidder may, at Bidder's option: (a) withdraw their Bid, (b) submit an acceptable substitute person or entity with no change in the Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there is a cost to the Bidder occasioned by such substitution, or (c) file a protest in accordance with the Bidding Documents.
7. Change. Persons and entities proposed by the Bidder to whom the Port has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed, except with the written consent of the Port.
8. Right to Terminate. The Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. If a Bidder makes a material misrepresentation on a Qualification Statement, the Port has the right to terminate the Contract for cause and may then pursue any remedies that exist under the Contract or that are otherwise available.

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

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

A. BOND REQUIREMENTS. Within fifteen (15) days after the Port's Notice of Award of the Contract, the successful Bidder shall obtain and furnish statutory bonds pursuant to RCW 39.08 covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the form and amount prescribed in the Contract Documents. Bonds shall be written for one hundred (100) percent of the contract award amount, plus Washington State Sales Tax and Change Orders. The cost of such bonds shall be included in the Base Bid.

1. On contracts of one hundred fifty thousand dollars (\$150,000) or less, at the option of the Contractor or the General Contractor/Construction Manager as defined in RCW 39.10.210, the Port may, in lieu of the bond, retain ten (10) percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under RCW 60.28, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.
2. On contracts of one hundred fifty thousand dollars (\$150,000) or less, the Port may accept a full payment and performance bond from an individual surety or sureties.

B. TIME OF DELIVERY AND FORM OF BONDS. The successful Bidder shall deliver an original copy of the required bonds to the Port, 1 Sitcum Plaza, Tacoma, WA 98421, within the time specified in the Contract Documents.

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- 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 fifteen (15) 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 00 21 00**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 DEFINITIONS/CLARIFICATIONS**

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

B. The Contract Documents include performance specifications for products and equipment which meet Project requirements. In those cases where a representative item or manufacturer is named in the specification, it is provided for the sole purpose of identifying a product meeting the required functional performance, and where the words "or equal" are used, a substitution request as further described, is not required.

C. Where non-competitive or sole source products or manufacturers are explicitly specified with the words "or approved equal," or "Engineer approved equal," or "as approved by the Engineer" are used, they shall be taken to mean "or approved equal." In these cases a substitution request as further described in this Section, is required.

### **1.03 SUBMITTALS**

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

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

1. Documentation. Show compliance with requirements for substitutions with the following, as applicable:
  - a. Statement indicating why specified product, fabrication, or installation cannot be provided.
  - b. Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.
  - c. Product Data, including drawings and descriptions of products, fabrication, and installation procedures.
  - d. Samples, where applicable or requested.
  - e. Certificates and qualification data, where applicable or requested.
  - f. Research reports evidencing compliance with building code in effect for the Project.
2. Engineer's Action. Engineer will review substitution requests if received electronically to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) at least seven (7) days prior to the Bid Date. 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 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 nor Supplier.

- 1. Documentation. Show compliance with requirements for substitutions with the following, as applicable:
  - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
  - b. Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification Section. Significant qualities may include, but are not limited to, attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified. .
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses. Also provide names and addresses of the applicable architect, engineer, and owner.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for the Project.
  - j. Comparison of the approved Baseline Project Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

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

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

D. Substitutions will not be considered when:

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

#### 1.04 QUALITY ASSURANCE

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**PROJECT TITLE: Building 532 Structural Repairs**

**PROJECT NO.: 101541.01**

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

CONTRACT NO.: 071646

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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Point-by-Point comparative data attached - REQUIRED

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

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Similar Installation:

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

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

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

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

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Supporting Data Attached:

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

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Applicable to Substitution Requests During Construction:

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

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

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The Undersigned certifies:

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

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

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

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

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

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

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

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

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

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

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#### ENGINEER'S REVIEW AND ACTION

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

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

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**END OF SECTION 00 26 00**

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## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 HAZARDOUS MATERIALS NOTICE**

- A. Contractor is notified that certain portions of the Work area are known to contain lead or asbestos-containing materials (ACM), as detailed in a Hazardous Materials Assessment, by DH Environmental, Inc. A copy of the assessment is included in the Appendix A.
- B. Contractor is notified that the Work area is within Occidental Chemical solvent and pH contamination zone, as detailed in the Environmental Notice dated Feb. 2018. A copy of this notice is included in the Appendix B.
- C. Contractor is notified that the Work area is an environmental cleanup site regulated by the Department of Ecology. Site soils may be contaminated from former industrial use of the site and may contain metals, PCB's, PAH's, hydrocarbons and VOC's. Contractor may visit the Department of Ecology site at [wa.gov](http://wa.gov) to find more information concerning this site.

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

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

**END OF SECTION 00 31 26**

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

**PROJECT TITLE: BUILDING 532 STRUCTURAL REPAIRS**

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

ITEM NO.	DESCRIPTION OF ITEM	UNIT OF MEASURE	PRICE
1	Mobilization and Demobilization	LS	
2	Project Administration	LS	
3	New Glulam Beams at Six (6) Existing Low Roof Trusses	LS	
4	New Structural Steel Framing at Six (6) Existing High Roof Girder Trusses	LS	
5	New Supplemental Roof Framing at East High Bay Overhead Doors	LS	
6	New Concrete Footings and Related Excavation and Repair	LS	
7	Miscellaneous Minor Structural and Envelope Repairs	LS	
8	Unforeseen Conditions Allowance	LS	\$90,000
TOTAL BID AMOUNT			
10.3% WASHINGTON STATE SALES TAX (WSST) ON BASE BID			
SUBTOTAL			
BID TOTAL (WITH WSST)			

Note: Show prices in figures only.

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

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

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

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

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

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Name of Firm

Date

---

Signature

By Title

---

Mailing Address

City, State Zip Code

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Telephone Number

Email Address

---

WA State Contractor's License No.

Employment Security Department No.

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

**END OF SECTION 00 41 00**

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

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AGENT AND ADDRESS

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

**END OF SECTION 00 43 13**

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

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

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

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

**1.01 MANDATORY BIDDER RESPONSIBILITY CRITERIA**

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

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

Yes       No

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

Yes       No

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

Yes       No

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

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

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

Yes       No

5. Does the Bidder have a Washington State Excise Tax Registration number as required in RCW 82?

Yes       No

6. Has the Bidder been disqualified from bidding on any public works project under RCW 39.06.010 or 39.12.065(3)?

Yes       No

7. Has the Bidder violated RCW 39.04.370 more than one (1) time as determined by the Washington State Department of Labor and Industries?

Yes       No

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8. Has the Bidder ever been found to be out of compliance with Apprenticeship Utilization requirements of RCW 39.04.320?  
 Yes       No
9. Has the Bidder ever been found to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW within the three- (3-) year period immediately preceding the date of this bid solicitation?  
 Yes       No
10. Has the Bidder completed the training required by RCW 39.04.350, or is the Bidder on the list of exempt businesses maintained by the Department of Labor and Industries?  
 Yes       No

If any answer to questions 1 through 5 is "No" or any answer to questions 6 through 8 is "Yes" - **STOP HERE** and contact the Contract Administrator. The Bidder is not responsible for this Work. Otherwise proceed to 1.02. **Provide attached to this completed form documentation to confirm responsibility criteria.**

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

#### 1.02 CONTRACT AND REGULATORY HISTORY

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

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

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

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

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

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

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

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

Yes, If YES, explain below.  No

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

Yes, If YES, explain below.  No

#### 1.03 ACCIDENT/INJURY EXPERIENCE

A. The Port will evaluate the Bidder's accident/injury Experience Modification Factor ("EMF") from the Washington State Department of Labor and Industries to assess whether the Bidder has an acceptable safety record preventing personal injuries on projects.

B. List the Bidder's accident/injury EMF for the last five (5) years. An experience factor is calculated annually by the Washington State Department of Labor and Industries.

Year	Effective Year	Experience Factor
1		
2		
3		
4		
5		

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

#### 1.04 WORK PERFORMED BY BIDDER

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

\_\_\_\_\_ %

#### 1.05 ADDITIONAL CONTRACTOR INFORMATION

A. As part of completing this Responsibility Detail Form, **submit the following information with the completed Responsibility Detail Form:**

1. Bidder's recent job resume, including a list of similar projects performed and contact information for the similar project owner(s), a brief description of work, start and end dates, and contract amount.
2. Resumes of Bidder's proposed project manager and job superintendent.

- B. The Bidder's failure to provide the required project information may result in a determination of the Bidder being declared non-responsible by the Port.
- C. The Bidder shall submit this completed, **SIGNED** Responsibility Detail Form electronically (PDF), with all requested backup documentation, via email to the contact(s) noted on the Low Responsive Bidder Selection Notification.
- D. The Bidder and its subcontractors to verify that its subcontractors at each tier meet the responsibility criteria as required by RCW 39.06.020 and 39.04.350.
  - 1. Bidder shall verify major subcontractors meet the responsibility criteria required. Fill out one Port of Tacoma Public Works Project Bidder Evaluation Checklist for Subcontractors for each major subcontractor and submit to the Port with this form. Backup documentation is not required to be submitted.

**PROJECT: Building 532 Structural Repairs**

**PROJECT NO.: 101541.01**

**CONTRACT NO.: 071646**

**Responsibility Certification Form**

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

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

The information provided herein is true and complete.

---

Signature of Authorized Representative

---

Date

---

Print Name and Title

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

**PROJECT TITLE: Building 532 Structural Repairs**

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

**CONTRACT AND PROJECT NUMBER: 071646/ 101541.01**

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

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

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

Item No.	Item	Initials/Comments
1.	<p>At the time of Bid submittal, have a certificate of registration in compliance with RCW 18.27: Check the L&amp;I site <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>.</p> <p>Verify that a subcontractor has an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87.</p>	
2.	<p>While reviewing registration information above, also check contractor's <b>Employer Liability Certificate</b> to verify workers' comp (industrial insurance) premium status – current account.</p> <p>Complete a "Submit Contractor Tracking Request" to be notified if the contractor fails to pay workers' comp premiums or renew their contractor registration or if their electrical contractor license is suspended or revoked within one year.</p>	
3.	<p>State excise tax registration number (Department of Revenue). (contractor's Washington State Unified Business Identifier and tax registration number)</p> <p><a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>.</p>	
4.	<p>Not disqualified from bidding on any public works contract under <a href="#">RCW 39.06.010</a> or <a href="#">RCW 39.12.065(3)</a>.</p> <p>Check the Department of Labor and Industries</p> <p><a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/</a>.</p>	
5.	<p>Verify subcontractors are registered with the Washington State Employment Security Department (ESD) and have an account number. Request a letter to be sent from the subcontractor electronically by clicking on the following link</p> <p><a href="https://fortress.wa.gov/esd/twt/pwciinternet/">https://fortress.wa.gov/esd/twt/pwciinternet/</a> or by emailing a request to <a href="mailto:publicworks@esd.wa.gov">publicworks@esd.wa.gov</a>. Include ESD#, UBI#, and business name in the email. Certificate of Coverage letter issued/dated within the last six (6) months.</p>	

Item No.	Item	Initials/Comments
	Document if subcontractor confirms in writing, under penalty of perjury, that it has no employees and this requirement does not apply.	

**END OF SECTION 00 45 13**

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:** Building 532 Structural Repairs **(Title)**

101541.01 | 071646 (Project/Contract No.)

401 E. Alexander Ave (Project Address)

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

Director of Engineering (Title)

thoward@portoftacoma.com (Email)

(253) 592-6706 (Phone No.)

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

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

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

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

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

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

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

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

**AGREEMENT:**

The Port and the Contractor agree as follows:

**1.0 CONTRACTOR TO FULLY PERFORM THE WORK**

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

**2.0 DATE OF COMMENCEMENT**

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

**3.0 CONTRACT TIME AND LIQUIDATED DAMAGES**

The Contractor shall achieve Substantial Completion of the entire Work not later than 150 days from the date of Award, subject to adjustments of this Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the entire Work within 30 calendar days of the date on which Substantial Completion is achieved.

Provisions for liquidated damages as a reasonable estimate of future loss, as of the date of this Agreement, are included in the Contract Documents. The parties agree that the stated liquidated damages are reasonable and not penalties individually nor cumulatively.

The liquidated damages for failure to achieve Substantial Completion by the required date shall be \$500 per calendar day. After the required Final Completion date, the liquidated damages for failure to achieve Final Completion shall be \$250 per calendar day.

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

#### 4.0 CONTRACT PRICE

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

#### 6.0 INSURANCE AND BONDS

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

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

CONTRACTOR

PORT OF TACOMA

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

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

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

**END OF SECTION 00 52 00**

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

**CONTRACTOR (NAME AND ADDRESS)**

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

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**OWNER (NAME AND ADDRESS)**

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

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

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**KNOW ALL MEN BY THESE PRESENTS:**

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

**WHEREAS:**

Contractor shall execute an agreement with the Port for Building 532 Structural Repairs, Project No. 101541.01/Contract No. 071646, a copy of which Contract is by reference made a part hereof (the term "Contract" as used herein to include the aforesaid agreement together with all the Contract Documents, addenda, modifications, all alterations, additions thereto, deletions therefrom, and any other document or provision incorporated into the Contract) and is hereinafter referred to as the Contract.

This bond is executed and issued pursuant to the provisions of RCW 39.08.

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

**FURTHER:**

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

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

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

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

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

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

**SURETY**

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Signature

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Printed Name and Title

Power of Attorney attached.

**CONTRACTOR**

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Signature

---

Printed Name and Title

**END OF SECTION 00 61 13.13**

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

**CONTRACTOR (NAME AND ADDRESS)**

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

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**OWNER (NAME AND ADDRESS)**

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

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

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**KNOW ALL MEN BY THESE PRESENTS:**

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

**WHEREAS:**

Contractor shall execute an agreement with the Port for Building 532 Structural Repairs, Project No. 101541.01/Contract No. 071646, a copy of which Contract is by reference made a part hereof (the term "Contract" as used herein to include the aforesaid agreement together with all the Contract Documents, addenda, modifications, alterations, additions thereto, deletions therefrom, and any other document or provision incorporated into the Contract) and is hereinafter referred to as the Contract.

This bond is executed pursuant to the provisions of RCW 39.08.

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

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

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

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

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

**SURETY**

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Signature

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Printed Name and Title

Power of Attorney attached.

**CONTRACTOR**

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Signature

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Printed Name and Title

**END OF SECTION 00 61 13.16**

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

PROJECT TITLE: Building 532 Structural Repairs

PROJECT NO.: 101541.01

CONTRACT NO.: 071646

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

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, the said Principal herein executed Contract  
No. 071646 with the Port for Building 532 Structural Repairs, Project No. 101541.01.

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

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

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

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

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DIVISION 00 - Procurement and Contracting Requirements  
SECTION 00 61 23 - Retainage Bond

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

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
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 00 61 23**

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

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

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

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

- C. Port may carry-out Work. If the Contractor fails to perform the Work properly, fails to perform any provision of this Contract, or fails to maintain the Baseline Project Schedule, or if the Port reasonably concludes that the Work will not be completed in the specified manner or within the Contract Time, then the Port may, after three (3) days' written notice to the Contractor and without prejudice to any other remedy the Port may have, perform itself or have performed any or all of the Work and may deduct the cost thereof from any payment then or later due the Contractor.

## 2.06 SEPARATE CONTRACTORS

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

## 2.07 OFFICERS AND EMPLOYEES OF THE PORT

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

# ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES

## 3.01 DUTY TO PERFORM THE ENTIRE WORK

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

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

- A. Contractor to notify Port of any discrepancy. The Contractor's obligations to review and carefully study the Contract Documents and field conditions are for the purpose of facilitating coordination and construction. If the Contractor at any time observes that the Contract Documents, including Drawings and Specifications, vary from the conditions of the Project site, are in error, or omit any necessary detail, the Contractor shall promptly notify the Engineer in writing through a Request for Information. Any Work done after such observation, until authorized by the Engineer, shall be at Contractor's risk. The Contractor shall also promptly report to the Engineer any observed error, inconsistency, omission, or variance with applicable laws through a Request for Information. If the Contractor fails either to carefully study and compare the Contract Documents, or to promptly report any observed error, inconsistency, omission, or variance, the Contractor shall assume full responsibility and shall bear all costs, liabilities, and damages attributable to the error, inconsistency, omission, or variance.
- B. Requests for Information. The Contractor shall submit Requests for Information concerning the Contract Documents by following the procedure and using such form as the Port may require. The Contractor shall minimize Requests for Information by thoroughly studying the Contract Documents and reviewing all Subcontractor requests. The Contractor shall allow adequate time in its planning and scheduling for a response from the Port to a Request for Information.
- C. Port may provide information to supplement Drawings and Specifications. Minor items of work or detail that are omitted from the Drawings and Specifications, but inferable from the information presented and normally provided by accepted good practice, shall be provided and/or performed by the Contractor as part of the Contract Sum and within the Contract Time. Similarly, the Engineer may furnish to the Contractor additional Drawings and clarifications, consistent with the Contract Documents, as necessary to detail and illustrate the Work. The Contractor shall conform its Work to such additional Drawings and clarifications at no increase in the Contract Sum or Contract Time.

### 3.03 SUPERVISION AND RESPONSIBILITY FOR SUBCONTRACTORS

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

### 3.04 MATERIALS AND EQUIPMENT

- A. Material and equipment to be new. All materials and equipment to be incorporated into the Work shall be new, unless specifically provided otherwise in the Contract Documents. The Contractor shall, if required in writing by the Port, furnish satisfactory evidence regarding the kind and quality of any materials, identify the source, and warrant compliance with the Contract Documents. The Contractor shall ensure that all materials and equipment are protected, kept dry, and stored under cover in a manner to protect such materials and equipment.
- 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.

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- 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

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

### 3.11 UNCOVERING OF WORK

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

### 3.12 RELOCATION OF UTILITIES

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

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

### 3.13 LABOR

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

### 3.14 INDEMNIFICATION

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

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

### 3.15 WAIVER OF CONSEQUENTIAL DAMAGES

- A. Mutual waiver of consequential damages. The Contractor and Port waive claims against each other for consequential damages arising out of, or relating to, this Contract. This mutual waiver includes, but is not limited to: (1) damages incurred by the Port for rental expenses, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons, and (2) damages incurred by the Contractor for principal and home office overhead and expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business, and reputation, for losses on other projects, for loss of profit, and for interest or financing costs. This mutual waiver includes, but is not limited to, all consequential damages due to either party's termination.
- 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.

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- 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 RCW 39.26.010)

### **5.03 APPRENTICESHIP PARTICIPATION**

- A. In accordance with RCW 39.04.320, fifteen (15) percent Apprenticeship Participation is required for all projects estimated to cost one million (\$1,000,000) dollars or more.
- B. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).
- C. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 by phone at (360) 902-5320, or e-mail at [Apprentice@lni.wa.gov](mailto:Apprentice@lni.wa.gov), to obtain information on available apprenticeship programs.
- D. For each project that has apprentice requirements, the contractor shall submit a "Statement of Apprentice and Journeyman Participation" on forms provided by the Port of Tacoma, with every request for project payment. The Contractor shall submit consolidated and cumulative data collected by the Contractor and collected from all subcontractors by the Contractor. The data to be collected and submitted includes the following:
  1. Contractor name and address
  2. Contract number
  3. Project name
  4. Contract value
  5. Reporting period "Beginning Date" through "End Date"
  6. Name and registration number of each apprentice by contractor
  7. Total number of apprentices and labor hours worked by them, categorized by trade or craft.

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

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

## **ARTICLE 6 - CONTRACT TIME AND COMPLETION**

### **6.01 CONTRACT TIME**

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

### **6.02 PROGRESS AND COMPLETION**

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

DIVISION 00 - Procurement and Contracting Requirements

SECTION 00 72 00 - General Conditions

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

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

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

- d. Contractor markup on Subcontractor costs -- 10% markup for the Contractor on the direct cost (excluding markup) of a change in the Work performed by Subcontractors (and for Subcontractors, for a change in the Work performed by lower-tier Subcontractors); and
- e. Service provider costs -- 5% markup for the Contractor on the direct cost (excluding markup) of a change in the Work performed by service providers.

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

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

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

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

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

### 8.03 CHANGES IN THE CONTRACT TIME

- A. Extension of the Contract Time. If the Contractor is delayed at any time in the commencement or progress of the Work by events for which the Port is responsible, by unanticipated abnormal weather (subject to Section 8.03(E) below), or by other causes not the fault or responsibility of the Contractor that the Port determines may justify a delay in the Contract Time, then the Contract Time shall be extended by Change Order for such reasonable time as the Port may determine. In no event, however, shall the Contractor be entitled to any extension of time absent proof of: (1) delay to an activity on the critical path of the Project, or (2) delay transforming an activity to the critical path, so as to actually delay the anticipated date of Substantial Completion.
- B. Allocation of responsibility for delay not caused by Port or Contractor. If a delay was not caused by the Port, the Contractor, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time but not an increase in the Contract Sum.

- C. Allocation of responsibility for delay caused by Port. If a delay was caused by the Port or someone acting on behalf of the Port and affected the critical path, the Contractor shall be entitled to a change in the Contract Time and Contract Sum in accordance with Section 8.02. The Contractor shall not recover damages, an equitable adjustment, or an increase in the Contract Sum or Contract Time from the Port; however, where the Contractor could reasonably have avoided the delay. The Port is not obligated directly or indirectly for damages for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.
- D. Allocation of responsibility for delay caused by Contractor. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.
- E. Adverse weather. If adverse weather is identified as the basis for a claim for additional time, the claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not reasonably have been anticipated and had an adverse effect on the critical path of construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. For a claim based on adverse weather, the Contractor shall be eligible only for a change in the Contract Time (but not a change in the Contract Sum) if the Contractor can substantiate that there was significantly greater than normal inclement weather considering the full term of the Contract Time.
- F. Damages for delay. In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Port for delay beyond the amount permitted in Section 8.02(B), the total combined damages to the Contractor and any Subcontractors of any tier for each day of delay shall be limited to the reasonable, actual costs of the delay for which the Port is wholly responsible. The limitation on damages set forth in this Section does not apply to any damages arising exclusively from delay to which the Contractor is entitled to recover under Section 8.03(F).
- G. Limitation on damages. The Contractor shall not be entitled to damages arising out of loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant under run; trade stacking; reassignment of workers; rescheduling of Work, concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended or increased overhead or general conditions; profit upon damages for delay; impact damages including cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the markup on Change Orders paid through Section 8.02(B).

#### 8.04 RESERVATION OF RIGHTS

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

## 8.05 UNIT PRICES

- A. Adjustment to Unit Prices. If Unit Prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed (less than eighty percent (80%) or more than one hundred and twenty percent (120%) of the quantity estimated) so that application of a Unit Price would be substantially unfair, the applicable Unit Price but not the Contract Time, shall be adjusted if the Port prospectively approves a Change Order revising the Unit Price.
- 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 fifteen (15) 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 Baseline Project Schedule, and the Port shall continue to make payments of undisputed amounts due in accordance with the Contract Documents.

#### 11.02 MEDIATION

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

#### 11.03 LITIGATION

- A. Claims not resolved by mediation are subject to litigation. Claims not resolved through mediation shall be resolved by litigation, unless the parties mutually agree otherwise. The venue for any litigation shall be Pierce County, Washington. The Contractor may bring no litigation on claims, unless such claims have been properly raised and considered in the procedures of this Article 11. The Contractor must demonstrate in any litigation that it complied with all requirements of this Article.
- 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

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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 00 72 00**

## PART 1 - GENERAL

### 1.01 SUMMARY

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

### 1.02 SUBMITTAL REQUIREMENTS

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

### 1.03 COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE

- A. The Contractor shall secure and maintain until Final Completion, at its sole cost and expense, the following insurance in carriers reasonably acceptable to the Port, licensed in the State of Washington, registered with the Washington State Insurance Commissioner, and possessing an A.M. Best rating of "A-, FSC six (6)" or better.
- B. The Port of Tacoma (Port) will be included as additional insureds for both ongoing and completed operations by endorsement to the policy using ISO Form CG 20 10 11 85 or forms CG 20 10 04 13 and CG 20 37 04 13 (or equivalent coverage endorsements). The inclusion of the Port as additional insureds shall not create premium liability for the Port.

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

- 1. An express waiver of subrogation in favor of the Port;
- 2. A cross liabilities clause; and
- 3. An endorsement stating that the Contractor's policy is primary and not contributory with any insurance carried by the Port.
- C. If the Contractor, Supplier, or Subcontractors will perform any work requiring the use of a licensed professional, per RCW 18, the Contractor shall provide evidence to the Port of professional liability insurance in amounts not less than \$1,000,000.
- D. This insurance shall cover all of the Contractor's operations, of whatever nature, connected in any way with the Contract, including any operations performed by the Contractor's Subcontractors of any tier. **It is the obligation of the Contractor to ensure that all Subcontractors (at whatever level) carry a similar program that provides the identified types of coverage, limits of liability, inclusion of the Port as additional insured(s), waiver of subrogation and cross liabilities clause.** The Port reserves the right to reject any insurance policy as to company, form, or substance. Contractor's failure to provide, or the Port's acceptance of, the Contractor's certificate of insurance does not waive the Contractor's obligation to comply with the insurance requirements of the Contract as specifically described below:
  - 1. Commercial General Liability Insurance on an Occurrence Form Basis including, but not limited to:
    - a. Bodily Injury Liability;
    - b. Property Damage Liability;
    - c. Contractual Liability;
    - d. Products - Completed Operations Liability;

e. Personal Injury Liability;

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

2. Comprehensive Automobile Liability including, but not limited to:
  - a. Bodily Injury Liability;
  - b. Property Damage Liability;
  - c. Personal Injury Liability;
  - d. Owned and Non-Owned Automobile Liability; and
  - e. Hired and Borrowed Automobile Liability.
3. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

- E. Except where indicated above, the limits of all insurance required to be provided by the Contractor shall be not less than \$2,000,000 for each occurrence. If the coverage is aggregated, the coverage shall be no less than two times the per occurrence or per claim limit. However, coverage in the amounts of these minimum limits shall not be construed as to relieve the Contractor from liability in excess of such limits. Any additional insured endorsement shall NOT be limited to the amounts specified by this Contract, unless expressly waived in writing by the Port.
- F. Contractor shall certify that its operations are covered by the Washington State Worker's Compensation Fund. The Contractor shall provide its Account Number or, if self-insured, its Certificate of Qualification Number. The Contractor shall also provide evidence of Stop-Gap Employers' Liability Insurance.
- G. The Contractor shall furnish, within ten (10) days following issuance of the Notice of Award, a certificate of insurance satisfactory to the Port evidencing that insurance in the types and minimum amounts required by the Contract Documents has been secured. The Certificate of Insurance shall be signed by an authorized representative of the insurer together with a copy of the endorsement, which shows that the Port are named as additional insured(s).
- H. Contractor shall provide at least forty-five (45) days prior written notice to the Port of any termination or material change, or ten (10) day's-notice in the case of non-payment of premium(s).

- I. If the Contractor is required to make corrections to the Work after Final Completion, the Contractor shall obtain at its own expense, prior to the commencement of any corrective work, insurance coverage as required by the Contract Documents, which coverage shall be maintained until the corrections to the Work have been completed and accepted by the Port.

#### 1.04 BUILDER'S RISK INSURANCE

- A. Until Final Completion of the Work, the construction Work is at the risk of the Contractor and no partial payment shall constitute acceptance of the Work or relieve the Contractor of responsibility of completing the Work under the Contract.
- B. To the extent the Work provided under this Contract does not include the construction, rehabilitation or repair of any dam, road or bridge, and whenever the estimated cost of the Work is less than \$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 in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Port has an insurable interest in the property, whichever is later. Without further endorsement, the coverage afforded by this insurance includes the interests of the Port, the Contractor, and Subcontractors of any tier on the Project. Coverage for materials intended to be installed in the facility will be covered by the Builder's Risk policy. Losses up to the deductible amount, and payment of any deductible amount, shall be the responsibility of the Contractor. All tools and equipment not intended as part of the construction or installation (including but not limited to Contractor's equipment and tools) will NOT be covered by the policy.

To the extent the Work provided under this Contract involves any dam, roadway or bridge, the value of which exceeds \$250,000, or whenever the estimated cost of the Work is equal to or greater than \$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 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 00 73 16**

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## **PART 1 - GENERAL**

### **1.01 PREVAILING AND OTHER REQUIRED WAGES**

- A. The Contractor shall pay (and shall ensure that all Subcontractors of any tier pay) all prevailing wages and other wages (such as Davis-Bacon Act wages) applicable to the Project.
- B. Pursuant to RCW 39.12, "Prevailing Wages on Public Works," no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the "prevailing rate of wage" in effect as of the date that bids are due.
  1. Based on the Bid Date, the applicable effective date for prevailing wages for this Project is Required MMMM DD, 2020.
- C. The State of Washington prevailing wage rates applicable for this public works Project, which is located in Pierce County, may be found at the following website address of the Department of Labor and Industries:  
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
- D. The schedule of the prevailing wage rates is made a part of the Contract Documents by reference as though fully set forth herein, and a printed copy of the applicable prevailing wage rates are also available for viewing at the Port Administration Building, located at 1 Sitcum Plaza, Tacoma, WA 98421 (253-383-5841). Upon request to the Procurement Department at [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com), the Port will email or mail a hard copy of the applicable Journey Level prevailing wages for this Project.
- E. Questions relating to prevailing wage data should be addressed to the Industrial Statistician.

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

Telephone: (360) 902-5335

Facsimile: (360) 902-5300

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

### **F. Statement to Pay Prevailing Wages**

1. Prior to any payment being made by the Port under this Contract, the Contractor, and each Subcontractor of any tier, shall file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries for approval.
2. The statement shall include the hourly wage rate to be paid to each classification of workers entitled to prevailing wages, which shall not be less than the prevailing rate of wage, and the estimated number of workers in each classification employed on the Project by the Contractor or a Subcontractor of any tier, as well as the Contractor's contractor registration number and other information required by the Department of Labor and Industries.

3. The statement, and any supplemental statements, shall be filed in accordance with the requirements of the Department of Labor and Industries. No progress payment shall be made until the Port receives such certified statement.
- G. The Contractor shall post, in a location readily visible to workers, at the Project site: (i) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician of the Department of Labor and Industries and (ii) the address and telephone number of the Industrial Statistician of the Department of Labor and Industries to whom a complaint or inquiry concerning prevailing wages may be directed.
- H. If a State of Washington prevailing wage rate conflicts with another applicable wage rate (such as Davis-Bacon Act wage rate) for the same labor classification, the higher of the two shall govern.
- I. Pursuant to RCW 39.12.060, if any dispute arises concerning the appropriate prevailing wage rate for work of a similar nature, and the dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his or her decision shall be final and conclusive and binding on all parties involved in the dispute.
- J. Immediately following the end of all Work completed under this Contract, the Contractor and each Subcontractor of any tier, shall file an approved Affidavit of Wages Paid with the Department of Labor and Industries.
- K. The Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold the Port harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs, and expenses, whether direct, indirect, including, but not limited to, attorneys' fees and consultants' fees and other costs and expenses, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or RCW Title 51 ("Industrial Insurance"), including, but not limited to, RCW 51.12.050.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION 00 73 46**

## **PART 1 - GENERAL**

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

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

### **1.02 OCCUPIED BUILDING REQUIREMENTS**

- A. The building will be occupied by Safeboats, a Port tenant, during the work. Due to the nature of the watercraft fabricated in the building the Contractor and all employees as well as all Sub-Contractors and their employees will be required to sign a non-disclosure agreement. Per this agreement the use of cameras, cell phones or other means of documenting pieces or the whole of the watercraft shall be strictly forbidden. Anyone found to be in violation of this agreement shall be immediately removed from the project site and not be allowed to return.
- B. The taking of, distribution or otherwise of photos, videos, drawings or other forms of documentation shall be considered a violation of National Security and will be prosecuted as such.

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

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

**END OF SECTION 00 73 63**

## **PART 1 - GENERAL**

### **1.01 SCOPE**

- A. The accompanying Drawings and Specifications show and describe the location and type of Work to be performed under this project. Work is more specifically defined on the drawings listed in Section 00 01 15.
  1. The Work under this contract is to provide, furnish and install all labor, materials and equipment required to complete the work, installed, tested, and ready for use, and as described in these documents.
  2. The Building 532 Structural Repairs consists of:
    - a. The repair of six (6) Bowstring Trusses in the low profile portion of the building
    - b. The repair of six (6) Girder Trusses in the barrel vault roof portion of the building

### **1.02 LOCATION**

- A. The work is located at:

401 E. Alexander Ave  
Tacoma, WA 98421  
Building 9532

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

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

**END OF SECTION 01 10 00**

## **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.
- 2. Refer to section 00 73 63 Security Requirements concerning photos, videos or other documentation of watercraft that will be in the building during the work.

#### **B. Occupied Building**

- 1. The Contractor will be working in existing buildings which are occupied during normal business hours.
- 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.

#### **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 01 14 00**

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## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 PAYMENT PROCEDURES**

- A. Monthly pay estimates shall clearly identify the work performed for the given time period based on the approved Schedule of Values.

- 1. At the Pre-construction meeting, the Engineer and the Contractor shall agree upon a date each month when payment applications shall be submitted.

- B. For each pay estimate the Contractor shall submit the following:

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

- C. Prior to submitting a payment application, the Contractor and Engineer shall meet each month to review the work accomplished to determine the actual quantities including labor, materials and equipment charges to be billed.

- 1. Prior to the payment application meeting, the Contractor shall submit to the Engineer all measurement documentation as referenced in these contract documents; to include all measurement by weight, volume or field.
    - 2. For all change work being done on a force account basis, the Contractor shall submit prior to meeting with Engineer all Force Account back-up documentation as required to process the payment application where Force Account work is being billed. The Engineer and the Contractor shall review the documentation at the payment application meeting to verify quantities and review the work accomplished.
    - 3. The Contractor shall bring a copy of all documentation to the pay application meeting with the Engineer.
    - 4. The Contractor shall submit the updated baseline project schedule for review prior to submitting the payment application to ensure the payment processing is not held up due to necessary schedule revisions.

- D. Following the Engineers' review, the Contractor shall submit the agreed upon pay estimate electronically, with complete supporting documentation, using e-Builder®.

#### 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 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.

## 1.06 MEASUREMENT AND PAYMENT

### A. Item #1: Mobilization and Demobilization

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

### B. Item #2: Project Administration

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

### C. Item #3: New Glulam Beams at Six (6) Existing Low Roof Trusses.

1. Item Description: The Work of this item includes installation of new structural glulam beams to support six existing "bowstring" trusses at the lower roof area.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

### D. Item #4: New Structural Steel Framing at Six (6) Existing High Roof Girder Trusses.

1. Item Description: The Work of this item includes installation of new structural steel frames and braces to support six existing "girder" trusses at the high roof area. Scope of work also includes the preparation, priming, and field painting of all new structural steel members.
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 based on actual quantities for the period being billed.
- E. Item #5: New Supplemental Roof Framing at East High Bay Overhead Doors.
  1. Item Description: The Work of this item includes supplemental structural roof framing and bracing to support the existing overhead door at the East elevation of the high roof bay.
  2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount Payment: This item will be paid for based on actual quantities for the period being billed.
- F. Item #6: New Concrete Footings and Related Excavation and Repair.
  1. Item Description: The Work of this item includes excavation, preparation, and installation of new concrete footings to support new structural steel columns. Scope of work also includes the backfill and repair of adjacent surfaces disturbed by the work.
  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 based on actual quantities for the period being billed.
- G. Item #7: Miscellaneous Minor Structural and Envelope Repairs.
  1. Item Description: The Work of this item includes miscellaneous minor repairs to the existing structure as noted on the structural drawings, including the splicing and reconnecting of previously cut diagonal bracing. Scope of work also includes the patching and repair of existing metal wall panels removed during the installation of new work.
  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 based on actual quantities for the period being billed.
- H. Item #8: Unforeseen Conditions Allowance.
  1. Item Description: This allowance will be for UNFORESEEN CONDITIONS for work unidentified at the time of bid and will be paid preferably as negotiated unit price(s) or lump sum(s). If unit prices or lump sums cannot be established, work will be paid on a time and materials basis per Section 00 72 00 General Conditions Article 8.0. Work under this bid item shall be accomplished upon written direction from the Engineer as a Minor Change in Work. This entire bid item may not be used.
  2. Measurement: This item will be measured based upon the method agreed upon for each Minor Change issued.
  3. Payment: This item will be paid for at the price agreed upon for each Change in Work issued by the Engineer in accordance with procedures noted in Section 01 26 00 - Change Management Procedures.

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

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

**END OF SECTION 01 20 00**

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## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

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

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

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

### **1.04 MINOR CHANGES IN THE WORK**

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

## 1.05 PROPOSAL REQUESTS

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

## 1.06 PROCEEDING WITH CHANGED WORK

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

## 1.07 CHANGE ORDER PROCEDURES

### A. Issuance of Change Order

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION 01 26 00**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 PREPARATION**

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

### **1.03 SUBMITTAL**

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION**

**3.01 SCHEDULE OF VALUES**

- A. Submit the Schedule of Values in a form acceptable to the Engineer.
- B. Provide updated Schedule of Values as required by the Engineer and as indicated in the Contract Documents.

**END OF SECTION 01 29 73**

## **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 14 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 01 30 00**

## **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 01 31 23**

## **PART 1 GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

- A. Within 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. Within 20 days after review of baseline project schedule, submit draft of proposed complete baseline project schedule for review.
- D. Submit updated progress schedule monthly to the Engineer with each pay application as required in Section 01 20 00 Price and Payment Procedures.

### **1.03 QUALITY ASSURANCE**

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

### **1.04 SCHEDULE FORMAT**

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

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

## **PART 3 EXECUTION**

### **3.01 BASELINE SCHEDULE**

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

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

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

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

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

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

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

### 3.02 PROGRESS SCHEDULE

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

### 3.03 UPDATING SCHEDULE

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

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

**END OF SECTION 01 32 16**

## **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. Category
3. Specification Section information of the applicable section
4. After the submittal log is reviewed and approved by the Engineer, it shall become the basis for the submittal of all items by Contractor.

### **1.03 COMPLIANCE**

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

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

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

### **1.05 SUBMITTAL REVIEW**

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

2. Make Corrections Noted - Same as Item 1, except that minor corrections as noted shall be made by Contractor.
3. Reviewed - Submittal has been reviewed by the Port, does not constitute approval, and the Contractor is responsible for requirements in submittal.
4. Review as Noted - Submittal has to be reviewed by the Port with comments as noted.
5. Revise and Resubmit - Means, rejected because of major inconsistencies or errors. Resolve or correct before next submittal.
6. Rejected - Means, submitted material does not conform to the Contract Documents in a major respect (e.g., wrong material, size, capacity, model, etc.).

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

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

D. Submittals authorized by the Engineer do not in any case supersede the Contract Documents. The approval by the Engineer shall not relieve the Contractor from responsibility to conform to the Drawings or Specifications, or correct details when in error, or ensure the proper fit of parts when installed. A favorable review by the Port of shop drawings, method of work, or information regarding material and equipment Contractor proposes to furnish shall not relieve Contractor of its responsibility for errors therein and shall not be regarded as assumption of risk or liability by the Port or its officers, employees, or representatives. Contractor shall have no claim under the Contract on account of failure or partial failure, or inefficiency or insufficiency of any plan or method of work, or material and equipment so accepted. Favorable review means that the Port has no objection to Contractor using, upon its own full responsibility, the plan or method of work proposed, or furnishing the material and equipment proposed.

E. It is considered reasonable that the Contractor's submittals shall be complete and acceptable by at least the second submission of each submittal. The Port reserves the right to deduct monies from payments due Contractor to cover additional costs for review beyond the second submission.

## PART 2 - PRODUCTS - NOT USED

## PART 3 - EXECUTION

### 3.01 PREPARATION OF SUBMITTALS

- A. The Contractor shall submit all shop drawings, catalog cuts, brochures and physical samples using 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 and 01 32 16, Baseline Project Schedule
  - 2. Per 00 73 63, Emergency Contact Numbers
  - 3. Per 01 35 29, Health and Safety Plan (HASP)
  - 4. Per 01 35 29, Spill Prevention and Countermeasures Plan (SPCC)
  - 5. Per 01 35 47, List of equipment and written certification

### 3.03 MAINTENANCE OF SUBMITTAL LOG

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

**END OF SECTION 01 33 00**

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## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. The work includes the requirements for health and safety provisions necessary for all work at the site for this project. The work also includes compliance with all laws, regulations and ordinances with respect to safety, noise, dust, fire and police action, civil disobedience, security or traffic.
- B. Some of the work tasks may place workers in the potential position of coming into contact with regulated building materials, waste, or environmental media. Detailed information regarding the known nature and extent of refuse and regulated materials in the project area is included in Section 00 31 26 Existing Hazardous Material Information.
- C. The Contractor shall monitor site conditions for indications of identified and other potentially hazardous, dangerous, and/or regulated materials (suspicious material). Indicators of suspicious material include, but are not limited to, refuse, oily sheen or coloring on soil or water, or oily or chemical odors. If suspicious materials are encountered, the Contractor shall stop all work in that area and notify the Engineer immediately.

### **1.02 SUBMITTALS**

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

- g. Odorous conditions and toxic gases;
9. Site housekeeping procedures and personal hygiene practices;
10. Personnel and equipment decontamination plan;
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. Recordkeeping including:
  - a. Documentation of appropriate employee training (e.g., Hazardous Waste Operations and Emergency Response [HAZWOPER] 40-hour training for staff involved with excavation and handling of soil),
15. Name and qualification of person preparing the HASP and person designated to implement and enforce the HASP;
16. Name and qualifications for Certified Safety Professional (CSP) or Certified Industrial Hygienist (CIH) and a copy of the CIH's or CSP's certification and resume, if applicable;
17. Excavation, stockpiling, and truck loading procedures;
18. Lighting and sanitation; and
19. 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.
- D. The Contractor shall include in the HASP recent requirements associated with the State's COVID-19 Job Site Requirements as noted at in the Appendix or online at <https://www.governor.wa.gov/sites/default/files/Phase%201%20Construction%20COVID-19%20Safety%20Requirements%20%28final%29.pdf>.

### 1.03 POTENTIAL CHEMICAL HAZARDS

- A. Site Contaminants
  1. The Contractor must provide site workers with Hazard Communication standard information for potential site contaminants (in accordance with WAC 296-843). The Contractor shall ensure that all site workers are aware of and understand this information. Additional information shall also be provided by the Contractor, as necessary, to meet the Hazard Communication Standard and HASP requirements as noted in WAC 296-901-14010 and 296-843. Workers shall be instructed on basic methods or techniques to assist in detecting suspicious material.
- B. Potential Exposures Routes
  1. Inhalation: Airborne dusts, fibers, particulates, or vapors may be released during site activities. Inhalation of airborne inorganic arsenic may occur.

2. Skin and Eye Contact: Dusts generated during site work activities may settle on the skin or clothing of site workers. Also, workers may contact potentially regulated sediments, or water, in the normal course of their work. Precautions to prevent skin or eye contact with hazardous materials will be included in the HASP. Arsenic exposure may cause skin irritation.
3. Ingestion: Inadvertent transfer of site contaminants from hands or other objects to the mouth could occur if site workers eat, drink, smoke, chew tobacco, or engage in similar activities in work areas. This could result in ingestion of site contaminants. Precautions to prevent accidental or inadvertent ingestion of hazardous materials will be included in the HASP.

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

#### 1.04 POTENTIAL PHYSICAL AND OTHER HAZARDS

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

**D. Firewatch Procedures**

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

**PART 2 - PRODUCTS**

**2.01 SAFETY SIGNAGE**

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

**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. Trenching equipment;
  7. Fire extinguishers;
  8. Equipment to support hot work;

9. Equipment to support lockout/tagout procedures;
10. Scaffolding and fall protection equipment;
11. Personal protective equipment (hard hats, foot gear, skin, eye, and respiratory protection);
12. Area and personnel exposure monitoring equipment;
13. Demolition equipment and supplies;
14. Decontamination equipment and supplies;
15. First aid equipment;
16. Spill response and spill prevention equipment; and
17. Field documentation logs/supplies.

## **PART 3 - EXECUTION**

### **3.01 WORK AREA PREPARATION**

- A. Contractor shall comply with health and safety rules, regulations, ordinances promulgated by the local, state, and federal government, the various construction permits, and other sections of the Contract Documents. Such compliance shall include, but not be specifically limited to: any and all protective devices, equipment and clothing; guards; restraints; locks; latches; switches; and other safety provisions that may be required or necessitated by state and federal safety regulations. The Contractor shall determine the specific requirements for safety provisions and shall have inspections and reports by the appropriate safety authorities to be conducted to ensure compliance with the intent of the regulations.
- B. Contractor shall inform employees, subcontractors and their employees of the potential danger in working with any potentially regulated materials, equipment, soils and groundwater at the project site.
  1. The Contractor shall not proceed with jobsite activities that might result in exposure of employees to hazardous materials, including arsenic, until the HASP is reviewed by the Engineer.
  2. In addition, the Engineer may submit a copy of the Contractor's HASP to Ecology for review. Ecology and the Engineer will review but not approve HASP.
- C. All Contractor employees expected to work at the jobsite or individuals entering the jobsite shall read the Contractor HASP before they enter the jobsite, and will sign a statement provided by the Contractor that they have read and understand the HASP. A copy of the Contractor's HASP shall be readily available at the site at all times the work is being performed.
- D. The Contractor's HASP shall be amended as needed by the CIH or CSP to include special work practices warranted by jobsite conditions actually encountered. Special practices could include provisions for decontamination of personnel and equipment, and the use of special equipment not covered in the initial plan.
- E. Contractor shall perform whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees of the Engineer, Engineer's Representative, and Contractor) and property during the Contract period. This requirement applies continuously and is not limited to normal working hours.

- F. The Engineer's review of the Contractor's performance does not include an opinion regarding the adequacy of, or approval of, the Contractor's safety supervisor, the site-specific HASP, safety program or safety measures taken in, on, or near the job site.
- G. Accidents causing death, injury, or damage must be reported immediately to the Engineer and the Port Security Department in person or by telephone or messenger. In addition, promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- H. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing within 24 hours after occurrence, to the Engineer, giving full details of the claim.

### 3.02 SITE SAFETY AND HEALTH OFFICER

- A. Contractor shall provide a person designated as the Site Safety and Health Officer, who is thoroughly trained in rescue procedures, has a minimum current 40-hour HAZWOPER certification (minimum), and trained to use all necessary safety equipment, air monitoring equipment, and gas detectors. The person must be available and/or present at all times while work is being performed, and conduct testing, as necessary.
- B. The Site Safety and Health Officer shall be empowered with the delegated authority to order any person or worker on the project site to follow the safety rules. Failure to observe these rules is sufficient cause for removal of the person or worker(s) from this project.
- C. The Site Safety and Health Officer is responsible for determining the extent to which any safety equipment must be utilized, depending on conditions encountered at the site.

### 3.03 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 01 35 29**

## **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 01 35 43.13**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 DEFINITIONS**

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

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

#### 1.03 HEALTH AND SAFETY

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

#### 1.04 SUBMITTALS

- A. Prior to excavation of any subsurface materials, the Contractor shall submit a Soils Management Plan to the Engineer. The Soils Management Plan must be approved by the Engineer prior to any excavation of subsurface materials. The Soils Management Plan must include the following:
  1. Identification of all soil disposal facilities anticipated to be used for soils that are determined to be Type A or Type B Regulated Soil.
  2. Identification of all fill sites, disposal/recycling facilities and/or end uses anticipated to be used for soil determined to be Type D Soil in accordance with paragraph 3.02 of this section.
  3. Contingency for delivery and placement of Type C Regulated Soil at an on-site soil stockpile area.

4. Contingency for managing soil/debris encountered during excavation that may disqualify soil for disposal or recycle at the anticipated facilities.
5. General description of how equipment operators, safety staff and other applicable on-site personnel will identify and respond to soil containing potentially regulated material.
6. Contractor shall coordinate with the Engineer to facilitate handling of regulated soil in accordance with this specification.
7. Description of all haul routes to be used on the project.

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

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

## **PART 3 - EXECUTION**

### **3.01 EXCAVATION/TESTING**

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

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

- A. The Contractor shall be responsible for handling, re-handling, loading, transporting, and legal off-site removal of all waste materials and excavated soils not reused onsite.
  1. Contractor shall ensure that transport truck gross weight meets federal and/or state Department of Transportation (DOT) requirements and the requirements of the receiving facility, whichever is more stringent.
  2. Contractor shall take measures to prevent debris from being spilled from trucks or tracked from the site to local streets. Contractor shall sweep streets adjacent to the site as necessary or as directed by the Engineer.
  3. Contractor shall ensure that any vehicle transporting materials offsite are properly labeled and placarded in accordance with federal and state DOT requirements.
- B. Type A Regulated and Type B Regulated Soil shall be hauled to an approved facility by the Contractor for disposal.

- C. Type C Regulated Soil is of unknown origin or special circumstances. Type C Regulated Soil shall be hauled to an on-site segregated stockpile area. The Contractor shall protect the material from weather and other disturbances once stockpiled. The Port will inform the Contractor of the soil profile following additional analysis of the suspect material (as needed), and the soil will be categorized as either Type A Regulated, Type B Regulated or Type D Soil and disposed of accordingly.
- D. Type D Soil that is not reused onsite shall be hauled by the Contractor to a site determined by the Contractor. If the receiving/disposal facility requires additional testing or certification of this soil, Contractor shall complete these requirements, at no additional cost to the Port. The Port will not certify or declare the material suitable for unrestricted use.

### 3.03 OTHER REQUIREMENTS

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

**END OF SECTION 01 35 43.19**

## **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 01 35 47**

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## **PART 1 - GENERAL**

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

- A. The following permits/approvals have been applied for (or are on file) and incorporated into the Contract:
  1. City of Tacoma Building Permit
- 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 01 41 00**

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## **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 01 42 19**

## **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.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION 01 45 00**

## **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

### **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. Use trigger-operated nozzles for water hoses, to avoid waste of water. Do not rinse water from the work area into drains.

### **1.03 TELECOMMUNICATIONS SERVICES**

- A. 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 as required for public access to and thru the existing building. Covered walkways shall be installed wherever access from one area of the building to the other is constrained by the work activities to allow unrestricted access of tenant staff throughout the 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 or required to separate work areas from the Port-occupied areas, to prevent penetration of dust and moisture, debris, paint overspray or spatter or other contaminants 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 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

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

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

**END OF SECTION 01 50 00**

## **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. Haul routes
  - 6. Maintenance
  - 7. Removal, repair

## **PART 2 - PRODUCTS**

### **2.01 SIGNS AND DEVICES**

- A. Traffic Cones and Drums, Lights: As approved.

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

### **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 HAUL ROUTES**

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

### **3.05 MAINTENANCE**

- A. Maintain traffic and parking areas in a sound condition free of construction material, construction equipment, Products, mud, snow, and ice.

- B. Maintain existing paved areas used for construction. Promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

### 3.06 REMOVAL, REPAIR

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

### 3.07 PUBLIC STREET AND ONSITE ROADWAY CLEANING

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

**END OF SECTION 01 55 00**

## **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 01 60 00**

## **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.

## **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. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- E. Restore work with new products in accordance with requirements of Contract Documents.
- F. 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.

**END OF SECTION 01 71 00**

## **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.

- 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 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, and touching up with matching materials. Where damaged or worn items cannot be repaired or restored, provide replacements. 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.

**END OF SECTION 01 74 13**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 ACTION SUBMITTALS**

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

### **1.03 PROJECT SUBMITTALS**

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

### **1.04 SUBSTANTIAL COMPLETION PROCEDURES**

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

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

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

#### 1.06 FINAL COMPLETION PROCEDURES

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

#### 1.07 FINAL ACCEPTANCE PROCEDURES

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

## PART 2 - PRODUCTS

### 2.01 CONTRACTOR'S WARRANTY

- A. The Contractor warrants the labor, materials and equipment delivered under the contract to be free from defects in design, material, or workmanship, and against damage caused prior to final inspection. Unless otherwise specified, this warranty extends for a period of one (1) year from the date of Substantial Completion.
  1. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit the Port's rights under warranty.
  2. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Port or Port tenants during construction.
  3. Submit Warranties to the Engineer as a submittal, as described in 01 33 00 – Submittal Procedures.
  4. Provide additional copies of each warranty in Operation and Maintenance Manuals as described in 01 78 23 – Operation and Maintenance Manuals.
- B. In the event of equipment failure, during such time or in such a location that immediate repairs are mandatory, the Contractor shall respond promptly (within 48 hours), irrespective of day of the week. If the Contractor is not available, the Port will affect repairs. The Contractor shall then reimburse the Port for parts and labor necessary to correct deficiencies as defined within the warranty clause and time.

### 2.02 AS-BUILT DRAWINGS

- A. Project As-Built Drawings: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
- B. Project As-Built Drawings shall be compiled by the Contractor and submitted to the Engineer for translation to the Record Drawings on a monthly basis.
  1. The Project As-Built Drawings will be submitted on paper full-sized (ANSI D) copy.
  2. Drawings shall be kept current and shall be done at the time the material and equipment is installed. Annotations to the record documents shall be made with an erasable colored pencil conforming to the following color code:
    - a. Additions – Red
    - b. Deletions – Green
    - c. Comments – Blue
    - d. Dimensions – Graphite
  3. Project As-Built Drawings must be complete and accepted by the Engineer before Final Completion is issued.
  4. As-Built Drawings shall be in accordance with horizontal and vertical control as shown on the drawings.

## **PART 3 – EXECUTION**

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

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

**END OF SECTION 01 77 00**

## PART 1 – GENERAL

### 1.01 SUMMARY

- A. Work in this section includes:
  - 1. Glued-laminated wood beams (glulam) used to supplement existing wood trusses.
  - 2. Structural composite lumber (SCL) used as supplemental roof bracing.
  - 3. Related framing straps, angles, rods, fasteners, and accessories.

### 1.02 SUBMITTALS

- A. Product Data: For each product indicated, including
  - 1. Glued-laminated wood beams.
  - 2. Structural composite lumber.
  - 3. Attachment components including straps, angles, rods, and fasteners.
- B. Shop Drawings: Submit shop drawings showing full dimensions of each member. Indicate species and stress grade of lumber, type of glue, and other variables in required work.
  - 1. Include details of cuts, connections, holes, and other pertinent data.
- C. Submit certification indicating glued-laminated timbers comply with requirements of the ANSI/AITC A190.1-latest edition.

### 1.03 QUALITY ASSURANCE

- A. Comply with "Structural Glued-Laminated Timber" ANSI/AITC A190.1- latest edition.
- B. Provide composite and factory-glued timber units, produced by an AITC licensed firm, qualified to issue the AITC "Quality Inspected" Mark. Factory mark each piece of glued-laminated timber with the AITC Quality Inspected Mark.

### 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Before shipping or exposing to outdoor conditions, individually wrap each member with manufacturer's standard opaque, durable, water-resistant, plastic-coated paper covering with water resistant seams.
- B. Schedule delivery and installation of glue-laminated and structural wood members to avoid extended on-site storage. Comply with AITC 111 - "Recommended Practice for Protection of Structural Glued-Laminated Timber during Transit, Storage and Erection".
- C. Keep all laminated and composite wood members as dry as possible during all phases. General contractor is responsible for protection of the construction. If jobsite storage is necessary, place members on blocking a minimum of 6" off the ground, away from ponding water, avoiding ground contact, and separated with blocking to allow air circulation around each member. Cover glulam with a waterproof covering which will not allow ultraviolet ray penetration of the materials at the jobsite or at temporary storage area
- D. Store all attachment straps, clips, angles, fasteners, and accessories in a protected place in sealed containers with manufacturer's labels intact.

## PART 2 – PRODUCTS

### 2.01 GLUED-LAMINATED WOOD BEAMS

- A. Lumber shall comply with ANSI/AITC A190.1 and applicable lumber association standards cited therein required to achieve glued laminated timber requirements for allowable stress, appearance, fabrication limitations and species
- B. Materials: Members shall be a combination of 24F-V4 Douglas Fir (DF), industrial appearance grade. Size and camber as shown on the structural drawings.
- C. Size: 6-3/4" x 27", or as indicated in the structural drawings.
- D. Adhesive: Shall be wet-use (waterproof) complying to ANSI/AITC A190.1.
- E. End Sealer: Manufacturer's standard, transparent, colorless wood sealer, effective in retarding transmission of moisture at cross-grain cuts.
- F. Grade Mark: All glued-laminated members shall bear the AITC "Quality Inspected" grade mark including grade and name of manufacturer.

### 2.02 STRUCTURAL COMPOSITE LUMBER (SCL)

- A. Manufacturer: Redbuilt LLC, or approved equal. Refer to structural notes for additional information.
- B. Materials: Western species, composite structural members engineered to meet the minimum design values listed in the structural general notes. Refer to structural notes for additional information.
- C. Size: 3-1/2" x 14", or as indicated in the structural drawings.

### 2.03 FABRICATION

- A. Fabricate structural members in accordance with AITC or APA/EWS. For glued-laminated beams, comply with ANSI/AITC A190.1. Shop-fabricate for connections and connecting hardware to greatest extent feasible, including drilling of bolt holes.
- B. Field verify dimensions and site conditions prior to fabrication. Where dimensions are not completely documented, provide manufacturer's standard sizes and shapes required to fulfill indicated performances
- C. Cut and fit members accurately to length to achieve tight joint fit.
- D. Camber: according to the General Structural Notes on the drawings.
- E. Do not splice or join members in locations other than those indicated without permission.
- F. Provide factory applied, weather-resistant wrapping to protect members until installation.
- G. End-Cut Sealing: Immediately after end-cutting each member to final length, and after wood treatment (if any), apply a saturation coat of end sealer to ends and other cross-cut surfaces, keeping surfaces flood-coated for not less than 10 minutes.
- H. Appearance grade for all structural lumber to be Industrial Grade.

### 2.04 STEEL CONNECTIONS

- A. Provide fabricated steel connections to join laminated to laminated, and laminated to supports, exclusive of items embedded in concrete, masonry, welded to structural steel, or connected to stud walls. Refer to structural drawings for connection details.

- B. Steel work to conform to AISC specifications. All bolts to be hot-dipped galvanized.
- C. Apply one coat of rust-inhibitive primer to all shop fabricated steel.

## **PART 3 – EXECUTION**

### **3.01 EXAMINATION**

- A. Field verify existing conditions and dimensions prior to fabrication of structural lumber components. Review existing wood trusses for any potential conflicts that may impact installation of new structural members, including piping, conduit, and the like.
- B. Portions of the work area are tenant occupied and may be used for the storage and assembly of materials. Contractor to examine all work areas and notify the Engineer of any items that need to be moved or relocated in advance.
- C. Coordinate all laydown and staging areas with the Engineer in advance. Store and stage structural lumber in a manner that will minimize impact to the tenants daily operations.
- D. Verify all work areas are ready to receive new structural supports, and that new connections and bearing angles are installed.

### **3.02 INSTALLATION**

- A. Comply with AITC 111 "Recommended Practice For the Erection of Glulam", manufacturer's instructions, and approved shop drawings. Handle and temporarily support members to prevent damage. All members must be adequately braced until the complete structural system (all pertinent construction materials) has been installed. Correction of minor misfits and a reasonable amount of cutting, reaming, re-drilling, or alignment with drift pins will be considered a legitimate expense of erection.
- B. Provide temporary shores, guys, braces, and other supports during erection to keep structural lumber secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural members, connections, and bracing are in place unless otherwise indicated. Do not remove temporary shoring supporting existing truss members until installation of new glued-laminated beams is complete.
- C. Lift members using protective straps to prevent visible damage. Set structural members level and plumb, in correct positions or sloped where indicated.
- D. Install temporary bracing and anchorage to hold members in place until permanently secured.
- E. Fit members together accurately without trimming, cutting, or other unauthorized modification.
- F. Keep protective wrapping in place until all adjacent work has been completed.

**END OF SECTION 06 18 00**

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## PART 1 – GENERAL

### 1.01 SUMMARY

- A. Work in this section includes:
  1. Corrugated metal wall panels used to infill removed metal siding.
  2. Wall panel accessories including sheet metal trim, closures, and sealant.

### 1.02 SUBMITTALS

- A. Product Data: For each product indicated, submit manufacturer's material and finish data, installation instructions, and general recommendations for siding applications.
- B. Submit shop drawings showing manner of forming, joining, and securing metal wall panels, and pattern of seams.
- C. Samples for Verification: For Metal Wall Panels, submit Sample 12 inches long by actual panel width, including finished seams. Include fasteners, closures, and other attachments.
- D. Installer Qualifications/Certifications.

### 1.03 QUALITY ASSURANCE

- A. Installer Qualification: Engage an experienced installer who has complete sheet metal siding in similar material, design, and extent to that indicated for this project.
- B. Industry Standard: Except as otherwise indicated, comply with applicable recommendations and details of "Architectural Sheet Metal Manual" by SMACNA. Conform to dimensions and profiles shown.
- C. Installer Certifications:
  - a. Installer must be approved in writing by the manufacturer.
  - b. Certification must be achieved prior to the published bid date.
  - c. Have successfully installed five metal siding projects of comparable size and complexity.

### 1.04 PERFORMANCE REQUIREMENTS

- A. Conform to recommendations of "Architectural Sheet Metal Manual", latest edition issued by Sheet Metal and Air conditioning Contractor's National Association (SMACNA) insofar as applicable for all metals.
- B. The metal wall panels used for this project shall be fabricated, preformed, prefinished and tested by the manufacturer at the manufacturer's designated facilities prior to being shipped to the site. Panels preformed on site will not be accepted.
- C. Preformed metal panels are to meet or exceed the following ASTM Standards:
  1. ASTM 1592 for uplift
  2. ASTM 1646 and 1680 for air and water infiltration
  3. ASTM A79 for base-metal coating

### 1.05 PRODUCT DELIVERY

- A. Protect panels against damage and discoloration.

- B. Handle panels with non-marring slings.
- C. Store panels above ground, with one end elevated for drainage.
- D. Protect panels against standing water and condensation between adjacent surfaces.
- E. If panels become wet, immediately separate sheets, wipe dry, and allow to air dry.
- F. Painted panels shall be shipped with protective plastic sheeting or a strippable film coating between all panels. Immediately remove protective film once panels are installed.

#### 1.06 WARRANTY

- A. Finish Warranty: Manufacturer's standard 20-year finish warranty.
- B. Installer Warranty: Warrant panels, flashings, sealants, fasteners, and accessories against defective materials and/or workmanship, to remain watertight and weatherproof with normal usage for two (2) years following Project Substantial Completion date.
- C. All warranty terms and language shall match the sample documents previously reviewed during the submittal phase.

### PART 2 – PRODUCTS

#### 2.01 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering materials that may be incorporated into the work include:
  - 1. AEP Span
  - 2. Metal Sales Manufacturing Corporation
  - 3. Taylor Metals
  - 4. Or approved equal.
- B. Factory Formed: Panels shall be factory formed using permanent roll-forming equipment. Onsite roll-forming or offsite forming using non-factory equipment is not permitted.

#### 2.02 METAL WALL PANELS

- A. Panel Type: Corrugated panel with exposed fasteners, field verify to match existing profile.
  - 1. Panel Profile: ASC Profiles, 2-1/2" Corrugated
- B. Base Metal: Thickness and yield strength as required for performance indicated; with aluminum-zinc alloy coating conforming to ASTM A792, Class AZ50.
  - 1. Thickness: 24 gauge
- C. Exterior Finish: Standard 2-coat PVDF finish, color to be selected.
- D. Color: To be selected from manufacturer's full range of standard colors, excluding premium or metallic colors.
- E. Metal Flashing: Shop fabricated from material of same gauge and color to match metal wall panels. Field verify all dimensions and install in accordance with manufacturer's instructions.

## 2.03 ACCESSORIES

- A. General: Except as indicated as work of another specification section, provide components required for a complete wall panel system, including trim, copings, fascias, ridge closures, clips, seam covers, battens, flashings, gutters, louvers, sealants, gaskets, and closure strips. Match materials and finishes of existing metal wall panels.
- B. Sealant tape: Pressure-sensitive 100 percent solids polyisobutylene compound sealing tape with release paper backing. Provide permanently elastic non-sag, nontoxic, non-staining butyl tape supplied by the wall panel manufacturer.
- C. Joint Sealant: One-part elastomeric polyurethane sealant for use at trim and closures.
  - 1. Sika – “Sikaflex 1A”
  - 2. Tremco – “Vulkem 116”
  - 3. Or approved equal.

## PART 3 – EXECUTION

### 3.01 EXAMINATION

- A. Examine substrates and conditions under which metal panels are to be installed and verify that work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.02 INSTALLATION – METAL WALL PANELS

- A. Except as otherwise indicated or specified, comply with recommendations and instructions of the manufacturer of sheet metal being fabricated and installed.
- B. Separate dissimilar metals by painting each metal surface in area of contact with a bituminous coating, by applying rubberized asphalt underlayment to each metal surface, or by other permanent separation as recommended by manufacturers of dissimilar metals.
- C. Field Measurements and Layout
  - 1. Field verify and measure all wall areas prior to fabrication. Notify the Engineer if measurements differ from those shown on the drawings.
- D. Protection:
  - 1. Coat the back side of metal wall panels with bituminous coating where it will be in contact with wood, dissimilar metals, or cementitious construction.
  - 2. Protect existing construction from damage during installation of new wall panels.
- E. Provide for thermal expansion and contraction of the work. Seal joints as shown and as required for leak proof construction. Shop-fabricate all flashing and trim to the greatest extent possible.
- F. Sealant-type joints: Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to conceal sealant completely. When ambient temperature is moderate at time of installation (40 deg to 70 deg F) set joint members for 50% movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.

G. Fabricate and install work with lines and corners of exposed units true and accurate. Form exposed faces flat and free of buckles, excessive waves, and avoidable tool marks considering temper and reflectivity of the metal. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant. Except as otherwise indicated, fold back sheet metal to form a hem on concealed side of exposed edges.

### 3.03 CLEANING AND PROTECTION

- A. Remove protective film from exposed surfaces of metal wall panels promptly upon installation. Strip with care to avoid damage to finishes.
- B. Clean exposed metal surfaces of substances that would interfere with uniform oxidation and weathering.
- C. Do not apply touch-up paint to damaged paint areas that involve minor scratches. Panels or flashing that have paint and/or substrate damage shall be replaced as directed by the Engineer.
- D. Provide final protection in a manner acceptable to installer that ensures that metal siding is without damage or deterioration at the time of Substantial Completion.

**END OF SECTION 07 42 13**

## PART 1 - GENERAL

### 1.01 SUMMARY

- A. Work in this section includes:
  - 1. Field application of high performance aliphatic acrylic polyurethane coatings.
- B. Items to be receive special coatings include:
  - 1. Interior and exterior structural steel framing and components.

### 1.02 SUBMITTALS

- A. Provide product data for each coating system specified, including block fillers and primers.
  - 1. Provide the manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
  - 2. List each material and cross-reference the specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
- B. Samples for Verification Purposes: Provide samples of each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.
  - 1. Provide stepped Samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing Samples for review. Resubmit until required sheen, color, and texture are achieved.
  - 2. Provide a list of materials and applications for each coat of each sample. Label each sample for location and application.

### 1.03 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator who has completed coating system applications similar in material and extent to that indicated for this Project.
- B. Single-Source Responsibility: Provide primers and undercoat material produced by the same manufacturer as the finish coats for each type of coating. Use only thinners recommended by the manufacturer and only within recommended limits.

### 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
  - 1. Product name or title of material.
  - 2. Product description (generic classification or binder type).
  - 3. Manufacturer's name, stock number and date of manufacture.
  - 4. Contents by volume, for major pigment and vehicle constituents.
  - 5. Thinning instructions.
  - 6. Application instructions.
  - 7. Color name and number.
  - 8. Handling instructions and precautions.

- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.
  - 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and applying the coatings.

## 1.05 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be coated and surrounding air temperatures are between 45 and 95 deg F (7 and 35 deg C).
- B. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dewpoint; or to damp or wet surfaces.
  - 1. Allow wet surfaces to dry thoroughly and attain the temperature and conditions specified before proceeding with or continuing the coating operation.
  - 2. Painting may continue during inclement weather if surfaces and areas to be coated are enclosed and the temperature within the area can be maintained within limits specified by the manufacturer during application and drying periods.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance, provide products by one of the following:
  - 1. Tnemec Company, Inc.
  - 2. Or approved equal

### 2.02 SPECIAL COATING MATERIALS, GENERAL

- A. Material Compatibility: Provide primers, finish coat material, and related 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.
- B. Material Quality: Provide the highest grade of the various coatings as regularly manufactured by acceptable coating manufacturers. Materials not displaying manufacturer's identification as a best-grade product will not be acceptable.
  - 1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Examine substrates, areas and conditions, with the Applicator present, under which coating will be performed for compliance with application requirements.
  - 1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
  - 2. Start of application will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

- B. Coordination of Work: Review other Sections in which coatings are provided to ensure compatibility of the total systems for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
  - 1. Notify the Engineer of anticipated problems using the coatings specified over substrates primed by others.

### 3.02 PREPARATION

- A. General: Remove hardware and hardware accessories, plate, machined surfaces, and similar items already installed that are not to be coated. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying coatings or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.
  - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
  - 1. Provide barrier coats over incompatible primers or remove and reprime. Notify the Engineer in writing of problems anticipated when using the specified finish-coat material with substrates primed by others.
    - a. Prepare surfaces to be painted in accordance with SSPC-SP3 Surface Preparation (hand tools).
    - b. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, solvent clean, and touch up with the same primer as the shop coat.
- D. Materials Preparation: Mix and prepare paint materials according to the coating manufacturer's written instructions.
  - 1. Maintain containers used in mixing and applying coatings in a clean condition, free of foreign materials and residue.
  - 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
  - 3. Use only thinners approved by the manufacturer and only within recommended limits.
- E. Tinting: Tint each undercoat a lighter shade to facilitate identifying each coat where multiple coats of the same materials are to be applied. Tint undercoats to match the color of the finish coat but provide sufficient difference in shade to undercoats to distinguish each separate coat.

### 3.03 APPLICATION

- A. General: Take special care and precaution to protect tenant's possessions from paint droppings and overspray. Apply special coatings by brush, roller, squeegee, or other applicators according to manufacturer's written instructions. Use brushes best suited for the material being applied. Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
  - 1. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable coating film.
  - 2. Coating colors, surface treatments, and finishes are indicated in the Schedules.
  - 3. Provide finish coats that are compatible with primers used.
  - 4. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions sand between applications.
  - 5. If undercoats or other conditions show through the final coat, apply additional coats until the cured film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
- B. Scheduling Coating: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for coating as soon as practicable after preparation and before subsequent surface deterioration.
  - 1. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, or other applicators according to manufacturer's written instructions. Limit the use of spray applicators to exterior materials only.
  - 1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being coated.
  - 2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
  - 3. Spray Equipment: Use airless spray equipment at the exterior only, with orifice size as recommended by the manufacturer for the material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- E. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to the material required to be coated or finished that has not been prime coated by others.
  - 1. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects caused by insufficient sealing.

- F. Brush Application: Brush-out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Neatly draw glass lines and color breaks.
  - 1. Apply primers and first coat by brush unless the manufacturer's instructions permit using mechanical applicators.
- G. Mechanical Applications: Spray application of coatings shall be limited to exterior members in an effort to prevent damage to the tenant's property and stored material. Use mechanical methods to apply coating when permitted by the manufacturer's recommendations and governing regulations.
  - 1. Wherever using spray application, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double-back with spray equipment building-up film thickness of two coats in one pass, unless recommended by the manufacturer.
- H. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or recoat work not complying with requirements.

#### 3.04 PROTECTION

- A. Fully protect tenant occupied areas from paint droppings and overspray. Limit spray application of coatings to the exterior only.
- B. Protect work of other trades, whether being coated or not, against damage from coating operation. Correct damage by cleaning, repairing or replacing, and recoating, as approved by Engineer. Leave in undamaged condition.
- C. Provide "Wet Paint" signs to protect newly coated finishes. Remove temporary protective wrappings provided by others to protect their work after completing coating operations.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

#### 3.05 SPECIAL COATING SCHEDULE

- A. Provide the following coating systems for substrates indicated.
- B. Interior and exterior structural steel framing members:
  - 1. High-Performance, Polyamide-Epoxy Coating System: Provide two coats of Aliphatic polyester polyurethane finish.
    - a. Primer: Tnemec Series 73 "Endura-Shield": 2-3 mils DFT
    - b. Finish Coats: Tnemec Series 73 "Endura-Shield": 2-3 mils DFT
    - c. Color: To be selected by the Engineer from manufacturer's standard colors.

**END OF SECTION 09 91 00**

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## **APPENDIX A:**

### **Hazardous Building Materials Assessment**

**Report by: DH Environmental, Inc.**  
**Report Date: March 31<sup>st</sup>, 2021**



# Hazardous Building Materials Assessment

**401 East Alexander Ave.  
Tacoma, WA 98421**

**31 March 2021**



**Prepared for:**  
Port of Tacoma  
One Sitcum Plaza  
Tacoma, WA 98421

**Prepared by:**  
DH Environmental, Inc.  
1011 SW Klickitat Way,  
Suite 107  
Seattle, WA 98134

Contract Number: 071257  
Task Order Number: 02

## EXECUTIVE SUMMARY

The Port of Tacoma (POT) retained DH Environmental, Inc. (DH Environmental) to conduct a hazardous building materials assessment on Building 532 located at 401 East Alexander Ave. in Tacoma, WA. DH Environmental provided two AHERA accredited building inspectors to conduct the assessment on March 11<sup>th</sup> and 12<sup>th</sup>, 2021. The scope of the services included assessing the building for hazardous building materials in anticipation of a forthcoming remodel.

DH Environmental assessed the building for the following hazardous building materials:

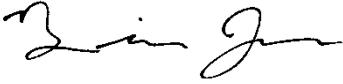
- Asbestos-containing materials (ACM)
- Lead-based paints (LBP)
- Polychlorinated Biphenyls (PCBs)

Nine bulk samples of suspect asbestos-containing materials were collected and analyzed using polarized light microscopy (PLM). None of the materials sampled and analyzed were found to contain asbestos greater than the 1% reporting limit by PLM. Table 1 shows the results of the asbestos samples.

One hundred and fifty-five (155) locations in the residence were analyzed using an X-ray fluorescence analyzer (XRF). Sixteen (16) of the locations were found to contain lead above the Federal lead-based paint concentration criteria of 1 mg/cm<sup>2</sup>. Table 2 shows the results of the areas that have tested positive for LBP.

Four samples of suspected PCB containing paint were collected and analyzed for PCBs by EPA Method 8082. All of the samples were below the regulatory limit of 50 mg/kg for PCBs. However, two samples did exhibit low level concentrations of PCBs, which may be problematic for recycling the metal as scrap. The location of the samples collected are shown in Figure 6. Table 3 shows the results of the PCB samples.

## PROJECT INFORMATION

Project Title	Port of Tacoma – Building 532 401 East Alexander Ave. Tacoma, WA 98421
Assessment Conducted by	DH Environmental, Inc. 1011 SW Klickitat Way, Suite 107 Seattle, WA 98134
Project Owner	Port of Tacoma Contract Number: 071257 Task Order Number: 02
Owner's Representative	Stanley Sasser Environmental and Planning Port of Tacoma
Assessment Personnel	Brian Johnson, OHST, CIT AHERA Accredited Building Inspector Certified Lead Risk Assessor  Travis Forslund, CHMP AHERA Accredited Building Inspector
Survey Date(s)	11 March 2021 & 12 March 2021
Report Delivery Date	31 March 2021
Report Prepared by	 Brian Johnson, OHST, CIT AHERA Accredited Building Inspector Certified Lead Risk Assessor EHS Program Manager
Report Reviewed by	  Expires 01 December 2021  David Hill, PE, CHMM, CPEA Principal DH Environmental, Inc.

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- Attachment 2 Laboratory Analytical Reports
- Attachment 3 XRF Data
- Attachment 4 Laboratory Certifications
- Attachment 5 Inspector Certifications

## **1.0 INTRODUCTION**

The Port of Tacoma retained DH Environmental, Inc. (DH Environmental) to conduct a hazardous building materials assessment on Building 532 located at 401 East Alexander Ave. in Tacoma, WA. DH Environmental provided two AHERA accredited building inspectors to conduct the assessment on March 11<sup>th</sup> and 12<sup>th</sup>, 2021.

### **1.1 Scope of Services**

The scope of the services included a survey of the building for hazardous building materials. The survey was conducted in anticipation of a forthcoming remodel in accordance with 40 CFR 763, Puget Sound Clean Air Agency Regulation III, Article 4.02(a), and the Washington State Dangerous Waste Regulations (WAC 173-303).

DH Environmental assessed the building for the following hazardous building materials:

- Asbestos-containing materials
- Lead-based paints
- Polychlorinated Biphenyls

### **1.2 Assessment Objective**

The objective of this hazardous building materials assessment is to assist the POT with communicating the presence of ACM as well as the location, and quantity of ACM to employees, vendors, and contractors working in the project area. In addition, this assessment is meant to satisfy the requirements for an asbestos survey for the Puget Sound Clean Air Agency (PSCAA) and a good faith inspection as required by Washington State Department of Labor and Industries' Division of Occupational Safety and Health (DOSH) regulations prior to building demolition or renovation. Regulations require that a complete copy of this assessment be kept in a conspicuous location on-site at all times during activities that may impact known and suspect ACM.

## 2.0 SITE DESCRIPTION

Building 532 is an “L” shaped single-story warehouse approximately 65,000 square feet in size. The building was constructed between 1931 and 1940. The current use for the building is a storage warehouse that is being utilized by tenants of the POT.

## **3.0 ASBESTOS CONTAINING MATERIALS ASSESSMENT**

### **3.1 Applicable ACM Regulations**

The Washington State Department of Labor and Industries' Division of Occupational Safety and Health (DOSH) and the Puget Sound Clean Air Agency regulate building materials that contain more than 1 percent asbestos as ACM for protection of human health and the environment.

DOSH regulates worker exposure to airborne asbestos fibers during general work activities and construction and demolition activities (WAC 296-62-077). Worker exposure to airborne asbestos fibers must be below the Permissible Exposure Level (PEL) of an 8-hour time-weighted average (8-hr TWA) of 0.1 fiber per cubic centimeter (f/cc) of air. DOSH regulations establish engineering controls and work practices that are designed to mitigate workers exposure to asbestos in the workplace.

The Puget Sound Clean Air Agency (PSCAA) regulates the release of airborne asbestos fibers in King County and surrounding areas. Specifically, PSCAA under Article IV, Regulation III regulates emissions of asbestos during building renovation and demolition projects. This regulation requires that an asbestos survey be conducted prior to demolition, that PSCAA be notified prior to commencing with demolition activities, that ACM be removed prior to demolition, and that asbestos-containing waste materials be properly removed and disposed of in a manner that prevents the release of airborne asbestos fibers. In addition, the United States Environmental Protection Agency (USEPA) requires asbestos abatement workers and supervisors to be trained and certified in accordance with 40 CFR 763 Subpart E, Appendix C. DOSH has analogous training requirements for abatement workers in WAC 296-65. The EPA and DOSH training and certification requirements apply to abatement work for buildings at the subject property.

### **3.2 Sampling Methodology**

The ACM sampling methodology conducted for this assessment was conducted in accordance with Puget Sound Clean Air Agency Guidance Document 66-149, Asbestos Survey Guidance Rev. 2., as well as related AHERA Protocols.

Areas of the interior and exterior that will be impacted by the scheduled remodel were investigated thoroughly looking for suspected ACM. Destructive sampling was needed in some areas to help identify building material components. Where appropriate, suspect ACM was grouped as homogenous if the materials were similar in appearance. Due to access issues, it is possible that other hazardous building materials may be found throughout the building in the walls, voids, and other concealed areas. The locations of the sample collections are shown in Figure 2.

Samples were collected, containerized, and delivered to NVL Environmental Laboratories in Seattle, WA following standard chain of custody procedures. Suspect ACM samples were analyzed per EPA Method 600/R93/116 by Polarized Light Microscopy (PLM) analysis. NVL is a National Voluntary Laboratory Accreditation Program (NVLAP) – certified laboratory, certification number 102063-0 (see attachment 4).

### 3.3 Sampling Results

Nine bulk samples of suspect asbestos-containing materials were collected and analyzed using polarized light microscopy (PLM). None of the materials sampled and analyzed were found to contain asbestos greater than 1%.

Sample ID	Material Description	Sample Location	Concentration	Material Quantity Estimate (if applicable)
POT-Bldg532-ACM-01	Layer 1: Yellow foamy material with debris	Building 532	ACM (%): ND	NA
POT-Bldg532-ACM-02	Layer 1: Beige paint with wood debris	Building 532	ACM (%): ND	NA
POT-Bldg532-ACM-03	Layer 1: Loose white paint with wood debris	Building 532	ACM (%): ND	NA
POT-4425-ACM-04	Layer 1: Multicolored layered paint with debris	Building 532	ACM (%): ND	NA
POT-4425-ACM-05	Layer 1: Multicolored layered paint with debris	Building 532	ACM (%): ND	NA
POT-4426-ACM-06	Layer 1: Multicolored layered paint with debris	Building 532	ACM (%): ND	NA
POT-Bldg532-Ext-ACM-07	Layer 1: Black asphaltic fibrous material with black asphaltic mastic and debris	Building 532	ACM (%): ND	NA
POT-Bldg532-Ext-ACM-08	Layer 1: Black asphaltic fibrous material with black asphaltic mastic and debris	Building 532	ACM (%): ND	NA
POT-Bldg532-Ext-ACM-09	Layer 1: Black layered asphaltic fibrous material with black asphaltic mastic and paint	Building 532	ACM (%): ND	NA

Table 1: ACM Sample Results

ND: Not Detected at Reporting Limit

NA: Not Applicable

ACM: Asbestos Containing Material

## 4.0 LEAD BASED PAINT (LBP) ASSESSMENT

### 4.1 Applicable LBP Regulations

DOSH regulates exposure of workers in general industry (WAC 96-62-07521) and construction workers (WAC 296-155-176) to lead in the workplace. The regulations provide engineering controls and work practices to minimize worker exposures. These regulations are applicable to renovation/demolition activities that have the potential to expose workers to airborne concentrations of lead at or above the 8-hr time weighted average (TWA) action level of 30 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ) of air. Workers must not be exposed to lead at concentrations greater than the permissible exposure limit (PEL) of 50  $\mu\text{g}/\text{m}^3$  for an 8-hr TWA. Employers are responsible for determining whether their employees will be exposed to lead. A negative exposure assessment is required, consisting of modeling or air monitoring to verify that workers are not being exposed above the action level. If an exposure assessment cannot be conducted for demolition activities, workers coming into contact with deteriorated paint and paint dust should wear a half-face respirator with a particulate cartridge, coveralls or similar full-body work clothing, gloves, safety glasses, and shoes or disposable shoe coverlets. If the negative exposure assessment reveals that workers are exposed to lead dust above the PEL, the requirements of WAC 296-62-07521 must be implemented, including training, air monitoring, and medical surveillance.

The USEPA and Washington State require generators of solid waste to determine whether their waste is a dangerous waste for proper accumulation, transportation and disposal. For demolition debris-related waste that potentially contains lead or other heavy metals, a representative sample(s) of the debris must be analyzed by the Toxicity Characteristic Leachate Procedure (TCLP) in accordance with WAC 173-303-090. Solid wastes containing leachable lead detected at a concentration of 5 mg/L or greater must be accumulated, stored, transported and disposed of as dangerous waste. Scrap metal that will be recycled is exempt from regulation as a Dangerous Waste in accordance with WAC 173-303-071(ff).

### 4.2 LBP Sampling Methodology

The testing of suspected lead painted surfaces was conducted by portable XRF lead-based paint analyzer. XRF instruments expose a building component to electromagnetic radiation in the form of X-rays or gamma radiation. In response to radiation, each element, including lead, emits energy at a fixed and characteristic level. Emission of characteristic x-rays is called "X-Ray Fluorescence," or XRF. The energy released is measured by the instrument's fluorescence detector and displayed. All of the inconclusive ranges and/or thresholds are based on an XRF detection limit of 1.0 mg/cm<sup>2</sup>, which is also the lower limit for classification of lead-based paint per the U.S. Environmental Protection Agency (USEPA) and the U.S. Department of Housing and Urban Development (HUD). The lead-based paint inspection was conducted in accordance with the methodologies set forth by the HUD and the XRF manufacturer's guidelines.

The locations of the sample collections are shown in Figures 1 through 8.

#### 4.3 LBP Sampling Results

One hundred and fifty-five (155) locations on the interior and exterior were analyzed using an X-ray fluorescence analyzer (XRF). Sixteen (16) of the locations were found to contain lead above the Federal lead-based paint concentration criteria of 1 mg/cm<sup>2</sup>. Table 2 represents the tests that were confirmed positive for lead concentrations exceeding the threshold of 1 mg/cm<sup>2</sup>. A complete list of test locations and findings can be found in Attachment 3.

Sample ID	Space Name	Component	Substrate	Color	Concentration	Notes
Sample # 55	Crane 4425	Walkway	Wood	Blue	Lead Concentration: 2.8 mg/cm <sup>2</sup>	
Sample # 56	Crane 4425	Walkway Frame	Metal	Blue / Red	Lead Concentration: 6.4 mg/cm <sup>2</sup>	
Sample # 58	Crane 4425	Structural Beam	Metal	Blue	Lead Concentration: 4.3 mg/cm <sup>2</sup>	
Sample # 59	Crane 4425	Crane Hook	Metal	Red	Lead Concentration: 1.7 mg/cm <sup>2</sup>	
Sample # 61	Crane 4425	Operator Controls	Metal	Blue / Red	Lead Concentration: 2.4 mg/cm <sup>2</sup>	
Sample # 62	Crane 4426	Walkway	Wood	Blue	Lead Concentration: 1.5 mg/cm <sup>2</sup>	
Sample # 65	Crane 4426	Structural Beam	Metal	Blue	Lead Concentration: 8.6 mg/cm <sup>2</sup>	
Sample # 69	Dry Storage Crane Rail	Crane Rail	Metal	Rust	Lead Concentration: 17.4 mg/cm <sup>2</sup>	
Sample # 70	Crane 4425	Stairs	Metal	White	Lead Concentration: 1.3 mg/cm <sup>2</sup>	
Sample # 74	Dry Storage Crane Rail	Crane Rail	Metal	White	Lead Concentration: 5.4 mg/cm <sup>2</sup>	
Sample # 85	Dry Storage	Siding	Metal	White	Lead Concentration: 2.4 mg/cm <sup>2</sup>	
Sample # 89	Dry Storage	Siding	Metal	White	Lead Concentration: 3.2 mg/cm <sup>2</sup>	
Sample # 158	Exterior	Siding	Metal	Grey	Lead Concentration: 3.9 mg/cm <sup>2</sup>	
Sample # 162	Exterior	Structural Beam	Metal	Grey	Lead Concentration: 35 mg/cm <sup>2</sup>	
Sample # 163	Exterior	Structural Beam	Metal	Grey	Lead Concentration: 18.2 mg/cm <sup>2</sup>	
Sample # 164	Exterior	Structural Beam	Metal	Grey	Lead Concentration: 20.4 mg/cm <sup>2</sup>	

Table 2: LBP Sample Results  
mg/cm<sup>2</sup>: milligrams per Square Centimeter  
LBP: Lead Based Paint

## 5.0 POLYCHLORINATED BIPHENYLS (PCBs) ASSESSMENT

### 5.1 Applicable PCB Regulations

Common PCB building materials include caulking, paint, and adhesives. Current regulations require the removal of building materials containing PCBs if found with concentrations of 50 parts per million (ppm) or greater. Reinforcing this regulatory interpretation, EPA's current policy is clearly stated on the agency's website under a page titled *Current Best Practices for PCBs in Caulk Fact Sheet - Removal and Clean-Up of PCBs in Caulk and PCB-Contaminated Soil and Building Material*<sup>1</sup>. The website states the following: "Caulk containing PCBs at concentrations  $\geq$  50 ppm is not authorized for use and must be removed and properly disposed. When disposed, the caulk must be managed as *PCB bulk product waste*, defined at 40 CFR §761.3. Regulations governing the cleanup and disposal of *PCB bulk product waste* are provided at 40 CFR §761.62. PCB-containing caulk or caulk coated building material containing PCBs at concentrations  $\geq$  50 ppm must be removed unless otherwise approved by EPA under a risk-based disposal approval issued under 40 CFR § 761.62(c)."

PCBs are also contained within the fluorescent lamp capacitors and interior potting material of old, magnetic lighting fixtures. The capacitor regulates the amount of electricity flowing into the lighting fixture, and the potting material insulates the FLB and reduces the "humming" noise. Because all PCB-containing fluorescent light ballasts currently in use have exceeded their designated life span, they are susceptible to leaking or rupturing. This may lead to increased exposure to building occupants. Residues from these sources are difficult and costly to clean up. Additionally, intact PCB-containing fluorescent light ballasts may emit small amounts of PCBs into the air during normal use of the lighting fixtures.

EPA recommends all PCB-containing fluorescent light ballasts be removed from lighting fixtures. The fluorescent light ballasts and capacitors are regulated in concentrations greater than 50 mg/kg by the USEPA, and at concentrations greater than 2 mg/kg by the Washington State Department of Ecology. In accordance with 40 CFR 761.2, "any person must assume that a capacitor manufactured prior to July 2, 1979, whose PCB concentration is not established contains  $\geq$ 500 ppm PCBs. Any person may assume that a capacitor manufactured after July 2, 1979, is non-PCB (i.e., <50 ppm PCBs). If the date of manufacture is unknown, any person must assume the capacitor contains  $\geq$ 500 ppm PCBs. Any person may assume that a capacitor marked at the time of manufacture with the statement "No PCBs" in accordance with § 761.40(g) is non-PCB."

Although the Washington State Department of Ecology does regulate PCBs at 2 ppm, which is lower than the USEPA regulatory limit of 50 ppm under the Toxic Substance Control Act, this only applies to discarded transformers, capacitors or bushings containing PCBs at concentrations of 2 ppm or greater (except when drained of all free flowing liquid) and the following wastes generated from the salvaging, rebuilding, or discarding

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<sup>1</sup> <http://www.epa.gov/pcbsincaulk/caulkremoval.htm>

of transformers, capacitors or bushings containing PCBs at concentrations of 2 ppm or greater: Cooling and insulating fluids and cores, including core papers. PCBs in hazardous building materials such as paint and caulking are not subject to the 2 ppm regulatory limit under the Dangerous Waste Regulations.

## 5.2 PCB Sampling Results

Four samples of suspected PCB containing materials were collected and analyzed for PCBs by EPA Method 8082. The samples were below the regulatory limit of 50 mg/kg for PCBs. The location of the samples collected are shown in Figures 6. Table 3 below shows the results of the PCB sample.

Sample ID	Material Description	Sample Location	Concentration	Material Quantity Estimate (if applicable)
POT-Bldg532-PCB-01	Paint	Building 532	PCBs (mg/kg): ND	NA
POT-4425-PCB-02	Paint	Crane 4425	PCBs (mg/kg): 2.0	NA
POT-4425-PCB-03	Paint	Crane 4425	PCBs (mg/kg): 1.3	NA
POT-4426-PCB-04	Paint	Crane 4426	PCBs (mg/kg): ND	NA

Table 3: PCB Sample Results  
mg/kg: milligrams per kilogram (parts per million)  
ND: Not Detected at Reporting Limit  
PCB: Polychlorinated Biphenyls

## 6.0 CONCLUSIONS AND RECOMMENDATIONS

### 6.1 Asbestos Containing Materials

None of the materials sampled and analyzed were found to contain asbestos greater than the 1% reporting limit by PLM. Per 29 CFR 1926.1101, WAC 296-62-077, and Puget Sound Clean Air Agency Regulation 3 building materials that contain greater than 1% asbestos are considered “Asbestos Containing Materials” by definition. Therefore, we recommend that this work should not be considered an “Asbestos Project” as defined in the Puget Sound Clean Air Agency Regulation 3, or WAC 296-62-07701.

### 6.2 Lead Based Paint

Lead was detected in some of the building materials sampled. Therefore, we recommend implementation of engineering and work practice controls to reduce and maintain employee exposure to lead to or below the permissible exposure limit<sup>2</sup> to the extent that such controls are feasible in accordance with WAC 296-155-17611.

If the structure is going to be demolished, the LBP materials should be tested for the Toxicity Characteristic Leachate Procedure and designated in accordance with WAC 173-303-090 prior to off-site disposal. Scrap metal that will be recycled is exempt from regulation as a Dangerous Waste in accordance with WAC 173-303-071(ff).

### 6.3 Polychlorinated Biphenyls

Four samples of suspected PCB containing coating were collected and analyzed for PCBs by EPA Method 8082. All samples were below the regulatory limit of 50 mg/kg for PCBs. However, two of the samples collected on Crane 4425 were found to contain low level PCB concentrations of 2.0 and 1.3 mg/kg. While these levels of PCBs do not trigger regulation under the federal Toxic Substance Control Act regulations, the presence of PCBs in general may prove problematic for handling and recycling. For example, if paint chips are flaking there is inherent risk of PCB deposition into soil and/or stormwater during demolition and deconstruction. In addition, scrap metal receiving facilities may reject the scrap metal if PCBs are present at any level.

We recommend implementation of appropriate Best Management Practices during demolition and deconstruction to limit paint dispersal into soil or stormwater. In addition, we recommend confirming the scrap metal recycling facility can accept and is willing to accept the scrap metal with low level PCBs.

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<sup>2</sup> WAC 296-155-17607 (1): You must ensure that no employee is exposed to lead at concentrations greater than 50 micrograms per cubic meter of air (50  $\mu\text{g}/\text{m}^3$ ) averaged over an 8-hour period.

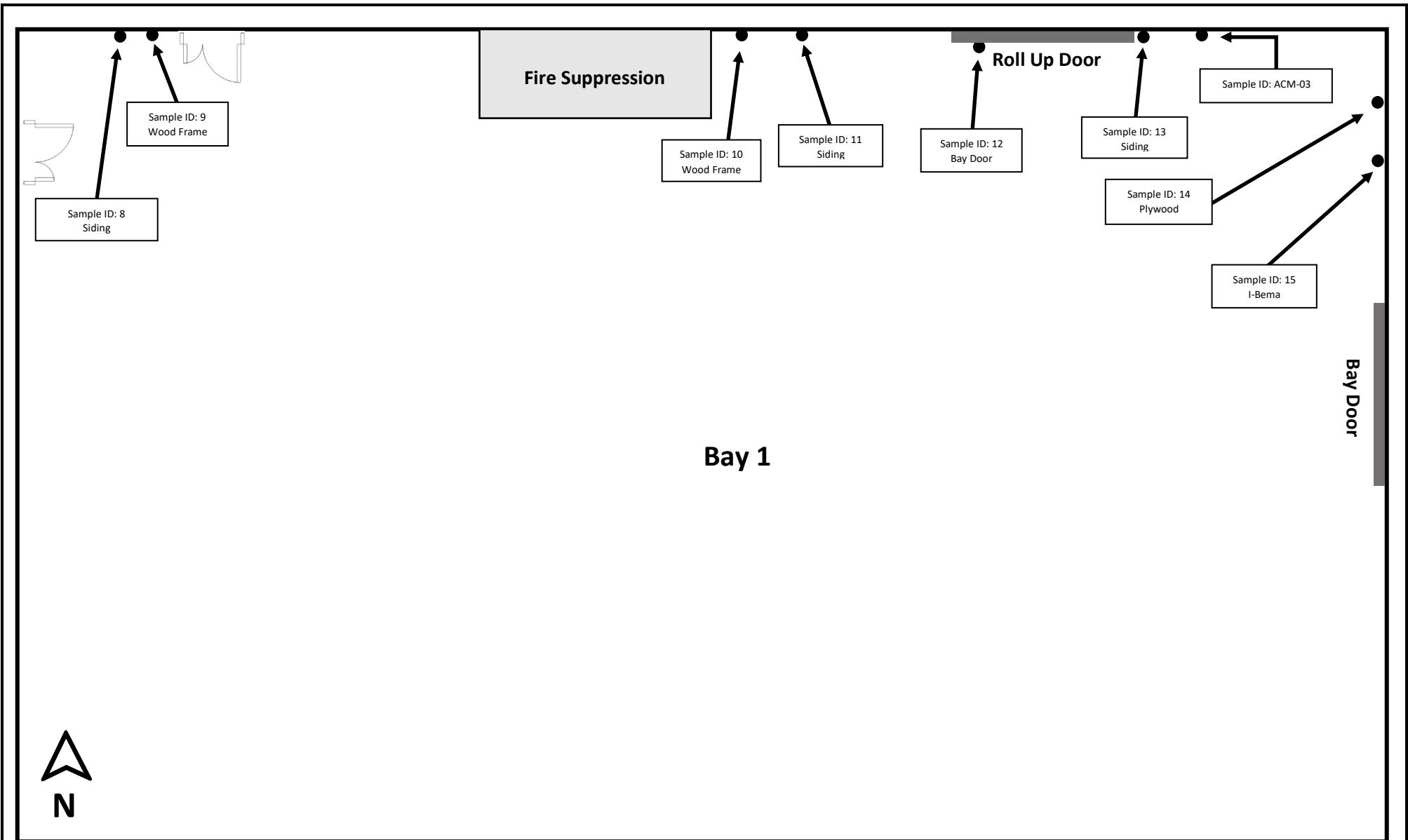
## 7.0 LIMITATIONS

This report presents the results of the hazardous building materials assessment conducted at the Port of Tacoma (Building 532) located at 401 East Alexander Ave. in Tacoma, WA. The assessment was conducted with the objective of identifying hazardous building materials in anticipation of a boiler door replacement in accordance with certain regulations requiring such identification. For example, 40 CFR 763, along with Puget Sound Clean Air Agency Regulation III, Article 4.02(a), requires an “Asbestos Survey” before the renovation or demolition of a building. In addition, the Washington State Dangerous Waste Regulations (WAC 173-303) requires identification and designation of solid waste prior to disposal. This includes suspect lead-based paint and building materials.

Our assessment has considered risks pertaining to asbestos and lead in paint. Our assessment is limited to only those locations and materials assessed. This assessment was not designed to identify all potential concerns or to eliminate all risks associated with renovation, demolition, construction, waste disposal, or transferring of property title. Evaluation of other risks not specifically described in the Scope of Work have not been included. For example, the following risks were not assessed: structural integrity, engineering loads, electrical, mechanical, radon gas, slope stability, building settlement, and evaluation of toxic and hazardous substances in, or in contact with, soil and groundwater. No warranty, expressed or implied, is made. DH Environmental has performed the services set forth in the Scope of Work in accordance with generally accepted practices in the same or similar localities, related to the nature of the work accomplished, at the time the services were performed.

The hazardous building materials assessment presented in this report represents the conditions and materials observed on the dates we conducted the sampling and visually inspected the building. This assessment report is intended for the exclusive use by the Port of Tacoma for specific application to the referenced property. This assessment does not replace or should be used in lieu of professionally developed construction or demolition plans, specifications, or bidding documents. This report is not a legal opinion.

**Figure 1**      **Bay 1 Sampling Locations**



Date: 03-12-2021		<b>Hazardous Building Material Assessment</b> Port of Tacoma Building 532	Sample Locations Bay 1	<ul style="list-style-type: none"> <li>● Positive</li> <li>● Negative</li> </ul> <p>Positive: Sample has exceeded regulatory limits for ACM, LBP, or PCBs.</p>	Figure 1
By: Brian Johnson Accredited WA State Lead Risk Assessor	Site Address: 401 East Alexander Ave. Tacoma, WA 98421				

**Figure 2      Bay 2 Sampling Locations**

## Bay 2

Bay Door



Sample ID: 16  
Plywood

Sample ID: 17  
Door

Sample ID: 18  
I-Bema

Sample ID: 19  
Plywood

Date: 03-12-2021



By: Brian Johnson  
Accredited WA State Lead  
Risk Assessor

Site Address: 401 East Alexander Ave.  
Tacoma, WA 98421

### Hazardous Building Material Assessment

Port of Tacoma  
Building 532

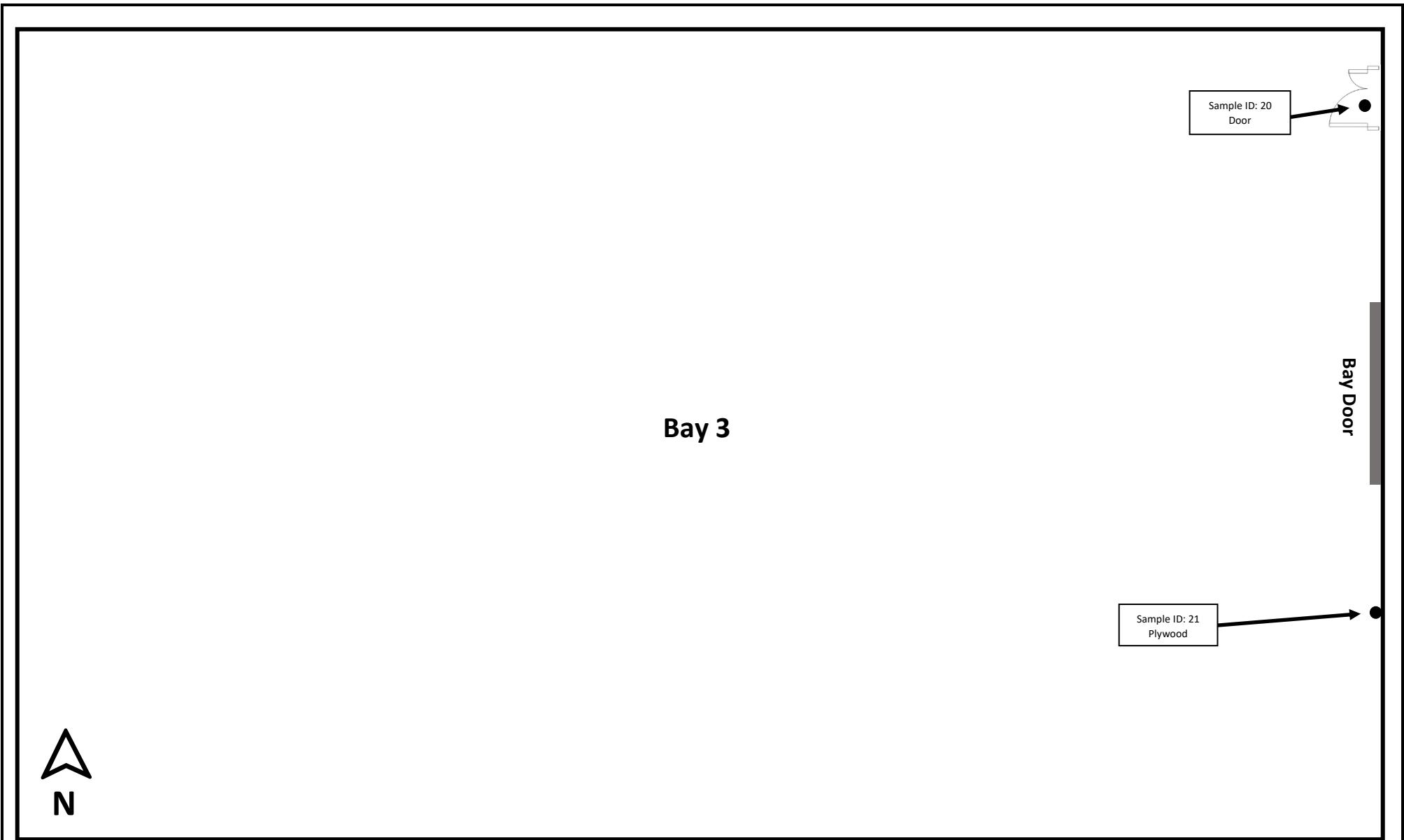
Sample Locations  
Bay 2

Positive: Sample has exceeded  
regulatory limits for ACM, LBP, or PCBs.

- Positive
- Negative

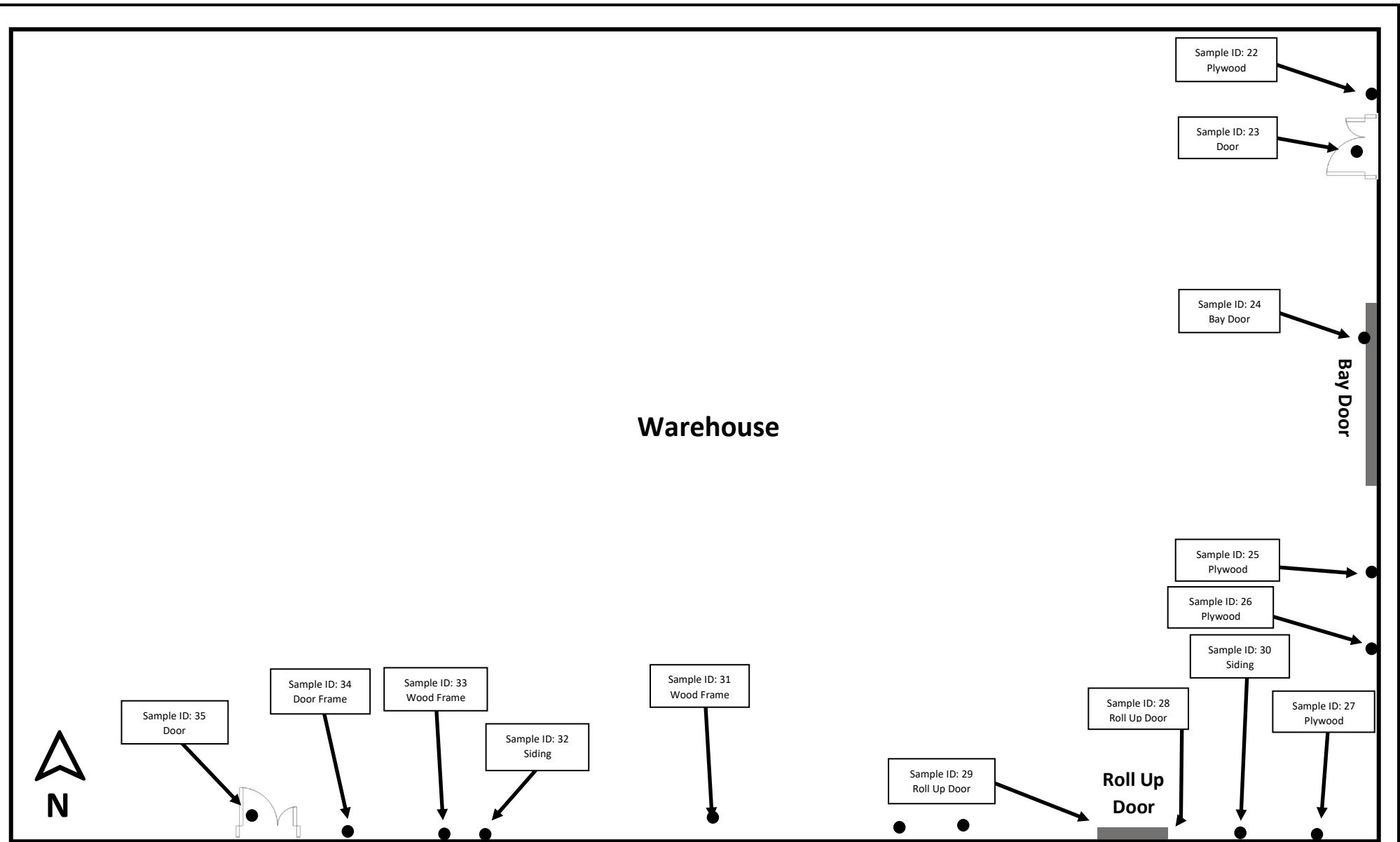
Figure 2

**Figure 3      Bay 3 Sampling Locations**



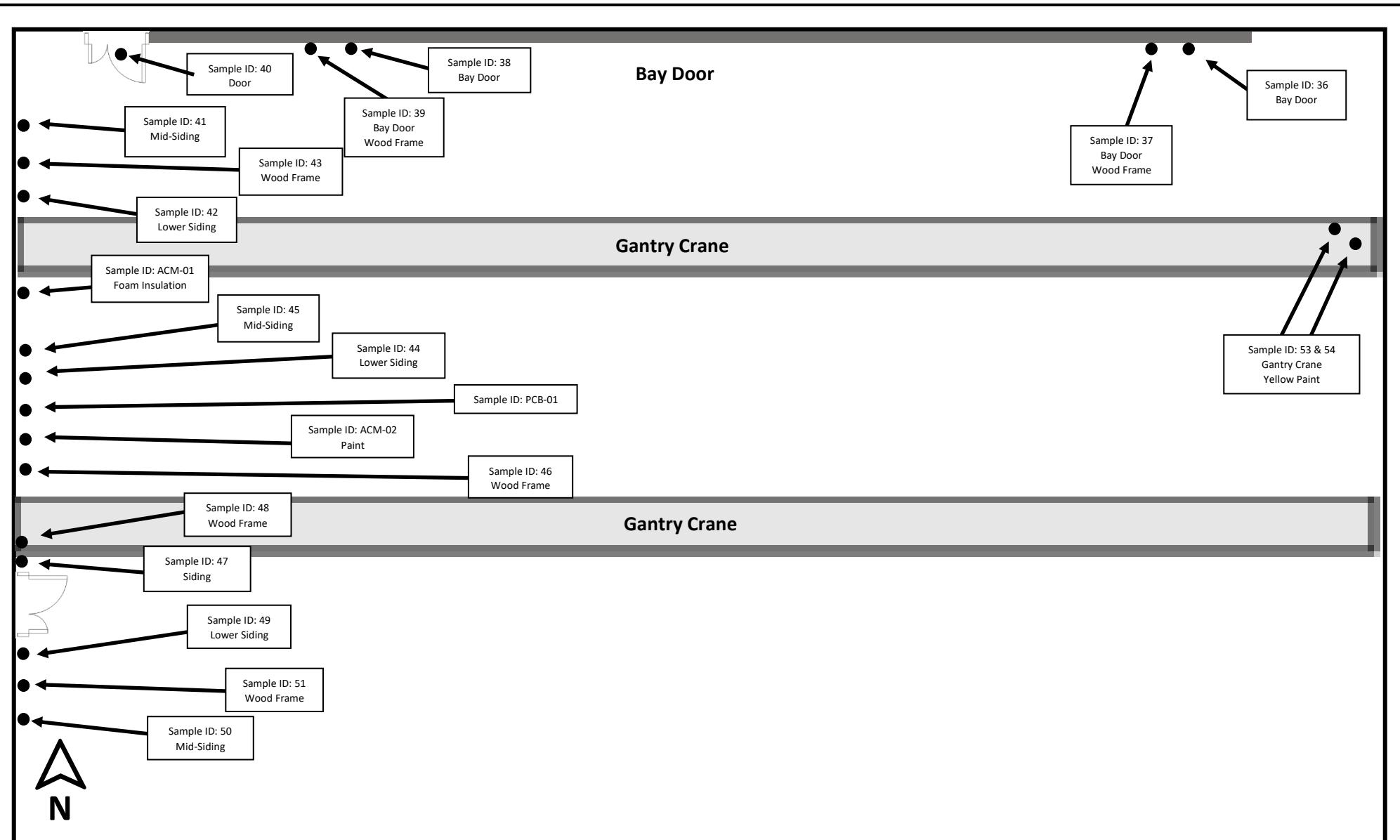
Date: 03-12-2021		<b>Hazardous Building Material Assessment</b> Port of Tacoma Building 532	Sample Locations Bay 3	<ul style="list-style-type: none"><li><span style="color: red;">●</span> Positive</li><li><span style="color: black;">●</span> Negative</li></ul> <p>Positive: Sample has exceeded regulatory limits for ACM, LBP, or PCBs.</p>	Figure 3
By: Brian Johnson Accredited WA State Lead Risk Assessor	Site Address: 401 East Alexander Ave. Tacoma, WA 98421				

**Figure 4      Warehouse Sampling Locations**



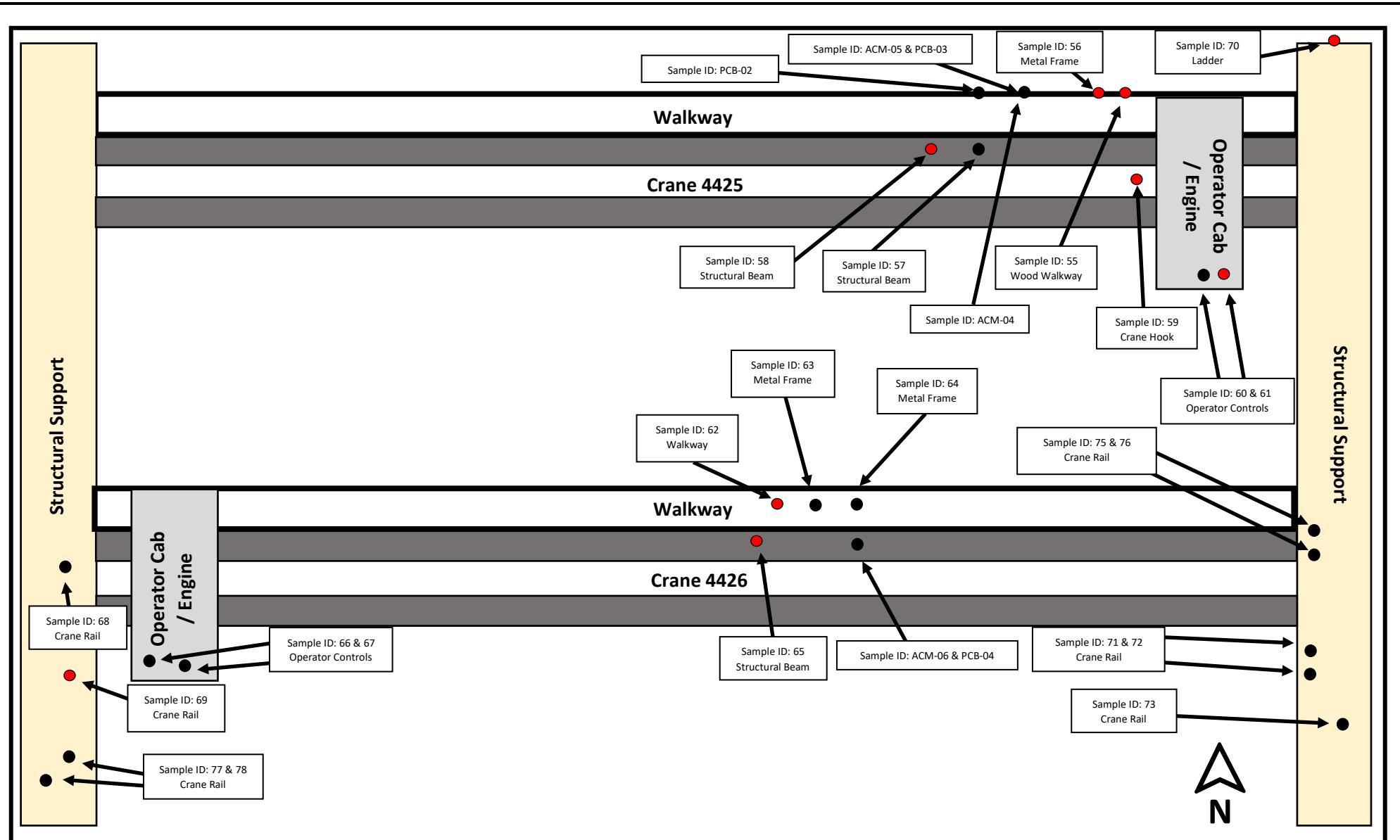
Date: 03-12-2021		<b>Hazardous Building Material Assessment</b> Port of Tacoma Building 532	Sample Locations Warehouse	<ul style="list-style-type: none"> <li>● Positive</li> <li>● Negative</li> </ul> <p>Positive: Sample has exceeded regulatory limits for ACM, LBP, or PCBs.</p>	Figure 4
By: Brian Johnson Accredited WA State Lead Risk Assessor	Site Address: 401 East Alexander Ave. Tacoma, WA 98421				

**Figure 5      Fabrication High Bay Sampling Locations**



Date: 03-12-2021		<b>Hazardous Building Material Assessment</b> Port of Tacoma Building 532	Sample Locations Fab. High Bay	Figure 5
By: Brian Johnson Accredited WA State Lead Risk Assessor	Site Address: 401 East Alexander Ave. Tacoma, WA 98421			

**Figure 6      Exterior Crane Sampling Locations**



Date: 03-12-2021



## Hazardous Building Material Assessment

By: Brian Johnson  
Accredited WA State Lead Risk Assessor

Site Address: 401 East Alexander Ave.  
Tacoma, WA 98421

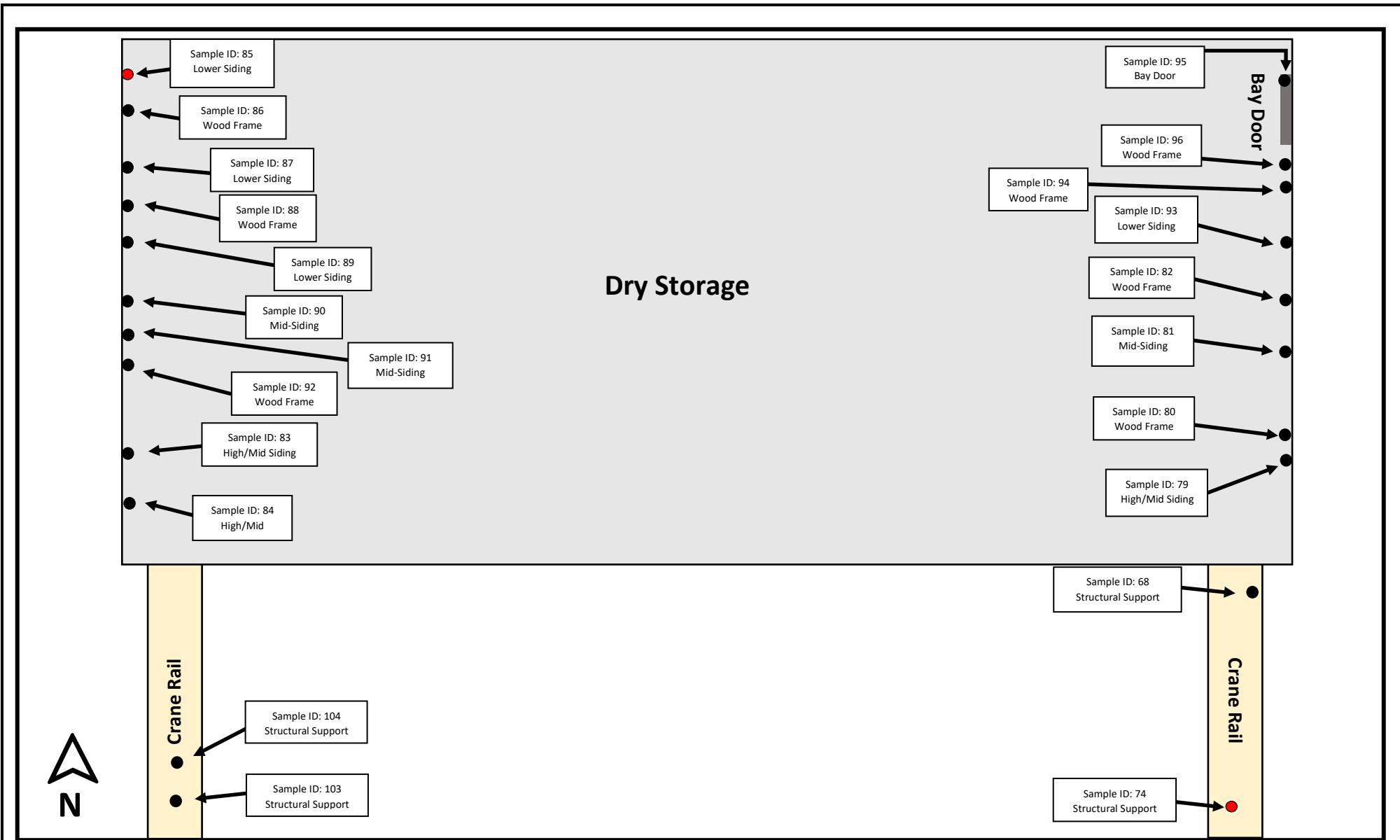
Sample Locations  
Crane 4425 & 4426

Positive (Red Dot)  
Negative (Black Dot)

Positive: Sample has exceeded regulatory limits for ACM, LBP, or PCBs.

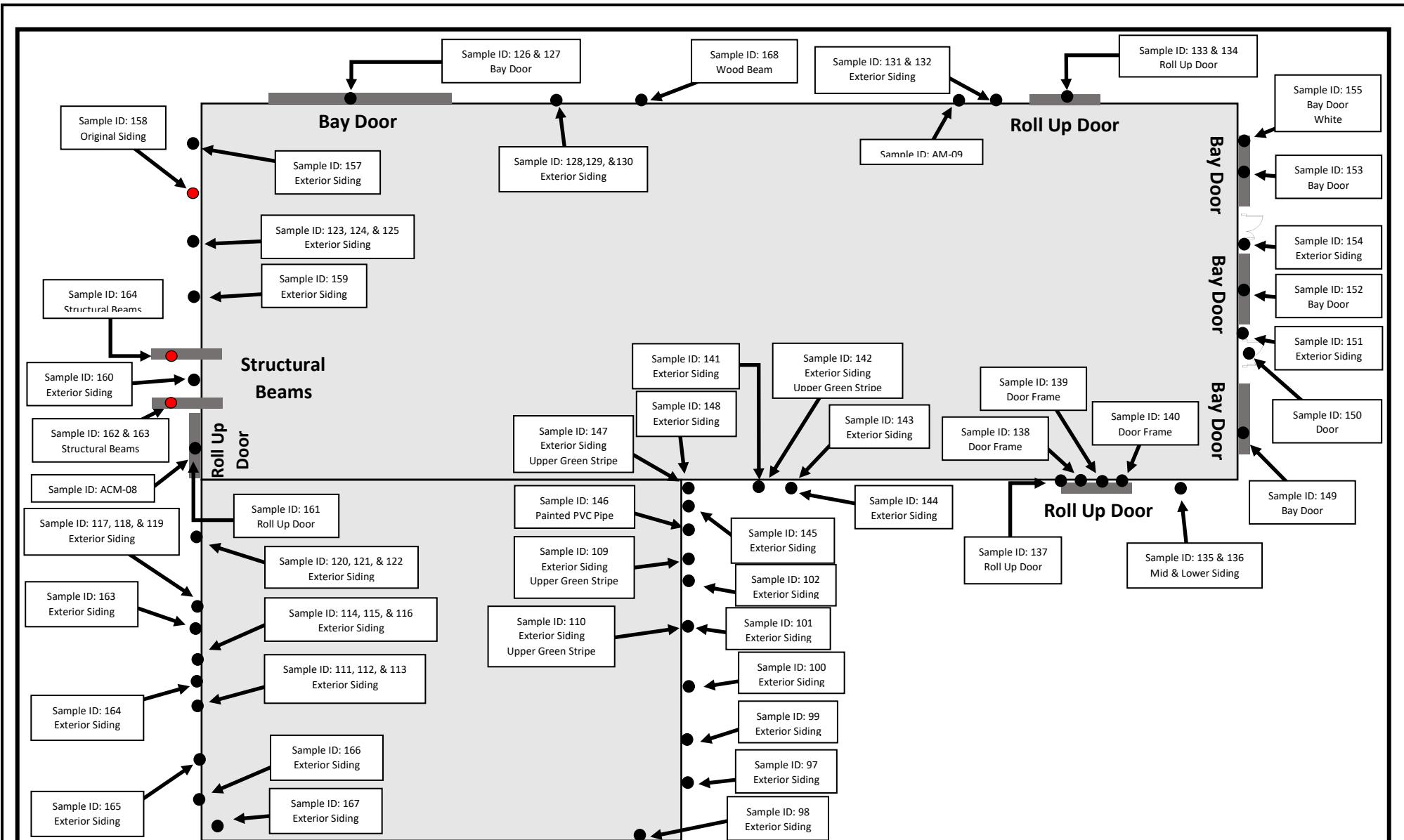
Figure 6

**Figure 7      Dry Storage Sampling Locations**



Date: 03-12-2021		<b>Hazardous Building Material Assessment</b> Port of Tacoma Building 532	Sample Locations Dry Storage	<ul style="list-style-type: none"> <li>● Positive</li> <li>● Negative</li> </ul> <p>Positive: Sample has exceeded regulatory limits for ACM, LBP, or PCBs.</p>	Figure 7
By: Brian Johnson Accredited WA State Lead Risk Assessor	Site Address: 401 East Alexander Ave. Tacoma, WA 98421				

**Figure 8      Exterior Sampling Locations**



Date: 03-12-2021



By: Brian Johnson  
Accredited WA State Lead Risk Assessor

Site Address: 401 East Alexander Ave.  
Tacoma, WA 98421

## Hazardous Building Material Assessment

Port of Tacoma  
Building 532

Sample Locations  
Exterior

- Positive
- Negative

Positive: Sample has exceeded regulatory limits for ACM, LBP, or PCBs.

Figure 8

## Attachment 1 Site Photos



LBP - Corrugated Metal Siding



LBP – Structural Beam



LBP – Cranes 4425 & 4426



LBP – Dry Storage Crane Rail

**Attachment 2 Laboratory Analytical Reports**

March 19, 2021

Brian Johnson  
DH Environmental  
1011 SW Klickitat Way Suite 107  
Seattle, WA 98134

**RE: Bulk Asbestos Fiber Analysis; NVL Batch # 2104582.00**

Client Project: POT  
Location: Building 532

Dear Mr. Johnson,

Enclosed please find test results for the 9 sample(s) submitted to our laboratory for analysis on 3/12/2021.

Examination of these samples was conducted for the presence of identifiable asbestos fibers using polarized light microscopy (PLM) with dispersion staining in accordance with **U. S. EPA 40 CFR Appendix E to Subpart E of Part 763**, Interim Method for the Determination of Asbestos in Bulk Insulation Samples and **EPA 600/R-93/116**, Method for the Determination of Asbestos in Bulk Building Materials.

For samples containing more than one separable layer of materials, the report will include findings for each layer (labeled Layer 1 and Layer 2, etc. for each individual layer). The asbestos concentration in the sample is determined by calibrated visual estimation.

For those samples with asbestos concentrations between 1 and 10 percent based on visual estimation, the EPA recommends a procedure known as point counting (NESHAPS, 40 CFR Part 61). Point counting is a statistically more accurate means of quantification for samples with low concentrations of asbestos.

The detection limit for the calibrated visual estimation is <1%, 400 point counts is 0.25% and 1000 point counts is 0.1%

Samples are archived for two weeks following analysis. Samples that are not retrieved by the client are discarded after two weeks.

Thank you for using our laboratory services. Please do not hesitate to call if there is anything further we can assist you with.

Sincerely,



Nick Ly, Technical Director



**NVLAP**  
Lab Code: 102063-0

Enc.: Sample Results

**Phone: 206 547.0100 | Fax: 206 634.1936 | Toll Free: 1.888.NVL.LABS (685.5227)**  
**4708 Aurora Avenue North | Seattle, WA 98103-6516**



# Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: DH Environmental

Address: 1011 SW Klickitat Way Suite 107  
Seattle, WA 98134

**Batch #: 2104582.00**

Client Project #: POT

Date Received: 3/12/2021

Samples Received: 9

Samples Analyzed: 9

Method: EPA/600/R-93/116

**Attention: Mr. Brian Johnson**

Project Location: Building 532

**Lab ID: 21034586 Client Sample #: POT-Bldg532-ACM-01**

Location: Building 532

**Layer 1 of 1 Description: Yellow foamy material with debris**

Non-Fibrous Materials:

Other Fibrous Materials: %

**Asbestos Type: %**

Binder/Filler, Synthetic foam, Debris

Cellulose <1%

**None Detected ND**

**Lab ID: 21034587 Client Sample #: POT-Bldg532-ACM-02**

Location: Building 532

**Layer 1 of 1 Description: Beige paint with wood debris**

Non-Fibrous Materials:

Other Fibrous Materials: %

**Asbestos Type: %**

Paint/Binder, Fine particles, Wood flakes

None Detected ND

**None Detected ND**

**Lab ID: 21034588 Client Sample #: POT-Bldg532-ACM-03**

Location: Building 532

**Layer 1 of 1 Description: Loose white paint with wood debris**

Non-Fibrous Materials:

Other Fibrous Materials: %

**Asbestos Type: %**

Paint/Binder, Fine particles, Wood flakes

Cellulose <1%

**None Detected ND**

**Lab ID: 21034589 Client Sample #: POT-4425-ACM-04**

Location: Building 532

**Layer 1 of 1 Description: Multicolored layered paint with debris**

Non-Fibrous Materials:

Other Fibrous Materials: %

**Asbestos Type: %**

Paint/Binder, Fine particles, Debris

Cellulose <1%

**None Detected ND**

Glass fibers <1%

**Lab ID: 21034590 Client Sample #: POT-4425-ACM-05**

Location: Building 532

**Sampled by:** Client

**Analyzed by:** Hilary Crumley

**Reviewed by:** Nick Ly

**Date:** 03/18/2021

**Date:** 03/19/2021

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%-0-3%, 5%-1-9%, 10%-5-15%, 20%-10-30%, 50%-40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government



# Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: DH Environmental

Address: 1011 SW Klickitat Way Suite 107  
Seattle, WA 98134

**Batch #: 2104582.00**

Client Project #: POT

Date Received: 3/12/2021

Samples Received: 9

Samples Analyzed: 9

Method: EPA/600/R-93/116

**Attention: Mr. Brian Johnson**

Project Location: Building 532

<b>Layer 1 of 1</b>	<b>Description:</b> Multicolored layered paint with debris	Non-Fibrous Materials: Paint/Binder, Fine particles, Debris	Other Fibrous Materials:% Cellulose <1%	<b>Asbestos Type: %</b> <b>None Detected ND</b>
<b>Lab ID: 21034591</b>	<b>Client Sample #:</b> POT-4426-ACM-06			
Location: Building 532				
<b>Layer 1 of 1</b>	<b>Description:</b> Multicolored layered paint with debris	Non-Fibrous Materials: Paint/Binder, Fine particles, Debris	Other Fibrous Materials:% None Detected ND	<b>Asbestos Type: %</b> <b>None Detected ND</b>
<b>Lab ID: 21034592</b>	<b>Client Sample #:</b> POT-Bldg532-Ext-ACM-07			
Location: Building 532				
<b>Layer 1 of 1</b>	<b>Description:</b> White brittle material with debris and thin paint	Non-Fibrous Materials: Binder/Filler, Glass debris, Fine particles	Other Fibrous Materials:% Glass fibers 44% Debris	<b>Asbestos Type: %</b> <b>None Detected ND</b>
<b>Lab ID: 21034593</b>	<b>Client Sample #:</b> POT-Bldg532-Ext-ACM-08			
Location: Building 532				
<b>Layer 1 of 1</b>	<b>Description:</b> Orange foamy material with debris	Non-Fibrous Materials: Binder/Filler, Synthetic foam, Debris	Other Fibrous Materials:% None Detected ND	<b>Asbestos Type: %</b> <b>None Detected ND</b>
<b>Lab ID: 21034594</b>	<b>Client Sample #:</b> POT-Bldg532-Ext-ACM-09			
Location: Building 532				
<b>Layer 1 of 1</b>	<b>Description:</b> Black layered asphaltic fibrous material with black asphaltic mastic and paint	Non-Fibrous Materials: Asphalt/Binder, Fine particles, Paint	Other Fibrous Materials:% Cellulose 57%	<b>Asbestos Type: %</b> <b>None Detected ND</b>

**Sampled by:** Client

**Analyzed by:** Hilary Crumley

**Reviewed by:** Nick Ly

**Date:** 03/18/2021

**Date:** 03/19/2021

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%-0-3%, 5%-1-9%, 10%-5-15%, 20%-10-30%, 50%-40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

# ASBESTOS LABORATORY SERVICES



**Company** DH Environmental  
**Address** 1011 SW Klickitat Way Suite 107  
 Seattle, WA 98134  
**Project Manager** Mr. Brian Johnson  
**Phone** (206) 934-4043

**NVL Batch Number** **2104582.00**  
**TAT** 5 Days **AH** No  
**Rush TAT**  
**Due Date** 3/19/2021 **Time** 3:00 PM  
**Email** brian.johnson@dhenviro.com  
**Fax** (206) 930-4043

**Project Name/Number:** POT

**Project Location:** Building 532

**Subcategory** PLM Bulk

**Item Code** ASB-02 **EPA 600/R-93-116 Asbestos by PLM <bulk>**

**Total Number of Samples** 9

**Rush Samples** \_\_\_\_\_

Lab ID	Sample ID	Description	A/R
1	21034586	POT-Bldg532-ACM-01	A
2	21034587	POT-Bldg532-ACM-02	A
3	21034588	POT-Bldg532-ACM-03	A
4	21034589	POT-4425-ACM-04	A
5	21034590	POT-4425-ACM-05	A
6	21034591	POT-4426-ACM-06	A
7	21034592	POT-Bldg532-Ext-ACM-07	A
8	21034593	POT-Bldg532-Ext-ACM-08	A
9	21034594	POT-Bldg532-Ext-ACM-09	A

	Print Name	Signature	Company	Date	Time
<b>Sampled by</b>	Client				
<b>Relinquished by</b>	Drop Box				
Office Use Only	Print Name	Signature	Company	Date	Time
<b>Received by</b>	Michael Jenkins		NVL	3/12/21	1500
<b>Analyzed by</b>	Hilary Crumley		NVL	3/18/21	
<b>Results Called by</b>					
<input type="checkbox"/> <b>Faxed</b> <input type="checkbox"/> <b>Emailed</b>					

<b>Special Instructions:</b>
------------------------------

Date: 3/12/2021

Time: 4:10 PM

Entered By: Hilary Crumley



2104582

ASBESTOS  
CHAIN OF CUSTODY

Turn Around Time

<input type="checkbox"/> 1 Hour	<input type="checkbox"/> 24 Hours	<input type="checkbox"/> 4 Days
<input type="checkbox"/> 2 Hours	<input type="checkbox"/> 2 Days	<input checked="" type="checkbox"/> 5 Days
<input type="checkbox"/> 4 Hours	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 10 Days

Please call for TAT less than 24 Hours

Company OH Environmental  
 Address 1011 SW Klickitat Way  
Seattle, WA 98134  
 Phone \_\_\_\_\_

Project Manager Brian Johnson  
 Cell (206) 930-4043  
 Email \_\_\_\_\_  
 Fax \_\_\_\_\_

Project Name/Number	<u>POT</u>	Project Location	<u>Building 532</u>
---------------------	------------	------------------	---------------------

<input type="checkbox"/> PCM Air (NIOSH 7400)	<input type="checkbox"/> TEM (NIOSH 7402)	<input type="checkbox"/> TEM (AHERA)	<input type="checkbox"/> TEM (EPA Level II Modified)
<input checked="" type="checkbox"/> PLM (EPA 600/R-93-116)	<input type="checkbox"/> EPA 400 Points (600/R-93-116)	<input type="checkbox"/> EPA 1000 Points (600/R-93-116)	<input type="checkbox"/> Asbestos in Sediment (EPA 1900 Points)
<input type="checkbox"/> PLM Gravimetry (600/R-93-116)	<input type="checkbox"/> Asbestos in Vermiculite (EPA 600/R-04/004)	<input type="checkbox"/> Other	<input type="checkbox"/> Asbestos in Vermiculite (EPA 600/R-04/004)
<input type="checkbox"/> Asbestos Friable/Non-Friable (EPA 600/R-93/116)			

Reporting Instructions	<u>Please send results to Brian Johnson</u>		
<input type="checkbox"/> Call ( ) - - -	<input type="checkbox"/> Fax ( ) - - -	<input type="checkbox"/> Email	<u>brian.johnson@dhenviro.com</u>

Total Number of Samples 9

Sample ID	Description	A/R
1 <u>POT-Bldg 532-ACM-01</u>	<u>Foam insulation</u>	
2 <u>POT-Bldg 532-ACM-02</u>	<u>Paint chips</u>	
3 <u>POT-Bldg 532-ACM-03</u>	<u>Paint chips</u>	
4 <u>POT-4425-ACM-04</u>	<u>Paint chips</u>	
5 <u>POT-4425-ACM-05</u>	<u>Paint chips</u>	
6 <u>POT-4426-ACM-06</u>	<u>Paint chips</u>	
7 <u>POT-Bldg 532-Ext-ACM-07</u>	<u>Wall panel</u>	
8 <u>POT-Bldg 532-Ext-ACM-08</u>	<u>Foam insulation</u>	
9 <u>POT-Bldg 532-Ext-ACM-09</u>	<u>Paper backing near bay door</u>	
10		
11		
12		
13		
14		
15		

Print Name	Signature	Company	Date	Time
Sampled by <u>Brian Johnson</u>	<u>Brian Johnson</u>	<u>OH Env.</u>	<u>3-12-21</u>	<u>1030</u>
Relinquish by <u>Brian Johnson</u>	<u>Brian Johnson</u>	<u>OH Env.</u>	<u>3-12-21</u>	<u>1526</u>

## Office Use Only

Print Name	Signature	Company	Date	Time
Received by <u>M. M. M.</u>	<u>M. M. M.</u>	<u>NVL</u>	<u>3/12/21</u>	<u>1500/DB</u>
Analyzed by <u></u>				
Called by <u></u>				
Faxed/Email by <u></u>				

March 19, 2021

Brian Johnson  
**DH Environmental**  
1011 SW Klickitat Way Suite 107  
Seattle, WA 98134

**RE: Organic Analysis, NVL Batch # 2104605.00**

Dear Mr. Johnson,

Enclosed please find test results for the samples submitted to our laboratory for analysis. Preparation and analysis of these samples were conducted for the presence of organic compounds using instruments specified in accordance with EPA, NIOSH and other published methods.

Test results for bulk sample are usually expressed in milligrams per kilogram (mg/Kg) and/or parts per million (ppm). Air samples are usually reported in milligrams per cubic meter (mg/m<sup>3</sup>). Dust wipe samples are expressed in micrograms per square foot (ug/ft<sup>2</sup>). The reported test results pertain only to items tested and are not blank corrected.

For recent regulation updates pertaining to current regulatory levels or permissible exposure limits, please call your local regulatory agencies for more details.

This report is considered highly confidential and will not be released without your approval. Samples are archived for two weeks following analysis. Samples that are not retrieved by the client are discarded after two weeks.

Thank you for using our laboratory services. Please do not hesitate to call if there is anything further we can assist you with.

Sincerely,



Nick Ly, Technical Director

Enc.: Sample Results



**Analysis Report**  
**Polychlorinated Biphenyls (PCBs)**



Client: DH Environmental  
Address: 1011 SW Klickitat Way Suite 107  
Seattle, WA 98134

**NVL Batch #: 2104605.00**

Method No.: EPA 8082

Client Project #: POT

Date Received: 3/12/2021

Matrix: Paint

Samples Received: 4

Samples Analyzed: 4

**Attention: Mr. Brian Johnson**

Project Location: Building 532

Lab Sample ID:	21034662	21034663	21034664	21034665
Client Sample ID:	POT-Bldg532-PCB-01	POT-4425-PCB-02	POT-4425-PCB-03	POT-4426-PCB-04
Sample Description:				
PCB Type	2.0040gm	1.8495gm	2.1017gm	1.9004gm
Aroclor 1016	ND	ND	ND	ND
Aroclor 1221	ND	ND	ND	ND
Aroclor 1232	ND	ND	ND	ND
Aroclor 1242	ND	ND	ND	ND
Aroclor 1248	ND	ND	ND	ND
Aroclor 1254	ND	2	1.3	ND
Aroclor 1260	ND	ND	ND	ND
Total: PCB Concentration	ND	2.0	1.3	ND
Reporting Limit (RL)	1.0	1.1	1.0	1.1

**Remarks:** mg/Kg = Milligrams per kilogram  
ppm = Parts per million by weight

ND = None Detected (less than RL)

<RL = Below the reporting limit of instrument

**Sampled by:** Client

**Analyzed by:** Shalini Patel

Date: 03/16/2021

**Reviewed by:** Nick Ly

Date: 03/19/2021

  
Nick Ly, Technical Director

Preparation and analysis of these samples were conducted in accordance with published test methods. Unless stated otherwise, the condition of all samples was acceptable at time of receipt. Reported sample results are based on dry weight and method QC results are acceptable unless stated otherwise. If samples were not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc.. Responsibility for interpretation of the reported data rests with the client.

# ORGANICS LABORATORY SERVICES



**Company** DH Environmental  
**Address** 1011 SW Klickitat Way Suite 107  
 Seattle, WA 98134  
**Project Manager** Mr. Brian Johnson  
**Phone** (206) 934-4043

**NVL Batch Number** **2104605.00**  
**TAT** 5 Days **AH** No  
**Rush TAT**  
**Due Date** 3/19/2021 **Time** 3:00 PM  
**Email** brian.johnson@dhenviro.com  
**Fax** (206) 930-4043

**Project Name/Number:** POT

**Project Location:** Building 532

**Subcategory** Quantitative analysis

**Item Code** ORG-02 8082 PCB Aroclors <Paint>

**Total Number of Samples** 4

**Rush Samples** \_\_\_\_\_

Lab ID	Sample ID	Description	A/R
1	21034662	POT-Bldg532-PCB-01	A
2	21034663	POT-4425-PCB-02	A
3	21034664	POT-4425-PCB-03	A
4	21034665	POT-4426-PCB-04	A

	Print Name	Signature	Company	Date	Time
<b>Sampled by</b>	Client				
<b>Relinquished by</b>	Drop Box				
Office Use Only	Print Name	Signature	Company	Date	Time
<b>Received by</b>	Michael Jenkins		NVL	3/12/21	1500
<b>Analyzed by</b>	Shalini Patel		NVL	3/16/21	
<b>Results Called by</b>					
<input type="checkbox"/> <b>Faxed</b> <input type="checkbox"/> <b>Emailed</b>					

<b>Special Instructions:</b>
------------------------------

Date: 3/15/2021

Time: 9:44 AM

Entered By: Kelly AuVu



# PCB'S CHAIN OF CUSTODY

# 2104605

## Turn Around Time

<input type="checkbox"/> 1 Hour	<input type="checkbox"/> 24 Hours	<input type="checkbox"/> 4 Days
<input type="checkbox"/> 2 Hours	<input type="checkbox"/> 2 Days	<input checked="" type="checkbox"/> 5 Days
<input type="checkbox"/> 4 Hours	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 10 Days

Please call for TAT less than 24 Hours

Company DH Environments  
 Address 1611 SW Klickitat Way  
Seattle, WA 98134  
 Phone \_\_\_\_\_

Project Manager Brian Johnson  
 Cell (206) 930-4043  
 Email \_\_\_\_\_  
 Fax \_\_\_\_\_

Project Name/Number <u>POT</u>	Project Location <u>Building 532</u>
--------------------------------	--------------------------------------

PCB's Air       PCB's Bulk  
 PCB Wipe       PCB BTEX

Reporting Instructions Please send results to Brian Johnson.  
 Call ( ) -       Fax ( ) -       Email brian.johnson@dhenviro.com

Total Number of Samples 4

Sample ID	Description	A/R
1 <u>POT-Bldg532-PCB-01</u>	<u>Paint chips</u>	
2 <u>POT-4425-PCB-02</u>	<u>Paint chips</u>	
3 <u>POT-4425-PCB-03</u>	<u>Paint chips</u>	
4 <u>POT-4426-PCB-04</u>	<u>Paint chips</u>	
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Print Name	Signature	Company	Date	Time
Sampled by <u>Brian Johnson</u>	<u>Brian Johnson</u>	<u>DH Env.</u>	<u>3-12-21</u>	<u>1630</u>
Relinquish by <u>Brian Johnson</u>	<u>Brian Johnson</u>	<u>DH Env.</u>	<u>3-12-21</u>	<u>1500</u>

Print Name	Signature	Company	Date	Time
Received by <u>Michael W.</u>	<u>Michael W.</u>	<u>NVL</u>	<u>3/12/21</u>	<u>1500PM</u>
Analyzed by				
Called by				
Faxed/Email by				

**Attachment 3 XRF Data**

# XRF Readings

Sample ID	SITE	Time	Type	Location	Component	Substrate	Calibration	Color	Inspector	Results	Action Level	PbC	Units
	Building 532	3/11/2021 8:00	SHUTTER_CAL						B. Johnson			1.22	cps
	Building 532	3/11/2021 8:03	PAINT				CAL 1		B. Johnson	Negative	1	0.8	mg / cm ^2
	Building 532	3/11/2021 8:05	PAINT				CAL 2		B. Johnson	Positive	1	1	mg / cm ^2
	Building 532	3/11/2021 8:06	PAINT				CAL 3		B. Johnson	Negative	1	0.9	mg / cm ^2
8	Building 532	3/11/2021 8:28	PAINT	Bay 1	Siding	Metal	-	White	B. Johnson	Negative	1	0.03	mg / cm ^2
9	Building 532	3/11/2021 8:31	PAINT	Bay 1	Frame	Wood	-	White	B. Johnson	Negative	1	0.08	mg / cm ^2
10	Building 532	3/11/2021 8:32	PAINT	Bay 1	Frame	Wood	-	White	B. Johnson	Negative	1	0	mg / cm ^2
11	Building 532	3/11/2021 8:33	PAINT	Bay 1	Siding	Metal	-	White	B. Johnson	Negative	1	-0.35	mg / cm ^2
12	Building 532	3/11/2021 8:35	PAINT	Bay 1	Bay Door	Metal	-	Green	B. Johnson	Negative	1	0	mg / cm ^2
13	Building 532	3/11/2021 8:36	PAINT	Bay 1	Siding	Metal	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
14	Building 532	3/11/2021 8:37	PAINT	Bay 1	Plywood Wall	Wood	-	White	B. Johnson	Negative	1	0	mg / cm ^2
15	Building 532	3/11/2021 8:38	PAINT	Bay 1	Structural Beam	Metal	-	Red	B. Johnson	Negative	1	0	mg / cm ^2
16	Building 532	3/11/2021 8:41	PAINT	Bay 2	Plywood Wall	Wood	-	White	B. Johnson	Negative	1	0	mg / cm ^2
17	Building 532	3/11/2021 8:41	PAINT	Bay 2	Door	Metal	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
18	Building 532	3/11/2021 8:42	PAINT	Bay 2	Structural Beam	Metal	-	Red	B. Johnson	Negative	1	0	mg / cm ^2
19	Building 532	3/11/2021 8:43	PAINT	Bay 2	Plywood Wall	Wood	-	White	B. Johnson	Negative	1	0	mg / cm ^2
20	Building 532	3/11/2021 8:44	PAINT	Bay 3	Door	Metal	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
21	Building 532	3/11/2021 8:46	PAINT	Bay 3	Plywood Wall	Wood	-	White	B. Johnson	Negative	1	0	mg / cm ^2
22	Building 532	3/11/2021 8:47	PAINT	Warehouse	Plywood Wall	Wood	-	White	B. Johnson	Negative	1	0	mg / cm ^2
23	Building 532	3/11/2021 8:50	PAINT	Warehouse	Door	Metal	-	Green	B. Johnson	Negative	1	0	mg / cm ^2
24	Building 532	3/11/2021 8:50	PAINT	Warehouse	Bay Door	Metal	-	Green	B. Johnson	Negative	1	0	mg / cm ^2
25	Building 532	3/11/2021 8:51	PAINT	Warehouse	Plywood Wall	Wood	-	Red	B. Johnson	Negative	1	0	mg / cm ^2
26	Building 532	3/11/2021 8:51	PAINT	Warehouse	Plywood Wall	Wood	-	White	B. Johnson	Negative	1	0	mg / cm ^2
27	Building 532	3/11/2021 8:52	PAINT	Warehouse	Plywood Wall	Wood	-	White	B. Johnson	Negative	1	0	mg / cm ^2
28	Building 532	3/11/2021 8:53	PAINT	Warehouse	Roll Up Door	Metal	-	White	B. Johnson	Negative	1	0	mg / cm ^2
29	Building 532	3/11/2021 8:53	PAINT	Warehouse	Roll Up Door	Metal	-	Green	B. Johnson	Negative	1	0	mg / cm ^2
30	Building 532	3/11/2021 8:54	PAINT	Warehouse	Siding	Metal	-	White	B. Johnson	Negative	1	0	mg / cm ^2
31	Building 532	3/11/2021 8:55	PAINT	Warehouse	Frame	Wood	-	White	B. Johnson	Negative	1	0	mg / cm ^2

# XRF Readings

Sample ID	SITE	Time	Type	Location	Component	Substrate	Calibration	Color	Inspector	Results	Action Level	PbC	Units
32	Building 532	3/11/2021 8:55	PAINT	Warehouse	Siding	Metal	-	White	B. Johnson	Negative	1	0	mg / cm ^2
33	Building 532	3/11/2021 8:56	PAINT	Warehouse	Frame	Wood	-	White	B. Johnson	Negative	1	0.01	mg / cm ^2
34	Building 532	3/11/2021 8:57	PAINT	Warehouse	Door Frame	Wood	-	White	B. Johnson	Negative	1	0	mg / cm ^2
35	Building 532	3/11/2021 8:58	PAINT	Warehouse	Door	Metal	-	Green	B. Johnson	Negative	1	0.01	mg / cm ^2
36	Building 532	3/11/2021 9:07	PAINT	High Bay	Bay Door	Metal	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
37	Building 532	3/11/2021 9:08	PAINT	High Bay	Bay Door Frame	Metal	-	White	B. Johnson	Negative	1	0.1	mg / cm ^2
38	Building 532	3/11/2021 9:08	PAINT	High Bay	Bay Door	Metal	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
39	Building 532	3/11/2021 9:09	PAINT	High Bay	Bay Door Frame	Metal	-	White / Green	B. Johnson	Negative	1	0.4	mg / cm ^2
40	Building 532	3/11/2021 9:10	PAINT	High Bay	Door	Wood	-	White	B. Johnson	Negative	1	0	mg / cm ^2
41	Building 532	3/11/2021 9:13	PAINT	High Bay	Siding	Metal	-	White	B. Johnson	Negative	1	0.8	mg / cm ^2
42	Building 532	3/11/2021 9:14	PAINT	High Bay	Siding	Metal	-	White	B. Johnson	Negative	1	0.08	mg / cm ^2
43	Building 532	3/11/2021 9:15	PAINT	High Bay	Frame	Wood	-	White	B. Johnson	Negative	1	0.3	mg / cm ^2
44	Building 532	3/11/2021 9:17	PAINT	High Bay	Siding	Metal	-	White	B. Johnson	Negative	1	0.09	mg / cm ^2
45	Building 532	3/11/2021 9:18	PAINT	High Bay	Siding	Metal	-	White	B. Johnson	Negative	1	0.07	mg / cm ^2
46	Building 532	3/11/2021 9:19	PAINT	High Bay	Frame	Wood	-	White	B. Johnson	Negative	1	0.01	mg / cm ^2
47	Building 532	3/11/2021 9:20	PAINT	High Bay	Siding	Metal	-	White	B. Johnson	Negative	1	0.1	mg / cm ^2
48	Building 532	3/11/2021 9:21	PAINT	High Bay	Frame	Wood	-	White	B. Johnson	Negative	1	0	mg / cm ^2
49	Building 532	3/11/2021 9:22	PAINT	High Bay	Siding	Metal	-	White	B. Johnson	Negative	1	0	mg / cm ^2
50	Building 532	3/11/2021 9:23	PAINT	High Bay	Siding	Metal	-	White	B. Johnson	Negative	1	0	mg / cm ^2
51	Building 532	3/11/2021 9:24	PAINT	High Bay	Frame	Wood	-	White	B. Johnson	Negative	1	0	mg / cm ^2
	Building 532	3/11/2021 9:46	SHUTTER_CAL	Final					B. Johnson			1.11	cps
53	Building 532	3/11/2021 9:49	PAINT	High Bay	Gantry Crane	Metal		Yellow	B. Johnson	Negative	1	0	mg / cm ^2
54	Building 532	3/11/2021 9:49	PAINT	High Bay	Gantry Crane	Metal		Yellow	B. Johnson	Negative	1	0.03	mg / cm ^2
55	Building 532	3/11/2021 11:06	PAINT	Crane 4425	Walkway	Wood		Blue	B. Johnson	Positive	1	2.8	mg / cm ^2
56	Building 532	3/11/2021 11:14	PAINT	Crane 4425	Walkway Frame	Metal		Blue / Red	B. Johnson	Positive	1	6.4	mg / cm ^2
57	Building 532	3/11/2021 11:20	PAINT	Crane 4425	Structural Beam	Metal		Blue	B. Johnson	Negative	1	0.04	mg / cm ^2
58	Building 532	3/11/2021 11:21	PAINT	Crane 4425	Structural Beam	Metal		Blue	B. Johnson	Positive	1	4.3	mg / cm ^2
59	Building 532	3/11/2021 11:24	PAINT	Crane 4425	Crane Hook	Metal		Red	B. Johnson	Positive	1	1.7	mg / cm ^2
60	Building 532	3/11/2021 11:28	PAINT	Crane 4425	Operator Controls	Metal		Blue / Red	B. Johnson	Negative	1	0.6	mg / cm ^2
61	Building 532	3/11/2021 11:28	PAINT	Crane 4425	Operator Controls	Metal		Blue / Red	B. Johnson	Positive	1	2.4	mg / cm ^2
62	Building 532	3/11/2021 11:48	PAINT	Crane 4426	Walkway	Wood		Blue	B. Johnson	Positive	1	1.5	mg / cm ^2

# XRF Readings

Sample ID	SITE	Time	Type	Location	Component	Substrate	Calibration	Color	Inspector	Results	Action Level	PbC	Units
63	Building 532	3/11/2021 11:50	PAINT	Crane 4426	Walkway Frame	Metal		Blue	B. Johnson	Negative	1	0.27	mg / cm ^2
64	Building 532	3/11/2021 11:51	PAINT	Crane 4426	Walkway Frame	Metal		Blue	B. Johnson	Negative	1	0.26	mg / cm ^2
65	Building 532	3/11/2021 11:53	PAINT	Crane 4426	Structural Beam	Metal		Blue	B. Johnson	Positive	1	8.6	mg / cm ^2
66	Building 532	3/11/2021 11:59	PAINT	Crane 4426	Operator Controls	Metal		Yellow	B. Johnson	Negative	1	0.08	mg / cm ^2
67	Building 532	3/11/2021 12:00	PAINT	Crane 4426	Operator Controls	Metal		Yellow / Red	B. Johnson	Null	1	0.9	mg / cm ^2
68	Building 532	3/11/2021 12:30	PAINT	Dry Storage Crane Rail	Crane Rail	Metal		Grey	B. Johnson	Negative	1	0	mg / cm ^2
69	Building 532	3/11/2021 12:31	PAINT	Dry Storage Crane Rail	Crane Rail	Metal		Rust	B. Johnson	Positive	1	17.4	mg / cm ^2
70	Building 532	3/11/2021 12:34	PAINT	Crane 4425	Stairs	Metal		White	B. Johnson	Positive	1	1.3	mg / cm ^2
71	Building 532	3/11/2021 12:35	PAINT	Motive Marine	Crane Rail	Metal		White	B. Johnson	Negative	1	0	mg / cm ^2
72	Building 532	3/11/2021 12:35	PAINT	Motive Marine	Crane Rail	Metal		White	B. Johnson	Negative	1	0	mg / cm ^2
73	Building 532	3/11/2021 12:36	PAINT	Motive Marine	Crane Rail	Metal		White	B. Johnson	Negative	1	0	mg / cm ^2
74	Building 532	3/11/2021 12:37	PAINT	Dry Storage Crane Rail	Crane Rail	Metal		White	B. Johnson	Positive	1	5.4	mg / cm ^2
75	Building 532	3/11/2021 12:44	PAINT	Motive Marine	Crane Rail	Metal		White	B. Johnson	Negative	1	0.1	mg / cm ^2
76	Building 532	3/11/2021 12:45	PAINT	Motive Marine	Crane Rail	Metal		White	B. Johnson	Negative	1	0.02	mg / cm ^2
77	Building 532	3/11/2021 12:49	PAINT	Motive Marine	Crane Rail	Metal		White	B. Johnson	Negative	1	0	mg / cm ^2
78	Building 532	3/11/2021 12:50	PAINT	Motive Marine	Crane Rail	Metal		White	B. Johnson	Negative	1	0.01	mg / cm ^2
79	Building 532	3/11/2021 12:57	PAINT	Dry Storage	Siding	Metal		White	B. Johnson	Negative	1	0.17	mg / cm ^2
80	Building 532	3/11/2021 12:58	PAINT	Dry Storage	Frame	Wood		White	B. Johnson	Negative	1	0	mg / cm ^2
81	Building 532	3/11/2021 13:00	PAINT	Dry Storage	Siding	Metal		White	B. Johnson	Negative	1	0.02	mg / cm ^2
82	Building 532	3/11/2021 13:00	PAINT	Dry Storage	Frame	Wood		White	B. Johnson	Negative	1	0	mg / cm ^2
83	Building 532	3/11/2021 13:03	PAINT	Dry Storage	Siding	Metal		White	B. Johnson	Negative	1	0.02	mg / cm ^2
84	Building 532	3/11/2021 13:04	PAINT	Dry Storage	Frame	Wood		White	B. Johnson	Negative	1	0	mg / cm ^2
85	Building 532	3/11/2021 13:14	PAINT	Dry Storage	Siding	Metal		White	B. Johnson	Positive	1	2.4	mg / cm ^2

# XRF Readings

Sample ID	SITE	Time	Type	Location	Component	Substrate	Calibration	Color	Inspector	Results	Action Level	PbC	Units
86	Building 532	3/11/2021 13:17	PAINT	Dry Storage	Frame	Wood		White	B. Johnson	Negative	1	0.23	mg / cm ^2
87	Building 532	3/11/2021 13:18	PAINT	Dry Storage	Siding	Metal		White	B. Johnson	Negative	1	0.14	mg / cm ^2
88	Building 532	3/11/2021 13:18	PAINT	Dry Storage	Frame	Wood		White	B. Johnson	Negative	1	0.04	mg / cm ^2
89	Building 532	3/11/2021 13:19	PAINT	Dry Storage	Siding	Metal		White	B. Johnson	Positive	1	3.2	mg / cm ^2
90	Building 532	3/11/2021 13:20	PAINT	Dry Storage	Siding	Metal		White	B. Johnson	Negative	1	0	mg / cm ^2
91	Building 532	3/11/2021 13:21	PAINT	Dry Storage	Siding	Metal		White	B. Johnson	Negative	1	0	mg / cm ^2
92	Building 532	3/11/2021 13:22	PAINT	Dry Storage	Frame	Wood		White	B. Johnson	Negative	1	0.17	mg / cm ^2
93	Building 532	3/11/2021 13:23	PAINT	Dry Storage	Siding	Metal		White	B. Johnson	Negative	1	0.07	mg / cm ^2
94	Building 532	3/11/2021 13:24	PAINT	Dry Storage	Frame	Wood		White	B. Johnson	Negative	1	0	mg / cm ^2
95	Building 532	3/11/2021 13:25	PAINT	Dry Storage	Roll Up Door	Metal		White	B. Johnson	Negative	1	0	mg / cm ^2
96	Building 532	3/11/2021 13:26	PAINT	Dry Storage	Plywood Wall	Wood		White	B. Johnson	Negative	1	0	mg / cm ^2
97	Building 532	3/11/2021 13:31	PAINT	Exterior	Siding	Metal		White	B. Johnson	Negative	1	0	mg / cm ^2
98	Building 532	3/11/2021 13:33	PAINT	Exterior	Siding	Metal		White	B. Johnson	Negative	1	0.07	mg / cm ^2
99	Building 532	3/11/2021 13:34	PAINT	Exterior	Siding	Metal		White	B. Johnson	Negative	1	0	mg / cm ^2
100	Building 532	3/11/2021 13:35	PAINT	Exterior	Siding	Metal		White	B. Johnson	Negative	1	0.02	mg / cm ^2
101	Building 532	3/11/2021 13:36	PAINT	Exterior	Siding	Metal		White	B. Johnson	Negative	1	0	mg / cm ^2
102	Building 532	3/11/2021 13:36	PAINT	Exterior	Siding	Metal		White	B. Johnson	Negative	1	0.03	mg / cm ^2
103	Building 532	3/11/2021 13:44	PAINT	Dry Storage Crane Support	Support	Metal		White	B. Johnson	Negative	1	0	mg / cm ^2
104	Building 532	3/11/2021 13:45	PAINT	Dry Storage Crane Support	Support	Metal		White	B. Johnson	Negative	1	0.1	mg / cm ^2
	Building 532	3/12/2021 10:03	SHUTTER_CAL	Final					B. Johnson			1.05	cps
	Building 532	3/12/2021 10:05	PAINT	Final			CAL 1		B. Johnson	Positive	1	1	mg / cm ^2
	Building 532	3/12/2021 10:07	PAINT	Final			CAL 2		B. Johnson	Positive	1	1	mg / cm ^2
	Building 532	3/12/2021 10:08	PAINT	Final			CAL 3		B. Johnson	Negative	1	0.9	mg / cm ^2
109	Building 532	3/12/2021 10:24	PAINT	Exterior	Siding	Metal	-	Green	B. Johnson	Negative	1	0.03	mg / cm ^2
110	Building 532	3/12/2021 10:26	PAINT	Exterior	PVC Pipe	PVC	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
111	Building 532	3/12/2021 10:42	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0.06	mg / cm ^2
112	Building 532	3/12/2021 10:44	PAINT	Exterior	Siding	Metal	-	Green	B. Johnson	Negative	1	0	mg / cm ^2
113	Building 532	3/12/2021 10:47	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
114	Building 532	3/12/2021 10:50	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0.05	mg / cm ^2
115	Building 532	3/12/2021 10:54	PAINT	Exterior	Siding	Metal	-	Green	B. Johnson	Negative	1	0.01	mg / cm ^2
116	Building 532	3/12/2021 10:56	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0.05	mg / cm ^2
117	Building 532	3/12/2021 11:00	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0.01	mg / cm ^2
118	Building 532	3/12/2021 11:02	PAINT	Exterior	Siding	Metal	-	Green	B. Johnson	Negative	1	0.01	mg / cm ^2

# XRF Readings

Sample ID	Site	Time	Type	Location	Component	Substrate	Calibration	Color	Inspector	Results	Action Level	PbC	Units
119	Building 532	3/12/2021 11:03	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0.01	mg / cm ^2
120	Building 532	3/12/2021 11:06	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
121	Building 532	3/12/2021 11:07	PAINT	Exterior	Siding	Metal	-	Green	B. Johnson	Negative	1	0	mg / cm ^2
122	Building 532	3/12/2021 11:08	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0.03	mg / cm ^2
123	Building 532	3/12/2021 11:20	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0.1	mg / cm ^2
124	Building 532	3/12/2021 11:20	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0.09	mg / cm ^2
125	Building 532	3/12/2021 11:21	PAINT	Exterior	Siding	Metal	-	Green	B. Johnson	Negative	1	0	mg / cm ^2
126	Building 532	3/12/2021 11:25	PAINT	Exterior	Siding	Metal	-	Dark Grey	B. Johnson	Negative	1	0	mg / cm ^2
127	Building 532	3/12/2021 11:26	PAINT	Exterior	Siding	Metal	-	Dark Grey	B. Johnson	Negative	1	0	mg / cm ^2
128	Building 532	3/12/2021 11:28	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0.02	mg / cm ^2
129	Building 532	3/12/2021 11:29	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0.06	mg / cm ^2
130	Building 532	3/12/2021 11:30	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
131	Building 532	3/12/2021 11:33	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0.02	mg / cm ^2
132	Building 532	3/12/2021 11:34	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
133	Building 532	3/12/2021 11:34	PAINT	Exterior	Bay Door	Wood	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
134	Building 532	3/12/2021 11:34	PAINT	Exterior	Bay Door	Wood	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
135	Building 532	3/12/2021 11:43	PAINT	Exterior	Siding	Metal	-	Light Grey	B. Johnson	Negative	1	0.4	mg / cm ^2
136	Building 532	3/12/2021 11:43	PAINT	Exterior	Siding	Metal	-	Light Grey	B. Johnson	Negative	1	0.04	mg / cm ^2
137	Building 532	3/12/2021 11:44	PAINT	Exterior	Bay Door	Metal	-	Green	B. Johnson	Negative	1	0	mg / cm ^2
138	Building 532	3/12/2021 11:46	PAINT	Exterior	Door Frame	Wood	-	Grey	B. Johnson	Negative	1	0.01	mg / cm ^2
139	Building 532	3/12/2021 11:47	PAINT	Exterior	Door Frame	Wood	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
140	Building 532	3/12/2021 11:47	PAINT	Exterior	Door Frame	Wood	-	Green	B. Johnson	Negative	1	0	mg / cm ^2
141	Building 532	3/12/2021 11:52	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0.02	mg / cm ^2
142	Building 532	3/12/2021 11:53	PAINT	Exterior	Siding	Metal	-	Green	B. Johnson	Negative	1	0.1	mg / cm ^2
143	Building 532	3/12/2021 11:54	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0.06	mg / cm ^2
144	Building 532	3/12/2021 11:54	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
145	Building 532	3/12/2021 11:58	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0.05	mg / cm ^2
146	Building 532	3/12/2021 11:59	PAINT	Exterior	PVC Pipe	PVC	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
147	Building 532	3/12/2021 12:00	PAINT	Exterior	Siding	Metal	-	Green	B. Johnson	Negative	1	0.07	mg / cm ^2
148	Building 532	3/12/2021 12:01	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0.02	mg / cm ^2
149	Building 532	3/12/2021 12:07	PAINT	Exterior	Bay Door	Metal	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
150	Building 532	3/12/2021 12:08	PAINT	Exterior	Door	Metal	-	Grey	B. Johnson	Negative	1	0.01	mg / cm ^2
151	Building 532	3/12/2021 12:09	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
152	Building 532	3/12/2021 12:09	PAINT	Exterior	Door	Metal	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
153	Building 532	3/12/2021 12:10	PAINT	Exterior	Door	Metal	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
154	Building 532	3/12/2021 12:10	PAINT	Exterior	Siding	Metal	-	Grey	B. Johnson	Negative	1	0	mg / cm ^2
155	Building 532	3/12/2021 12:10	PAINT	Exterior	Bay Door	Metal	-	White	B. Johnson	Negative	1	0	mg / cm ^2
	Building 532	3/12/2021 12:24	SHUTTER_CAL	Final					B. Johnson			1.18	cps

# XRF Readings

Sample ID	SITE	Time	Type	Location	Component	Substrate	Calibration	Color	Inspector	Results	Action Level	PbC	Units
157	Building 532	3/12/2021 12:34	PAINT	Exterior	Siding	Metal		Grey	B. Johnson	Negative	1	0	mg / cm ^2
158	Building 532	3/12/2021 12:37	PAINT	Exterior	Siding	Metal		Grey	B. Johnson	Positive	1	3.9	mg / cm ^2
159	Building 532	3/12/2021 12:38	PAINT	Exterior	Siding	Metal		Grey	B. Johnson	Negative	1	0	mg / cm ^2
160	Building 532	3/12/2021 12:39	PAINT	Exterior	Siding	Metal		Grey	B. Johnson	Negative	1	0	mg / cm ^2
161	Building 532	3/12/2021 12:39	PAINT	Exterior	Roll Up Door	Metal		Green	B. Johnson	Negative	1	0.06	mg / cm ^2
162	Building 532	3/12/2021 12:41	PAINT	Exterior	Structural Beam	Metal		Grey	B. Johnson	Positive	1	35	mg / cm ^2
163	Building 532	3/12/2021 12:41	PAINT	Exterior	Structural Beam	Metal		Grey	B. Johnson	Positive	1	18.2	mg / cm ^2
164	Building 532	3/12/2021 12:42	PAINT	Exterior	Structural Beam	Metal		Grey	B. Johnson	Positive	1	20.4	mg / cm ^2
165	Building 532	3/12/2021 12:43	PAINT	Exterior	Siding	Metal		Grey	B. Johnson	Negative	1	0	mg / cm ^2
166	Building 532	3/12/2021 12:45	PAINT	Exterior	Siding	Metal		Grey	B. Johnson	Negative	1	0	mg / cm ^2
167	Building 532	3/12/2021 12:46	PAINT	Exterior	Siding	Metal		Grey	B. Johnson	Negative	1	0	mg / cm ^2
168	Building 532	3/12/2021 12:48	PAINT	Exterior	Siding	Metal		Grey	B. Johnson	Negative	1	0.11	mg / cm ^2

**Attachment 4 Laboratory Certifications**

United States Department of Commerce  
National Institute of Standards and Technology



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## Certificate of Accreditation to ISO/IEC 17025:2017

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NVLAP LAB CODE: 102063-0

**NVL Laboratories, Inc.**  
Seattle, WA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:*

### **Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

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2020-07-23 through 2021-09-30

Effective Dates



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*For the National Voluntary Laboratory Accreditation Program*

A handwritten signature in blue ink that reads "Donna S. Lamm".

**SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017**

**NVL Laboratories, Inc.**

4708 Aurora Avenue N.

Seattle, WA 98103

Mr. Nghiep Vi Ly

Phone: 206-547-0100 Fax: 206-634-1936

Email: nick.l@nvllabs.com

<http://www.nvllabs.com>

**ASBESTOS FIBER ANALYSIS**

**NVLAP LAB CODE 102063-0**

**Bulk Asbestos Analysis**

**Code**

**Description**

18/A01

EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

18/A03

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

*For the National Voluntary Laboratory Accreditation Program*



March 29, 2019

Laboratory ID: 101861

Nghiep Vi Ly  
NVL Laboratories, Inc.  
4708 Aurora Avenue N.  
Seattle, WA 98103

Dear Mr./Ms. Ly:

Congratulations! The AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC's Analytical Accreditation Board (AAB) has approved NVL Laboratories, Inc. as an accredited Industrial Hygiene, Environmental Lead, Environmental Microbiology and Unique Scope laboratory.

Accreditation documentation includes the IHLAP, ELLAP, EMLAP and Unique Scopes accreditation certificate, scope of accreditation document and a copy of the current AIHA-LAP, LLC license agreement (if your completed agreement is not on file at AIHA-LAP, LLC). The accreditation symbol has been designed for use by all AIHA-LAP, LLC accredited laboratories. If your laboratory chooses to use the symbol in its advertising the laboratory's accreditation, you must complete and return the AIHA-LAP, LLC license agreement to a Laboratory Accreditation Specialist. Once submitted, an electronic copy of the accreditation symbol will be sent to you.

Laboratory accreditation shall be maintained by continued compliance with IHLAP, ELLAP, EMLAP and Unique Scopes requirements (*see Policy Modules 2B, 2C, 2D, 2E, and 6*), which includes proficient participation in AIHA-LAP, LLC approved proficiency testing, demonstration of competency, or round robin program as indicated on the AIHA-LAP "Approved PT and Round Robin" webpage, its associated Scope/PT table, and as required in Policy Module 6, for all Fields of Testing (FoTs) for which the laboratory is accredited. An accredited laboratory that wishes to expand into a new FoT must submit an updated accreditation application to AIHA-LAP, LLC for review by the AAB.

Any changes in ownership, laboratory location, personnel, FoTs/Methods, or significant procedural changes shall be reported to AIHA-LAP, LLC in writing within twenty (20) business days of the change.

The accreditation certificate is the property of AIHA-LAP, LLC and must be returned to us should your laboratory withdraw or be removed from the IHLAP, ELLAP, EMLAP and Unique Scopes.

Again, congratulations. If you have any questions, please contact Lauren Schnack, Laboratory Accreditation Specialist, at (703) 846-0716.

Sincerely,

Cheryl O. Morton  
Managing Director



## AIHA Laboratory Accreditation Programs, LLC

acknowledges that

### NVL Laboratories, Inc.

4708 Aurora Avenue N., Seattle, WA 98103

Laboratory ID: 101861

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC accreditation to the ISO/IEC 17025:2017 international standard, *General Requirements for the Competence of Testing and Calibration Laboratories* in the following:

#### LABORATORY ACCREDITATION PROGRAMS

✓ INDUSTRIAL HYGIENE	Accreditation Expires: June 01, 2021
✓ ENVIRONMENTAL LEAD	Accreditation Expires: June 01, 2021
✓ ENVIRONMENTAL MICROBIOLOGY	Accreditation Expires: June 01, 2021
<input type="checkbox"/> FOOD	Accreditation Expires:
✓ UNIQUE SCOPES	Accreditation Expires: June 01, 2021

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached **Scope of Accreditation**. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA-LAP, LLC requirements. This certificate is not valid without the attached **Scope of Accreditation**. Please review the AIHA-LAP, LLC website ([www.aihaaccreditedlabs.org](http://www.aihaaccreditedlabs.org)) for the most current Scope.

A handwritten signature in black ink that reads 'Beth Bair'.

---

Elizabeth Bair  
Chairperson, Analytical Accreditation Board

Revision 17 – 09/11/2018

A handwritten signature in black ink that reads 'Cheryl O. Morton'.

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Cheryl O. Morton  
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Date Issued: 03/29/2019



# AIHA Laboratory Accreditation Programs, LLC

## SCOPE OF ACCREDITATION

**NVL Laboratories, Inc.**  
4708 Aurora Avenue N., Seattle, WA 98103

Laboratory ID: **101861**  
Issue Date: 03/29/2019

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

### Industrial Hygiene Laboratory Accreditation Program (IHLAP)

**Initial Accreditation Date: 04/01/1997**

IHLAP Scope Category	Field of Testing (FoT) (FoTs cover all relevant IH matrices)	Technology sub-type/ Detector	Published Reference Method/Title of In-house Method	Method Description or Analyte (for internal methods only)
Spectrometry Core	Atomic Absorption	FAA	NIOSH 7082	
	Inductively-Coupled Plasma	ICP/AES	NIOSH 7300	
	X-ray Diffraction (XRD)		NIOSH 7500	
Asbestos/Fiber Microscopy Core	Phase Contrast Microscopy (PCM)		NIOSH 7400	
Miscellaneous Core	Gravimetric		NIOSH 0500	
			NIOSH 0600	

A complete listing of currently accredited Industrial Hygiene laboratories is available on the AIHA-LAP, LLC website at:  
<http://www.aihaaccreditedlabs.org>



## AIHA Laboratory Accreditation Programs, LLC

### SCOPE OF ACCREDITATION

**NVL Laboratories, Inc.**  
4708 Aurora Avenue N., Seattle, WA 98103

Laboratory ID: **101861**  
Issue Date: 03/29/2019

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

The EPA recognizes the AIHA-LAP, LLC ELLAP program as meeting the requirements of the National Lead Laboratory Accreditation Program (NLLAP) established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and includes paint, soil and dust wipe analysis. Air and composited wipes analyses are not included as part of the NLLAP.

#### **Environmental Lead Laboratory Accreditation Program (ELLAP)**

**Initial Accreditation Date: 02/07/1997**

<b>Field of Testing (FoT)</b>	<b>Technology sub-type/ Detector</b>	<b>Method</b>	<b>Method Description (for internal methods only)</b>
<b>Paint</b>		EPA SW-846 3051	
		EPA SW-846 7000B	
<b>Soil</b>		EPA SW-846 3051	
		EPA SW-846 7000B	
<b>Settled Dust by Wipe</b>		EPA SW-846 3051	
		EPA SW-846 7000B	
<b>Airborne Dust</b>		NIOSH 7082	

A complete listing of currently accredited Environmental Lead laboratories is available on the AIHA-LAP, LLC website at:  
<http://www.aihaaccreditedlabs.org>



## AIHA Laboratory Accreditation Programs, LLC

### SCOPE OF ACCREDITATION

**NVL Laboratories, Inc.**  
4708 Aurora Avenue N., Seattle, WA 98103

Laboratory ID: **101861**  
Issue Date: 03/29/2019

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

#### **Environmental Microbiology Laboratory Accreditation Program (EMLAP)**

**Initial Accreditation Date: 02/01/1997**

EMLAP Category	Field of Testing (FoT)	Method	Method Description (for internal methods only)
<b>Fungal</b>	Air - Direct Examination	SOP 12.133	In-House: Analysis of Spore Trap
	Bulk - Direct Examination	SOP 12.133	In-House: Bulk Analysis
	Surface - Direct Examination	SOP 12.133	In-House: Analysis of Surface Wipe

A complete listing of currently accredited Environmental Microbiology laboratories is available on the AIHA-LAP, LLC website at: <http://www.aihaaccreditedlabs.org>



## AIHA Laboratory Accreditation Programs, LLC

### SCOPE OF ACCREDITATION

**NVL Laboratories, Inc.**  
4708 Aurora Avenue N., Seattle, WA 98103

Laboratory ID: **101861**  
Issue Date: 03/29/2019

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

#### **Unique Scopes Laboratory Accreditation Program (Unique Scopes)**

**Initial Accreditation Date: 04/01/2013**

<b>Unique Scope Category</b>	<b>Field of Testing (FoT)</b>	<b>Method</b>	<b>Method Description (for internal methods only)</b>
<b>Consumer Product Testing</b>	Lead in Paint and Other Similar Surface Coatings	CPSC-CH.E1003-10	
	Total Lead in Metal Children's Product	CPSC-CH.E1001-08	
	Total Lead in Non-Metal Children's Products	CPSC-CH.E1002-08	

A complete listing of currently accredited Unique Scope laboratories is available on the AIHA-LAP, LLC website at:  
<http://www.aihaaccreditedlabs.org>



## NVL Laboratories, Inc Seattle, WA

has complied with provisions set forth in Chapter 173-50 WAC and is hereby recognized by the Department of Ecology as an ACCREDITED LABORATORY for the analytical parameters listed on the accompanying Scope of Accreditation.

This certificate is effective July 18, 2020 and shall expire July 17, 2021.

Witnessed under my hand on July 14, 2020.

A handwritten signature in black ink that reads "Rebecca Wood".

Rebecca Wood  
Lab Accreditation Unit Supervisor

Laboratory ID  
**C797**

# WASHINGTON STATE DEPARTMENT OF ECOLOGY

## ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

### SCOPE OF ACCREDITATION

#### NVL Laboratories, Inc

Seattle, WA

is accredited for the analytes listed below using the methods indicated. Full accreditation is granted unless stated otherwise in a note. EPA is the U.S. Environmental Protection Agency. SM is "Standard Methods for the Examination of Water and Wastewater." SM refers to EPA approved method versions. ASTM is the American Society for Testing and Materials. USGS is the U.S. Geological Survey. AOAC is the Association of Official Analytical Chemists. Other references are described in notes.

Matrix/Analyte	Method	Notes
<b>Drinking Water</b>		
Copper	EPA 200.9 Rev 2.2 (1994)	
Lead	EPA 200.9 Rev 2.2 (1994)	
<b>Solid and Chemical Materials</b>		
Arsenic	EPA 6010D_(7/14)	
Barium	EPA 6010D_(7/14)	
Cadmium	EPA 6010D_(7/14)	
Chromium	EPA 6010D_(7/14)	
Copper	EPA 6010D_(7/14)	
Lead	EPA 6010D_(7/14)	
Nickel	EPA 6010D_(7/14)	
Selenium	EPA 6010D_(7/14)	
Silver	EPA 6010D_(7/14)	
Zinc	EPA 6010D_(7/14)	
Mercury	EPA 7471B_(1/98)	
Aroclor-1016 (PCB-1016)	EPA 8082A_(2/07)	
Aroclor-1221 (PCB-1221)	EPA 8082A_(2/07)	
Aroclor-1232 (PCB-1232)	EPA 8082A_(2/07)	
Aroclor-1242 (PCB-1242)	EPA 8082A_(2/07)	
Aroclor-1248 (PCB-1248)	EPA 8082A_(2/07)	
Aroclor-1254 (PCB-1254)	EPA 8082A_(2/07)	
Aroclor-1260 (PCB-1260)	EPA 8082A_(2/07)	
Asbestos	EPA 600/R-93-116	1

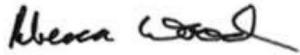
NVL Laboratories, Inc

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Matrix/Analyte	Method	Notes
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**Accredited Parameter Note Detail**

(1) Accreditation based in part on recognition of US Department of Commerce NIST NVLAP accreditation.



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07/14/2020

Authentication Signature

Date

Rebecca Wood, Lab Accreditation Unit Supervisor

---

Washington State Department of Ecology

Effective Date: 7/18/2020

Scope of Accreditation Report for NVL Laboratories, Inc

C797-20

Laboratory Accreditation Unit

Page 2 of 2

Scope Expires: 7/17/2021

**Attachment 5 Inspector Certifications**

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# THE ASBESTOS INSTITUTE

*Certifies that*

## Brian Johnson

has attended and received instruction in the EPA approved course

### AHERA Building Inspector Refresher

on

**July 07, 2020**

and successfully completed and passed the competency exam.

Certificate:  
ON-4644-2900-070720

Date of Examination:

7-Jul-2020

Date of Expiration:

07-Jul-2021



William T. Cavness  
Director



Approved Instructor

THE ASBESTOS INSTITUTE

20033 N. 19<sup>th</sup> Ave, Building 6, Phoenix, AZ 85027

602-864-6564 – [www.theasbestosinstitute.com](http://www.theasbestosinstitute.com)

*This training meets all requirements for asbestos certification under Toxic Substance Control Act Title II.*

# **STATE OF WASHINGTON**

## **Department of Commerce**

Lead-Based Paint Abatement Program

**Brian Gary Johnson**

*Has fulfilled the certification requirements of  
WAC 365-230  
and has been certified to conduct lead-based  
paint activities as a  
Risk Assessor*

**Certification #**

7170

**Issuance Date**

02/23/2021

**Expiration Date**

03/27/2024

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# THE ASBESTOS INSTITUTE

*Certifies that*

## Travis Forslund

has attended and received instruction in the EPA approved course

### AHERA Building Inspector Refresher

on

**November 04, 2020**

and successfully completed and passed the competency exam.

Certificate:  
ON-4644-721-110420

Date of Examination:

4-Nov-2020

Date of Expiration:

04-Nov-2021



William T. Cavness  
Director



Approved Instructor

THE ASBESTOS INSTITUTE

20033 N. 19<sup>th</sup> Ave, Building 6, Phoenix, AZ 85027

602-864-6564 – [www.theasbestosinstitute.com](http://www.theasbestosinstitute.com)

*This training meets all requirements for asbestos certification under Toxic Substance Control Act Title II.*

## **APPENDIX B:**

### **Environmental Notice: Occidental**

(notice 1, revision 7)

**February 2018**

# Environmental Notice

notice1 rev7 Feb 2018

## Port Activities

### Affected

Projects involving sub-surface access, such as excavations, drilling, entering utility vaults, etc.

Signing new leases

Planning or design of new terminals or buildings

### Internal Notification Lead Time

20 days for shallow excavations or entering utility vaults

60 days for all other projects to include redevelopment or tenant improvement

At start of lease negotiations

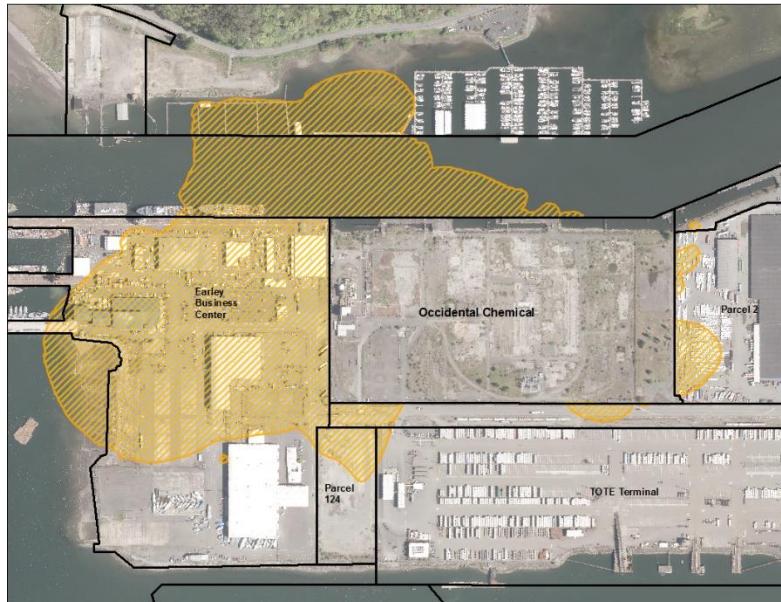
### Plan Accordingly:

Provide an explanation of planned activities and where they will occur to Port Environmental

For 60 day notice projects, submit plans, designs, and schedules. You may be asked to attend meetings with Agencies and Occidental.

The Port can advise on appropriate Health & Safety protocols.

## For Activities Near the Occidental Site



Solvent and pH contamination from the former manufacturing operations at the Occidental Chemical site on the Blair-Hylebos peninsula has spread onto neighboring Port of Tacoma properties.

The U.S. Environmental Protection Agency (EPA) and the WA Department of Ecology (Ecology) are overseeing Occidental's efforts to evaluate the contamination, identify the best cleanup approach, and finalize the cleanup plan.

Major cleanup activities are anticipated to begin in the next five years to address the worst of the contamination and the locations where contaminants are most likely

to affect human and ecological health.

In the interim, the Port of Tacoma has agreed to coordinate with EPA, Ecology, and Occidental regarding certain future activities planned for Port-owned properties within the boundaries of the Occidental contamination (the above-shaded areas).

Please help avoid delays to projects by incorporating this coordination process into your business planning/activities.

**Activities in the above-shaded areas require special health and safety considerations & may require pre-notification to EPA, Ecology, & Occidental. Let Port Environmental know your plans well in advance to help avoid unnecessary delays.**

**Call: Rob Healy (253)428-8643 or Jason Jordan (253) 830-5321**

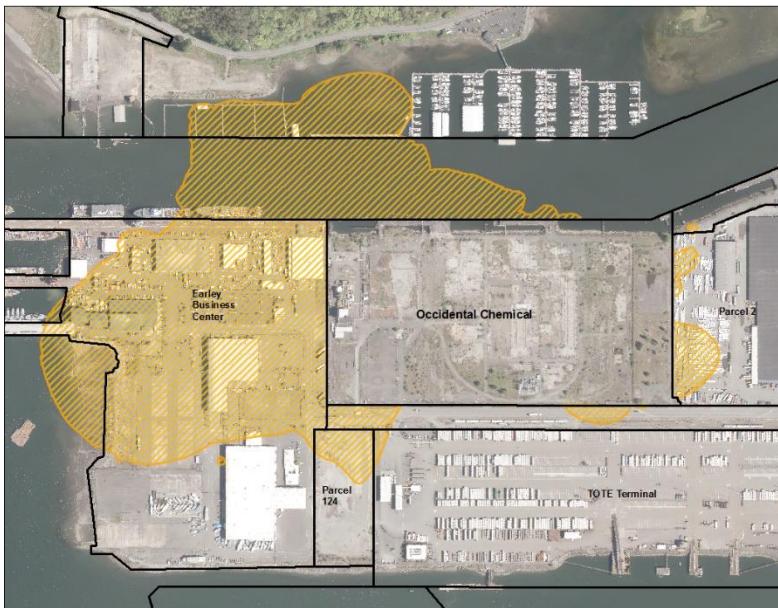
# pg. 2 Health & Safety Supplement

## Activities Affected

Projects involving subsurface access, such as excavations, drilling, entering utility vaults, etc.

Planning or design of new terminals or buildings

## **Special Procedures Required Near Occidental Site**



The following Health and Safety protocols apply to work on Port property within the above-noted plume boundary that involves subsurface access or disturbance:

- Workers must be 40 hour HAZWOPER trained and informed of the plume
- Project Health and Safety Plans should specifically address potential hazards due to inhalation of or contact with contaminants known to exist within the plume. These include, but are not limited to:
  - Chlorinated solvents and their breakdown products: Tetrachloroethene (PCE), Trichloroethene (TCE), Dichloroethene (DCE), and Vinyl Chloride (VC)
  - Caustic (high pH) conditions
  - Petroleum Hydrocarbons: gasoline, diesel, and fuel oil.

The most current data regarding contaminants and concentrations of concern are kept in the Port Environmental Programs department for reference.

**Activities in the above-shaded areas require special health and safety considerations & may require pre-notification to EPA, Ecology, & Occidental. Let Port Environmental know your plans well in advance to help avoid unnecessary delays.**

**Call: Rob Healy (253)428-8643 or Jason Jordan (253) 830-5321**