

**PORT OF TACOMA
TACOMA, WASHINGTON
PIERCE COUNTY TERMINAL OPERATIONAL
PAVEMENT REPAIRS**

**PROJECT NO. 201038.01
CONTRACT NO. 070857**


**Jane Vandenberg, PE
Director, Engineering**

**David Myers
Project Manager**

END OF PROJECT TITLE PAGE

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

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

<u>SEAL & SIGNATURE</u>	<u>SECTION(S)</u>
	Division 02 - Existing Conditions Division 03 - Concrete Division 31 - Earthwork Division 32 - Exterior Improvements

END OF SECTION

PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 01 01 - Project Title Page
- 00 01 07 - Seals Page
- 00 01 10 - Table of Contents
- 00 01 15 - List of Drawing Sheets
- 00 11 13 - Advertisement for Bids
- 00 21 00 - Instructions to Bidders
- 00 26 00 - Substitution Procedures During Bidding
- 00 31 26 - Existing Hazardous Material Information
- 00 41 00 - Bid Form
- 00 43 13 - Bid Security Form
- 00 43 25 - Substitution Request Form During Bidding
- 00 45 13 - Responsibility Criteria
- 00 52 00 - Agreement Form
- 00 61 13.13 - Performance Bond
- 00 61 13.16 - Payment Bond
- 00 61 23 - Retainage Bond
- 00 72 00 - General Conditions
- 00 73 16 - Insurance Requirements
- 00 73 46 - Washington State Prevailing Wage Rates
- 00 73 63 - Security Requirements

SPECIFICATIONS

DIVISION 01 -- GENERAL REQUIREMENTS

- 01 10 00 - Summary
- 01 14 00 - Work Restrictions
- 01 20 00 - Price and Payment Procedures
- 01 25 00 - Substitution Procedures During Construction
- 01 26 00 - Change Management Procedures
- 01 30 00 - Administrative Requirements
- 01 31 23 - Web-based Construction Management
- 01 33 00 - Submittal Procedures
- 01 35 29 - Health, Safety, and Emergency Response Procedures
- 01 35 43.13 - Hazardous Materials Handling Procedure

- 01 35 43.19 - Export Soil Management
- 01 35 47 - Air and Noise Control Procedures
- 01 41 00 - Regulatory Requirements
- 01 42 19 - Reference Standards
- 01 45 00 - Quality Control
- 01 50 00 - Temporary Facilities and Controls
- 01 55 00 - Vehicular Access and Parking
- 01 57 13 - TESC and Project SWPPP
- 01 60 00 - Product Requirements
- 01 71 00 - Examination and Preparation
- 01 74 13 - Construction Cleaning
- 01 74 19 - Waste Management
- 01 77 00 - Closeout Procedures
- DIVISION 02 -- EXISTING CONDITIONS
 - 02 41 10 - Site Preparation
- DIVISION 03 -- CONCRETE
 - 03 30 00 - Cast-in-Place Concrete
- DIVISION 31 -- EARTHWORK
 - 31 00 00 - Earthwork
- DIVISION 32 -- EXTERIOR IMPROVEMENTS
 - 32 12 16 - Asphalt Paving
 - 32 12 16.01 - Asphalt Concrete Pavement (Emergency/Winter Mix)

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

Sheet No.	Drawing Title
1	G1.01 Cover Page & Sheet Index
2	G1.02 General Notes, Abbreviations & Legend
3	G1.03 TESC Details
4	C0.00 Site Plan
5	C1.01 Enlarged Utilities Plan 01
6	C1.02 Enlarged Utilities Plan 02
7	C1.03 Enlarged Utilities Plan 03
8	C1.04 Enlarged Utilities Plan 04
9	C1.05 Enlarged Utilities Plan 05
10	C2.01 Site Details 01
11	C2.02 Site Details 02
12	C2.03 Site Details 03
13	C2.04 Site Details 04
14	C2.05 Site Details 05
15	C2.06 Site Details 06
16	C2.07 Paving Sections
17	Reference Sheet S1.1

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF LIST OF DRAWINGS

PIERCE COUNTY TERMINAL OPERATIONAL PAVEMENT REPAIRS

PROJECT NO. 201038.01 | CONTRACT NO. 070857

- Scope of Work:** The work required for this project includes: Grinding and replacement of failed asphalt sections throughout the container yard. Grinding will be completed by mechanical grinders to a depth of 4-1/2" with replacement pavement being placed in two lifts and finished to match surrounding paved areas. A second component of the work includes the placement of concrete collars around utility basin lids. This effort will include sawcutting and removal of the existing asphalt pavement, forming and placing of the reinforced collar, and replacement of asphalt against the collar.
- Contract Amount:** Contract amount is Not to Exceed \$750,000, plus Washington State Sales Tax (WSST).
- Sealed Bid Date/Time/ Location:** Bids will be received at the Front Reception Desk, Port Administration Office, One Sitcum Plaza, Tacoma, Washington until **2:00 P.M. on August 7, 2018**, at which time they will be publicly opened and read aloud.
- Bidding Security:** Each bid must be accompanied by a Certified Check or Bid Security Bond in an amount equal to five (5) percent of the bid.
- Contact Information:** All questions are to be put into writing to the Port at procurement@portoftacoma.com. No oral answers will be binding by the Port.
- Bidding Documents:** Plans, Specifications, Addenda, and Plan Holders List for this project are available on-line through The Port of Tacoma's Website www.portoftacoma.com. Click on "Contracts"; "Procurement", and then the Procurement Number 070857. Bidders must subscribe to the Holder's List on the right hand side of the screen in order to receive automatic email notification of future addenda and to be placed on the Holder's List.
- Contact procurement@portoftacoma.com with questions. The Plan Holder's Lists will be updated regularly. Additional Instructions available in 00 21 00 - Instructions to Bidders.

END OF SECTION

PART 1 - SUMMARY

1.01 DEFINITIONS

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

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

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

1.02 BIDDER'S REPRESENTATIONS

By making its Bid, each Bidder represents that:

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

1.03 BIDDING DOCUMENTS

- A. COPIES

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

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

C. SUBSTITUTIONS

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

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 components bids to a total or the identification of component amounts within a total. In case of discrepancy between unit prices listed and their sum(s), the unit prices listed shall govern (rather than the sum).
4. Initial Changes. Any interlineation, alteration, or erasure shall be initialed by an authorized representative of the Bidder.
5. Bid Breakdown. The Bid Form may contain, for the Port's accounting purposes only, a breakdown of some or all of the components included in the Base Bid.
 - a. For lump sum bids, the total Contract Sum shall be submitted.
 - b. For unit price bids, a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the total Contract Sum.
6. Alternates. All Alternates should be Bid. The Port reserves the right, but is not obligated, to reject any Bid on which all requested Alternates are not Bid. If no change in the Base Bid is required for an Alternate, enter "Zero" or "0." If there is no entry, the Bidder will be presumed to have made no offer to perform the Alternate. If it is not otherwise clear from the Bid or the nature of the Alternate, it will be presumed that the amount listed for an Alternate is additive rather than deductive.

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

B. BID SECURITY

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

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

C. SUBMISSION OF BIDS

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

D. MODIFICATION OR WITHDRAWAL OF BID

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

E. COMMUNICATIONS

1. Communications from a Bidder related to these Instructions to Bidders must be in writing to procurement@portoftacoma.com. Communications, including but not limited to, notices

and requests by Sub-Bidders shall be made through the Bidder and not directly by a Sub-Bidder to the Port.

1.05 CONSIDERATION OF BIDS

- A. OPENING OF BIDS: Unless stated otherwise in the Advertisement or Invitation to Bid or an Addendum, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and any Alternate Bids will promptly (and generally within 24 hours) be made available to Bidders and other interested parties.
- B. REJECTION OF BIDS: The Port shall have the right, but not the obligation, to reject any or all Bids for any reason or for no reason, to reject a Bid not accompanied by the required Bid security, or to reject a Bid which is in any way incomplete or irregular.
- C. BIDDING MISTAKES: The Port will not be obligated to consider notice of claimed Bid mistakes received more than 24 hours after the Bid Date. In accordance with Washington law, a low Bidder that claims error and fails to enter into the Contract is prohibited from Bidding on the Project if a subsequent call for Bids is made for the Project.
- D. ACCEPTANCE OF BID (AWARD)
 - 1. Intent to Accept. The Port intends (but is not bound) to Award a Contract to the Responsible Bidder with the lowest responsive Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Port has the right to waive any informality or irregularity in any Bid(s) received and to accept the Bid which, in its judgment, is in its own best interests.
 - 2. Alternates. The Port shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Contract or Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates (if any) accepted. Failure to submit Bids on all Alternates may be cause for rejecting the Bidder's entire Bid. The Port retains the right to accept Alternate Bid items at the price Bid within sixty (60) days after the Contract is executed.
 - 3. Requirements for Award. Before the Award, the lowest responsive Bidder must be deemed Responsible by the Port and must satisfy all Award Requirements.
- E. BID PROTEST PROCEDURES
 - 1. Procedure. A Bidder protesting for any reason the Bidding Documents, a Bidding procedure, the Port's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to, a finding of non-Responsibility, the Award of the Contract or any other aspect arising from, or relating in any way to, the Bidding shall cause a written protest to be filed with the Port within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to procurement@portoftacoma.com.
 - 2. Consideration. Upon receipt of the written protest, the Port will consider the protest. The Port may, within three (3) business days of the Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Port, the Contracts Director of the Port or his or her designee will review the issues and promptly furnish a

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

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

1.06 POST BID INFORMATION

A. THE LOWEST RESPONSIVE BIDDER SHALL:

1. Responsibility Detail Form. Within 24 hours of the Low Responsive Bidder Selection Notification, the apparent low Bidder shall submit to the Port the Responsibility Detail Form and Project Example Sheets (Section 00 45 13) executed by an authorized company officer. As requested from the Port, the low, responsive Bidder shall provide written confirmation that the person signing the Bid on behalf of the Bidder was duly authorized at the time of bid, a detailed breakdown of the Bid in a form acceptable to the Port, and other information required by the Port.
2. Within ten (10) days after the Port's Notice of Award of the Contract, the apparent low Bidder shall also submit to the Port:
 - a. Additional information regarding the use of the Bidder's own forces and the use of subcontractors and suppliers;
 - b. The names of the persons or entities (including a designation of the Work to be performed with the Bidder's own forces, and the names of those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work (i.e., either a listed Sub-Bidder or a Sub-Bidder performing Work valued at least ten percent (10%) of the Base Bid), consistent with the listing required with the Bid; and
 - c. The proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work.
3. Failure to provide any of the above information in a timely manner will constitute an event of breach permitting forfeiture of the Bid security.
4. Bidder Responsibility. The Bidder will be required to establish, to the satisfaction of the Port, the reliability and responsibility of itself and the persons or entities proposed to furnish and perform the Work described in the Bidding Documents. If requested, the Bidder shall meet with the Port to discuss the Bid, including any pricing, the Bid components, and any assumptions made by the Bidder.
5. Objection. Prior to an Award of the Contract, the Port will notify the Bidder in writing if the Port, after due investigation, has reasonable objection to the Bidder or a person or entity proposed by the Bidder. Upon receiving such objection, the Bidder may, at Bidder's option, (1) withdraw their Bid, (2) submit an acceptable substitute person or entity with no change in the Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there is a cost to the Bidder occasioned by such substitution, or (3) file a protest in accordance with the Bidding Documents.

6. Change. Persons and entities proposed by the Bidder, to whom the Port has made no reasonable objection, must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Port.
7. Right to Terminate. The Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. If a Bidder makes a material misrepresentation on a Qualification Statement, the Port has the right to terminate the Contract for cause and may then pursue any remedies that exist under the Contract or that are otherwise available.

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

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

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

1.08 FORM OF AGREEMENT

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions Division 00 and Division 01 Specifications sections, shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding.

1.02 SUMMARY

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

1.03 DEFINITIONS

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

1.04 SUBMITTALS

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

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

1.05 QUALITY ASSURANCE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 HAZARDOUS MATERIALS NOTICE

- A. The Port is reasonably certain that asbestos and lead will not be disturbed by the project. If the Contractor encounters material suspected of containing lead or asbestos which will interfere with the execution of the work, the Contractor shall stop work and notify the Engineer.

1.03 NOTIFICATION AND SUSPENSION

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

BIDDER'S NAME: _____

PROJECT TITLE: PIERCE COUNTY TERMINAL OPERATIONAL PAVEMENT REPAIRS

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

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

Item No.	Description of Item	UOM	Unit Bid Quantities	Unit Prices	Extended Amounts
1	Mobilization and Demobilization	LS	1		
2	Asphalt Pavement (Less than 50)	TON	30		
3	Asphalt Pavement (Less than 150)	TON	130		
4	Asphalt Pavement (Less than 300)	TON	190		
5	Asphalt Pavement (300 or Greater)	TON	3,500		
6	Asphalt Pavement (Emergency/Winter Mix)	TON	20		
7	Asphalt Tack Coat	SY	30,000		
8	Crack Sealant	LF	2,000		
9	Asphalt Saw Cutting (12" Thickness)	LF	500		
10	Asphalt Removal (12" Thickness)	SY	200		
11	Profile/Grinding Asphalt: 4-1/2" Depth (Less than 100)	SY	140		
12	Profile/Grinding Asphalt: 4-1/2" Depth (100 or Greater)	SY	15,000		
13	In/Out Costs for 11 and 12	Each	2		
14	Street Sweeper	Day	2		
15	Water Truck	Day	2		
16	Dump Truck, Solo (10 CY)	Day	2		
17	Dump Truck with Trailer	Day	2		
18	Mini Excavator	Day	2		

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

Item No.	Description of Item	UOM	Unit Bid Quantities	Unit Prices	Extended Amounts
19	Excavator +/- 12.5M (.75 CY)(EX 120 or equal)	Day	2		
20	In/Out Cost for Item 18 or 19	Each	2		
21	Hydraulic Breaker for Item 19	Hour	4		
22	Track Loader +/- 57HP (Skid Steer)(Cat 275 or equal)	Hour	4		
23	In/Out Cost for Item 22	Each	1		
24	Wheel Loader +/- 130HP (2.5CY)(JD444 or equal)	Hour	4		
25	In/Out Cost for Item 24	Each	1		
26	Vac Truck	Hour	4		
27	Compressor w/Breaker or Hammer (185 CFM or equal)	Hour	4		
28	Preparation of Grade	SY	180		
29	Concrete	CY	40		
30	Flowable Fill Base Course	CY	50		
31	Grout 60 LB Bag	Each	5		
32	Catch Basin, Type 1	Each	1		
33	Catch Basin, Type 2	Each	1		
TAXABLE BASE BID SUBTOTAL					

TOTAL BID AMOUNT	
------------------	--

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

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

- a. Retained percentages will be retained by the Port in a fund; or

(Initials)

- b. Deposited by the Port in an interest-bearing account in a bank, mutual savings bank or savings and loan association; or

(Initials)

- c. Placed in escrow with a bank or trust company; or

(Initials)

- d. Retainage Bond in an amount equal to 5% of the Contract Sum plus
Change Orders.

(Initials)

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

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

Addenda. Bidder acknowledges review of all Addenda through No. _____

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

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

Name of Firm

Date

Signature

By Title

Mailing Address

City, State Zip Code

Telephone Number

Email Address

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

Unified Business Identifier (UBI) No.	Employment Security Department No.
---------------------------------------	------------------------------------

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

END OF SECTION

KNOW ALL MEN BY THESE PRESENTS:

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

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

SIGNED, SEALED AND DATED THIS _____ day of _____, 20____

BY _____
Principal

BY _____
Surety

Agent and Address

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

END OF SECTION

Project Title: Pierce County Terminal
Operational Pavement
Repairs

Project No. 201038.01

Submitted By: _____

Contract No. 070857

Prime/Sub/Supplier: _____

Date: _____

Specification Title: _____

Section No. _____

Description: _____

Paragraph: _____

_____ Page No. _____

Proposed
Substitution: _____

Trade Name: _____

Model No. _____

Manufacturer: _____

Address: _____

Phone No. _____

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

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

The Undersigned certifies:

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

Submitted By: _____

Signed By: _____ Firm: _____

Address: _____

Telephone: _____ Email: _____

Supporting Data Attached:

☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ Other _____

ENGINEER'S REVIEW AND ACTION

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

Signed By: _____ Date: _____

END OF SECTION

THE LOW RESPONSIVE BIDDER SHALL BE REQUIRED TO COMPLETE THIS RESPONSIBILITY DETAIL FORM AS SPECIFIED IN SECTION 00 21 00 – INSTRUCTIONS TO BIDDERS. THIS COMPLETED RESPONSIBILITY DETAIL FORM SHALL BE SUBMITTED ELECTRONICALLY (PDF) VIA EMAIL TO THE CONTACT(S) IDENTIFIED IN THE LOW RESPONSIVE BIDDER SELECTION NOTIFICATION. THIS IS NOT TO BE SUBMITTED WITH A BID.

BIDDER'S COMPANY NAME: _____

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

1.0 MANDATORY BIDDER RESPONSIBILITY CRITERIA

- A. The Bidder shall meet the following mandatory responsibility criteria as described in RCW 39.04.350(1). The Bidder shall be rejected as not responsible if any answer to questions 1 through 5 is "No" or any answer to questions 6 through 8 is "Yes."
1. Does the Bidder have a Certificate of Registration in compliance with RCW 18.27?
_____ YES _____ NO
 2. Does the Bidder have a current Washington State Unified Business Identifier number?
_____ YES _____ NO
 3. Does the Bidder have Industrial Insurance Coverage for the Bidder's employees working in Washington State as required in RCW 51?
_____ YES _____ NO
 4. Does the Bidder have an Employment Security Department number as required in RCW 50?
_____ YES _____ NO
 5. Does the Bidder have a Washington State Excise Tax Registration number as required in RCW 82?
_____ YES _____ NO
 6. Has the Bidder been disqualified from bidding on any public works project under RCW 39.06.010 or 39.12.065(3)?
_____ YES _____ NO
 7. Has the Bidder violated RCW 39.04.370 more than one time as determined by the Washington State Department of Labor and Industries?
_____ YES _____ NO
 8. Has the Bidder ever been found to be out of compliance with Apprenticeship Utilization requirements of RCW 39.04.320?
_____ YES _____ NO

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

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

1.1 CONTRACT AND REGULATORY HISTORY

- A. The Port will evaluate whether the Bidder's contract and regulatory history demonstrates an acceptable record of past project performance and consistent responsibility. The Bidder shall answer the following questions. The Bidder may be rejected as not responsible if any answer to questions 1 through 5 below is "Yes".
1. Has the Bidder had a contract terminated for cause or default, in the last 5 years?
_____ YES _____ NO **If YES, please explain below.**
 2. Has the Bidder required a Surety to take over all, or a portion of, a project to cure or respond to an asserted default or material breach of contract on the part of the Bidder on any public works project, in the last 5 years?
_____ YES _____ NO **If YES, please explain below.**
 3. Have the Bidder and major Sub-Bidders been in bankruptcy, reorganization and/or receivership on any public works project, in the last 5 years?
_____ YES _____ NO **If YES, please explain below.**
 4. Have the Bidder and major Sub-Bidders been disqualified by any state or local agency from being awarded and/or participating on any public works project, in the last 5 years?
_____ YES _____ NO **If YES, please explain below.**

1.2 ACCIDENT/INJURY EXPERIENCE

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

YEAR	EFFECTIVE YEAR	EXPERIENCE FACTOR
1		
2		
3		

4		
5		

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

1.3 WORK PERFORMED BY BIDDER

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

_____%

1.4 PROJECT EXAMPLE SHEETS

- A. As part of completing this Responsibility Detail Form, the Bidder shall be required to complete the following Project Example Sheets. The Bidder shall provide one project example sheet for each project submitted.
- B. If necessary, the Bidder shall print the appropriate number of additional Project Example Sheets in order to satisfy the project information requirements.**
- C. 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.
- D. The Bidder shall submit its completed Project Example Sheets with this SIGNED Responsibility Detail Form electronically (PDF) via email to the Contact(s) noted on the Low Responsive Bidder Selection Notification.

PROJECT: PIERCE COUNTY TERMINAL OPERATIONAL PAVEMENT REPAIRS
PROJECT NUMBER: 201038.01 | CONTRACT NUMBER: 070857

The information provided below is true and complete.	
Signature of Authorized Representative	Date
Print Name and Title	

END OF SECTION

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

The "Contractor":	_____	(Legal Name)
	_____	(Address)
	_____	(Address 2)
	_____	(Phone No.)
The "Project" is:	<u>Pierce County Terminal Operational Pavement Repairs</u>	(Title)
	<u>201038.01 070857</u>	(Project/ Contract No.)
	<u>Pierce County Terminal</u>	(Project Address)
	<u>4515 SR 509, North Frontage Road, Tacoma</u>	(Project Address 2)
	<u>Wa</u>	
The "Engineer" is:	<u>Jane Vandenberg, PE</u>	(Engineer)
	<u>Director of Engineering</u>	(Title)
	<u>jvandenberg@portoftacoma.com</u>	(Email)
	<u>(253) 592-6777</u>	(Phone No.)
The "Contractor's Representative" is:	_____	(Representative)
	_____	Title
	_____	(Email)
	_____	(Phone No.)

BACKGROUND AND REPRESENTATIONS:

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

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

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

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

AGREEMENT:

The Port and the Contractor agree as follows:

1.0 CONTRACTOR TO FULLY PERFORM THE WORK

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

2.0 DATE OF COMMENCEMENT

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

3.0 CONTRACT TIME AND LIQUIDATED DAMAGES

The Contractor shall achieve all interim completion as set forth in executed Task Orders and Final Completion of the entire Contract not later than **130 calendar days** from contract execution, subject to adjustments of this Contract Time as provided in the Contract Documents, or until all funds are depleted, whichever comes first.

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

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

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

4.0 CONTRACT PRICE

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

5.0 ALTERNATES

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

_____.

6.0 INSURANCE AND BONDS

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

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

CONTRACTOR

PORT OF TACOMA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Execution
Date: _____

END OF SECTION

PERFORMANCE BOND # _____

CONTRACTOR (NAME AND ADDRESS)

SURETY (NAME AND PRINCIPLE PLACE OF BUSINESS)

OWNER (NAME AND ADDRESS)

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

AGENT OR BROKER (FOR INFORMATION ONLY)

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS:

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

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

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

FURTHER:

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

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

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

IMPORTANT: Surety companies executing bonds must have an A.M. Best Rating of A- FSC of (6) or higher, appear on the Treasury Department's most current list (Circular 570 as amended), have an underwriting limitation of not less than the Contract Sum, and be authorized to transact business in the State of Washington.

SURETY

CONTRACTOR

Signature

Signature

Print Name and Title

Print Name and Title

END OF SECTION

LABOR AND MATERIAL PAYMENT BOND # _____

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

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

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

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

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

Signed and Sealed this _____ day of _____, 2018.

IMPORTANT: Surety companies executing bonds must have an A.M. Best Rating of A-FSC of (6) or higher and appear on the Treasury Department's most current list (Circular 570 as amended), have an underwriting limitation of not less than the Contract Sum, and be authorized to transact business in the State of Washington.

SURETY

CONTRACTOR

Signature

Printed Name and Title

Printed Name and Title

Power of Attorney attached.

END OF SECTION

BOND NO. _____
PROJECT TITLE: PIERCE COUNTY
TERMINAL OPERATIONAL
PAVEMENT REPAIRS
PROJECT NO. 201038.01
CONTRACT NO. 070857

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

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

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

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

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

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

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

By:

Principal

Address:

City/State/

Zip:

Phone:

Surety

Name:

By:

Attorney-in-Fact

Address:

City/State/

Zip:

Phone:

IMPORTANT: Surety companies executing bonds must have an A.M. Best Rating of A-FSC of (6) or higher, appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington.

END OF SECTION

TABLE OF CONTENTS	PAGE
ARTICLE 1 - THE CONTRACT DOCUMENTS	3
1.01 GENERAL	3
1.02 DEFINITIONS	3
1.03 INTENT OF THE CONTRACT DOCUMENTS	4
1.04 CORRELATION OF THE CONTRACT DOCUMENTS	4
1.05 OWNERSHIP OF THE CONTRACT DOCUMENTS	5
ARTICLE 2 - PORT OF TACOMA	5
2.01 AUTHORITY OF THE ENGINEER	5
2.02 ADMINISTRATION OF THE CONTRACT	5
2.03 INFORMATION PROVIDED BY THE PORT	6
2.04 CONTRACTOR REVIEW OF PROJECT INFORMATION	6
2.05 PORT'S RIGHT TO REJECT, STOP AND/OR CARRY-OUT THE WORK ...	6
2.06 SEPARATE CONTRACTORS	7
2.07 OFFICERS AND EMPLOYEES OF THE PORT	7
ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES	7
3.01 DUTY TO PERFORM THE ENTIRE WORK	7
3.02 OBSERVED ERRORS, INCONSISTENCIES, OMISSIONS OR VARIANCES IN THE CONTRACT DOCUMENTS	7
3.03 SUPERVISION AND RESPONSIBILITY FOR SUBCONTRACTORS	8
3.04 MATERIALS AND EQUIPMENT	8
3.05 CONTRACTOR WARRANTIES	8
3.06 REQUIRED WAGES	9
3.07 STATE AND LOCAL TAXES	9
3.08 PERMITS, LICENSES, FEES, AND ROYALTIES	10
3.09 SAFETY	10
3.10 CORRECTION OF WORK	11
3.11 UNCOVERING OF WORK	11
3.12 RELOCATION OF UTILITIES	11
3.13 LABOR	12
3.14 INDEMNIFICATION	12
3.15 WAIVER OF CONSEQUENTIAL DAMAGES	13
ARTICLE 4 - SUBCONTRACTORS AND SUPPLIERS	13
4.01 RESPONSIBILITY FOR ACTIONS OF SUBCONTRACTORS AND SUPPLIERS	13
4.02 AWARD OF CONTRACTS TO SUBCONTRACTORS AND SUPPLIERS	13
4.03 SUBCONTRACTOR AND SUPPLIER RELATIONS	14
ARTICLE 5 - WORKFORCE AND NON-DISCRIMINATION REQUIREMENTS	15
5.01 COMPLIANCE WITH NON-DISCRIMINATION LAWS	15
5.02 SMALL BUSINESS ENTERPRISE PARTICIPATION	15
ARTICLE 6 - CONTRACT TIME AND COMPLETION	15
6.01 CONTRACT TIME	15
6.02 PROGRESS AND COMPLETION	15
6.03 SUBSTANTIAL COMPLETION	16
6.04 COMPLETION OF PUNCH LIST	16
6.05 FINAL COMPLETION	16
6.06 FINAL ACCEPTANCE	17
6.07 PORT'S RIGHT TO USE THE PREMISES	17

ARTICLE 7 - PAYMENT	17
7.01 ALL PAYMENTS SUBJECT TO APPLICABLE LAWS AND SCHEDULE OF VALUES	17
7.02 APPLICATIONS FOR PAYMENT	18
7.03 PROGRESS PAYMENTS	18
7.04 PAYMENT BY CONTRACTOR TO SUBCONTRACTORS	18
7.05 FINAL PAYMENT	18
7.06 RETAINAGE	19
7.07 DISPUTED AMOUNTS	20
7.08 EFFECT OF PAYMENT	20
7.09 LIENS	20
ARTICLE 8 - CHANGES IN THE WORK	20
8.01 CHANGES IN THE WORK	20
8.02 CHANGES IN THE CONTRACT SUM	22
8.03 CHANGES IN THE CONTRACT TIME	25
8.04 RESERVATION OF RIGHTS	26
8.05 UNIT PRICES	26
ARTICLE 9 - SUSPENSION AND TERMINATION OF CONTRACT	26
9.01 PORT'S RIGHT TO SUSPEND WORK	26
9.02 TERMINATION OF CONTRACT FOR CAUSE BY THE PORT	27
9.03 TERMINATION OF CONTRACT FOR CONVENIENCE BY THE PORT	27
9.04 TERMINATION OF CONTRACT BY THE CONTRACTOR	28
9.05 SUBCONTRACT ASSIGNMENT UPON TERMINATION	28
ARTICLE 10 - BONDS	28
10.01 CONTRACTOR PERFORMANCE AND PAYMENT BONDS	28
ARTICLE 11 - DISPUTE RESOLUTION	29
11.01 NOTICE OF PROTEST AND CLAIM	29
11.02 MEDIATION	30
11.03 LITIGATION	31
ARTICLE 12 - MISCELLANEOUS	31
12.01 GENERAL	31
12.02 WAIVER	31
12.03 GOVERNING LAW	32
12.04 COMPLIANCE WITH LAW	32
12.05 ASSIGNMENT	32
12.06 TIME LIMIT ON CAUSES OF ACTION	32
12.07 SERVICE OF NOTICE	32
12.08 RECORDS	33
12.09 STATUTES	33

ARTICLE 1 - THE CONTRACT DOCUMENTS

1.01 GENERAL

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

1.02 DEFINITIONS

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

1.03 INTENT OF THE CONTRACT DOCUMENTS

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

1.04 CORRELATION OF THE CONTRACT DOCUMENTS

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

- E. Bid quantities are estimates only. Any “bid quantities” set forth in the Contract Documents are estimates only. The Port does not warrant that the actual amount of Work will correspond to any estimates. The basis of payment will be the actual quantities performed in accordance with the Contract Documents.

1.05 OWNERSHIP OF THE CONTRACT DOCUMENTS

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

ARTICLE 2 - PORT OF TACOMA

2.01 AUTHORITY OF THE ENGINEER

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

2.02 ADMINISTRATION OF THE CONTRACT

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

2.03 INFORMATION PROVIDED BY THE PORT

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

2.04 CONTRACTOR REVIEW OF PROJECT INFORMATION

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

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

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

or all of the Work and may deduct the cost thereof from any payment then or later due the Contractor.

2.06 SEPARATE CONTRACTORS

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

2.07 OFFICERS AND EMPLOYEES OF THE PORT

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

ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES

3.01 DUTY TO PERFORM THE ENTIRE WORK

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

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

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

omission, or variance, the Contractor shall assume full responsibility and shall bear all costs, liabilities, and damages attributable to the error, inconsistency, omission, or variance.

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

3.03 SUPERVISION AND RESPONSIBILITY FOR SUBCONTRACTORS

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

3.04 MATERIALS AND EQUIPMENT

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

3.05 CONTRACTOR WARRANTIES

- A. Work will be of good quality and performed in workmanlike manner. In addition to any specific warranties set forth in the Contract Documents, the Contractor warrants that the Work, including all materials and equipment furnished under the Contract, will be of good quality and

new, will be performed in a skillful and workmanlike manner, and will conform to the requirements of the Contract Documents. Any Work not conforming to this warranty, including unapproved or unauthorized substitutions, shall be considered defective.

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

3.06 REQUIRED WAGES

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

3.07 STATE AND LOCAL TAXES

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

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

3.08 PERMITS, LICENSES, FEES, AND ROYALTIES

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

3.09 SAFETY

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

3.10 CORRECTION OF WORK

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

3.11 UNCOVERING OF WORK

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

3.12 RELOCATION OF UTILITIES

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

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

3.13 LABOR

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

3.14 INDEMNIFICATION

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

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

3.15 WAIVER OF CONSEQUENTIAL DAMAGES

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

ARTICLE 4 - SUBCONTRACTORS AND SUPPLIERS

4.01 RESPONSIBILITY FOR ACTIONS OF SUBCONTRACTORS AND SUPPLIERS.

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

4.02 AWARD OF CONTRACTS TO SUBCONTRACTORS AND SUPPLIERS

- A. Contractor to provide proposed Subcontractor information. The Contractor, within ten (10) days after the Port's notice of award of the Contract, shall provide the Engineer with the names of the persons or entities proposed to perform each of the principal portions of the Work (i.e., either a Subcontractor listed in a bid or proposal or a Subcontractor performing Work valued at least ten percent (10%) of the Contract Sum), 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 SMALL BUSINESS ENTERPRISE PARTICIPATION.

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

ARTICLE 6 - CONTRACT TIME AND COMPLETION

6.01 CONTRACT TIME

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

6.02 PROGRESS AND COMPLETION

- A. Contractor to maintain schedule. The Contractor's sequence and method of operations, application of effort, and work force shall at all times be created and implemented to ensure the orderly, expeditious, and timely completion of the Work and performance of the Contract. The Contractor shall furnish sufficient forces and shall work such hours, including extra shifts, overtime operations, and weekend and holiday work as may be necessary to ensure completion of the Work within the Contract Time and the approved Progress Schedule.
- B. Contractor to take necessary steps to meet schedule. If the Contractor fails substantially to perform in a timely manner in accordance with the Contract Documents and, through the fault of the Contractor or Subcontractor(s) of any tier, fails to meet the Progress Schedule, the Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations or days of work, or by other means and methods, all without additional cost to the Port. If the Contractor believes that any

action or inaction of the Port constitutes acceleration, the Contractor shall immediately notify the Port in writing and shall not accelerate the Work until the Port either directs the acceleration in writing or denies the constructive acceleration.

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

6.03 SUBSTANTIAL COMPLETION

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

6.04 COMPLETION OF PUNCH LIST

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

6.05 FINAL COMPLETION

- A. Final Completion. Upon receipt of written notice from the Contractor that all punch list items and other Contract requirements are completed, the Contractor will notify the Port, and the Port will perform a final inspection. If the Port determines that some or all of the punch list items have not been addressed, the Contractor shall be responsible to the Port for all costs, including re-inspection fees, for any subsequent reviews to determine completion of the punch list. When the Port determines that all punch list items have been satisfactorily addressed, that the Work is acceptable under the Contract Documents, and that the Work has fully been performed, the Port will promptly notify the Contractor of Final Completion.

- B. Contractor responsible for costs if Final Completion is not timely achieved. In addition to any liquidated damages, the Contractor is liable for, and the Port may deduct from any amounts due the Contractor, all costs incurred by the Port for services performed after the contractual date of Final Completion, whether or not those services would have been performed prior to that date had Final Completion been timely achieved.
- C. Final Completion submittals. The Port is not obligated to accept the Project as complete until the Contractor has submitted all required submittals to the Port.
- D. Contractor responsible for the Work until Final Completion. The Contractor shall assume the sole risk of loss and responsibility for all Work under the Contract, and all materials to be incorporated in the Work, whether in storage or at the Project site, until Final Completion. Damage from any cause to either permanent or temporary Work, utilities, materials, equipment, existing structures, the site, or other property owned by the Port or others, shall be repaired by the Contractor to the reasonable satisfaction of the Port at no change in the Contract Sum.

6.06 FINAL ACCEPTANCE

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

6.07 PORT'S RIGHT TO USE THE PREMISES

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

ARTICLE 7 - PAYMENT

7.01 ALL PAYMENTS SUBJECT TO APPLICABLE LAWS AND SCHEDULE OF VALUES

- A. Payment of the Contract Sum. The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Port to the Contractor for performance of the Work under the Contract Documents. Payments made to the Contractor are subject to all laws applicable to the Port and the Contractor. Payment of the Contract Sum constitutes full compensation to the Contractor for performance of the Work, including all risk, loss, damages, or expense of whatever character arising out of the nature or prosecution of the Work. The Port is not obligated to pay for extra work or materials furnished without prior written approval of the Port.
- B. Schedule of Values. All payments will be based upon an approved Schedule of Values. Prior to submitting its first Application for Payment, the Contractor shall submit a Schedule of Values

to the Port allocating the entire Contract Sum to the various portions of the Work. The Schedule of Values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Port may require. This schedule, unless objected to by the Port, shall be used as a basis for reviewing the Contractor's applications for payment.

7.02 APPLICATIONS FOR PAYMENT

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

7.03 PROGRESS PAYMENTS

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

7.04 PAYMENT BY CONTRACTOR TO SUBCONTRACTORS

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

7.05 FINAL PAYMENT

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

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

7.06 RETAINAGE

- A. Retainage to be withheld. In accordance with RCW 60.28, a sum equal to five percent (5%) of each approved Application for Payment shall be retained. Prior to submitting its first Application for Payment, the Contractor shall exercise one of the options listed below:
 - 1. Retained percentages will be retained by the Port in a fund; or
 - 2. Deposited by the Port in an interest-bearing account in a bank, mutual savings bank, or savings and loan association; or
 - 3. Placed in escrow with a bank or trust company; or
 - 4. If the Contractor provides a bond in place of retainage, it shall be in an amount equal to 5% of the Contract Sum plus Change Orders. The retainage bond shall be based on the form furnished in Section 00 61 23, or otherwise acceptable to the Port, and duly completed and signed by a licensed surety or sureties registered with the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner. The surety or sureties must be rated at least A minus, FSC(6), or higher by A.M. Best Rating Guide and be authorized by the Federal Department of the Treasury. Attorneys-in-fact who sign the retainage bond must file with each bond a certified and effective Power of Attorney statement.
- B. Contractor may withhold retainage from Subcontractors. The Contractor or a Subcontractor may withhold not more than five percent (5%) retainage from the monies earned by any Subcontractor or lower-tier Subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Port, the Contractor shall specify the amount of retainage and interest due a Subcontractor.
- C. Release of retainage. Retainage will be withheld and applied by the Port in a manner required by RCW 60.28 and released in accordance with the Contract Documents and statutory requirements. Release of the retainage will be processed in the ordinary course of business within sixty (60) days following Final Acceptance of the Work by the Port provided that no notice of lien has been given as provided in RCW 60.28, that no claims have been brought to the attention of the Port, that the Port has no claims under this Contract, and that release of retention has been duly authorized by the State. The following items must also be obtained

prior to release of retainage: pursuant to RCW 60.28, a certificate from the Department of Revenue; pursuant to RCW 50.24, a certificate from the Department of Employment Security; and appropriate information from the Department of Labor and Industries including approved affidavits of wages paid for the Contractor and each subcontractor.

7.07 DISPUTED AMOUNTS

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

7.08 EFFECT OF PAYMENT

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

7.09 LIENS

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

ARTICLE 8 - CHANGES IN THE WORK

8.01 CHANGES IN THE WORK

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

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

(Article 11). No increase to the Contract Sum or the Contract Time shall be allowed if the Contractor does not comply with the contractual requirements or if the Contractor knew, or reasonably should have known, of the concealed conditions prior to executing the Contract.

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

8.02 CHANGES IN THE CONTRACT SUM

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

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

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

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

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

The total summed markup of the Contractor and all Subcontractors of any tier shall not exceed 30% of the direct costs of the change in the Work. If the markup would otherwise exceed 30%, the Contractor shall proportionately reduce the markup for the Contractor and all Subcontractors of any tier.
7. Cost of change in insurance or bond premium. This is defined as:
 - a. Contractor's liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance provided under the Contract Documents and subject to audit) of the Contractor's liability insurance arising directly from the changed Work; and
 - b. Public works bond: The actual cost (expressed as a percentage submitted under the Contract Documents and subject to audit) of the Contractor's performance and payment bond arising directly from the changed Work.

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

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

8.03 CHANGES IN THE CONTRACT TIME

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

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

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

8.04 RESERVATION OF RIGHTS

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

8.05 UNIT PRICES

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

ARTICLE 9 - SUSPENSION AND TERMINATION OF CONTRACT

9.01 PORT'S RIGHT TO SUSPEND WORK

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

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

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

9.02 TERMINATION OF CONTRACT FOR CAUSE BY THE PORT

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

9.03 TERMINATION OF CONTRACT FOR CONVENIENCE BY THE PORT

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

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

9.04 TERMINATION OF CONTRACT BY THE CONTRACTOR

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

9.05 SUBCONTRACT ASSIGNMENT UPON TERMINATION

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

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

ARTICLE 10 - BONDS

10.01 CONTRACTOR PERFORMANCE AND PAYMENT BONDS

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

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

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

ARTICLE 11 - DISPUTE RESOLUTION

11.01 NOTICE OF PROTEST AND CLAIM

- A. Dispute resolution procedure mandatory. All claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, shall be decided exclusively by the following alternative dispute resolution procedure, unless the parties mutually agree otherwise. If the Port and Contractor agree to a partnering process to assist in the resolution of disputes, the partnering process shall occur prior to, and not be in place of, the mandatory dispute resolution procedures set forth below.
- B. Notice of protest defined. Except for claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, the Contractor shall provide immediate oral notice of protest to the Engineer prior to performing any disputed Work and shall submit a written notice of protest to the Port within seven (7) days of the occurrence of the event giving rise to the protest that includes a clear description of the event(s). The protest shall identify any point of disagreement, those portions of the Contract Documents believed to be applicable, and an estimate of quantities and costs involved. When a protest relates to cost, the Contractor shall keep full and complete records and shall permit the Port to have access to those records at any time as requested by the Port.
- C. Claim defined. A claim is a demand by one of the parties seeking adjustment or interpretation of the Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents. The term "claim" also includes all disputes and matters in question between the Port and Contractor arising out of, or relating to, the Contract Documents. Claims must be initiated in writing and include a detailed factual statement and clear description of the claim providing all necessary dates, locations, and items of Work, the date or dates on which the events occurred that give rise to the claim, the names of employees or representatives knowledgeable about the claim, the specific provisions of the Contract Documents that support the claim, any documents or oral communications that support the claim, any proposed change in the Contract Sum (showing all components and calculations) and/or Contract Time (showing cause and analysis of the resultant delay in the critical path), and all other data supporting the claim. Claims shall also be submitted with a statement certifying, under penalty of perjury, that the claim as submitted is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the claim is fully supported, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes the Port is liable. A claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor and Subcontractors of any tier are entitled and may not contain

reservations of rights without the Port's written approval; any unapproved reservations of rights shall be without effect.

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

11.02 MEDIATION

- A. Claims must be subject to mediation. At any time following the Port's receipt of a written claim, the Port may require that an officer of the Contractor and the Port's designee (all with authority to settle) meet, confer, and attempt to resolve a claim. If the claim is not resolved during this meeting, the claim shall be subject to mandatory mediation as a condition precedent to the initiation of litigation. This requirement can be waived only by an explicit, written waiver signed by the Port and the Contractor.
- B. Mediation procedure. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to agree upon a mediator. If the parties have not reached agreement within thirty (30) days of the request, either party may file the request with the American Arbitration Association or such other alternative dispute resolution service to

which the parties mutually agree, with a copy to the other party, and the mediation shall be administered by the American Arbitration Association (or other agreed service). The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in Pierce County, Washington, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Unless the Port and the Contractor mutually agree in writing otherwise, all claims shall be considered at a mediation session that shall occur prior to Final Completion.

11.03 LITIGATION

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

ARTICLE 12 - MISCELLANEOUS

12.01 GENERAL

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

12.02 WAIVER

- A. Waiver must be in writing and authorized by Port. Waiver of any provisions of the Contract Documents must be in writing and authorized by the Port. No other waiver is valid on behalf of the Port.

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

12.03 GOVERNING LAW

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

12.04 COMPLIANCE WITH LAW

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

12.05 ASSIGNMENT

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

12.06 TIME LIMIT ON CAUSES OF ACTION

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

12.07 SERVICE OF NOTICE

- A. Notice. Written notice under the Contract Documents by either the Contractor or Port may be served on the other party by personal service, electronic or facsimile transmission, or delivery service to the last address provided in writing to the other party. For the purpose of measuring

time, notice shall be deemed to be received by the other party on the next business day following the sender's electronic or facsimile transmittal or delivery by delivery service.

12.08 RECORDS

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

12.09 STATUTES

- A. Contractor to comply with Washington statutes. The Contractor shall abide by the provisions of all applicable statutes, regulations, and other laws. Although a number of statutes are referenced in the Contract Documents, these references are not meant to be, and are not, a complete list:
 - 1. Pursuant to RCW 39.06, "Registration, Licensing of Contractors," the Contractor shall be registered and licensed as required by the laws of the State of Washington, including but not limited to, RCW 18.27, "Registration of Contractors," and shall satisfy all State of Washington bonding and insurance requirements. The Contractor shall also have a current state unified business identifier number; have industrial insurance coverage for the Contractor's employees working in Washington as required by Title 51 RCW; have an employment security department number as required by Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW; and not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).
 - 2. The Contractor shall comply with all applicable provisions of RCW 49.28, "Hours of Labor."
 - 3. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60, "Discrimination."
 - 4. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92, "Provisions in Buildings for Aged and Handicapped Persons," and the Americans with Disabilities Act.
 - 5. Pursuant to RCW 50.24, "Contributions by Employers," in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for an acceptable bond.

6. The Contractor shall comply with pertinent provisions of RCW 49.17, "Washington Industrial Safety and Health Act," and Chapter 296-155 WAC, "Safety Standards for Construction Work."
7. Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-62-054 et seq., the Contractor shall provide to the Port, and have copies available at the Project site, a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier.
8. All products and materials incorporated into the Project as part of the Work shall be certified as "asbestos-free" and "lead-free" by United States standards, and shall also be free of all hazardous materials or substances. At the completion of the Project, the Contractor shall submit certifications of asbestos-free and of lead-free materials certifying that all materials and products incorporated into the Work meet the requirements of this Section, and shall also certify that materials and products incorporated into the Work are free of hazardous materials and substances.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED WORK DESCRIBED ELSEWHERE

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

1.02 SUBMITTAL REQUIREMENTS

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

1.03 CONTRACTOR LIABILITY INSURANCE

- A. The Contractor shall secure and maintain until Final Completion, at its sole cost and expense, the following insurance in carriers reasonably acceptable to the Port, licensed in the State of Washington, registered with the Washington State Insurance Commissioner, and possessing an A.M. Best rating of "A-, FSC (6)" or better.
- B. The Port of Tacoma (Port) will be included as an additional insured(s) for both ongoing and completed operations by endorsement to the policy using ISO Form CG 20 10 11 85 or forms CG 20 10 03 97 and CG 20 37 10 01 (or equivalent coverage endorsements). The inclusion of the Port as an additional insured(s) shall not create premium liability for the Port.

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

- 1. An express waiver of subrogation in favor of the Port;
 - 2. A cross liabilities clause; and
 - 3. An endorsement stating that the Contractor's policy is primary and not contributory with any insurance carried by the Port.
- C. If the Contractor, Supplier, or Subcontractors will perform any work requiring the use of a licensed professional per, RCW 18, the Contractor shall provide evidence to the Port of professional liability insurance in amounts not less than \$1,000,000.
 - D. This insurance shall cover all of the Contractor's operations of whatever nature connected in any way with the Contract, including any operations performed by the Contractor's Subcontractors of any tier. **It is the obligation of the Contractor to ensure that all Subcontractors (at whatever level) carry a similar program that provides the identified types of coverage, limits of liability, inclusion of the Port as additional insured(s), waiver of subrogation, and cross liabilities clause.** The Port reserves the right to reject any insurance policy as to company, form, or substance. Contractor's failure to provide, or the Port's acceptance of, the Contractor's certificate of insurance does not waive the Contractor's obligation to comply with the insurance requirements of the Contract as specifically described below:
 - 1. 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; and
 - f. By endorsement to the policy, not exclude work within fifty feet of any railroad track.
- 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. Railroad protective liability insurance naming the Port and Tacoma Rail as Insureds with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy must be issued on a standard ISO form CG 00 35 10 93 and include the following:
 - a. Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93);
 - b. Endorsed to include the Limited Seepage and Pollution Endorsement;
 - c. Endorsed to include Evacuation Expense Coverage Endorsement;
 - d. No other endorsements restricting coverage may be added; and
 - e. The original policy must be provided to the Port prior to execution of the contract; within 10 days of Notice of Award.
 - 4. Contractor's Pollution Liability (CPL) covering claims for bodily injury, property damage and cleanup costs, and environmental damages from pollution conditions arising from the performance of covered operations.
 - a. If the Work involves remediation or abatement of regulated waste to include ,but not limited to, asbestos containing materials, lead containing products, mercury, PCB, underground storage tanks, or other hazardous materials or substances, the CPL policy shall not exclude such coverage or a specific policy covering such exposure shall be required from the Contractor and all Subcontractors performing such Work.
 - b. If the Work involves transporting regulated materials or substances or waste, a separate policy or endorsement to the CPL policy specifically providing coverage for liability and cleanup arising from an upset of collision during transportation of hazardous materials or substances shall be required from the Contractor and all Subcontractors performing such Work.
 - c. It is preferred that CPL insurance shall be on a true occurrence form without a sunset clause. However, if CPL insurance is provided on a Claims Made basis, the policy shall have a retroactive date prior to the start of this project, and this insurance shall be kept in force for at least three years after the final completion of this project. Alternatively, the contractor at its option may provide evidence of extended reporting period of not less than three (3) years in its place. The Contractor shall be responsible

for providing the Port with certificates of insurance each year evidencing this coverage.

- d. The Port shall be named as an Additional Insured(s) on the CPL policy.
- E. Except where indicated above, the limits of all insurance required to be provided by the Contractor shall be not less than \$2,000,000 for each occurrence and \$2,000,000 in the aggregate. However, coverage in the amounts of these minimum limits shall not be construed as to relieve the Contractor from liability in excess of such limits. The Additional Insured endorsement shall NOT be limited to the amounts specified by this contract unless expressly waived in writing by the Port of Tacoma.
- F. Except where indicated above, the limits of all insurance required to be provided by the Contractor shall be not less than \$2,000,000 for each occurrence. However, coverage in the amounts of these minimum limits shall not be construed as to relieve the Contractor from liability in excess of such limits. The Additional Insured endorsement shall NOT be limited to the amounts specified by this contract unless expressly waived in writing by the Port.
- G. Contractor shall certify that its operations are covered by the Washington State Worker's Compensation Fund. The Contractor shall provide its Account Number or, if self-insured, its Certificate of Qualification Number. The Contractor shall also provide evidence of Stop-Gap Employers' Liability Insurance.
- H. United States Longshoremen's and Harbor Worker's Act (USL&H) and Jones Act may be required for this project. The contractor shall be solely responsible for determining the applicability of USL&H and Jones Act coverage. The failure of the Contractor to procure either USL&H or Jones Act coverage shall at no time create liability on the part of the Port. The Contractor shall bear all responsibility and shall indemnify and hold harmless the Port for any and all liability, cost and/or damages.
- I. The Contractor shall furnish, within ten (10) days following issuance of the Notice of Award, a certificate of insurance satisfactory to the Port evidencing that insurance in the types and minimum amounts required by the Contract Documents has been secured. The Certificate of Insurance shall be signed by an authorized representative of the insurer together with a copy of the endorsement, which shows that the Port is named as additional insured.
- J. Contractor shall provide at least forty-five (45) days prior written notice to the Port of any termination or material change or ten (10) days notice in the case of non-payment of premium(s).
- K. If the Contractor is required to make corrections to the Work after Final Completion, the Contractor shall obtain at its own expense, prior to the commencement of any corrective work, insurance coverage as required by the Contract Documents, which coverage shall be maintained until the corrections to the Work have been completed and accepted by the Port.

1.04 BUILDER'S RISK INSURANCE

- A. Until Final Completion of the Work, the construction Work is at the risk of the Contractor and no partial payment shall constitute acceptance of the Work or relieve the Contractor of responsibility of completing the Work under the Contract.
- B. Whenever the estimated cost of the Work is less than \$25,000,000, the Port will purchase and maintain, in a company or companies lawfully authorized and admitted to do business in Washington, property insurance written on a builder's risk "all-risk" including Earthquake and Flood with applicable sub-limits, or equivalent policy form to cover the course of construction in the amount of the full insurable value thereof. This property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all

persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Port has an insurable interest in the property, whichever is later. This insurance shall include interests of the Port, the Contractor, and Subcontractors of any tier on the Project. There may be some differences between this Section and the builder's risk insurance secured by the Port; therefore, the Contractor shall provide an "installation floater" or similar property coverage for materials not yet installed, whether stored on site or off site or in transit, and the Contractor shall obtain property coverage for all Contractor-owned equipment and tools-each loss may be subject to a deductible. Losses up to the deductible amount shall be the responsibility of the Contractor. All tools and equipment not intended as part of the construction or installation will be the sole responsibility of the Contractor.

PART 2 - PRODUCTS - NOT USED

PART 3 - PRODUCTS - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 PREVAILING AND OTHER REQUIRED WAGES

- A. The Contractor shall pay (and shall ensure that all Subcontractors of any tier pay) all prevailing wages and other wages (such as Davis-Bacon Act wages) applicable to the Project.
- B. Pursuant to RCW 39.12, "Prevailing Wages on Public Works," no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the "prevailing rate of wage" in effect as of the date that bids are due.
 - 1. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is August 7, 2018.
- C. The State of Washington prevailing wage rates applicable for this public works project, which is located in Pierce County, may be found at the following website address of the Department of Labor and Industries:

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

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

Telephone: (360) 902-5335

Facsimile: (360) 902-5300

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

3. The statement, and any supplemental statements, shall be filed in accordance with the requirements of the Department of Labor and Industries. No progress payment shall be made until the Port receives such certified statement.
- G. The Contractor shall post in a location readily visible to workers at the Project site: (1) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician of the Department of Labor and Industries, and (2) the address and telephone number of the Industrial Statistician of the Department of Labor and Industries to whom a complaint or inquiry concerning prevailing wages may be directed.
- H. If a State of Washington prevailing wage rate conflicts with another applicable wage rate (such as Davis-Bacon Act wage rate) for the same labor classification, the higher of the two shall govern.
- I. Pursuant to RCW 39.12.060, if any dispute arises concerning the appropriate prevailing wage rate for work of a similar nature, and the dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his or her decision shall be final and conclusive and binding on all parties involved in the dispute.
- J. Immediately following the end of all work completed under this Contract, the Contractor, and each Subcontractor of any tier, shall file an approved Affidavit of Wages Paid with the Department of Labor and Industries (L&I).
- K. The Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold the Port harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs, and expenses, whether direct, indirect, including but not limited to, attorneys' fees and consultants' fees and other costs and expenses, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or Chapter 51 RCW ("Industrial Insurance"), including but not limited to, RCW 51.12.050.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 REQUIREMENTS APPLICABLE PORT-WIDE

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

1.02 TRANSPORTATION WORKER IDENTIFICATION CARD (TWIC) SUMMARY

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

1.03 ESCORTING

- A. To access restricted Port facilities, all un-credentialed individuals must be accompanied by a person who has been issued a TWIC and trained as an escort.
- B. For more information, refer to the Port Security website at:
<http://www.portoftacoma.com/Page.aspx?cid=3597>
- C. For project specific information, refer to 01 14 00 - Work Restrictions.

1.04 ELIGIBILITY FOR TWIC

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

1.05 1.06 TWIC USE AND DISPLAY

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE

- A. The accompanying Drawings and Specifications show and describe the 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.
- B. The Port desires to have available, competitively bid labor, equipment, and materials for asphalt pavement and utility basin repairs for work at Pierce County Terminal. More specifically, the work will consist of grinding and replacement of failed asphalt sections throughout the container yard. Grinding will be completed by mechanical grinders to a depth of 4-1/2" with replacement pavement being placed in two lifts and finished to match surrounding paved areas. A second component of work includes the placement of concrete collars around utility basin lids. This effort will include sawcutting and removal of the existing asphalt pavement, forming and placing of the reinforced concrete collar, and replacement of asphalt against the collar.
- C. Work will be allocated by the Engineer based upon tenant and project schedule requirements. When work is identified, the Engineer will meet with the Contractor on site to describe and identify the work limits, after which the Contractor will submit within ten (10) days an estimate for the work. Work shall commence within ten (10) days of return receipt of an approval work allocation (task order), or as agreed by the Engineer. A request by the Engineer to the Contractor for an estimate shall not constitute authorization to the Contractor to proceed with the proposed work.
- D. Before execution of work under this contract, the Contractor must have received a written authorization from the Engineer.

1.02 LOCATION

- A. The work is located at:

Pierce County Terminal

4515 SR 509, North Frontage Road, Tacoma
Wa

1.03 ACCESS TO THE SITE

- A. Contractor access to the project site will be by City Street. Contractor vehicles and personal vehicles belonging to the employees will be parked within the project area. The Contractor may be required to relocate entry and related work areas as required by the Engineer. All business will be conducted through the gates assigned by the Engineer.

1.04 WORK PERFORMED UNDER SEPARATE CONTRACTS

- A. The Contractor shall, by way of the Engineer, familiarize itself with other contracts which have been awarded, about to be awarded, or are in progress in the same or immediate area. The Contractor shall coordinate the progress of its work with the established schedules for completion and phasing.

1.05 DAILY WORK REPORT

- A. The Contractor shall be responsible for providing a daily work report to the Engineer. This is to be submitted to the Engineer no later than 12:00 PM the day after each shift the Contractor and/or their subcontractor has worked. The Engineer will then review and accept the daily report and return a copy to the Contractor. Daily work reports must indicate the following:
1. The date and start/stop time of the shift.
 2. The prevailing weather conditions and temperature (for exterior work only) during the course of construction.
 3. The names and positions of all workers on site during shift worked.
 4. The number of hours worked by each worker during that shift, to include regular and authorized overtime hours.
 5. A brief narrative of all work initiated and/or completed during that shift.
 6. Any hindrances or obstacles encountered during that shift.
 7. Any other information pertaining to the work that need to be brought to the attention of the Engineer.
 8. Daily work reports may be submitted electronically, via email attachment, or delivered to the Engineer in person at the Engineer office. Coordinate preferred delivery method with the Engineer prior to the start of work.

1.06 COORDINATION

- A. Port Activities: The Contractor will coordinate its activity through the Engineer so interference with Port activities will be minimized. The Contractor shall carry out work in a manner that minimizes interference and does not delay Port operations.
- B. Other Contractors: The Contractor shall be responsible for coordinating site construction activities with other project work occurring under separate contracts with the Engineer. Use of site access and laydown areas will also be approved by the Engineer.

1.07 TRAFFIC CONTROL

- A. The Contractor shall be liable for injuries and damages to persons and property suffered by reason of the Contractor's operations or negligence in connection therewith.
- B. Yard operations at Pierce County Terminal utilize straddle carriers for movement of containers. In order to provide a safe work environment and to alert Strad Drivers to a work area, the tenant may provide and place containers around utility basin work areas.

1.08 PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the protection of all existing utilities, pavement, and structures on or adjoining the work areas, whether shown on the drawing(s) or not. Damage to such items shall be restored to their original condition immediately by the Contractor without charge to the Port.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 CONTRACTOR ACCESS AND USE OF PREMISES

- A. Activity Regulations
 - 1. Ensure Contractor personnel deployed to the project become familiar with and follow all regulations or restrictions established by the Engineer.
- B. Working Facility
 - 1. The Facility will remain in operation for the duration of construction. The Contractor shall conduct all items of the Work in such a manner as to prevent interference with the normal operations of the Facility.
 - 2. The Contractor and subcontractors, suppliers, and manufacturer representatives shall provide a list of emergency contact numbers and a list of all on-site personnel and vehicle license plates numbers to the Engineer prior to site access and start of work. Each person on the project site shall have a current Transportation Identification Card (TWIC). Contractor related deliveries may, at the Contractor's discretion and expense, provide qualified TWIC escorts in sufficient number to maintain production rates to meet schedule requirements. Otherwise all delivery personnel are required to have a current Transportation Identification Card.
- C. Work Site Regulations
 - 1. Keep within the limits of work and assigned avenues of ingress and egress. Do not enter any areas outside the designated work location unless previously approved by the Engineer. The Contractor must comply with the following conditions:
 - a. Restore all common areas to a clean and useable condition that permits the resumption of Tenant operations after the Contractor ceases daily work.
 - b. Be responsible for control and security of Contractor-owned equipment and materials at the work site. Report to Port Security (phone (253) 383-9472) any missing/lost/stolen property.
 - c. Ensure all materials, tools and equipment will be removed from the site or secured within the designated laydown area at the end of each shift.

1.03 WORK SEQUENCE

- A. For utility basin work, the following sequence of work shall be adhered to:
 - 1. Saw cut perimeter of work area as defined in the documents.

2. Remove asphalt pavement and all items noted for removal.
3. Reconstruct utility basin concrete collar(s).
4. Place flowable fill around concrete collar to bottom of wearing course.
5. After allowing flowable fill to cure for a minimum of 24 hours, the final wearing course (min 4-1/2" thick) of asphalt paving shall be placed.

1.04 CONSTRAINTS - GENERAL

A. Constraints for Work at Site

1. All work shall be coordinated through the Engineer.
2. Work schedule at the terminal will be coordinated with the terminal operator or tenant operation by the Engineer.
3. Terminal operations shall not be impacted by construction activities.
4. Contractor may be required to work during certain hours when the terminal is non-operational. This may include nights and weekends.
5. Contractor shall maintain a flexible schedule to accommodate terminal operations.
6. Open excavations in active terminal traffic routes shall be protected to prevent access.
7. Contractor shall provide a work plan, for review and approval by the Engineer, at areas of the terminal which are heavily used by traffic and operations.

1.05 CONSTRAINTS AT OPERATING TERMINAL

- A. Business hours at this terminal commence Monday through Friday, 7am through 5pm.
- B. Construction activities which impact operations along Alexander Avenue corridor south of the fire gates and the entrance and exit lanes to PCT East Site are restricted to non-business hours, unless otherwise approved by the Engineer. During non-business hours a 12 foot corridor must be maintained at all times.
- C. Construction activities which impact terminal operations at the truck transfer area, pier, or other operationally critical areas may be restricted to non-business hours, periods when vessels are not at berth, or restricted hours of operation.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION

PART 1 - GENERAL

1.01 RELATED WORK DESCRIBED ELSEWHERE

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

1.02 PAYMENT PROCEDURES

- A. Pay estimates shall clearly identify the work performed for a given task order based on the lump sum and unit prices in the Bid Form.
- B. At the completion of each task order, the Contractor and Engineer shall meet to review the work accomplished to determine the actual quantities including labor, materials, and equipment charges to be billed.
 - 1. Prior to the above meeting, the Contractor shall submit to the Engineer all measurement documentation as referenced in these contract documents; to include all measurement by weight, volume, or field.
 - 2. For all change work being done on a Force Account basis, the Contractor shall submit, prior to meeting with Engineer, all Force Account back-up documentation as required to process the payment application where Force Account work is being billed. The Engineer and the Contractor shall review the documentation at the payment application meeting to verify quantities and review the work accomplished.
 - 3. The Contractor shall bring a copy of all documentation to the pay application meeting with the Engineer.
- C. Following the Engineers' review, the Contractor shall prepare an original pay estimate with complete supporting documentation attached and submit it electronically using Adobe PDF file format to cpinvoices@portoftacoma.com
- D. An estimated cashflow statement projecting the Contractor's billings by task order on the project shall be submitted with each payment application.

1.03 PAYMENT PRICING

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

and lump sum prices bid. Payment for work under one item will not be paid for under any other item.

- E. The Port 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 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.

1.05 MEASUREMENT AND PAYMENT

A. Item #1: Mobilization and Demobilization

1. Payment for MOBILIZATION AND DEMOBILIZATION shall be for preparatory work and operations performed by the Contractor including, but not limited to, completion and submittal and approval of the following:
 - a. All bonds and insurance certificates
 - b. Construction Site Safety and Security Plan (CSSP)
 - c. Schedules
 - d. Pre-construction photographs and videotapes
 - e. Erosion and Sediment Control Plan (SWPPP)
 - f. Hazardous and Contaminated Substance Health and Safety Plan
 - g. Establishing Contractor's Project Manager, Superintendent, and other required specified personnel on the Work site full time
 - h. Furnishing and installing all temporary facilities and controls as needed for the safe and proper completion of the work, including sanitary facilities, barriers and enclosures, fences, staging, and entrance areas, as specified
 - i. Mobilization onto the site required in support of the Contractor's operations. Contractor should anticipate a minimum of two (2) and a maximum of six (6) task orders.
 - j. Furnishing and installing project signs, as specified
2. Mobilization and Demobilization shall be paid at the lump sum price listed in the Contractor's submitted bid. Incremental payment shall be made for each location as follows:
 - a. 75% after completion of the first task order
 - b. 25% after completion of all work on the project has been completed, including cleanup and acceptance of the project by the Port

B. Item #2 through 6: Asphalt Pavement

1. The unit price paid per ton for these items and the quantities listed in the Unit Prices shall include all labor and equipment associated with the preparation, furnishing, hauling, placing, spreading, and compacting the material. Final quantities shall be used to determine measurement for payment quantities.
- C. Item #7: Asphalt Tack Coat.
 1. The unit price paid per square yard for this item shall include all material, labor, and equipment associated with the preparation, furnishing, hauling, placing, and spreading of the material.
- D. Item #8: Crack Sealant
 1. The unit price per linear foot for this item shall include all material, labor, and equipment associated with furnishing and placing crack sealant.
- E. Item #9: Asphalt Saw Cutting 12" Thickness
 1. The unit price paid per linear foot for this item shall include all work, labor, and equipment associated with the cutting of existing asphalt.
- F. Item #10: Asphalt Removal 12" Thickness
 1. The unit price paid per square yard for this item shall include all work and labor associated with the removal, hauling, and disposal of the existing asphalt.
- G. Item #11 through 12: Profiling/Grinding Asphalt 4-1/2" Depth
 1. The unit price paid per square yard for these items shall include all work, labor, and equipment associated with the profiling, grinding, hauling, and disposal of the existing asphalt. Final quantities shall be used to determine measurement for payment quantities.
- H. Item #13: In/Out Cost for Items 11 or 12
 1. In/Out Costs shall be measured and paid for using the unit prices established on the bid for preparatory work and operations performed by the Contractor for movement of equipment for items 11 and 12 to and from the project site.
- I. Item #14: Street Sweeper
 1. Use of Street Sweeper shall be measured and paid based on the rate set on the bid form. The daily rate shall include all labor, materials, and equipment associated with the work.
- J. Item #15: Water Truck
 1. Use of Water Truck shall be measured and paid based on the rate sheet on the bid form. The daily rate shall include all labor, materials, and equipment associated with the work.
 2. The Contractor shall make arrangements with the City of Tacoma or other sources to supply, and is responsible for the cost of construction water for the duration of this contract. Contractor shall not obtain water from on site hydrants or other connections unless approved in advance by the Engineer.
- K. Item #16: Dump Truck, Solo (10CY)
 1. Use of Dump Truck shall be measured and paid based on the rate set on the bid form. The daily rate shall include all labor, materials, and equipment associated with the work.
- L. Item #17: Dump Truck with Trailer

1. Use of Dump Truck with Trailer shall be measured and paid based on the rate set on the bid form. The daily rate shall include all labor, materials, and equipment associated with the work.
- M. Item #18 through 19: Excavators
1. Use of Excavators shall be measured and paid based on the rate set on the bid form. The daily rate shall include all labor, materials, and equipment associated with the work.
- N. Item #20: In/Out Cost for Items 18 or 19
1. In/Out Costs shall be measured and paid for using the unit prices established on the bid for preparatory work and operations performed by the Contractor for movement of items 18 and 19 to and from the project site.
- O. Item #21: Hydraulic Breaker for Item #19
1. Use of Hydraulic Breaker for Item #19 shall be measured and paid per hour based on the rate set on the bid form.
- P. Item #22: Track Loader +/- 57 HP (Skid Steer)
1. Use of Track Loader shall be measured and paid per hour based on the rate set on the bid form. The hourly rate shall include all labor, materials, and equipment associated with the work.
- Q. Item #23: In/Out Costs for Item #22
1. In/Out Costs shall be measured and paid for using the unit prices established on the bid for preparatory work and operations performed by the Contractor for movement of item 22 to and from the project site.
- R. Item #24: Wheel Loader +/- 130 HP (2.5 CY)
1. Use of Wheel Loader shall be measured and paid per hour based on the rate set on the bid form. The hourly rate shall include all labor, materials, and equipment associated with the work.
- S. Item #25: In/Out Costs for Item #24
1. In/Out Costs shall be measured and paid for using the unit prices established on the bid for preparatory work and operations performed by the Contractor for movement of item 24 to and from the project site.
- T. Item #26: Vac Truck
1. Use of Vac Truck shall be measured and paid per hour based on the rate set on the bid form. The hourly rate shall include all labor, materials, and equipment associated with the work.
- U. Item #27: Compressor with Breaker or Hammer
1. Use of Compressor with Breaker or Hammer shall be measured and paid per hour based on the rate set on the bid form.
- V. Item #28: Preparation of Grade
1. The unit price paid per square yard for this item shall include all work, labor, and equipment associated with preparation of the subgrade for the acceptance of the asphalt

paving, including grade staking, watering, removal of surplus material, disposal, and testing.

W. Item #29: Concrete

1. The unit price paid per cubic yard for this item shall include all work, labor, equipment, and material associated with placement of reinforced concrete, including reinforcing and formwork.

X. Item #30: Flowable Fill Base Course

1. The unit price paid per cubic yard for this item shall include all work, labor, equipment, and materials associated with the placement of flowable fill base course.

Y. Item #31: Grout

1. The unit price paid per each bag for this item shall include all work, labor, equipment, and materials associated with the placement of grout.

Z. Item #31 and 32: Catch Basin

1. The price for each shall include all costs associated with the removal and disposal of the existing items, as well as all work, labor, material, and equipment to install the new items, as well as the cost of the new catch basin. Unit pricing for the preparation of grade, grout and concrete shall not be included in this item.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

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

1.03 DEFINITIONS

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

1.04 SUBMITTALS

- A. Post-Award Substitution Requests: Submit a substitution request as defined in 01 33 00 – Submittal Procedures. All substitution requests must be submitted by the Contractor and not a subcontractor or supplier.
 - 1. Substitution Request Form: Use a copy of form located in Section 00 63 25.
 - 2. Documentation: Show compliance with requirements for substitutions with the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include, but are not limited to, attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.

- g. List of similar installations for completed projects with project names, and addresses. Also provide names and addresses of the A/E and Owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for project
 - j. Comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 7 calendar days of receipt of a request for substitution. Engineer will notify Contractor through Port of acceptance or rejection of proposed substitution within 15 calendar days of receipt of request, or 7 calendar days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order or Minor Change in Work.
 - b. Use product originally specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.
- B. Substitutions will not be considered when:
- 1. Indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with this Section.
 - 2. Submittal for substitution request has not been reviewed and approved by Contractor.
 - 3. Acceptance will require substantial revision of Contract Documents or other items of the Work.
 - 4. Submittal for substitution request does not include point-by-point comparison of proposed substitution with specified product.

1.05 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 7 days prior to date required for preparation and review of related submittals.
1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution will not adversely affect Contractor's construction schedule.
 - c. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - d. Requested substitution is compatible with other portions of the Work.
 - e. Requested substitution has been coordinated with other portions of the Work.
 - f. Requested substitution provides specified warranty.
 - g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Engineer will consider Contractor's requests for substitution if received within 7 days after the Notice of Award.
1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. 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.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

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

1.03 SUBMITTALS

- A. The Contractor shall submit the following documentation to the Port within ten (10) days of Notice to Proceed:
 - 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.
 - 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.
 - 3. No applications for payment or change orders will be processed for the Contractor until labor and equipment rates have been submitted and approved.

1.04 METHOD TO CALCULATE ADJUSTMENTS TO CONTRACT PRICE

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

1.05 MINOR CHANGES IN THE WORK

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

1.06 PROPOSAL REQUESTS

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

1.07 PROCEEDING WITH CHANGED WORK

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

1.08 CHANGE ORDER PROCEDURES

A. Issuance of Change Order

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 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. A list of all pre-work submittals required for NTP is attached to this section.
 - 2. No contract time extension shall be granted for any delays in issuance of the NTP by the Engineer due to the Contractor's failure to provide acceptable submittals required by the Contract Documents.

1.03 SUBMITTALS

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

1.04 COORDINATION

- A. The Contractor shall coordinate all 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.

1.05 PROJECT MEETINGS

- A. Pre-Construction Meeting
 - 1. After execution of the contract, but prior to commencement of any work at the site, a mandatory one time meeting will be scheduled by the Engineer to discuss and develop a mutual understanding relative to the administration of the safety program, change orders, RFI's, submittals, scheduling prosecution of the work. Major subcontractors who will engage in the work shall attend.
 - 2. Location of the Pre-Construction Meeting will be held at the Port of Tacoma Administration Building located at One Sitcum Plaza.
- B. Cost Meeting
 - 1. A separate cost meeting may be set up by the Engineer to discuss RFI's (or any other issues) that may cause scope, schedule, or monetary changes to the contracts in more detail than necessary at the progress meeting. The Engineer will arrange, host, and provide an agenda for cost meetings. Attendees would include the Engineer, Contractor's job superintendent, and others as invited.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION

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

1.02 USER ACCESS LIMITATIONS

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

1.03 CONTRACTOR TECHNOLOGY REQUIREMENTS

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

1.04 CONTRACTOR SOFTWARE REQUIREMENTS

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

1.05 CONTRACTOR RESPONSIBILITY

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

1.06 PORT RESPONSIBILITY

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 UTILIZATION OF E-BUILDER®

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

END OF SECTION

PART 1 - GENERAL

1.01 RELATED WORK DESCRIBED ELSEWHERE

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

1.02 SUBMITTAL LOG

- A. Contractor shall, within 7 days 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. Submittal Number
 - 2. Item identification
 - 3. Scheduled submittal date, date returned, date approved
 - 4. Date submittal or material is needed
 - 5. After the submittal log is reviewed and approved by the Engineer, it shall become the basis for the submittal of all items by Contractor.

1.03 COMPLIANCE

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

1.04 SHOP DRAWINGS AND MANUFACTURERS' LITERATURE

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

1.05 SUBMITTAL REVIEW

- A. After review of each of Contractor's submittals, the submittal will be returned to Contractor with a form indicating one or more of the following:
 - 1. No Exceptions Taken - 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," "Reviewed," or "Reviewed as Noted" authorizes Contractor to proceed with construction covered by those data sheets or shop drawings with corrections, if any, incorporated.
- C. When submittals or prints of shop drawings have been marked "Revise and Resubmit" or "Rejected-," Contractor shall make the necessary corrections and submit required copies. Every revision shall be shown by number, date, and subject in a revision block, and each revised shop drawing shall have its latest revision numbers and items clearly indicated by clouding around the revised areas on the shop drawing.
- D. Submittals authorized by the Engineer do not in any case supersede the Contract Documents. The approval by the Engineer shall not relieve the Contractor from responsibility to conform to the 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 use the Port supplied transmittal form for all submittals and email submittals in a clear PDF document to the Engineer at jvandenbergh@portotacoma.com.
- B. 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.**
- C. A separate submittal shall be prepared for each product or procedure and shall be further identified by referencing the Specification Section and paragraph number, and each submittal shall be numbered consecutively.
- D. Product submittals that cannot be accomplished electronically shall be submitted electronically without attachments, marked as being hand delivered, and accompanied by a printed version of a transmittal.
- E. 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.
- F. The Contractor shall thoroughly review all shop and detail drawings, prior to submittal, to assure coordination with other parts of the work.
- G. 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.
- H. 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.
- I. 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 accepted:
 - 1. Per 00 73 46, Intent to Pay Prevailing Wages
 - 2. Per 00 73 63, Emergency Contact Numbers
 - 3. Per 00 73 63, 100% TWIC Site - Proof of Compliance
 - 4. Per 01 35 29, Health and Safety Plan (HASP)

- 5. Per 01 35 29, Spill Prevention and Countermeasures Plan (SPCC)
- B. Per 01 57 13, prior to the first task in the field may begin, the Construction SWPPP must be submitted and accepted.

3.03 MAINTENANCE OF SUBMITTAL LOG

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

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

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

1.02 SUBMITTALS

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

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

1.03 POTENTIAL CHEMICAL HAZARDS

- A. Site Contaminants
1. The Contractor must provide site workers with Hazard Communication standard information for potential site contaminants (in accordance with WAC 296-843). The Contractor shall ensure that all site workers are aware of and understand this information. Additional information shall also be provided by the Contractor, as necessary, to meet the Hazard Communication Standard and HASP requirements as noted in WAC 296-901-14010 and 296-843. Workers shall be instructed on basic methods or techniques to assist in detecting suspicious material.
- B. Chemical hazards may also result from Contractor operations resulting in inadvertent release of fuel, oil, or other chemicals in a manner that would expose workers.

1.04 POTENTIAL PHYSICAL AND OTHER HAZARDS

- A. The Work of the Contractor is described elsewhere in these specifications. Precautions to prevent all anticipated physical and other hazards, including heavy equipment and vessels, shall be addressed in the HASP.
- B. Specific aspects of construction resulting in physical hazards anticipated for this project include, but are not limited to, the following:
1. Work over or adjacent to water, presenting hazards of falling into water, hypothermia from exposure to the elements, and drowning.
 2. 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.
 3. Operation of equipment, including excavators, loaders, and related equipment, presenting hazards of entrapment, ensnarement, and being struck by moving parts.
- C. Other anticipated physical hazards:
1. Heat stress, such as that potentially caused by impermeable clothing (may reduce the cooling ability of the body due to evaporation reduction).

2. Cold stress, such as that potentially caused during times when temperatures are low, winds are high, especially when precipitation occurs during these conditions.
3. Biological hazards, such as mold, insect stings, or bites, poisonous plants (i.e., poison oak, sumac, etc.).
4. Trips and falls.

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. Fencing and barriers;

4. Warning signs and labels;
5. Trenching equipment;
6. Fire extinguishers;
7. Equipment to support hot work;
8. Personal protective equipment (hard hats, foot gear, skin, eye, and respiratory protection);
9. First aid equipment;
10. Spill response and spill prevention equipment; and
11. Field documentation logs/supplies.

PART 3 - EXECUTION

3.01 WORK AREA PREPARATION

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

- G. Accidents causing death, injury, or damage must be reported immediately to the Engineer and the Port Security Department in person or by telephone or messenger. In addition, promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- H. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing within 24 hours after occurrence, to the Engineer, giving full details of the claim.

3.02 SITE SAFETY AND HEALTH OFFICER

- A. Contractor shall provide a person designated as the Site Safety and Health Officer, who is thoroughly trained in rescue procedures, has a minimum current 40-hour HAZWOPER certification (minimum), and is 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.
 4. Oil dry-all, gloves, and plastic bags.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, and General Requirements, apply to this work as specified in this section. Work related to this Section is described in, but not limited to:
1. Section 01 35 29 – Health, Safety, and Emergency Response Procedures
 2. Section 01 35 43 – Export Soil Management
 3. Section 01 74 19 – Waste Management
 4. Section 02 41 00 – Site Preparation

1.03 NOTIFICATION AND SUSPENSION

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Soils that cannot be reused onsite, and are anticipated to be exported to an off-site facility must have a completed soil profile prior to export. Contractor is responsible for collecting the appropriate data that satisfies the requirements of the receiving facility.
- B. Soils excavated 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 will 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 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.
8. A completed soil profile prior to export to an off-site receiving facility.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 EXCAVATION/TESTING

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

3.02 TRANSPORTATION AND OFF-SITE DISPOSAL OF SOILS

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

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

3.03 OTHER REQUIREMENTS

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

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

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

1.02 SUBMITTALS

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

PART 2 - PRODUCTS - NOT USED

PART 3 – EXECUTION

3.01 AIR POLLUTION CONTROL

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

3.02 NOISE CONTROL

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

END OF SECTION

PART 1 - GENERAL

1.01 PERMITS, CODES AND REGULATIONS

- A. Conform with the requirements of applicable permits, codes, and regulations as may govern the Work.
- B. 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.
- C. 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.
- D. Process through Engineer, request to extend, modify, revise, or renew any of the permits (listed in 1.01.A above). Furnish requests in writing and include a narrative description and adequate Drawings to clearly describe and depict proposed action. Do not contact regulatory agency with requests for permit extensions, modifications, revisions, or renewals without the prior written consent of the Engineer.

1.02 VARIATIONS WITH CODES, REGULATIONS AND STANDARDS

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

1.03 COORDINATION WITH REGULATORY AGENCIES

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

PART 2 - PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements relating to referenced standards.

1.02 QUALITY ASSURANCE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 QUALITY CONTROL FOR COMPLIANCE:

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

1.02 QUALITY ASSURANCE - CONTROL OF INSTALLATION

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

1.03 TOLERANCES

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

1.04 REFERENCES AND STANDARDS

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

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

1.05 TESTING SERVICES

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

1.06 MANUFACTURER'S FIELD SERVICES

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities
- B. Temporary sanitary facilities
- C. Temporary Controls: Barriers

1.02 TEMPORARY UTILITIES

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TEMPORARY SANITARY FACILITIES

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

1.04 BARRIERS

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Access roads
- B. Parking
- C. Construction parking controls
- D. Traffic Control
- E. Flares and lights
- F. Haul routes
- G. Maintenance
- H. Removal, repair
- I. Mud from site vehicles

PART 2 - PRODUCTS

2.01 SIGNS, SIGNALS, AND DEVICES

- A. Post Mounted and Wall Mounted Traffic Control and Informational Signs, as specified.
- B. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- C. Flag Person Equipment: As required by local jurisdictions.

PART 3 - EXECUTION

3.01 PREPARATION

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

3.02 ACCESS TO SITE

- A. Contractor shall conduct all business through the gate assigned by the Engineer.
 - 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.

3.03 PARKING

- A. All Contractor's employee cars and other private vehicles will be parked outside the Port terminals.
- B. As a part of its bid, the Contractor shall provide necessary shuttle service to transport its employees to and from the work site.
- C. Supervisory personnel will be issued permits for access to the site.

3.04 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Port operations.

- B. Prevent parking on or adjacent to access roads or in non-designated areas.

3.05 TRAFFIC CONTROL

- A. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- B. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, flaggers, and other traffic control devices necessary for the safe ingress and egress of the Project Site. Traffic control shall include, but is not limited to:
 - 1. Flaggers to direct traffic, as required by Tacoma Rail, to accommodate the Contractor's work.
 - 2. The Contractor shall be liable for injuries and damages to persons and property suffered by reason of the Contractor's operations or any negligence in connection therewith.
 - 3. Flagging, signs, and all other traffic control devices, furnished or provided, shall conform to established WSDOT and City of Tacoma standards. No work shall be done on or adjacent to the above locations until all necessary signs and traffic control devices are in place. During the course of the work, the Contractor shall be responsible for providing and maintaining adequate traffic control measures for the protection of the Contractor's work and the public.

3.06 FLARES AND LIGHTS

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

3.07 HAUL ROUTES

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

3.08 MAINTENANCE

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

3.09 REMOVAL, REPAIR

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

3.10 PUBLIC STREET AND ONSITE ROADWAY CLEANING

- A. The Contractor shall be responsible for preventing dirt and dust escaping from trucks and other vehicles operating on or departing the project site by sweeping, covering dusty loads, washing truck tires, and all other reasonable methods.
- B. When trucks and other equipment are operating on paved public streets and site roadways/paved surfaces, the Contractor will be required to clean said streets, roadways, and other paved surfaces at least daily, and at other times if required by the Engineer.

- C. In the event that the above requirements are violated and no action is taken by the Contractor after notification of infraction by the Engineer, the Port reserves the right to have the streets, roadways, and other paved surfaces in question cleaned by others and the expense of the operation charged to the Contractor.

END OF SECTION

PART 1 – GENERAL

1.01 WORK DESCRIPTION

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

1.02 REFERENCES

- A. The rules, requirements, and regulations that apply to this Work include, but are not necessarily limited to, the following:
 - 1. Washington Department of Ecology, "Stormwater Management Manual for Western Washington," current version.
 - 2. Department of Ecology NPDES General Permit for Discharges Associated with Construction Activities, current version.
 - 3. Washington State Department of Transportation Standard Specification M41-10, Division 8-01 Erosion Control and Water Pollution Control, current version.
 - 4. Pierce County Stormwater and Site Development Manual, current.
 - 5. City of Tacoma, "Surface Water Management Manual," Tacoma Public Works, Environmental Services, current version.

1.03 SUBMITTALS

- A. A Construction Stormwater Pollution Prevention Plan (SWPPP), as required by NPDES permit.
 - 1. Contractor may elect to adopt and comply with a Port project SWPPP, or provide an alternative project SWPPP.
 - 2. Contractor shall be responsible for updating the project SWPPP during construction to reflect the required changes to BMPs, as needed, to comply with the CSGP at no additional cost to the Port.
- B. Safety Data Sheet (SDS) for any dust palliative product.

- C. A copy of all Contractor site inspection logs and monthly Discharge Monitoring Reports (DMRs).
- D. Water Management Plan/Temporary Dewatering Plan.

1.04 AUTHORITY OF ENGINEER

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

PART 2 – PRODUCTS

2.01 DUST CONTROL

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

PART 3 – EXECUTION

3.01 GENERAL

- A. The Port has obtained the CSGP. The permit shall be transferred to the Contractor prior to ground disturbing activities. The Contractor shall be the responsible Operator/Permittee for the duration of the project.
- B. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply as determined by the Engineer.
- C. No project discharge of water shall be allowed that exceeds the regulated pollutant levels in Ecology's CSGP and any CSGP-associated Administrative Orders.
- D. Contractor shall be solely responsible for all BMP modifications and upgrades to comply with the CSGP and the requirements of this Section, at no additional cost to the Port.
- E. Contractor shall be solely responsible for any damages and fines incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this Section.
- F. The Contractor shall be solely responsible for schedule impacts incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this Section.

3.02 TEMPORARY EROSION AND SEDIMENT CONTROL DEVELOPMENT

- A. The Port has prepared a project SWPPP that complies with the CSGP requirements. The Port project SWPPP is attached to the end of this Section.
 - 1. The SWPPP shall describe construction activities and sequencing, and the proposed Temporary and Permanent Erosion and Sediment Control measures.
 - 2. The SWPPP shall consist of planning, installing, inspecting, maintaining, and removing TESC BMPs per Volume II of the Stormwater Management Manual for Western Washington (2012) or equivalent. The BMPs shown in the Drawings are the minimum required to prevent pollution of air and water, to control peak volumetric flow rates and

velocity of stormwater, and to control, respond to, and dispose of eroded sediment and turbid water during the term of the Contract.

3. If Contractor chooses to write a SWPPP separate from the Port-provided SWPPP, it must comply with all of the requirements set forth by the CSGP.
- B. Contractor shall develop project-specific TESC BMPs and incorporate them into the SWPPP. Contractor shall address the following issues as part of developing and implementing the BMPs.
 1. TESC BMPs must meet the requirements in Ecology's Volume II of the Stormwater Management Manual for Western Washington (2012) or equivalent.
 2. TESC notes and details shown in the Drawings and the information in this Section form a basis of the minimum requirements for a TESC Plan. Contractor shall develop a TESC Plan specific to the construction schedule and proposed means and methods prior to commencing construction activities for the duration of the Project.

3.03 TEMPORARY EROSION AND SEDIMENT CONTROL IMPLEMENTATION

- A. Contractor is responsible for implementing and updating the SWPPP including TESC BMPs.
 1. Contractor shall inspect the TESC measures daily and maintain these measures to ensure continued proper functioning for the duration of the Project.
 2. Contractor will be responsible for documenting TESC site inspections on a weekly basis in areas of active construction and on a monthly basis in areas that have undergone stabilization. Contractor shall keep records of the inspections on site.
 3. During the construction period the Contractor shall, at no additional cost to the Port, upgrade and/or maintain TESC measures as needed, based on Contractor means and methods, work sequencing, and changing site conditions (e.g., changes to impervious surface coverage, proximity of work to storm conveyance systems, storm events, etc.). Contractor shall modify these measures for changing site conditions and update the SWPPP to document all modifications made.
- B. Catch basins shall be cleaned when the depth of debris reaches 30% of the sump depth or the debris surface is six (6) inches below the outlet pipe. Contractor shall clean all catch basins, manholes, and conveyance lines, if present, prior to Work completion. The cleaning process shall not flush sediment-laden water into a downstream system.
- C. Contractor shall ensure that water, or a dust palliative and a dispensing subcontractor, if needed, is available for project use. It is the responsibility of the Contractor to develop and adhere to appropriate safety measures pertaining to the palliative use. This also includes ensuring the dispensing subcontractor develops and adheres to the appropriate safety measures, if a dispensing subcontractor is used. Water used for dust suppression shall not be applied at such a rate or in a location that it will generate runoff from the site.
- D. Areas of exposed soils, including embankments, which will not be disturbed for two days during the wet season (October 1 through April 30) or seven days during the dry season (May 1 through September 30), shall immediately be stabilized by the Contractor with an Ecology-approved TESC measure (e.g., seeding, mulching, plastic covering, etc.).
- E. TESC measures in an inactive area shall be inspected and maintained by the Contractor until the area is permanently stabilized.
- F. In the event that additional temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of

the Work as scheduled or as ordered by the Engineer, such work shall be performed by the Contractor at its own expense.

- G. Contractor shall remove all TESC facilities, install permanent site surfacing improvements and permanent BMPs with minimal disturbance, and shall clean stormwater facilities prior to Work completion.
- H. Contractor shall terminate the CSGP upon final stabilization of the site.

END OF SECTION

PART 1 - GENERAL

1.01 SUBMITTALS

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

PART 2 - PRODUCTS

2.01 NEW PRODUCTS

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

2.02 PRODUCT OPTIONS

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

PART 3 - EXECUTION

3.01 TRANSPORTATION AND HANDLING

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

3.02 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.

- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Cutting and patching.

1.02 SUBMITTALS

- A. See Section 01 33 00 - Submittal Procedures
- B. 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.
 - 5. Work of the Port or separate Contractor.
- C. Project As-Built Documents: Accurately record actual locations of capped and active utilities.

PART 2 - PRODUCTS

2.01 PATCHING MATERIALS

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

PART 3 - EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

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

3.03 GENERAL INSTALLATION REQUIREMENTS

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

3.04 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 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 are 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.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

3.06 ADJUSTING

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

END OF SECTION

PART 1 - GENERAL

1.01 RELATED WORK DESCRIBED ELSEWHERE

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

PART 2 - PRODUCTS

2.01 MATERIALS

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

PART 3 - EXECUTION

3.01 PROGRESS CLEAN-UP

- A. The Contractor shall clean the project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with all requirements for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials for the type of material to be stored.
 - 4. Coordinate progress cleaning for joint use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free from waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 74 19, Waste Management.

- 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 at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.02 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds. in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
 - f. Remove debris and surface dust from limited access spaces, including roofs, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Remove labels that are not permanent.
 - i. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - j. Leave Project clean and ready for occupancy.

3.03 REPAIR OF WORK

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

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

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

- A. This section includes construction waste management requirements.

1.02 DEFINITIONS

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

1.03 PERFORMANCE GOALS

- A. General: Divert CDL waste to the maximum extent practicable from the landfill by one or a combination of the following activities:
 - 1. Salvage
 - 2. Reuse

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

1.04 QUALITY ASSURANCE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 SOURCE-SEPARATED CDL RECYCLING

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

3.02 CO-MINGLED CDL RECYCLING

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

3.03 LANDFILL

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

3.04 REMOVAL OF CDL WASTE FROM PROJECT SITE

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

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

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

1.03 ACTION SUBMITTALS

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

1.04 PROJECT SUBMITTALS

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

1.05 SUBSTANTIAL COMPLETION PROCEDURES

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

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

1.06 PUNCH LIST (LIST OF INCOMPLETE ITEMS)

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

1.07 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete and submit the following:
 1. Submittal of all remaining items, including as-built documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, surveys, and similar final record information and all other submittals defined in the Contract Documents.
 2. List of Incomplete Items: Submit copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (Punch List). Copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 5 days prior to date the work will be complete and ready for final inspection and tests. On

receipt of request, the Engineer will either proceed with inspection or notify contractor of unfulfilled requirements.

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

1.08 FINAL ACCEPTANCE PROCEDURES

A. Submittals Prior to Final Acceptance:

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

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

PART 2 - PRODUCTS

2.01 CONTRACTOR'S WARRANTY

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

PART 3 – EXECUTION

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Sawcut asphalt and concrete
- B. Cold mill asphalt concrete pavement
- C. Salvage, disposal, storage, and handling of removed items

1.02 DEMOLITION

- A. Contractor shall properly dispose of all products of demolition activities.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Products that are required to accomplish, or to be incorporated into, the work of this section are as specified herein.

PART 3 - EXECUTION

3.01 GENERAL

- A. Notify the Engineer a minimum of two (2) days prior to beginning work.
- B. Obtain approval from Engineer for work which affects means of ingress and egress from work area.
- C. Construction areas shall be barricaded off utilizing containers provided by the tenant. The area shall be discussed with the Engineer and tenant to determine the allowable footprint of each area of work.

3.02 SAWCUTTING

- A. Perform full depth sawcutting of asphalt and concrete pavement as indicated on the Drawings or otherwise specified. Sawcutting of existing reinforced concrete trench drain structure shall be performed with extreme care to avoid any damage to the trench drain channel section and pipe section.
- B. Neatly cut and remove materials, and prepare openings to receive new work.
- C. Remove concrete and pavement in small sections.
- D. Use care in removing the pavement and concrete to protect existing pavement or concrete which is to remain in place adjacent to the work area, and that all removals are accomplished by making a neat vertical saw cut at the boundaries of the area to be removed.
- E. Provide vacuum equipment to control dust and debris generated by sawcutting operations. Control silt-laden runoff generated by saw cutting operations to prevent runoff from entering the storm drainage system.
- F. Replace any adjacent damaged materials not designated for removal at no additional cost to the Port.
- G. Provide bracing or screening as needed to prevent damage to adjacent facilities that are to remain in place.

3.03 MILLING ASPHALT CONCRETE PAVEMENT

- A. Provide a cold-milling machine which is self-propelled, capable of milling the pavement to a specified depth and smoothness, and of establishing grade control with means of controlling

transverse slope and dust produced during the pavement milling operation. The machine shall have the ability to grind material to 1-1/2 inch minus in size and remove the millings or cuttings from the pavement and load them into a truck. The milling machine shall not cause damage to any part of the pavement structure that is to remain in place, and material shall be loaded directly into a truck.

- B. Where indicated on the plans, mill asphalt concrete pavement by pavement grinder to the depth indicated on the plans or as directed by the Engineer.
- C. Make sufficient passes so that the designated area is milled to the grades and cross sections indicated. The milling shall proceed with care and in depth increments that will not damage the pavement below the designated finished grade. Repair and replace, as directed, items damaged during milling such as manholes, valve boxes, utility lines, and pavement that is torn, cracked, gouged, broken, or undercut.
- D. Conform the finished milled surfaces to the lines, grades, and cross sections indicated. The finished milled-pavement surfaces shall vary not more than 1/4 inch from the established plan grade line and elevation. Finished surfaces at a juncture with other pavements shall coincide with the finished surfaces of the abutting pavements. The deviations from the plan grade line and elevation will not be permitted in areas of pavements where closer conformance with planned grade and elevation is required for the proper functioning of appurtenant structures involved. Milling shall not be performed when there is a measurable accumulation of snow or ice on the pavement surface.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Concrete Formwork
- B. Concrete Reinforcement
- C. Cast-in-Place Concrete elements
- D. Flowable Fill Base Course
- E. Epoxy Anchors
- F. Epoxy bonding agent

1.02 REFERENCES

- A. General: Publications listed below form a part of this Specification to the extent indicated by references thereto.
- B. American Society for Testing and Materials (ASTM)
 - 1. ASTM A615/A615M - Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
 - 2. ASTM A1064/A1064M - Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
 - 3. ASTM C33/C33M - Specification for Concrete Aggregates
 - 4. ASTM C94/C94M - Specification for Ready-Mixed Concrete
 - 5. ASTM C150/C150M - Specification for Portland Cement
 - 6. ASTM C156 - Test Method for Water Loss [from a Mortar Specimen] Through Liquid Membrane-Forming Curing Compounds for Concrete
 - 7. ASTM C171 - Specification for Sheet Materials for Curing Concrete
 - 8. ASTM C260/C260M - Specification for Air Entraining Admixtures for Concrete
 - 9. ASTM C309 - Specification for Liquid Membrane-Forming Compounds for Curing Concrete
 - 10. ASTM C494/C494M - Specification for Chemical Admixtures for Concrete
 - 11. ASTM C1107/C1107M - Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
 - 12. ASTM D560 - Test Methods for Freezing and Thawing Compacted Soil-Cement Mixtures
 - 13. ASTM D1751 - Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Type)
 - 14. ASTM D4832 - Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders
 - 15. ASTM E96/E96M - Test Methods for Water Vapor Transmission of Materials
- C. American Concrete Institute (ACI)
 - 1. ACI 301 - Specifications for Structural Concrete
 - 2. ACI 305 - Guide to Hot Weather Concreting
 - 3. ACI 306 - Guide to Cold Weather Concreting

4. ACI 308 - Guide to External Curing of Concrete
 5. ACI 309 - Guide for Consolidation of Concrete
 6. ACI 315 - Standard Practice for Detailing Reinforced Concrete Structures
 7. ACI 318 - Building Code Requirements for Structural Concrete
- D. American Association of State Highway and Transportation Officials (AASHTO)
1. AASHTO M 284M/M 284 - Standard Specification for Epoxy-Coated Reinforcing Bars; Materials and Coating Requirements
- E. Washington State Department of Transportation (WSDOT)
1. Standard Specifications for Road, Bridge, and Municipal Construction

1.03 SUBMITTALS

- A. Submit the following documents to, and obtain written approval from, the Port before placing any concrete on the job:
1. Certificates of Specification compliance for materials to be used.
 2. Proposed concrete mix design and flowable fill mix design, indicating constituent material contents per cubic yard of concrete.
 3. Mix design test certificates for compressive strength, yield, air content, and slump of the proposed concrete mix. As a minimum, compressive strength test results at 7, 14, and 28 days shall be provided in accordance with ACI 318 5.3, unless otherwise specified.
 4. Manufacturer's name and certificates of compliance with applicable standards shall be provided for all admixtures, concrete bonding agents, curing compounds, etc., proposed for use on the job.
- B. Product Data: Submit data on the following products
1. Concrete admixtures
 2. Curing compounds
 3. Fiber reinforcement
 4. Steel reinforcement materials
 5. Joint sealant
 6. Accessories

1.04 VERIFICATION OF ELEVATIONS AND DIMENSIONS

- A. Field verify existing surface elevations.

1.05 QUALITY ASSURANCE

- A. Inspection and Testing as follows:
1. Port will provide necessary inspection and testing as required.
 2. Provide all necessary assistance and access in carrying out such inspections and tests, including sufficient mixed concrete and constituent materials required for testing and inspection, at no additional cost to the Port.
- B. Qualification of Workmen as follows:

1. Provide at least one person who shall be present at all times during execution of this portion of the work. They shall be thoroughly trained and experienced in concrete work, and shall direct all work performed under this section.
2. Trained and experienced journeyman concrete finishers shall be responsible for finishing of exposed surfaces.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All concrete shall be normal weight concrete and ready-mix. Batching, mixing, transportation, and delivery of ready-mix concrete shall conform to ASTM C94.
- B. Obtain cementitious materials from same source throughout.

2.02 MATERIALS

A. Forms

1. Forms shall be wood or metal. Metal forms shall have all bolt and rivet heads countersunk so that a plane, smooth surface of the desired contour is obtained.
2. Wood forms shall be sheathed or lined with plywood or tempered masonite so as to form even and uniform surfaces. Plywood forms shall not be used with the second ply exposed. Plywood panels shall be as large as possible.
3. Form ties shall be of approved round design, free from devices that will leave holes or depressions larger than 1-1/4 inches in diameter and of a type that when forms are removed, shall leave no metal within 1-inch of finished surfaces. Ties that remain in place, i.e., snap ties, shall have a center waterstop washer.

B. Reinforcing

1. Bars shall be of the sizes and shapes shown and shall conform to ASTM A615/A615M, Grade 60. Bars shall be free of mill, scale, rust, or other coatings.
2. Tie Bars: Shall be deformed steel bars meeting the requirements of ASTM A615/ A615M, Grade 60.
3. Dowel Bars: Shall be straight, smooth, solid round bars, free from burring or other deformation that would interfere with free movement in the concrete. Dowels shall meet the requirements of ASTM A615/A615M, Grade 60. Coat sliding portion of each bar with factory applied, paraffin based lubricant. Lubricant shall be Dayton Superior DSC BB-Coat or Valvoline Tectyl 506 or approved equal. Support dowels with steel baskets or dowel assemblies. Supports shall conform to manufacturers recommendations for rigid welded dowel assemblies, heavy duty type. Weld spacer wires parallel to dowels and weld alternate ends of dowels to sides of assembly. At expansion joints, fit dowels with bar tubes or U-shaped channel caps. Sliding surfaces shall be parallel with longitudinal axis of pavement within a tolerance of 1/8 inch per foot. Sliding end of assembly crossing joint shall alternate on each side of joint for all dowels in each joint.
4. Wire for reinforcement: ASTM A1064/A1064M
5. Wire fabric: ASTM A1064/A1064M
6. Tie Wire: ASTM A1064/A1064M No. 16-gage minimum double annealed black wire

C. Aggregate

1. Conform to ASTM C33/C33M.
2. All coarse and fine aggregate shall consist of hard, tough, durable, particles free from foreign materials, and shall be stored in such a manner as to prevent segregation, excessive breakage, and the introduction of foreign material.
3. Coarse aggregates shall be size 57 per ASTM C33/C33M.
- D. Water-reducing admixtures: Conform to the requirements of ASTM C494/C494M. Dosage rates in accordance with the manufacturer's recommendations.
- E. Air-entraining admixtures: Conform to ASTM C260/C260M. Dosage rates in accordance with the manufacturer's recommendations to meet the air content specified herein. The air-entraining admixture shall be added directly to the concrete materials either before or during mixing.

2.03 CONCRETE MIX DESIGN

- A. Concrete for foundations may contain fly ash as a mineral admixture.
- B. The proportions of aggregate to cement for any concrete shall be such as to produce a mixture which will work readily into the corners and angles of the forms, around reinforcement and embedded items, with the least possible segregation of the material and preventing excess free water to collect on the surface
- C. Concrete shall be ready mixed concrete conforming to ASTM C94/C94M and the following:
 1. 3-day compressive strength: 4000 psi minimum
28-day compressive strength: 6000 psi minimum
 2. Slump: (3) inches, plus or minus one (1) inch. Slump may be increased by the addition of a water reducing admixture if approved by the Engineer.
 3. Aggregate: Per ASTM C33/C33M. Specific gravity of 2.60 minimum required.
 4. Cement: Cement shall conform to ASTM C150/C150M, Type I/II.
 5. Admixtures
 - a. All admixtures shall be supplied by one manufacturer approved by the Engineer.
 - b. Chemical admixtures shall conform to ASTM C494/C494M.
 - c. Air-Entraining Agents: Shall meet the requirements of ASTM C260/C260M and shall be added to the mixer in the amount necessary to produce (5-1/2%) entrained air; plus or minus 1-1/2%.
 - d. Water-Reducing Agents: Shall be Master Builders' Pozzoloth, or approved equal, conforming to ASTM C494/C494M, Type A for water-reducing, Type D for water-reducing and retarding, and Type E for water-reducing accelerating.
 - e. Accelerators: Shall be approved by the Engineer prior to use and shall not include chlorides.
 - f. Retarders: Shall be approved by the Engineer prior to their use.
- D. Non-shrink Grout
 1. ASTM C1107/C1107M. For setting dowels and other reinforcing bars; anchor bolts; and grouting pipes, Master Builders Masterflow 928, or approved equal. The use of powdered aluminum will not be permitted.

E. Curing Materials

1. Curing materials and methods (if allowed by the Engineer) shall conform to ACI 308.
2. Curing and Sealing Compound (if allowed by the Engineer) shall conform to ASTM C309. Compound must be compatible with all applied finishes designated for use. Materials shall provide water retention not exceeding loss of .055 kg per square meter of surface in 72 hours when used at a coverage of 200 square feet per gallon and tested in accordance with ASTM C156.
3. Non-staining Waterproof Paper Covering: ASTM C171.
4. Polyethylene Film: Permeance not to exceed 0.20 perms when tested according to ASTM E96/E96M, Procedure B.

F. Epoxy (Adhesive) Anchors

1. Adhesive anchor bolts shall be Hilti HVA adhesive anchor system using HAS anchor rod assembly (Type 316) or HIS insert where shown on the Drawings, as manufactured by Hilti, Inc., or approved equal. All components of anchor system shall be constructed of stainless steel.
2. Epoxy (Adhesive) anchors may be substituted for cast-in-place anchor bolts at the Contractor's option. Embedment shall be sufficient to fully develop tensile and sheer capacity of the anchor.

G. Expansion Joint Material

1. Pre-molded filler, bituminous fiber type, ASTM D1751.

H. Joint Sealant

1. Moisture cured, 1-component, polyurethane-base elastomeric sealant.

I. Precast Concrete Elements and Vaults

1. All structures, rings, frames, grates, and covers shall be heavy duty and designed to support loading requirements indicated on the Drawings.
2. If required, vault lids shall be watertight, suitable for loading requirements indicated on the Drawings.

J. Bonding Agent

1. Two component epoxy suitable for bonding new concrete to existing in an exterior application.

K. Mortar

1. Mortar for annular spaces at pipes entering catch basins shall comply with WSDOT Standard Specifications 9-04.3 Joint Mortar.

L. Bond Breaker

1. Provide bond breaker between existing and new concrete to the satisfaction of the Engineer.

2.04 FLOWABLE FILL BASE COURSE

- A. The proportions of aggregate to cement shall be such as to produce a mixture which will work readily into the corners and angles of the excavation, with the least possible segregation of the material and preventing excess free water to collect on the surface.

- B. Flowable Fill shall be ready mixed, flowable with a target slump of 8 inches plus/minus 1 inch, conforming to ASTM C94/C94M, and the following:

1. Compressive Strength per ASTM D4832

- | | |
|--------------------------------|-------------------|
| a. 3-day compressive strength: | Minimum: 500 psi |
| minimum | |
| 28-day compressive strength: | Minimum: 750 psi |
| | Maximum: 1500 psi |

2. Aggregate: Per ASTM C33/C33M. Specific gravity of 2.60 minimum required.

- a. Fine Aggregate: WSDOT Standard Specifications 9-03.1(2) Fine Aggregate for Portland Cement Concrete, Class 2:

Sieve Size	Percentage by Weight Passing Sieve
3/8 Inch	99 - 100
No. 4	95 - 100
No. 16	45 - 80
No. 50	10 - 30
No. 100	2 - 10
No. 200	0 - 2.5

3. Cement: Cement shall conform to ASTM C150/C150M, Type I/II.

4. Miscellaneous

- a. Chemical admixtures shall conform to ASTM C494/C494M and shall be supplied by one manufacturer approved by the Engineer.
- b. Air-Entraining Agents: Shall meet the requirements of ASTM C260/C260M and shall be added to the mixer in the amount necessary to produce (5-1/2%) entrained air; plus or minus 1-1/2%.
- c. Water-Reducing Agents: Shall be Master Builders' Pozzoloth, or approved equal, conforming to ASTM C494/C494M, Type A for water-reducing, Type D for water-reducing and retarding, and Type E for water-reducing accelerating.
- d. Accelerators: Shall be approved by the Engineer prior to use and shall not include chlorides.
- e. Retarders: Shall be approved by the Engineer prior to their use.
- f. The freeze-thaw weight loss shall not exceed 14 percent when tested in accordance with ASTM D560/D560M.

PART 3 - EXECUTION

3.01 FORMWORK

- A. Forms shall be used to confine the concrete to the shape, line and dimensions of the members, and shall be substantial and sufficiently tight to prevent leakage of mortar. Forms shall be adequate in strength, securely anchored, and properly braced and/or tied together to maintain position, shape, and alignment within the specified tolerances during all concrete placement and consolidation of operations.

- B. The inside of forms shall be clean, free of encrusted grout, and coated with a form release compound appropriate for the form surface and concrete finish required. Forms shall be thoroughly wetted before placing concrete. Under no circumstances shall form release compound be allowed to contact reinforcing steel or construction joint surfaces.

3.02 REINFORCING

- A. Fabrication and placement of all reinforcing steel, including the dimensions and radii of cold bent bents, shall comply with ACI 318.
- B. Before any concrete is placed, all reinforcing steel in the section or area to be placed shall be securely tied in place (alternate bar intersections minimum).
- C. Placing and Fastening: Place all steel reinforcement accurately and hold firmly in the position indicated on the Drawing during the placing and setting of concrete. Tie bars at all intersections, except where spacing is less than one foot in each direction, then tie alternate intersections.
- D. Minimum Cover: Provide the following minimum concrete covering of reinforcement:
 - 1. Concrete below ground deposited against forms: Two (2) inches
 - 2. Concrete deposited against earth: Three (3) inches
 - 3. Cover at unformed top surfaces: Two (2) inches
- E. Splicing: Furnish reinforcement in the full lengths indicated on the Drawings. When approved, stagger splices as far as possible. Unless shown otherwise, lap all reinforcing 36 diameters (18 inches minimum).
- F. Steel reinforcement, at the time concrete is placed around it, shall be free from loose rust or mill scale, oil, paint, and all other coatings which will destroy or reduce the bond between steel and concrete.

3.03 CONCRETE AND FLOWABLE FILL BASE COURSE

- A. Placement
 - 1. Concrete shall not be placed without adequate cover during expected rainy periods. Cover materials shall be at the job site, ready for installation before concreting is started and shall remain in place until the concrete has set sufficiently to resist any damage to the finish from rainfall.
 - 2. Water shall be removed from within forms and excavation before and during placement of concrete.
 - 3. Concrete shall be deposited in all cases as near as practicable directly in its final position and shall not be caused to flow in the mass in a manner to permit or cause segregation. Dropping concrete a distance of more than 5 feet vertically without proper confinement or depositing a large quantity at any point and running or working it along the forms will not be permitted.
 - 4. Concrete shall be consolidated with the aid of mechanical vibrating equipment supplemented by hand spading and tamping. Vibrating equipment shall be of the internal type and shall at all times be adequate to properly consolidate all concrete.
- B. Cold and Hot Weather Concreting
 - 1. Do not place concrete when the atmospheric temperature drops below 40 degrees Fahrenheit or rises above 90 degrees Fahrenheit, unless special procedures are followed.

The temperature of the concrete at time of placement shall not be over 80 degrees Fahrenheit.

2. Production, delivery, placing, curing, inspection, and testing of concrete under hot or cold weather conditions shall comply with ACI 305, "Guide to Hot Weather Concreting" or ACI 306, "Guide to Cold Weather Concreting."

C. Finishing

1. Spreading dry cement for finishing is not permitted.
2. Finishing operations of all formed surfaces shall begin immediately upon removal of the forms and shall be completed within 8 hours following form removal. Immediately after form removal, all fins, unsightly ridges and projections, and exposed lips and edges shall be removed with a sharp tool or stone to make smooth and flush with adjoining surfaces. All tie rod holes shall be mortar packed. Honeycomb areas shall be patched or cut-out and replaced as directed by the Engineer.
3. Float Finish: All concrete slabs shall be float finished and sloped to indicated grades. Floating may be performed by use of hand or power driven equipment. Floating shall be started as soon as the screeded surface has stiffened sufficiently to produce a uniform surface free from screed marks.
4. Broom Finish: Slabs shall be floated as specified above and then broomed immediately following. The broom shall be of an approved type that will produce regular corrugations not over 1/16 inch deep. Strokes of the broom shall be to edge of the slab. The finished surface shall be free of porous spots, irregularities, depressions, and pockets. The top exposed edge of slabs shall be tooled with a 3 1/2-inch-radius tool.

D. Curing

1. Protect concrete from premature drying. Provide temporary housing, covering, heating, cooling, or other protection as needed. Follow finishing operations with curing measures within 2 hours.
2. Keep concrete continuously moist for 7 days. Prevent rapid drying at the end of the curing period. Accomplish cure by one of the following methods:
 - a. Ponding or continuous sprinkling.
 - b. Absorbent mats or fabrics kept continuously wet.
 - c. Use curing compounds as specified. Remove compound film from all exposed surfaces at the end of curing period. Obtain Engineer's approval for all curing compounds used on vertical surfaces.
 - d. Non-staining waterproof paper as specified. Keep all joints airtight and weighted in place.
 - e. Non-staining polyethylene film as specified. Keep all joints and edges weighted to prevent wind penetration.

E. Tolerances

1. Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.
2. Maximum Variation From True Position: 1/4 inch.

F. Protection

1. Immediately after placement, protect concrete from premature drying, excessive hot or cold temperatures, and mechanical injury.
2. Do not permit vehicular traffic over concrete until strength of concrete has reached 5000 psi.

G. Testing

1. Testing of concrete material will be done by the Port. Methods of sampling, testing, evaluation, and acceptance will conform to ACI 301. All fresh concrete samples intended for testing will be taken at the point of deposit into the formwork.
2. Testing, as described above, will be at Engineer's discretion and in no way relieves the Contractor of any obligations.
3. Additional tests by the Port may include the following:
 - a. Additional testing and inspection required because of changes in materials, proportions, and procedures.
 - b. Additional testing of materials or concrete occasioned by their failure by test or inspection to meet Specification requirements.
4. If any delivered load of concrete is rejected, dispose of completely off-site.

H. Rejected Concrete

1. Concrete not conforming with any portion of the specifications or concrete damaged from any cause and any concrete which shall be found defective at any time before the completion and acceptance of the Work, shall be removed and replaced.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. The work includes excavating, filling, and constructing pavement, gravel base and subgrade courses.

1.02 REFERENCES

- A. General: Publications listed below form a part of this Specification to the extent indicated by references thereto.
- B. American Society for Testing and Materials (ASTM)
 - 1. ASTM C29/C29M - Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
 - 2. ASTM D1556/D1556M - Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method
 - 3. ASTM D1557 - Test Methods Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³))
 - 4. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
 - 5. ASTM D6938 - Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
- C. Washington State Department of Transportation (WSDOT)
 - 1. Standard Specifications for Road, Bridge, and Municipal Construction
- D. Environmental Protection Agency (EPA)
 - 1. EPA SW 846 - Test Methods for Evaluating Solid Waste, Physical/Chemical Methods; United States Environmental Protection Agency, SW-846; Current edition.
- E. Washington Administrative Code (WAC)
 - 1. WAC Ch. 173-340 - Model Toxics Control Act
 - 2. WAC Ch. 173-303 - Dangerous Waste Regulations

1.03 SUBMITTALS

- A. Submit test reports for the following:
 - 1. Sieve analysis of materials used for backfill and select fill.
 - 2. Degree of Compaction: Degree of compaction shall be expressed as a percentage of maximum density obtained by test procedures presented in ASTM D1557 or ASTM D2167.
 - 3. Sources of all imported material and certification that materials are clean and free of contamination.
- B. Submit test reports for the following
 - 1. Sieve analysis for all borrow materials.
 - 2. Proctor data for all borrow materials.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Materials shall be of the quality, size, shape, gradation, or equal to that manufacture as specified herein.

2.02 GRAVEL BASE MATERIAL

- A. Gravel base material: Clean, well graded granular material meeting the requirements of WSDOT Standard Specifications Section 9-03.9(3) - Crushed Surfacing Base Course.

PART 3 - EXECUTION

3.01 GENERAL

- A. Excavating and grading shall be completed within the tolerances established or within reasonably close conformity with the alignment grade and cross sections indicated on the Drawings or Specifications.

3.02 EXCAVATION FOR STRUCTURES AND UTILITIES

- A. All foundations and utility structures shall be founded on compacted subgrade. Excavated material may be reused if it meets the requirements for fill, or as approved by the Engineer. Compact fill material as specified.
- B. Brace and shore sides of excavations. Comply with all federal, state, and local regulations regarding shoring, bracing, and other protection requirements.
- C. Keep water out of excavated pits and trenches by pumping or other means of dewatering. Water level shall be kept below the bottom of concrete pours before, during, and for a minimum of three days thereafter.
- D. Protect excavated material, stockpiled for use as backfill, from contamination by other materials and from damage by weather by covering with waterproof sheeting or other suitable means, as approved by the Engineer.
- E. Take appropriate steps to prevent damaging adjacent structures during excavation.
- F. Unsuitable Structural and Trench Excavation: Unsuitable materials (if encountered) shall be excavated to the depth designated by the Engineer. Unsuitable material shall be replaced with gravel base material, or other materials approved by the Engineer.

3.03 EXPORT MATERIAL

- A. Material to be exported from the site must be stockpiled and characterized prior to offsite disposal. The Contractor will stockpile material at a location onsite as directed by the Engineer. Stockpiled material shall be placed on the pavement, covered with plastic sheeting and anchored to prevent rain water from contacting material. Refer to Paragraph 3.05 for characterization and disposal requirements. Contractor shall base their bid on the assumption that excavated material is not regulated.

3.04 CONTAMINATED/HAZARDOUS SOILS AND GROUNDWATER

- A. Contractor shall monitor soils and groundwater by instructing workers in observing and reporting questionable materials, odors, oily sheen or color on soils and water, and oily or chemical odors. If unexpected hazardous or contaminated materials are encountered, Contractor shall stop work in that area immediately and notify the Engineer.

3.05 CHARACTERIZATION TESTING, REPORTING, AND CERTIFICATION

- A. Provide characterization and testing as described below for all off-site borrow materials.
- B. The Contractor is responsible for all testing costs associated with characterization of off-site borrow materials.
- C. Provide the following information with each sample submitted:
 - 1. Material Source
 - 2. Proposed On-site Use
 - 3. Sampling dates
 - 4. Chain of custody
 - 5. Sampling locations
 - 6. Contractor's certification that the samples submitted are representative of the materials that shall be reused at the site.
- D. Characterization Testing shall include:
 - 1. Maximum Dry Density (ASTM D1557)
 - 2. Weight per unit volume of uncompacted material (ASTM C29/C29M)
 - 3. Priority Pollutant Metals (EPA SW 846 6010/6020/ 7041)
 - 4. Volatile Organic Compounds (EPA SW 846 8260)
 - 5. Semi-volatile Organic Compounds (EPA SW 846 8270)
 - 6. PCBs and Pesticides (EPA SW 846 8080)
 - 7. Petroleum Hydrocarbons (NWTPH-HCID)

3.06 FILL AND BACKFILL FOR STRUCTURES AND UTILITIES

- A. Place fill to lines and grades indicated on the Drawings.
- B. Remove water from excavated areas, by pumping or other means, before placing any fill material.
- C. Compact subgrade, as specified later in this section, before placing any fill material.
- D. Do not place any fill against concrete walls/structures until the concrete has attained its specified design strength and/or certain other construction sequence criteria, if noted on the Drawings, are met, or as specifically approved by the Engineer.
- E. Place fill in layers not exceeding 6 inches (loose thickness) and compact to at least 98% of dry density (ASTM D1557). Select backfill shall be used for materials placed beyond the limits defined for structural excavation.

3.07 COMPACTION

- A. Compaction shall be performed with approved compaction equipment suited to the soil and the area being compacted. Moisten or aerate material as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction with the equipment used. The moisture content of fill material shall be within 2 percent of the optimum moisture content at the time of compaction.

- B. Each lift of material placed shall be uniformly compacted to the density indicated for the specific material and use set forth in these Specifications. The percent of density required is in relation to the maximum density obtainable at optimum moisture content (Compaction Control Density) as determined in Section 3.08 "Compaction Control Tests."

3.08 COMPACTION CONTROL TESTS

- A. Laboratory and field tests shall be performed by the Port.
- B. Compaction control density shall be the maximum density at optimum moisture content as determined by ASTM D1557, Standard Methods for Moisture-Density Relationships of Soil and Soil Aggregates, Methods A, B, C or D as applicable.
- C. Field tests to determine in-place compliance with required densities as specified, shall be performed in accordance with ASTM D1556/D1556M or D2167.

3.09 PREPARATION FOR GRAVEL BASE COURSE

- A. Preparation of Subgrade
 - 1. Immediately prior to placement of surfacing materials, clean the entire width of the area of all debris and dispose of as directed by the Engineer. All depressions or ruts which contain storm water shall be drained.
 - 2. Shape the entire subgrade to a smooth uniform surface, true to line, grade, and cross section. Thoroughly compact the material for a depth of twelve inches below the finish subgrade elevation to 95% of the maximum density as determined by compaction tests ASTM D1557. If soft or spongy material underlying the upper twelve inches of the area being prepared precludes satisfactory compaction of the upper twelve inches, loosen, aerate, or excavate, replace, and compact to the required density as directed by the Engineer.
 - 3. Remove and dispose of excess. Subgrade areas deficient in materials shall be brought to grade by importing suitable materials. Materials added to subgrade areas deficient in materials shall be watered and compacted as necessary to yield a true finished subgrade as described above.
 - 4. Once the subgrade is prepared, maintain the subgrade for surfacing in the finished condition until the first course of surfacing has been placed.
- B. Subgrade Protection
 - 1. Take all precautions necessary to protect the subgrade (including utility backfills and exposed excavation surfaces) from damage.
 - 2. Protect the exposed excavation areas from excessive wetness due to rainfall. Protection measures may include covering with plastic or other means.
 - 3. Where approved compacted subgrades are disturbed by subsequent operations or adverse weather, scarify the subgrades and compact to the required density prior to further construction thereon.

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE

- A. The work covered by this Section includes the furnishing of all labor, materials, equipment and necessary services to construct asphalt pavements to the sections and at the locations as specified in this Section and as indicated on the Contract Drawings.

1.02 RELATED SECTIONS

- A. Section 01 33 00 - Submittal Procedures
- B. Section 01 45 00 - Quality Control
- C. Section 31 00 00 - Earthwork

1.03 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- B. Unless otherwise indicated, the most recent edition of the publication, including any revisions, shall be used.
- C. American Association of State Highway and Transportation Officials (AASHTO)
 - 1. AASHTO M 17 - Mineral Filler for Bituminous Paving Mixtures
 - 2. AASHTO M 320 - Performance-Graded Asphalt Binder
 - 3. AASHTO M 323 - Superpave Volumetric Mix Design
 - 4. AASHTO T 11 - Materials Finer Than 75 mm (No. 200) Sieve in Mineral Aggregates by Washing
 - 5. AASHTO T 27 - Sieve Analysis of Fine and Coarse Aggregates
 - 6. AASHTO T 89 - Determining the Liquid Limit of Soils
 - 7. AASHTO T 90 - Determining the Plastic Limit and Plasticity Index of Soils
 - 8. AASHTO T 96 - Resistance to Degradation of Small-Size Coarse Aggregate and Impact in the Los Angeles Machine
 - 9. AASHTO T 112 - Clay Lumps and Friable Particles in Aggregate
 - 10. AASHTO T 164 - Quantitative Extraction of Asphalt Binder from Hot Mix Asphalt (HMA)
 - 11. AASHTO T 168 - Sampling Hot Mix Asphalt Paving Mixtures
 - 12. AASHTO T 176 - Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test
 - 13. AASHTO T 304 - Uncompacted Void Content of Fine Aggregate
 - 14. AASHTO T 308 - Determining the Asphalt Binder Content of Hot Mix Asphalt (HMA) by the Ignition Method
 - 15. AASHTO T 312 - Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor
 - 16. AASHTO T 329 - Moisture Content of Hot Mix Asphalt (HMA) by Oven Method
 - 17. AASHTO T 335 - Determining the Percentage of Fracture in Coarse Aggregate

D. American Society for Testing and Materials (ASTM)

1. ASTM D75 - Sampling Aggregates
2. ASTM D2041 - Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
3. ASTM D2726 - Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Asphalt Mixtures
4. ASTM D4791 - Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate

E. Washington State Department of Transportation (WSDOT)

1. Construction Manual, M 41-01
2. Standard Specifications for Road, Bridge and Municipal Construction, M 41-10
3. Materials Manual, M 46-01

1.04 SUBMITTALS

A. A separate job mix formula for each proposed mix design shall be submitted in writing by the Contractor upon execution of the task order. Submittals shall represent all submittal elements specified herein and shall include as a minimum:

1. Mix designation/identification number and certificate of manufacturer's rated production rate.
2. Plant where mix will be produced.
3. Performance Graded Binder Certified Test Reports
 - a. Source location and type of binder.
 - b. Certificate of Compliance, including date and signature of the supplier, regarding conformance with AASHTO M 320, Table 1.
 - c. Elastic recovery requirements in accordance with WSDOT Section 9-02.1(4)
 - d. Temperature-viscosity relationship of the asphalt cement.
 - e. Minimum mixing temperature (degrees F).
 - f. Minimum compaction temperature (degrees F).
4. Coarse Aggregate Certified Test Reports:
 - a. Source location and type of aggregate.
 - b. Angularity.
 - c. Bulk specific gravity.
 - d. Flat and elongated particles.
 - e. Soundness.
 - f. LA Abrasion.
5. Fine Aggregate Certified Test Reports:
 - a. Source location and type of aggregate.

- b. Bulk specific gravity.
- c. Percent natural sand (if used).
- d. Sand equivalent.
- e. Uncompacted void content.
- 6. Recycled Asphalt Pavement Test Reports (if used)
- 7. Anti-strip agent:
 - a. Certification.
 - b. Amount used.
- 8. Optimum Asphalt Determination (in accordance with ASTM D5581 or ASTM D6927, as appropriate).
 - a. Compactive effort (75 or 112 blows applied to specimen, each face, as appropriate).
 - b. Actual specific gravity and unit weight of each specimen.
 - c. Percentage of asphalt in each specimen.
 - d. Theoretical specific gravity of each specimen calculated.
- 9. Percentage and grade of performance graded asphalt binder.
- 10. Proportions and percentage of each aggregate stockpile.
- 11. Temperature of mix when discharged from the mixer.
- 12. Compaction temperature.
- 13. Plot of the blended aggregate gradation and gradation control points on the Federal Highway Administration (FHWA) 0.45 power gradation curve.
- 14. Maximum specific gravity at the target binder content.
- 15. Gyratory compaction curve for Nmax.
- 16. Bulk specific gravity at Ndesign gyrations.
- 17. Percent theoretical maximum density at Ninitial, Ndesign, and Nmax gyrations.
- 18. Voids in mineral aggregate at Ndesign gyrations.
- 19. Voids filled with asphalt at Ndesign gyrations.
- 20. Dust to binder ratio.
- 21. Flow value.
- 22. Stability.
- 23. Actual unit weight of laboratory compacted mixture.
- 24. Graphical plots of air voids, voids in the mineral aggregate, voids filled with asphalt, fines to effective binder content ratio, and unit weight verses asphalt content. Plots shall indicate values at -0.5 percent design asphalt content, design asphalt content, and +0.5 percent design asphalt content.
- 25. Tensile strength ratio (TSR), strength of conditioned samples, and worksheets.

- B. The certification(s) shall show the appropriate AASHTO/ASTM test(s) for each material, test results, and a statement that the material meets the specification requirement.
- C. If requested by the Engineer, submit samples for each type of aggregate, to be used and from each source, with proper identification as to source, type of aggregate and contract number. Take all samples in accordance with requirements of ASTM D75 and D242. Submit in clean, sturdy bags and in the following amounts for each sample when requested:

MATERIAL	SAMPLE SIZE
Coarse Aggregate	25 lbs.
Fine Aggregate	25 lbs.
Reclaimed Asphalt Pavement	25 lbs.
Mineral Filler	5 lbs.

- D. The job mix formula for each mixture shall be in effect until modified in writing by the Engineer. Should a change in mix or sources of materials be made, a new job mix formula must be tested and resubmitted for approved by the Engineer before the new mix is used.
- E. Working Drawings: For each paving area, provide working drawings to show the following information:
 - 1. Direction of paving.
 - 2. Lane widths.
 - 3. Thickness of each lift.
- F. Submit smoothness measurements and surface grade survey results to the Engineer prior to application for payment.
- G. Equipment List: The Contractor shall submit a list of equipment to be used for placing asphalt concrete to the Engineer prior to utilization on the job.
- H. Moisture content of asphalt.

1.05 CONTRACTOR QUALITY CONTROL

- A. The Contractor shall be responsible for developing the asphalt mix designs specified herein. The mix designs shall be developed and/or certified by a laboratory accredited by AASHTO under the AASHTO resource program. Mixtures on WSDOT's QPL are considered to be certified.
- B. Quality Control Testing: The Contractor shall conduct any and all quality control (QC) testing that he deems necessary to properly control the quality, consistency, and uniformity of the asphalt concrete mix being produced. No minimum number of quality control tests is required for this Contract.
- C. For all Quality Control testing performed by Contractor, information and data determined through that testing shall be made available for inspection by Engineer upon request. In no case, however, will Contractor's Quality Control test data be used by Engineer for acceptance or payment purposes.
- D. If the Contractor chooses to conduct quality control tests, the information and data determined through that testing shall be made available for inspection by the Engineer. In no case,

however, shall the Contractor's quality control test data be used by the Engineer for acceptance or payment purposes.

- E. Surface Grades: Grades shall conform to the tolerance requirements specified herein, except where closer tolerance is required for the proper functioning of appurtenant structures and drainage as determined by the Engineer.

1.06 QUALITY ASSURANCE

- A. The Engineer will provide inspection services. Sampling and testing for compliance shall be in accordance with the applicable reference standards using certified technicians and accredited independent testing laboratories.
- B. Sampling and testing for compliance with the Contract provisions shall be in accordance with Section 01 33 00 - Submittal Procedures and Section 01 45 00 - Quality Control.
- C. The Contractor may obtain copies of results of tests performed by the Engineer, at no cost. Tests conducted for the sole benefit of the Contractor, shall be at the Contractor's expense.
- D. Unless otherwise referenced or modified herein, quality control and quality standards for this section shall be as specified in the WSDOT Standard Specifications.

1.07 JOB CONDITIONS

- A. Environmental Requirements:
 - 1. Do not place asphalt beginning October 1st through March 31st of the following year, without written concurrence from the Engineer.
 - 2. In case of sudden rain, the Engineer may permit placing of mixture then in transport from the plant, provided that the surface upon which the mix being placed is dry. In addition, the laydown temperatures must conform to the above requirements. Such permission, however, shall not be interpreted as a waiver of any of the quality requirements.
- B. New and existing manholes, catch basins, and utility vault covers shall be adjusted to conform to the new pavement grades. All lids, vaults, frames, grates, and other appurtenances shall be set to final grade and accepted by the Engineer paving. Paving shall be finished 1/4-inch to 1/2-inch higher than adjacent structures, unless otherwise shown or specified.
- C. Existing Underground Utilities: The Contractor shall locate existing underground utilities in the area of the work. Those utilities which are to remain shall be adequately protected from damage.
- D. All permanent utilities shall be installed prior to final paving. All utility trenches shall be patched with asphalt pavement as shown on the Contract Drawings.
- E. Dust Control: The Contractor shall be responsible for dust control at the site. As a minimum, a water truck and vacuum truck shall be used on site for dust control when required by the Engineer.

PART 2 - PRODUCTS

2.01 PERFORMANCE GRADED ASPHALT BINDER (PGAB)

- A. Asphalt shall conform to the requirements of AASHTO M 320 and the elastic recovery requirements of WSDOT Standard Specification Section 9-02.1(4) for the Performance Grade specified herein.

2.02 AGGREGATE

- A. Coarse Aggregate - Coarse aggregate shall conform to WSDOT Standard Specification Section 9-03.8 and AASHTO M 323, as modified below:

Test	Specification
Flat and Elongated Particles (ASTM D 4791, using a ratio of 5:1, maximum to minimum dimension)	8%, maximum
Coarse Aggregate Angularity (AASHTO T 335)	95% with 2 or more fractured faces 100% with 1 or more fractured faces
LA Abrasion Wear (AASHTO T 96, 500 revolutions)	40%, maximum

- B. Fine Aggregate - Fine aggregate shall consist of clean, sound, durable, angular shaped particles produced by crushing stone or gravel that meets the requirements for wear and soundness specified for coarse aggregate. Natural (non-manufactured) siliceous sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. The amount of sand to be added will be adjusted to produce mixtures conforming to requirements of this Specification. The aggregate particles shall be free from coatings of clay, silt, or other objectionable matter and shall contain no clay balls. Fine aggregate shall conform to WSDOT Standard Specification Section 9-03.8 and AASHTO M 323, as modified below:

Test	Specification
Sand Equivalent (AASHTO T 176)	45%, minimum
Uncompacted Void Content (AASHTO T 304, METHOD A)	45%, minimum
Deleterious Materials (AASHTO T 112)	2%, minimum

- C. Mineral filler, when used, shall conform to the requirements of AASHTO M 17.
- D. Crushed slag aggregates shall not be used.
- E. Recycled Asphalt Pavement (RAP)
1. RAP, if used, shall conform to the requirements of WSDOT Standard Specification Section 9-03.8(3)B, 9-03.21(1), and 9-03.21(1)A, as modified herein.
 2. The maximum proportion of RAP permitted within each mix shall not exceed 20 percent measured by total weight of HMA.
 3. RAP shall have 100 percent passing the 2-inch sieve, 95 percent passing the 1 inch sieve, and shall be a mixture of only coarse aggregate, fine aggregate, and asphalt cement, free of solvents and other contaminating materials.
 4. When RAP is used in a mixture, the RAP aggregate shall be extracted from the RAP using a solvent extraction (AASHTO T164) or ignition oven (AASHTO T308). The RAP aggregate shall be included in determinations of gradation, coarse aggregate angularity, fine aggregate angularity, and flat-and-elongated requirements. The sand equivalent

requirements shall be waived for the RAP aggregates but shall apply to the remainder of the aggregate blend.

5. Documentation of RAP stockpile quality and traceability shall be submitted to the Engineer for approval prior to use.

F. Aggregate Gradation

1. Each gradation contains maximum and minimum control points. Job mix formula gradations must fall within control points for the specified nominal aggregate size. The combined aggregate shall conform to the gradation requirements shown below when tested in accordance with AASHTO T11 and T27. Design gradation requirements are as follows:

Sieve Size	1/2-inch NMAS (Percent Passing)
1-1/2"	-
1"	-
3/4"	100
1/2"	90-100
3/8"	75-90
No. 4	46-66
No. 8	33-45
No. 30	13-29
No. 200	3.0-7.0

2. Aggregates shall be provided in sufficient sizes to produce a uniform mixture. The Contractor shall indicate on the proposed job-mix formula the separate size designations of aggregate to be used.
3. It is recommended that the Bailey Method of gradation evaluation be used to evaluate the packing of aggregate particles and constructability of the blended aggregate mix. If segregation or non-uniformity is evident in the finished pavement, the Engineer reserves the right to require the Contractor to discontinue the use of crusher run or aggregate blends and to furnish separate sizes of open graded aggregate material.
4. Blended Aggregates:
 - a. Fine aggregates and coarse aggregates, when blended, shall not contain more than 2 percent by mass, clay, and other friable particles as determined by AASHTO T 112.
 - b. Each gradation contains maximum and minimum control points. Job mix formula gradations must fall within control points for the specified mix. The combined aggregate shall conform to the gradation requirements shown here when tested in accordance with AASHTO C117 and C136.

2.03 HOT MIX ASPHALT (HMA) MIX DESIGN

- A. Mix design shall be prepared by the Contractor in accordance with WSDOT SOP 732 as modified herein.
- B. Asphalt Binder: PG 70-22.
- C. Aggregate Gradation: 1/2-inch
- D. Gyration levels for mix preparation shall conform to the following:

Mix Designation	N _{initial}	N _{design}	N _{max}
1/2 inch	8	100	160

- E. The target air voids (V_a) of the mix design at the design number of gyrations shall be as follows:

Mix Designation	Air Voids (Percent)
1/2 inch	4.0

- F. The voids filled with asphalt (VFA) at the target air void level shall be as follows:

Mix Designation	Voids Filled with Asphalt (Percent)
1/2 inch	65 – 75

- G. The voids in mineral aggregate (VMA) of the HMA design shall be as follows:

Mix Designation	Voids in Mineral Aggregate (Percent) Minimum*
1/2 inch	14.0

*Note: VMA is not allowed to drop below minimum in production.

- H. The HMA design when compacted in accordance with AASHTO T 312, shall meet the density specified below at the initial, design, and maximum compaction levels.

Compaction Level (Number of Gyrations)	Required Density (% of Theoretical Maximum Specific Gravity)
N _{ini}	%G _{mm} ≤ 89
N _{des}	%G _{mm} = 96
N _{max}	%G _{mm} ≤ 98

- I. The dust to binder ratio (by weight ratio between the minus 200 sieve material and effective asphalt content) of the blended mix shall be between 0.6 and 1.4 for 1/2-inch mix.
- J. Compacted mix design shall have a tensile strength ratio (TSR) greater than or equal to 85 percent when tested in accordance with WSDOT Test Method T718, including the optional freeze-thaw cycle. In addition, the mixture shall have a minimum wet tensile strength of 80 pounds per square inch (psi) and a maximum dry tensile strength of 175 psi. In the event the mix design does not meet the tensile strength requirements, the Contractor shall increase the approved anti-stripping agent dosage or take other corrective action to satisfy the specification.

2.04 HEAT-STABLE ANTI-STRIPPING ADDITIVE

- A. Mix designs shall include a minimum of 0.1 percent by weight of binder, anti-stripping additive conforming to the requirements of WSDOT Standard Specification Section 9-02.4.

2.05 TACK COAT

- A. Unless otherwise approved by the Engineer, the tack coat shall be CSS-1, CSS-1h, or STE-1 emulsified asphalt conforming to WSDOT Standard Specification Section 9-02.1(6). The CSS-1

and CSS-1h emulsified asphalt may be diluted with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

2.06 JOINT AND CRACK SEALANT

- A. Sealant material shall conform to the requirements of WSDOT Standard Specification Section 9-04.2(1)A2.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Asphalt Mixing Plant - Asphalt shall be produced at a plant approved by the WSDOT. Plants shall conform to WSDOT Standard Specifications Section 5-04.3(3)A.
- B. Hauling Equipment:
 - 1. Hauling equipment shall conform to WSDOT Standard Specifications Section 5-04.3(3)B, as modified herein.
 - 2. Trucks shall be equipped with tarps, in good condition without holes, which can be tied down over the sides and ends of the truck beds during periods of inclement weather to prevent rain from entering the truck bed and coming in contact with the asphalt concrete mix.
 - 3. Trucks shall be loaded using a multiple-drop method (front, then back, then middle) to minimize truck to truck segregation.
- C. Paving Equipment - Asphalt pavers shall conform to WSDOT Standard Specifications Section 5-04.3(3)C.
- D. Compaction Equipment - Rollers shall conform to WSDOT Standard Specifications Section 5-04.3(3)E.
- E. Preparation of the Asphalt Binder Material (asphalt cement):
 - 1. The binder shall be stored within the temperature range specified by the supplier of the binder for the grade of asphalt cement being used. Different grades of asphalt binder shall be stored separately and not mixed together at any time.
 - 2. The binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the bituminous material to the mixer at a uniform temperature.
 - 3. The temperature of the binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 350 degrees F unless otherwise required by the asphalt binder manufacturer.
- F. Preparation of the Aggregates:
 - 1. The aggregate for the mixture shall be heated and dried prior to introduction into the mixer. Aggregate shall be dry with no moisture content prior to introduction into the mixer. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates.
 - 2. The aggregate temperature shall not be lower than is required to obtain complete coating and uniform distribution of the aggregate particles and to provide a mixture of satisfactory workability.
- G. Preparation of Bituminous Mixture:

1. Asphalt plant shall not exceed production rate certified by manufacturer.
 2. Mixing shall conform to WSDOT Standard Specifications Section 5-04.3(6), as modified herein.
 3. The aggregates and the bituminous material shall be properly proportioned and introduced into the mixer in the amount specified by the job mix formula.
 4. Job mix formula production tolerances shall conform to WSDOT Standard Specifications Section 9-03.8(7), except the tolerance limits for aggregate shall not exceed the limits of the control points specified herein.
 5. The moisture content of all bituminous mix upon discharge shall not exceed one (1) percent. Asphalt sampling shall be performed in accordance with AASHTO T 168 and moisture content testing shall be performed in accordance with AASHTO T 329. Results of the moisture content testing shall be submitted to the Engineer.
- H. Preparation of the Underlying Surface:
1. Preparation shall conform to WSDOT Standard Specifications Sections 5-04.3(4), and, 5-04.3(4)C as modified herein.
 2. Asphalt materials shall not be placed until the underlying course has been tested and accepted by the Engineer.
 3. The underlying surface shall be free of water, foreign material, and dust when the hot mix asphalt mixture is applied. Immediately before placing asphalt materials, clean all underlying surfaces and previous courses of all loose and foreign material by sweeping with hand brooms, power sweepers, or blowers as directed by the Engineer.
 4. Tack Coat:
 - a. Tack coat shall be applied in accordance with WSDOT Standard Specifications Section 5-04.3(4), as modified herein. The Engineer shall verify that the tack coat has been properly placed prior to constructing subsequent pavement lifts. Refer to the applicable sections in Chapter 5 of the WSDOT Construction Manual for guidance on tack coat application and inspection.
 - b. Apply tack coat only when the underlying surface is free of water, foreign material, dust, and the ambient temperature meets the requirements for the pavement course being placed.
 - c. Residual asphalt coating shall be 0.03 to 0.05 gallons per square yard on newly placed asphalt surfaces
 - d. Residual asphalt coating shall be 0.06 to 0.08 gallons per square yard on existing or milled asphalt surfaces.
 - e. Residual asphalt coating shall be 0.06 to 0.08 gallons per square yard on compacted subgrade.
 - f. Tack coat shall be applied to all vertical surfaces of existing pavement, curbs, gutters, utility structures, concrete edge of the wharf, and construction joints in the asphalt against which additional material is to be placed.
 - g. Exposed surfaces of utility vault lids, frames, grates, valve boxes, inlets and other appurtenances within the area to be paved shall be protected from tack coating.

5. Manholes, valve boxes, inlets, frames, grates, lids, and other appurtenances within the area to be paved shall be adjusted to final grade as shown on the Contract Drawings, shall be in place during paving operations, and shall not be paved over as part of the paving operation. Permanent curbs, gutters, and other supports shall be constructed and backfilled prior to placing asphalt. All contact surfaces shall be coated with tack coat.

I. Transporting, Placing, and Finishing:

1. The asphalt concrete mixture shall be transported from the mixing plant to the site in vehicles conforming to the requirements specified herein.
2. Hauling over freshly placed material shall be not permitted until the material has been compacted, as specified, and allowed to cool to atmospheric temperature.
3. Placing and finishing of the asphalt mixture shall be in accordance with WSDOT Standard Specifications Section 5-04.3(7), as modified herein.
4. The nominal compacted depth of any layer of any course shall be within the depth range shown below.

HMA Class	Minimum Thickness, in.	Maximum Thickness, in.
½ inch	2.0	3.0

5. The hot mix asphalt mixture shall not be placed during unsuitable weather or when the surface temperature of the underlying course is less than that specified below. Asphalt shall not be placed unless the atmospheric temperature is at least 50 degrees F and rising. The temperature requirements may be waived by the Engineer, if requested; however, all other requirements including compaction shall be met.

Lift Thickness, T (inches)	Minimum Base Temperature (degrees F)
T > 3	40
2 < T < 3	45
T < 2	55

6. The initial placement of the asphalt concrete mixture shall occur at a temperature suitable for obtaining density, surface smoothness, and other specified requirements, but not less than 250 degrees F, unless approved by the Engineer.
7. Upon arrival, the mixture shall be placed to the full width of the paving lane. It shall be struck off in a uniform layer of such depth that, when the mix is properly compacted, shall have the required thickness and conform to the grade and contour indicated. The speed of the paver shall be regulated to eliminate pulling and tearing of the bituminous mat. Unless otherwise permitted, placement of the mixtures shall begin along the centerline of a crowned section or on the high side or areas with a one-way slope. The mixture shall be placed in consecutive adjacent strips having a minimum width of 10-feet except where edge lanes require less width to complete the area.
8. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture may be spread and raked by hand tools.

9. Formation of all joints shall be made to ensure a continuous bond between courses and obtain required density. Joints shall have same texture as other sections of course and meet requirements for smoothness and grade.
10. Roller shall not pass over unprotected transverse end of freshly laid mixture except when necessary to form a temporary stop. After a temporary stop, and prior to continuation of paving, the tapered edge shall be cut back to its full depth and width on a straight line, to expose a vertical face, before placing the adjacent lane.
11. Longitudinal joints which are irregular, damaged, uncompacted, or otherwise defective shall be cut back to expose a clean, vertical, sound, surface for the full depth of the course. Apply tack coat on all newly exposed contact surfaces before placing any fresh mixture against the joint.

3.02 COMPACTION OF MIXTURE

- A. After placing, the mixture shall be thoroughly and uniformly compacted by rolling. Surface shall be compacted as soon as possible when the mixture has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. Sequence of rolling operations and the type of rollers shall be at the discretion of the Contractor.
- B. Compaction shall be completed before the mixture cools below 175 degrees F, unless otherwise approved by the Engineer. Temperature shall be determined using an infrared thermometer by the Engineer.
- C. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once.
- D. In areas not accessible to the roller, the mixture shall be thoroughly compacted with mechanical tampers.
- E. Any mixture that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective, shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at Contractor's expense. Skin patching will not be allowed.
- F. Compaction of the asphalt mixture shall be in accordance with WSDOT Standard Specifications Section 5-04.3(10), as modified herein.
 1. For density determination, each day's production will be treated as a lot. A minimum of ten sublots will be tested each day; 15 if production tonnage is expected to exceed 600 tons for that day. In no case shall the subplot size for density determination exceed 40 tons. Random test locations will be determined according to WSDOT Test Method T 716.
 2. In-place density shall be a minimum of 93% of the reference theoretical maximum density as determined by WSDOT FOP for AASHTO T209.
 3. If nuclear density testing is the basis for acceptance, then the nuclear density testing equipment shall be calibrated in accordance with WSDOT SOP 730. Calibration cores may be omitted at the Engineer's discretion.
 4. Determine reference theoretical maximum density as the moving average of the most recent five determinations for the lot of asphalt concrete being placed according to WSDOT Materials Manual Standard Operating Procedure 729.
 5. Engineer may evaluate cyclic density as described in WSDOT Standard Specifications Section 5-04.3(10)B to assess segregation.

G. Joints:

1. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 6-inches; however, the joint in the surface course shall be at the centerline of the pavement if that pavement is to be used by normal car or truck traffic.
2. Longitudinal joint density shall be assessed once per subplot in accordance with WSDOT SOP 735. Low density is defined as less than 91 percent of reference maximum density. When placing a single paver width patch, consecutive density tests will be taken on alternating sides of the patch.
3. Transverse joints in one course shall be offset by at least 10-feet longitudinally from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10-feet.

3.03 JOINT SEALANT

- A. Apply joint sealant to the edges of new paving joints, catch basins, manholes, at the meet lines to concrete structures and as directed by the Engineer.

3.04 SURFACE SMOOTHNESS

- A. The completed surface of the wearing course shall conform to the smoothness tolerance requirements of WSDOT Standard Specifications Section 5-04.3(13).

3.05 FIELD QUALITY CONTROL

- A. Contractor shall backfill core holes with compacted asphalt or quickset concrete with a minimum compressive strength of 3,000 psi at the Engineer's discretion.
- B. Surface Grades: Grades shall conform to tolerance requirements specified herein, except where a closer tolerance is required for the proper functioning of appurtenant structures and drainage as determined by Engineer.
- C. After the curing, Contractor shall perform a flood test to check if there are any local depressions on the pavement. All asphalt pavement work where water ponds and does not run off within a reasonable amount of time, as determined by the Engineer, shall be fixed to provide proper drainage. Test shall be performed in the Engineer's presence.
- D. Quality Assurance Testing By Engineer:
1. Contractor shall arrange for Engineer to have access to the mixing plant for verification of weights or proportions, character of materials used, and determination of temperatures used in the preparation of asphalt concrete mix.
 2. Contractor shall provide reasonably safe and convenient access, acceptable to Engineer, for inspection and sampling of the AC, and shall cooperate in the inspection and sampling process when requested to do so.

3.06 ADJUSTING AND CLEANING

- A. The Contractor shall adjust manholes, utility vaults and boxes, and valve boxes to final grades.
- B. At the conclusion of the work and before final payment is made, Contractor shall remove all debris of every kind from the premises and leave the area broom clean.

3.07 PROTECTION

- A. After final rolling, the Contractor shall not permit vehicular traffic on pavement for a minimum of 24 hours until it has cooled and hardened.

- B. The Contractor shall erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE

- A. The work covered by this Section includes the furnishing of all labor, materials, equipment, and necessary services to construct asphalt pavements to the sections and at the locations as specified in this Section and as indicated on the Contract Drawings.
- B. The materials specified herein are intended primarily for use in repairing small areas less than 300 tons and performing emergency repairs under inclement weather conditions. Mix furnished shall be historic Hveem designs meeting the criteria provided below (Section 2.03).

1.02 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- B. Unless otherwise indicated, the most recent edition of the publication, including any revisions, shall be used.
- C. American Association of State Highway and Transportation Officials (AASHTO)
 - 1. AASHTO M 17 - Mineral Filler for Bituminous Paving Mixtures
 - 2. AASHTO M 320 - Performance-Graded Asphalt Binder
 - 3. AASHTO T 11 - Materials Finer Than 75 mm (No. 200) Sieve in Mineral Aggregates by Washing
 - 4. AASHTO T 27 - Sieve Analysis of Fine and Coarse Aggregates
 - 5. AASHTO T 30 - Mechanical Analysis of Extracted Aggregate
 - 6. AASHTO T 96 - Resistance to Degradation of Small-Size Coarse Aggregate and Impact in the Los Angeles Machine
 - 7. AASHTO T 112 - Clay Lumps and Friable Particles in Aggregate
 - 8. AASHTO T164 - Quantitative Extraction of Asphalt Binder from Hot Mix Asphalt (HMA)
 - 9. AASHTO T 176 - Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test
 - 10. AASHTO T 283 - Resistance of Compacted Hot-Mix Asphalt (HMA) Mixtures to Moisture-Induced Damage
 - 11. AASHTO T 304 - Uncompacted Void Content of Fine Aggregate
 - 12. AASHTO T308 - Determining the Asphalt Binder Content of Hot Mix Asphalt (HMA) by the Ignition Method
 - 13. AASHTO T 335 - Determining the Percentage of Fracture in Coarse Aggregate
- D. American Society for Testing and Materials (ASTM)
 - 1. ASTM D75 - Sampling Aggregates
 - 2. ASTM D242 - Mineral Filler for Bituminous Paving Mixtures
 - 3. ASTM D4791 - Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
- E. Washington State Department of Transportation (WSDOT)

1. Construction Manual, M 41-01
2. Standard Specifications for Road, Bridge, and Municipal Construction, M 41-10
3. Materials Manual, M 46-01

1.03 SUBMITTALS

- A. A separate job mix formula for each proposed mix design shall be submitted in writing by the Contractor upon execution of the task order. Submittals shall represent all submittal elements specified herein and shall include as a minimum:
1. Mix designation/identification number.
 2. Plant where mix will be produced.
 3. Performance Graded Binder Certified Test Reports:
 - a. Source location and type of binder.
 - b. Certificate of Compliance, including date and signature of the supplier, regarding conformance with AASHTO M 320, Table 1.
 - c. Compliance with WSDOT elastic recovery requirements in Section 9-02.1(4).
 - d. Temperature-viscosity relationship of the asphalt cement.
 - e. Minimum mixing temperature (degrees F).
 - f. Minimum compaction temperature (degrees F).
 4. Coarse Aggregate Certified Test Reports:
 - a. Source location and type of aggregate.
 - b. Fractured Faces.
 - c. Bulk specific gravity.
 - d. Flat and elongated particles.
 - e. LA Abrasion.
 5. Fine Aggregate Certified Test Reports:
 - a. Source location and type of aggregate.
 - b. Bulk specific gravity.
 - c. Percent natural sand (if used).
 - d. Sand equivalent.
 - e. Uncompacted void content.
 6. Anti-strip agent:
 - a. Certification.
 - b. Amount used.
 7. Recycled Asphalt Pavement Test Reports (if used).
 8. Percentage and grade of performance graded asphalt binder.
 9. Proportions and percentage of each aggregate stockpile.

10. Temperature range of mix when discharged from the mixer.
 11. Plot of the blended aggregate gradation and gradation control points on the Federal Highway Administration (FHWA) 0.45 power gradation curve.
 12. Maximum specific gravity at the target binder content.
 13. Air void content at the target binder content.
 14. Graphical plots of air voids, voids in the mineral aggregate, voids filled with asphalt, fines to effective binder content ratio, and unit weight verses asphalt content. Plots shall indicate values at -0.5 percent design asphalt content, design asphalt content, and +0.5 percent design asphalt content.
 15. Tensile strength ratio (TSR), strength of conditioned samples, and worksheets (Hveem).
- B. The certification(s) shall show the appropriate AASHTO/ASTM test(s) for each material, test results, and a statement that the material meets the specification requirement.
- C. If requested by the Engineer, submit samples for each type aggregate to be used and from each source with proper identification as to source, type of aggregate, and contract number. Take all samples in accordance with requirements of ASTM D75 and D242. Submit in clean, sturdy bags and in the following amounts for each sample when requested:

MATERIAL	SAMPLE SIZE
Coarse Aggregate	25 lbs.
Fine Aggregate	25 lbs.
Reclaimed Asphalt Pavement	25 lbs.
Mineral Filler	5 lbs.

- D. The job mix formula for each mixture shall be in effect until modified in writing by the Engineer. Should a change in mix or sources of materials be made, a new job mix formula must be tested and resubmitted for approved by the Engineer before the new mix is used.
- E. Working Drawings: For each paving area, provide working drawings to show the following information:
1. Direction of paving.
 2. Lane widths.
 3. Thickness of each lift.
- F. Submit smoothness measurements and surface grade survey results to the Engineer prior to application for payment.

1.04 CONTRACTOR QUALITY CONTROL

- A. The Contractor shall be responsible for developing the asphalt mix designs specified herein. The mix designs shall be developed and/or certified by a laboratory accredited by AASHTO under the AASHTO resource program.
- B. Quality Control Testing: The Contractor shall conduct any and all quality control (QC) testing that he deems necessary to properly control the quality, consistency, and uniformity of the asphalt concrete mix being produced. No minimum number of quality control tests is required for this Contract.

- C. If the Contractor chooses to conduct quality control tests, the information and data determined through that testing shall be made available for inspection by the Engineer. In no case, however, shall the Contractor's quality control test data be used by the Engineer for acceptance or payment purposes.
- D. Surface Grades: Grades shall conform to the tolerance requirements specified herein, except where closer tolerance is required for the proper functioning of appurtenant structures and drainage as determined by the Engineer.

1.05 QUALITY ASSURANCE

- A. The Engineer will provide inspection services. Sampling and testing for compliance shall be in accordance with the applicable reference standards using certified technicians and accredited independent testing laboratories.
- B. Sampling and testing for compliance with the Contract provisions shall be in accordance with Section 01 33 00 - Submittal Procedures and Section 01 45 00 - Quality Control.
- C. The Contractor may obtain copies of results of tests performed by the Port from the office of the Port, at no cost. Tests conducted for the sole benefit of the Contractor, shall be at the Contractor's expense.
- D. Unless otherwise referenced or modified herein, quality control and quality standards for this section shall be as specified in the WSDOT Standard Specifications.

1.06 JOB CONDITIONS

- A. Environmental Requirements:
 - 1. Weather limitations shall be in accordance WSDOT Standard Specifications Section 5-04.3(3), as modified herein.
 - 2. In case of sudden rain, the Engineer may permit placing of mixture then in transport from the plant, provided that the surface upon which the mix is being placed is free from pools of water. In addition, the laydown temperatures must conform to the above requirements. Such permission, however, shall not be interpreted as a waiver of any of the quality requirements.
- B. New and existing manholes, catch basins, and utility vault covers shall be adjusted to conform to the new pavement grades. Paving shall be finished 1/4-inch to 1/2-inch higher than adjacent structures, unless otherwise shown or specified.
- C. Existing Underground Utilities: The Contractor shall locate existing underground utilities in the area of the work. Those utilities which are to remain shall be adequately protected from damage.
- D. All permanent utilities shall be installed prior to final paving. All utility trenches shall be patched with asphalt pavement as shown on the Contract Drawings.
- E. Dust Control: The Contractor shall be responsible for dust control at the site. At a minimum, a water truck and vacuum truck shall be used on site for dust control when required by the Engineer.

PART 2 - PRODUCTS

2.01 PERFORMANCE GRADED ASPHALT BINDER (PGAB)

- A. Asphalt shall conform to the requirements of AASHTO M 320, Table 1 and the elastic recovery requirements of WSDOT Standard Specification Section 9-02.1(4) for the Performance Grade specified herein.

2.02 AGGREGATE

- A. Coarse Aggregate - Coarse aggregate shall conform to WSDOT Standard Specification Section 9-03.8, as modified below:

Test	Specification
Flat and Elongated Particles (ASTM D 4791, using a ratio of 5:1, maximum to minimum dimension)	8%, maximum
Coarse Aggregate Angularity (AASHTO T 335)	90% with 2 or more fractured faces
LA Abrasion Wear (AASHTO T 96, 500 revolutions)	30%, maximum

- B. Fine Aggregate - Fine aggregate shall consist of clean, sound, durable, angular shaped particles produced by crushing stone or gravel that meets the requirements for wear and soundness specified for coarse aggregate. Natural (non-manufactured) siliceous sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. The amount of sand to be added will be adjusted to produce mixtures conforming to requirements of this Specification. The aggregate particles shall be free from coatings of clay, silt, or other objectionable matter and shall contain no clay balls. Fine aggregate shall conform to WSDOT Standard Specification Section 9-03.8, as modified below:

Test	Specification
Sand Equivalent (AASHTO T 176)	45%, minimum
Uncompacted Void Content (AASHTO T 304, Method A)	44%, minimum
Deleterious Materials (AASHTO T 112)	2%, maximum
Wood Waste Retained on a No. 4 Sieve (Specific Gravity < 1.0)	0.1%, maximum

- C. Mineral filler, when used, shall conform to the requirements of AASHTO M 17.
- D. Recycled Asphalt Pavement (RAP)
1. RAP, if used, shall conform to the requirements of WSDOT Standard Specification Section 9-03.8(3)B, 9-03.21(1) and 9-03.21(1)A, as modified herein.
 2. The maximum proportion of RAP permitted within each mix shall not exceed 20 percent.
 3. RAP shall have 100 percent passing the 2-inch sieve, 95 percent passing the 1 inch sieve, and shall be a mixture of only coarse aggregate, fine aggregate, and asphalt cement, free of solvents and other contaminating materials.

4. When RAP is used in a mixture, the RAP aggregate shall be extracted from the RAP using a solvent extraction (AASHTO T164) or ignition oven (AASHTO T308). The RAP aggregate shall be included in determinations of gradation, coarse aggregate angularity, fine aggregate angularity, and flat-and-elongated requirements. The sand equivalent requirements shall be waived for the RAP aggregates but shall apply to the remainder of the aggregate blend.
5. Documentation of RAP stockpile quality and traceability shall be submitted to the Engineer for approval prior to use.

E. Aggregate Gradation

1. Each gradation contains maximum and minimum control points. Job mix formula gradations must fall within control points for the specified nominal aggregate size. The combined aggregate shall conform to the gradation requirements shown below when tested in accordance with AASHTO T 11 and T 27. Design gradation requirements are as follows:

DESIGN AGGREGATE GRADATION CONTROL POINTS	
SIEVE SIZE	CLASS B (1/2-INCH) (PERCENT PASSING)
1-1/2"	-
1"	-
3/4"	100
1/2"	90-100
3/8"	75-90
NO. 4	46-66
NO. 10	30-42
NO. 40	11-24
NO. 200	3.0-7.0

- A. Aggregates shall be provided in sufficient sizes to produce a uniform mixture. The Contractor shall indicate on the proposed job-mix formula the separate size designations of aggregate to be used.
- B. It is recommended that the Bailey Method of gradation evaluation be used to evaluate the packing of aggregate particles and constructability of the blended aggregate mix. If segregation or non-uniformity is evident in the finished pavement, the Engineer reserves the right to require the Contractor to discontinue the use of crusher run or aggregate blends and to furnish separate sizes of open graded aggregate material.

2.03 HVEEM HOT MIX ASPHALT (HMA) MIX DESIGN

- A. Mix design shall be prepared using the Hveem mix design method in accordance with the 2011 WSDOT Materials Manual Test Method T 702, 2011 WSDOT Materials Manual Test Method T 703, and the 2002 WSDOT Standard Specifications, as modified herein. The 2011 WSDOT Materials Manual and the 2002 WSDOT Standard Specifications are referenced for mix design purposes only and the current edition of the WSDOT Standard Specifications is applicable to all other references.
- B. Asphalt Binder: PG 64-22.
- C. Aggregate Gradation: Class B (1/2").

- D. Stabilometer Value: 35, minimum.
- E. Cohesimeter Value: 100, minimum.
- F. Air Voids: 2% - 4.5%.
- G. The dust to binder ratio of the blended mix shall be between 0.6 and 1.6.
- H. Compacted mix design shall have a tensile strength ratio (TSR) greater than or equal to 85 percent when tested in accordance with WSDOT Test Method T718, including the freeze-thaw cycle. In addition, the mixture shall have a minimum wet tensile strength of 80 pounds per square inch (psi). In the event the mix design does not meet the tensile strength requirements, the Contractor shall increase the approved anti-stripping agent dosage or take other corrective action to satisfy the specification.

2.04 HEAT-STABLE ANTI-STRIPPING ADDITIVE

- A. Mix designs shall include a minimum of 0.1 percent by weight binder, anti-stripping additive conforming to the requirements of WSDOT Standard Specification Section 9-02.4.

2.05 TACK COAT

- A. Unless otherwise approved by the Engineer, the tack coat shall be CSS-1, CSS-1h, or STE-1 emulsified asphalt conforming to WSDOT Standard Specification Section 9-02.1(6). The CSS-1 and CSS-1h emulsified asphalt may be diluted with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

2.06 JOINT AND CRACK SEALANT

- A. Sealant shall conform to the requirements of WSDOT Standard Specification Section 9-04.2(1).

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Asphalt Mixing Plant - Asphalt shall be produced at a plant approved by the WSDOT. Plants shall conform to WSDOT Standard Specifications Section 5-04.3(3)A.
- B. Hauling Equipment:
 - 1. Hauling equipment shall conform to WSDOT Standard Specifications Section 5-04.3(3)B, as modified herein.
 - 2. Trucks shall be equipped with tarps, in good condition without holes, which can be tied down over the sides and ends of the truck beds during periods of inclement weather to prevent rain from entering the truck bed and coming in contact with the asphalt concrete mix.
 - 3. Trucks shall be loaded using a multiple-drop method (front, then back, then middle) to minimize truck to truck segregation.
- C. Paving Equipment - Asphalt pavers shall conform to WSDOT Standard Specifications Section 5-04.3(3)C.
- D. Compaction Equipment - Rollers shall conform to WSDOT Standard Specifications Section 5-04.3(3)E.
- E. Preparation of the Asphalt Binder Material (asphalt cement):

1. The binder shall be stored within the temperature range specified by the supplier of the binder for the grade of asphalt cement being used. Different grades of asphalt binder shall be stored separately and not mixed together at any time.
 2. The binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the bituminous material to the mixer at a uniform temperature.
 3. The temperature of the binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 350 degrees F unless otherwise required by the asphalt binder manufacturer.
- F. Preparation of the Aggregates:
1. The aggregate for the mixture shall be heated and dried prior to introduction into the mixer. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates.
 2. The aggregate temperature shall not be lower than is required to obtain complete coating and uniform distribution of the aggregate particles and to provide a mixture of satisfactory workability.
- G. Preparation of Bituminous Mixture:
1. Mixing shall conform to WSDOT Standard Specifications Section 5-04.3(6), as modified herein.
 2. The aggregates and the bituminous material shall be properly proportioned and introduced into the mixer in the amount specified by the job mix formula.
 3. Job mix formula production tolerances shall conform to WSDOT Standard Specifications Section 9-03.8(7) (Statistical Evaluation), except the tolerance limits for aggregate shall not exceed the limits of the control points specified herein.
 4. The moisture content of all bituminous mix upon discharge shall not exceed one (1) percent.
- H. Preparation of the Underlying Surface:
1. Preparation shall conform to WSDOT Standard Specifications Sections 5-04.3(4), 5-04.3(4)A, and 5-04.3(5)C as modified herein.
 2. Asphalt materials shall not be placed until the underlying course has been tested and accepted by the Engineer.
 3. Immediately before placing asphalt materials, clean all underlying pavement surfaces and previous courses of all loose and foreign material by sweeping with hand brooms, power sweepers, or blowers as directed by the Engineer.
 4. Tack Coat:
 - a. Tack coat shall be applied in accordance with WSDOT Standard Specifications Section 5-04.3(4)A, as modified herein. The Port inspector shall verify that the tack coat has been properly placed prior to constructing subsequent pavement lifts. Refer to the applicable sections in Chapter 5 of the WSDOT Construction Manual for guidance on tack coat application and inspection.
 - b. Apply tack coat only when the underlying surface is dry, and the ambient temperature meets the requirements for the pavement course being placed.

- c. Residual asphalt coating shall be 0.03 to 0.05 gallons per square yard on newly placed asphalt surfaces
 - d. Residual asphalt coating shall be 0.06 to 0.08 gallons per square yard on existing or milled asphalt surfaces.
- 5. Manholes, valve boxes, inlets, and other appurtenances within the area to be paved shall be adjusted to grade as shown on the Contract Drawings. Permanent curbs, gutters, and other supports shall be constructed and backfilled prior to placing asphalt. All contact surfaces shall be coated with tack coat.
- I. Transporting, Placing, and Finishing:
 - 1. The asphalt concrete mixture shall be transported from the mixing plant to the site in vehicles conforming to the requirements specified herein.
 - 2. Hauling over freshly placed material shall be not permitted until the material has been compacted, as specified, and allowed to cool to atmospheric temperature.
 - 3. Placing and finishing of the asphalt mixture shall be in accordance with WSDOT Standard Specifications Section 5-04.3(7), as modified herein.
 - 4. The nominal compacted depth of any layer of any course shall not exceed 4.0 inches.
 - 5. The hot mix asphalt mixture shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than that specified below. The temperature requirements may be waived by the Engineer, if requested; however, all other requirements including compaction shall be met.

Lift Thickness, T (inches)	Minimum Base Temperature (degrees F)
$T > 3$	35
$2 < T < 3$	35
$T < 2$	45

- 6. The initial placement of the asphalt concrete mixture shall occur at a temperature suitable for obtaining density, surface smoothness, and other specified requirements, but not less than 250 degrees F, unless approved by the Engineer.
- 7. Upon arrival, the mixture shall be placed to the full width of the paving lane. It shall be struck off in a uniform layer of such depth that, when the mix is properly compacted, shall have the required thickness and conform to the grade and contour indicated. The speed of the paver shall be regulated to eliminate pulling and tearing of the bituminous mat. Unless otherwise permitted, placement of the mixtures shall begin along the centerline of a crowned section or on the high side or areas with a one-way slope. The mixture shall be placed in consecutive adjacent strips having a minimum width of 10-feet except where edge lanes require less width to complete the area.
- 8. Compaction of the asphalt mixture shall be in accordance with WSDOT Standard Specifications Section 5-04.3(10), as modified herein.
 - a. Each day's production will be treated as a lot. A minimum of five sublots will be tested. Sublot sizes will not exceed 20 tons. Random test locations will be determined according to WSDOT Test Method T 716.

- b. In-place density shall be a minimum of 93% of the reference theoretical maximum density as determined by WSDOT FOP for AASHTO T 209. Evidence of gauge calibration to cores, required in the test method, shall be provided for the approved job-mix being placed at a similar thickness, or the gauge will be calibrated as described in the test method. Calibration cores may be omitted at the Engineer's discretion. At the Owner's discretion, cores can be used as the sole means of density acceptance with a testing frequency meeting the requirements of Section 8a.
 - c. Determine reference theoretical maximum density as the moving average of the most recent five determinations for the lot of asphalt concrete being placed according to WSDOT Materials Manual Standard Operating Procedure 729.
 - d. Engineer may evaluate cyclic density as described in WSDOT Standard Specifications Section 5-04.3(10)B to assess segregation.
9. Joints:
- a. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 6-inches; however, the joint in the surface course shall be at the centerline of the pavement if that pavement is to be used by normal car or truck traffic.
 - b. Longitudinal joint density shall be assessed once per subplot in accordance with WSDOT SOP 735. Low density is defined as less than 91 percent of reference maximum density. When placing a single paver width patch, consecutive density tests will be taken on alternating sides of the patch.
 - c. Transverse joints in one course shall be offset by at least 10-feet longitudinally from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10-feet.
10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture may be spread and raked by hand tools.

3.02 JOINT SEALANT

- A. Apply joint sealant to the edges of new paving joints, catch basins, manholes, at the meet lines to concrete structures, and as directed by the Engineer.

3.03 SURFACE SMOOTHNESS

- A. The completed surface of the wearing course shall conform to the smoothness tolerance requirements of WSDOT Standard Specifications Section 5-04.3(13).

END OF SECTION