

**PORT OF TACOMA
TACOMA, WASHINGTON
W. SITCUM BLDGS. 900, 700, 975, 575 AND 75 ROOF
REPLACEMENTS**

**PROJECT NO. 201062.04
CONTRACT NO. 071126**

**Trevor Thornsley, P.E.
Director, Engineering**

**Elly Bulega, P.E.
Project Manager**

END OF PROJECT TITLE PAGE

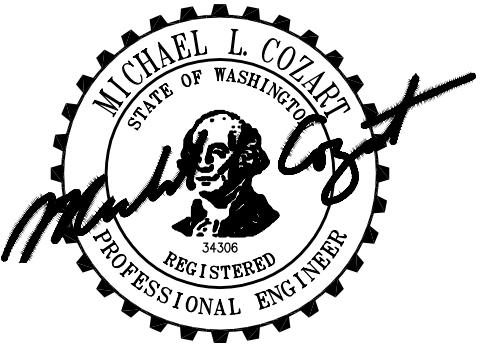
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
SECTION 00 01 07 - SEALS PAGE

SEALS PAGE

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

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

SEAL & SIGNATURE	SECTION(S)
	<p>02 41 00 – Demolition 02 82 13 – Asbestos Abatement 05 50 00 - Metal Fabrications 05 53 05 - Metal Gratings and Floor Plates 06 10 00 - Rough Carpentry 06 18 00 - Glued-Laminated Construction 07 01 50.19 - Preparation for Re-Roofing 07 18 00 - Traffic Coatings 07 21 00 - Thermal Insulation 07 54 23 - Thermoplastic Polyolefin (TPO) Membrane Roofing 07 62 00 - Sheet Metal Flashing and Trim 09 90 00 - Painting and Coating 10 81 13 – Bird Control Devices</p>

SEAL & SIGNATURE	SECTION(S)
	<p>26 00 00 – Electrical General Conditions 26 00 05 – Electrical Existing Conditions 26 05 19 – Wires and Cables 26 05 26 – Grounding and bonding 26 05 32 – Outlet and pull boxes 26 05 33 – Raceway 26 50 00 - Lighting</p>

END OF SECTION

PROCUREMENT AND CONTRACTING REQUIREMENTS

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- 00 72 00 - General Conditions
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APPENDIX B: City of Tacoma Building Permits

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APPENDIX D: Shoreline Substantial Development Permit Exemption

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END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

Sheet No.	Drawing Title
G1	TITLE SHEET
G2.0	SYMBOLS, ABBREVIATIONS AND GENERAL NOTES
A1.0A	CONSTRUCTION STAGING AREAS - GUARDHOUSE 75
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A3.1B	DETAILS - GUARDHOUSE 575
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A3.1C	DETAILS - BUILDING 700
A3.2C	DETAILS - BUILDING 700
A3.3C	DETAILS - BUILDING 700
A4.0C	PHOTOS - BUILDING 700
A4.1C	PHOTOS - BUILDING 700
A1.0D	CONSTRUCTION STAGING AREAS - BUILDING 900
A2.0D	ROOF PLAN - BUILDING 900
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A3.0D	DETAILS - BUILDING 900
A3.1D	DETAILS - BUILDING 900
A3.2D	DETAILS - BUILDING 900
A4.0D	PHOTOS - BUILDING 900
S1.0D	ROOF FRAMING PLAN - BUILDING 900
A1.0E	CONSTRUCTION STAGING AREAS - GUARDHOUSE 975
A2.0E	ROOF PLAN - GUARDHOUSE 975
A3.0E	DETAILS - GUARDHOUSE 975
A3.1E	DETAILS - GUARDHOUSE 975
A5.0	GENERAL DETAILS
A5.1	GENERAL DETAILS
A5.2	GENERAL DETAILS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
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PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF LIST OF DRAWINGS

W. SITCUM BLDGS. 900, 700, 975, 575 AND 75 ROOF REPLACEMENTS

PROJECT NO. 201062.04 | CONTRACT NO. 071126

Scope of Work:	<p>The Work required for this Project includes:</p> <p>BLDG 900 Roof Replacement (6,800-SF): Asbestos abatement, removal of existing roof covering down to the structural deck and replacing it with new single ply Thermoplastic Polyolefin (TPO) membrane, hardwood and timber construction, lighting replacement, installation of a bird deterrent system and other miscellaneous cleaning and repairs.</p> <p>BLDG 700 Roof Replacement (5,060-SF): Removal of existing roof covering down to the structural deck and replacing it with new single ply Thermoplastic Polyolefin (TPO) membrane roof, concrete masonry unit stair repairs, installation of a bird deterrent system and other miscellaneous cleaning and repairs.</p> <p>GUARDHOUSE 975 (225-SF), 575 (500-SF) and 75 (325-SF) Roof Replacement: Removal of existing roofs covering down to the structural deck and replacing them with new single ply Thermoplastic Polyolefin (TPO) membrane roofs. Installation of bird deterrent systems and other miscellaneous cleaning and repairs.</p>
Bid Estimate:	<p>Estimated cost range is \$690,000 to \$760,000, plus Washington State Sales Tax (WSST).</p> <p>In accordance with RCW 39.04.320, fifteen (15) percent apprenticeship participation is required for certain projects estimated to cost \$1 million dollars or more. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530, by phone (360) 902-5320, or e-mail at Apprentice@lni.wa.gov, to obtain information on available apprenticeship programs.</p>
Sealed Bid Date/Time/ Location:	<p>Bids will be received at the Front Reception Desk, Port Administration Office, One Sicum Plaza, Tacoma, Washington 98421 until 2:00 P.M. on April 1, 2020, at which time they will be publicly opened and read aloud.</p>

Pre-bid Conference and Site Tour: A pre-Bid conference and site visit have been set for March 19, 2020 at 1:00 PM. The site visit will convene at the Port's Administrative building, located at One Sitcum Plaza. The following Personal Protective Equipment is required for the site visit: sturdy shoes, reflective vest, gloves, safety glasses, hearing protection, and hardhat.

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

Bidding Security: Each Bid must be accompanied by Bid Security Bond in an amount equal to five (5) percent of the Base Bid in a form allowed by the Instruction to Bidders.

Contact Information: Any questions to the Port may be e-mailed to procurement@portoftacoma.com. No oral responses will be binding by the Port.

Questions will not be accepted after seven (7) days prior to the Bid Date.

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 071126. Bidders must subscribe to the Holder's List on the right hand side of the screen in order to receive automatic email notification of future addenda and to be placed on the Holder's List.

Contact procurement@portoftacoma.com with questions. Holder's Lists will be updated regularly. Additional Instructions available in Section 00 21 00 - Instructions to Bidders.

**New Public Works
Training
Requirements**

Effective July 1, 2019, all businesses are required to have training before bidding on Public Works projects and prevailing wage under RCW 39.01.359 and RCW 39.12, or show proof of an exemption from this requirement. The Bidder must designate a person or persons to be trained on these requirements. The training will be provided by the Department of Labor and Industries or by a training provider whose curriculum is approved by the Department of Labor and Industries. Beginning July 1, 2019, this requirement will be added to the Bidder Responsibility Criteria that must be met.

Please refer to Labor and Industries' web site (https://www.lni.wa.gov/tradeslicensing/prevwage/contractors/training.asp?utm_medium=email&utm_source=govdelivery) for more information and training dates, requirements, and exemptions.

Failure to attend this training could result in a determination of "not responsible" and the Bidder not being awarded a Public Works contract.

END OF SECTION

PART 1 - SUMMARY

1.01 DEFINITIONS

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

- A. "Addenda" are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. The contents of an Addendum are issued in no particular order and therefore should be carefully and completely reviewed.
- B. "Award" means the formal decision by the Port of Tacoma ("Port") notifying a Responsible Bidder with the lowest responsive Bid of the Port's acceptance of the Bid and intent to enter into a Contract with the Bidder.
- C. The "Award Requirements" include the statutory requirements as a condition precedent to Award.
- D. An "Apprentice" is a worker for whom an apprenticeship agreement has been registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).
- E. The "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- F. A "Bid" is a complete and properly signed proposal to do the Work, submitted in accordance with the Bidding Documents, for the sums therein stipulated and supported by any data called for by the Bidding Documents.
- G. The "Bid Date" is the day and hour specified in the Bidding Documents, as may be changed through an Addendum, by which Bidders are required to submit Bids to the Port.
- H. The "Bid Form" is the form(s) included with the Bidding Documents, with Specification Section 00 41 00, through which a Bidder submits a Bid.
- I. A "Bidder" is a person or entity who submits a Bid.
- J. The "Bidding Documents" include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, any other sample bidding and contract forms, the Bid Security, and the proposed Contract Documents, including any Addenda issued prior to the Bid Date.
- K. The "Contract Documents" proposed for the Work consist of the Agreement, the General Conditions of the Contract (as well as any Supplemental, Special, or other conditions included in the Project Manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.
- L. The "Schedule of Unit Prices" is a separate schedule on the Bid Form for Unit Pricing as an all-inclusive price per unit of measurement for materials, equipment, or services as described in the Bidding Documents or in the proposed Contract Documents for the optional use of the Port. Quantities are not predictions of amounts anticipated. The Port may, but is not obligated to, accept a Schedule of Unit Price if it accepts the Base Bid. The Schedule of Unit Prices are not factored into the evaluation of determining the low bid amount and are not included as part of the bid award amount.
- M. A "Sub-Bidder" is a person or entity of any tier who submits a bid or proposal to or through the Bidder for materials, equipment or labor for a portion of the Work.

1.02 BIDDER'S REPRESENTATIONS

By making its Bid, each Bidder represents that:

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

1.03 BIDDING DOCUMENTS

A. COPIES

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

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

7. Site Visits. Any site visits are provided as a courtesy to potential Bidders to assist them in becoming familiar with the Project site conditions. However, only the Bidding Documents, including any issued Addenda, may be relied upon by Bidders.
8. Singular References. Reference in the singular to an article, device, or piece of equipment shall include as many of such articles, devices, or pieces as are indicated in the Contract Documents or as are required to complete the installation.
9. Utilities and Runs. The Bidder should assume that the exact locations of any underground or hidden utilities, underground fuel tanks, and plumbing and electrical runs may be somewhat different from any location indicated in the surveys or Contract Documents.

C. SUBSTITUTIONS

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

D. ADDENDA

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

1.04 BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

1. Form. Bids (including required attachments) shall be submitted on forms identical to the Bid Form included with the Bidding Documents. No oral, email, or telephonic responses or modifications will be considered.
2. Entries on the Bid Form. All blanks on the Bid Form shall be filled in by typewriter, printer, or manually in ink.
3. Figures. All sums shall be expressed in figures, not words. Portions of the Bid Form may require the addition or multiplication of component bids to a total or the identification of component amounts within a total. In case of discrepancy between unit prices listed and their sum(s), the unit prices listed shall govern (rather than the sum).
4. Initial Changes. Any interlineation, alteration, or erasure shall be initialed by an authorized representative of the Bidder.
5. Bid Breakdown. The Bid Form may contain, for the Port's accounting purposes only, a breakdown of some or all of the components included in the Base Bid.
 - a. For lump-sum Bids, the total Contract Sum shall be submitted.
 - b. For unit-price Bids, a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the total Contract Sum.
6. Schedule of Unit Prices. All Unit Prices under this schedule shall be bid. The Port reserves the right, but is not obligated, to reject any Bid on which all requested Schedule of Unit Prices are not Bid.

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

B. BID SECURITY

1. Purpose and Procedure. Each Bid shall be accompanied by Bid security payable to the Port in the form required by the Bidding Documents and equal to five (5) percent of the Base Bid only (i.e., not including any Alternates or Unit Prices). The Bid security constitutes a pledge by the Bidder to the Port that the Bidder will enter into the Contract with the Port in the form provided, in a timely manner, and on the terms stated in its Bid, and will furnish in a timely manner, the payment and performance bonds, certificates of insurance, and all other documents required in the Contract Documents. Should the Bidder fail or refuse to enter into the Contract or fail to furnish such documents, the amount of the Bid security shall be forfeited to the Port as liquidated damages, not as a penalty. By submitting a Bid, each Bidder represents and agrees that the Bid security, if forfeited, is a reasonable prediction on the Bid Date of future damages to the Port. Failure of the Bidder to provide Bid Security as required shall render the Bid non-responsive.
2. Form. The Bid security shall be in the form of a certified or bank cashier's check payable to the Port or a Bid bond executed by a bonding company reasonably acceptable to the Port, licensed in the State of Washington, registered with the Washington State Insurance Commissioner, possess an A.M. Best rating of "A-," Fiscal Size Category (FSC) six (6) or better, and be authorized by the U.S. Department of the Treasury. The Bid security shall be signed by the person or persons legally authorized to bind the Bidder. Bid bonds shall be submitted using the form included with the Bidding Documents.
3. Retaining Bid Security. The Port will have the right to retain the Bid security of Bidders to whom an Award is being considered until the earliest of either: (a) mutual execution of the Contract, and the Port's receipt of payment and performance bonds, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) when all Bids have been rejected.
4. Return of Bid Security. Within sixty (60) days after the Bid Date, the Port will release or return Bid securities to Bidders whose Bids are not to be further considered in awarding

the Contract. Bid securities of the three apparent low Bidders will be held until the Contract has been finally executed, after which all 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, 1 Sitcum Plaza, Tacoma, WA 98421.
 - b. If a Bid is delivered, it shall be delivered to the Front Reception Desk, Port of Tacoma, 1 Sitcum Plaza, Tacoma, WA 98421.
 - c. The time stamp clock at the Front Reception Desk at 1 Sitcum Plaza is the Port's official clock.
2. Deposit. Bids shall be deposited at the designated location prior to the Bid Date indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the Bid Date and time specified shall be returned without consideration at the discretion of the Port, or rejected at the time of receipt.
3. Delivery. The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids.
4. Form. Oral, facsimile, telephonic, electronic, or email Bids are invalid and will not be considered.

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

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 twenty-four (24) hours) be made available to Bidders and other interested parties.
- B. REJECTION OF BIDS: The Port shall have the right, but not the obligation, to reject any or all Bids for any reason, or for no reason, to reject a Bid not accompanied by the required Bid security, or to reject a Bid which is in any way incomplete or irregular.
- C. BIDDING MISTAKES: The Port will not be obligated to consider notice of claimed Bid mistakes received more than twenty-four (24) hours after the Bid Date. In accordance with Washington law, a low Bidder that claims error and fails to enter into the Contract is prohibited from Bidding on the Project if a subsequent call for Bids is made for the Project.
- D. ACCEPTANCE OF BID (AWARD)
 1. Intent to Accept. The Port intends, but is not bound, to Award a Contract to the Responsible Bidder with the lowest responsive Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Port has the right to waive any informality or irregularity in any Bid(s) received and to accept the Bid which, in its judgment, is in its own best interests.
 2. Requirements for Award. Before the Award, the lowest responsive Bidder must be deemed Responsible by the Port and must satisfy all Award Requirements.
- E. BID PROTEST PROCEDURES
 1. Procedure. A Bidder protesting, for any reason, the Bidding Documents, a Bidding procedure, the Port's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to, a finding of non-Responsibility, the Award of the Contract or any other aspect arising from, or relating in any way to, the Bidding, shall cause a written protest to be filed with the Port within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to procurement@portoftacoma.com.
 2. Consideration. Upon receipt of the written protest, the Port will consider the protest. The Port may, within three (3) business days of the Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Port, the Contracts Director of the Port, or his or her designee, will review the issues and promptly furnish a final and binding written decision to the protesting Bidder, and any other affected Bidder(s), within six (6) business days of the Port's receipt of the protest. (If more than one (1) protest is filed, the Port's decision will be provided within six (6) business days of the Port's receipt of the last protest.) If no reply is received from the Port during the six (6) business-day period, the protest will be deemed rejected.
 3. Waiver. Failure to comply with these protest procedures will render a protest waived.

4. Condition Precedent. Timely and proper compliance with, and exhaustion of, these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

1.06 POST BID INFORMATION

A. THE LOWEST RESPONSIVE BIDDER SHALL:

1. Responsibility Detail Form. Within 24 hours of the Low Responsive Bidder Selection Notification, the apparent low Bidder shall submit to the Port the Responsibility Detail Form and other required documents (Section 00 45 13) executed by an authorized company officer. As requested from the Port, the low responsive Bidder shall provide written confirmation that the person signing the Bid on behalf of the Bidder was duly authorized at the time of bid, a detailed breakdown of the Bid in a form acceptable to the Port, and other information required by the Port.
2. The apparent low Bidder shall 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 (10) percent of the Base Bid), consistent with the listing required with the Bid; and
 - c. The proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work.
3. Failure to provide any of the above information in a timely manner will constitute an event of breach permitting forfeiture of the Bid security.
4. Bidder Responsibility. The Bidder will be required to establish, to the satisfaction of the Port, the reliability and responsibility of itself and the persons or entities proposed to furnish and perform the Work described in the Bidding Documents. If requested, the Bidder shall meet with the Port to discuss the Bid, including any pricing, the Bid components, and any assumptions made by the Bidder.
5. Objection. Prior to an Award of the Contract, the Port will notify the Bidder in writing if the Port, after due investigation, has reasonable objection to the Bidder or a person or entity proposed by the Bidder. Upon receiving such objection, the Bidder may, at Bidder's option: (a) withdraw their Bid, (b) submit an acceptable substitute person or entity with no change in the Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there is a cost to the Bidder occasioned by such substitution, or (c) file a protest in accordance with the Bidding Documents.
6. Change. Persons and entities proposed by the Bidder to whom the Port has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed, except with the written consent of the Port.
7. Right to Terminate. The Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. If a Bidder makes a material misrepresentation on a Qualification Statement, the Port has the right to terminate the Contract for cause and may then pursue any remedies that exist under the Contract or that are otherwise available.

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

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

A. BOND REQUIREMENTS: Within ten (10) days after the Port's Notice of Award of the Contract, the successful Bidder shall obtain and furnish statutory bonds pursuant to RCW 39.08 covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the form and amount prescribed in the Contract Documents. Bonds shall be written for one hundred (100) percent of the contract award amount, plus Washington State Sales Tax. The cost of such bonds shall be included in the Base Bid.

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

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

C. INSURANCE: The successful Bidder shall deliver a certificate of insurance from the Bidder's insurance company that meets or exceeds all requirements of the Contract Documents.

D. GOVERNMENTAL REQUIREMENTS: Notwithstanding anything in the Bidding or Contract Documents to the contrary, the Bidder shall provide all bonding, insurance, and permit documentation as required by governmental authorities having jurisdiction for any portions of the Project.

1.08 FORM OF AGREEMENT

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 DEFINITIONS/CLARIFICATIONS

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

1.03 SUBMITTALS

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

- c. The Port's decision of approval or disapproval of a proposed substitution shall be final.
- C. Post-Award Substitution Requests must be submitted by the Contractor and not a Subcontractor nor Supplier.
 - 1. Documentation: Show compliance with requirements for substitutions with the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification Section. Significant qualities may include, but are not limited to, attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses. Also provide names and addresses of the applicable architect, engineer, and owner.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for project.
 - j. Comparison of the approved Baseline Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 - 2. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven (7) calendar days of receipt of a request for substitution. Engineer will notify Contractor through Port of acceptance or rejection of proposed substitution within fifteen (15) calendar days of receipt of request, or seven (7) calendar days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance. Change Order or Minor Change in Work.

- b. Use product originally specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.
3. Substitutions for Cause. Submit requests for substitution immediately upon discovery of need for change, but not later than fourteen (14) days prior to date required for preparation and review of related submittals.
 - a. Conditions. Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
 - 1) Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 2) Requested substitution will not adversely affect the Baseline Schedule.
 - 3) Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 4) Requested substitution is compatible with other portions of the Work.
 - 5) Requested substitution has been coordinated with other portions of the Work.
 - 6) Requested substitution provides specified warranty.
 - 7) If requested substitution involves more than one (1) contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
4. Substitutions for Convenience. Engineer will consider Contractor's requests for substitution if received within ten (10) days after the Notice of Award.
 - a. Conditions. Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
 - 1) Requested substitution offers Port a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Port must assume. Port's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Port, and similar considerations.
 - 2) Requested substitution does not require extensive revisions to the Contract Documents.
 - 3) Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4) Requested substitution will not adversely affect Contractor's Baseline Schedule.
 - 5) Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 6) Requested substitution is compatible with other portions of the Work.
 - 7) Requested substitution has been coordinated with other portions of the Work.
 - 8) Requested substitution provides specified warranty.
 - 9) If requested substitution involves more than one (1) contractor, requested substitution has been coordinated with other portions of the Work, is uniform and

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SECTION 00 26 00 - SUBSTITUTION PROCEDURES

consistent, is compatible with other products, and is acceptable to all contractors involved.

D. Substitutions will not be considered when:

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

1.04 QUALITY ASSURANCE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

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SECTION 00 26 00 - SUBSTITUTION PROCEDURES

**PROJECT TITLE: W. SITCUM BLDGS. 900, 700, 975, 575
AND 75 ROOF REPLACEMENTS**

SUBMITTED BY: _____

PRIME/SUB/SUPPLIER: _____

PROJECT NO.: 201062.04

CONTRACT NO.: 071126

DATE: _____

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

Proposed Substitution: _____

Trade Name: _____ Model No.: _____

Manufacturer: _____

Address: _____ Phone No.: _____

Installer: _____

Address: _____ Phone No.: _____

Differences between proposed substitution and specified product: _____

Point-by-Point comparative data attached - REQUIRED

Reason for not providing specified item: _____

Similar Installation:

Project: _____ A/E: _____

Address: _____

Owner: _____ Date Installed: _____

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

Supporting Data Attached:

Drawings Product Data Samples Tests Reports Other: _____

Applicable to Substitution Requests During Construction:

Proposed to Port for accepting substitution: \$ _____

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

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The Undersigned certifies:

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

Submitted By: _____

Signed By: _____ Firm: _____

Address: _____

Telephone: _____ Email: _____

Attachments: _____

A/E's REVIEW AND RECOMMENDATION

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

Signed by: _____ Date: _____

ENGINEER'S REVIEW AND ACTION

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

Signed by: _____ Date: _____

END OF SECTION

PART 1 - GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to Bidders online at www.portoftacoma.com, but will not be part of the Contract Documents, as follows:
 1. Building 900 and 700 As-built Drawings: Entitled Tacoma Terminals Inc. Port of Tacoma Phase II, dated April 26, 1984. (Building 700 is labeled as the Domestic Equipment Control Building and Building 900 is labeled as the Domestic Inspection Building on the as-built drawings.)
 2. Building 75 and 575 As-built Drawings: Entitled Tacoma Terminals Inc. Port of Tacoma Phase III, dated June 1, 1984. (Building 75 is labeled as the International Guard Station and Building 575 is labeled at the Domestic Guard Station on the as-built drawings.)
 3. Building 975 As-built Drawings: Entitled Tacoma Terminals Inc. Port of Tacoma Phase IV, dated September 24, 1984. (Building 975 is labeled as the Intermodal Guard Station on the as-built drawings.)

1.02 AVAILABILITY

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 HAZARDOUS MATERIALS NOTICE

- A. Contractor is notified that certain portions of the Work area are known to contain lead or asbestos-containing materials (ACM), as detailed in a Hazardous Materials Assessment, by Med-Tox Northwest, dated October 23, 2018. A copy of the assessment is included in Appendix A.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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SECTION 00 41 00 - BID FORM

BIDDER'S NAME: _____

PROJECT TITLE: W. SITCUM BLDGS. 900, 700, 975, 575 AND 75 ROOF REPLACEMENTS

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

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE (QTY. x UNIT PRICE)
1	Mobilization and Demobilization	1	LS		
2	Project Administration	1	LS		
3	BLDG 900 Roof Demolition	1	LS		
4	BLDG 700 Roof Demolition	1	LS		
5	Guardhouse 975, 575, 75 Roof Demolition	1	LS		
6	Hazardous Material Abatement and/or Encapsulation	1	LS		
7	BLDG 900 Roof Replacement	1	LS		
8	BLDG 700 Roof Replacement	1	LS		
9	Guardhouse 975, 575, 75 Roof Replacement	1	LS		
10	BLDG 900 Bird Deterrent System	1	LS		
11	BLDG 700 Bird Deterrent System	1	LS		
12	Guardhouse 975, 575, 75 Bird Deterrent System	1	LS		
13	BLDG 900 Upper Roof Framing Repairs	1	LS		

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 SECTION 00 41 00 - BID FORM

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE (QTY. x UNIT PRICE)
14	BLDG 900 Upper Roof New Joists and New Sheathing Painting	2,200	SF		
15	BLDG 900 Upper Roof LED Lights	12	EA		
16	BLDG 700 Stair Repairs	1	LS		
17	Plywood Replacement	200	SF		
18	UNFORESEEN CONDITIONS ALLOWANCE	1	LS	\$20,000.00	\$20,000.00
				TAXABLE BASE BID SUBTOTAL	

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

Note: Show prices in figures only.

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

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

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

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

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SECTION 00 41 00 - BID FORM

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

Name of Firm _____ Date _____

Signature _____ By _____ Title _____

Mailing Address _____ City, State _____ Zip Code _____

Telephone Number _____ Email Address _____

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

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

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

END OF SECTION

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SECTION 00 43 13 - BID SECURITY FORM

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

BY _____
PRINCIPAL

BY _____
SURETY

AGENT AND ADDRESS

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

END OF SECTION

THIS IS NOT TO BE SUBMITTED WITH A BID.

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

BIDDER'S COMPANY NAME: _____

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

1.01 MANDATORY BIDDER RESPONSIBILITY CRITERIA

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

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

____ Yes ____ No

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

____ Yes ____ No

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

____ Yes ____ No

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

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

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

____ Yes ____ No

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

____ Yes ____ No

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

____ Yes ____ No

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

____ Yes ____ No

8. Has the Bidder ever been found to be out of compliance with Apprenticeship Utilization requirements of RCW 39.04.320?

____ Yes ____ No

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SECTION 00 45 13 - RESPONSIBILITY DETAIL FORM

9. Has the Bidder ever been found to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW within the three-year period immediately preceding the date of this bid solicitation?
 Yes No
10. For projects bid after July 1, 2019, has the Bidder completed the training required by RCW 39.04.350, or is the Bidder on the list of exempt businesses maintained by the Department of Labor and Industries?
 Yes No

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

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

1.02 CONTRACT AND REGULATORY HISTORY

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

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

Yes, If YES, explain below. No

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

Yes, If YES, explain below. No

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

Yes, If YES, explain below. No

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

Yes, If YES, explain below. No

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

Yes, If YES, explain below. No

1.03 ACCIDENT/INJURY EXPERIENCE

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

Year	Effective Year	Experience Factor
1		
2		
3		
4		
5		

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

1.04 WORK PERFORMED BY BIDDER

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

%

1.05 ADDITIONAL CONTRACTOR INFORMATION

- A. As part of completing this Responsibility Detail Form, **submit the following information with the completed Responsibility Detail Form:**
 1. Bidder's recent job resume, including a list of similar projects performed and contact information for the similar project owner(s), a brief description of work, start and end dates, and contract amount.
 2. Resumes of Bidder's proposed project manager and job superintendent.
- B. The Bidder's failure to provide the required project information may result in a determination of the Bidder being declared non-responsible by the Port.
- C. The Bidder shall submit this completed, **SIGNED** Responsibility Detail Form electronically (PDF), with all requested backup documentation, via email to the contact(s) noted on the Low Responsive Bidder Selection Notification.
- D. The Bidder and its subcontractors to verify that its subcontractors at each tier meet the responsibility criteria as required by RCW 39.06.020 and 39.04.350.

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

1. Bidder shall verify major subcontractors meet the responsibility criteria required. Fill out one Port of Tacoma Public Works Project Bidder Evaluation Checklist for Subcontractors for each major subcontractor and submit to the Port with this form. Backup documentation is not required to be submitted.

PROJECT: W. Sicum Bldgs. 900, 700, 975, 575 and 75 Roof Replacements

PROJECT NO. 201062.04

CONTRACT NO. 071126

Responsibility Certification Form

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

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

The information provided herein is true and complete.

Signature of Authorized Representative

Date

Print Name and Title

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

PROJECT TITLE: W. SITCUM BLDGS. 900, 700, 975, 575 AND 75
BIDDER: ROOF REPLACEMENTS

CONTRACT AND PROJECT NUMBER:
071126 / 201062.04

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

This checklist should be submitted to the Port of Tacoma Contracts Administrator within 24 hours of request.

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

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

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

Item No.	Item	Initials/Comments
5.	<p>Verify subcontractors are registered with the Washington State Employment Security Department (ESD) and have an account number. Request a letter to be sent from the subcontractor electronically by clicking on the following link https://fortress.wa.gov/esd/twt/pwcinternet/ or by emailing a request to publicworks@esd.wa.gov. Include ESD#, UBI#, and business name in the email. Certificate of Coverage letter issued/dated within the last six (6) months.</p> <p>Document if subcontractor confirms in writing, under penalty of perjury, that it has no employees and this requirement does not apply.</p>	

END OF SECTION

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

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

The "Contractor" is: _____ **(Legal Name)**

_____ (Address)

_____ (Address 2)

_____ (Phone No.)

The "Project" is: W. Sitzcum Bldgs. 900, 700, 975, 575 and 75 **(Title)**
Roof Replacements
201062.04 | 071126 **(Project/**
Contract No.)
1675 Lincoln Ave **(Project Address)**
Tacoma, WA 98421 **(Project Address 2)**

The "Engineer" is: Trevor Thornsley, P.E. **(Engineer)**
Director of Engineering **(Title)**
tthornsley@portoftacoma.com **(Email)**
(253) 592-6777 **(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 for the Project.

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

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

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

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

AGREEMENT:

The Port and the Contractor agree as follows:

1.0 CONTRACTOR TO FULLY PERFORM THE WORK

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

2.0 DATE OF COMMENCEMENT

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

3.0 CONTRACT TIME AND LIQUIDATED DAMAGES

The Contractor shall achieve all interim milestones as set forth in the Contract Documents and Substantial Completion of the entire Work not later than 140 calendar days from execution of the Contract, subject to adjustments of this Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the entire Work within 30 calendar days of the date on which Substantial Completion is achieved.

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

The liquidated damages for failure to achieve Substantial Completion by the required date shall be \$520 per calendar day. After the required Final Completion date, the liquidated damages for failure to achieve Final Completion shall be \$52 per calendar day.

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

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

4.0 CONTRACT PRICE

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

6.0 INSURANCE AND BONDS

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

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

CONTRACTOR

By: _____

Title: _____

Date: _____

PORT OF TACOMA

By: _____

Title: _____

Execution Date: _____

END OF SECTION

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

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 shall execute an agreement with the Port for W. Sitcum Bldgs. 900, 700, 975, 575
and 75 Roof Replacements, Project No. 201062.04/Contract No. 071126, a copy of which
Contract is by reference made a part hereof (the term "Contract" as used herein to include the
aforesaid agreement together with all the Contract Documents, addenda, modifications, all
alterations, additions thereto, deletions therefrom, and any other document or provision
incorporated into the Contract) and is hereinafter referred to as the Contract.

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

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

FURTHER:

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

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

C. Whenever Contractor has been declared by the Port to be in default, and the Port has given Surety notice of the Port's determination of such default, Surety shall promptly (in no event more than fifteen (15) days following receipt of such notice) advise the Port of its intended action to:

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

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

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

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

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

SURETY

CONTRACTOR

Signature

Signature

Printed Name and Title

Printed Name and Title

Power of Attorney attached.

END OF SECTION

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

LABOR AND MATERIAL PAYMENT 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)

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
SECTION 00 61 13.16 - 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 shall execute an agreement with the Port for W. Sitcum Bldgs. 900, 700, 975, 575 and 75 Roof Replacements, Project No. 201062.04/Contract No. 071126, a copy of which Contract is by reference made a part hereof (the term "Contract" as used herein to include the aforesaid agreement together with all the Contract Documents, addenda, modifications, alterations, additions thereto, deletions therefrom, and any other document or provision incorporated into the Contract) and is hereinafter referred to as the Contract.

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

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

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

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

C. Surety hereby agrees that every person protected under the provisions of RCW 39.08.010 who has not been paid as provided under the Contract, and pursuant to RCW 39.08.010, less any amounts withheld pursuant to statute, and less retainage withheld pursuant to RCW 60.28, after the expiration of a period of thirty (30) days after the date on which the completion of the Contract in accordance with RCW 39.08, may sue on this bond, prosecute the suit to final judgment as may be due claimant, and have execution thereon including recovery of reasonable costs and attorney's fees as provided by RCW 39.08. The Port shall not be liable for the payment of any costs or expenses of any such suit.

D. No suit or action shall be commenced hereunder by any claimant unless claimant shall have given the written notices to the Port, and where required, the Contractor, in accordance with RCW 39.08.030.

E. The amount of this bond shall be reduced by, and to the extent of, any payment or payments made in good faith hereunder, inclusive of the payment by Surety of claims which may be properly filed in accordance with RCW 39.08 whether or not suit is commenced under and against this bond.

F. If any Claimant shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment and attorney fees as provided by RCW 39.08.030, shall also pay such costs and attorney fees as may be incurred by the Port as a result of such suit. Venue for any action arising out of, or in connection with, this bond shall be in Pierce County, Washington.

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

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

SURETY

CONTRACTOR

Signature

Signature

Printed Name and Title

Printed Name and Title

Power of Attorney attached.

END OF SECTION

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

BOND NO: _____
PROJECT TITLE: W. SITCUM BLDGS. 900, 700,
975, 575 AND 75 ROOF REPLACEMENTS
PROJECT NO.: 201062.04
CONTRACT NO.: 071126

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

WHEREAS, on the _____ day of _____, the said Principal herein executed Contract No. 071126 with the Port for W. Sitcum Bldgs. 900, 700, 975, 575 and 75 Roof Replacements, Project No. 201062.04.

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

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

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

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

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

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

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

By: _____
Principal

Address: _____

City/ST/Zip: _____

Phone: _____

Surety Name: _____

By: _____
Attorney-In-Fact

Address: _____

City/ST/Zip: _____

Phone: _____

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

END OF SECTION

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

To: Bank Name, Address, Phone

Escrow Account No.:

Contract No.: 071126

Agency: Port of Tacoma
PO Box 1837
Tacoma, WA 98401-1837

Project No.: 201062.04
Project Title: W. Sitcum Bldgs.
900, 700, 975, 575 and 75 Roof
Replacements

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

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

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

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

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

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

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

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

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

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

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

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

Contractor:

Signature

Name/Title

Date

Port of Tacoma:

Signature

Name/Port Treasurer or Deputy Treasurer

Date

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank: By: _____ Name: _____
(Signature of Authorized Bank Officer) Title: _____

SECURITIES AUTHORIZED BY THE PORT:

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

INSTRUCTIONS FOR RETAINAGE ESCROW AGREEMENTS:

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

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

Fill in the following on the Escrow Agreement:

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

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

END OF SECTION

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ARTICLE 1 - THE CONTRACT DOCUMENTS

1.01 GENERAL

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

1.02 DEFINITIONS

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

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

1.03 INTENT OF THE CONTRACT DOCUMENTS

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

1.04 CORRELATION OF THE CONTRACT DOCUMENTS

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

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

1.05 OWNERSHIP OF THE CONTRACT DOCUMENTS

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

ARTICLE 2 - PORT OF TACOMA

2.01 AUTHORITY OF THE ENGINEER

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

2.02 ADMINISTRATION OF THE CONTRACT

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

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

2.03 INFORMATION PROVIDED BY THE PORT

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

2.04 CONTRACTOR REVIEW OF PROJECT INFORMATION

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

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

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

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

2.06 SEPARATE CONTRACTORS

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

2.07 OFFICERS AND EMPLOYEES OF THE PORT

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

ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES

3.01 DUTY TO PERFORM THE ENTIRE WORK

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

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

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

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

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

3.03 SUPERVISION AND RESPONSIBILITY FOR SUBCONTRACTORS

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

3.04 MATERIALS AND EQUIPMENT

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

3.05 CONTRACTOR WARRANTIES

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

3.06 REQUIRED WAGES

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

3.07 STATE AND LOCAL TAXES

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

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

3.15 WAIVER OF CONSEQUENTIAL DAMAGES

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

ARTICLE 4 - SUBCONTRACTORS AND SUPPLIERS

4.01 RESPONSIBILITY FOR ACTIONS OF SUBCONTRACTORS AND SUPPLIERS.

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

4.02 AWARD OF CONTRACTS TO SUBCONTRACTORS AND SUPPLIERS

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

4.03 SUBCONTRACTOR AND SUPPLIER RELATIONS

- A. Contractor to schedule, supervise, and coordinate Subcontractors. The Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors of any tier, including suppliers. The Contractor shall ensure that appropriate Subcontractors coordinate the Work of lower-tier Subcontractors.
- B. Subcontractors to be bound to Contract Documents. By appropriate agreement, the Contractor shall require each Subcontractor and supplier to be bound to the terms of the Contract Documents and to assume toward the Contractor, to the extent of their Work, all of the obligations that the Contractor assumes toward the Port under the Contract Documents. Each subcontract shall preserve and protect the rights of the Port and shall allow to the Subcontractor, unless specifically provided in the subcontract, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Port. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with lower-tier Subcontractors.

- C. Contractor to correct deficiencies in Subcontractor performance. When a portion of the Work subcontracted by the Contractor is not being prosecuted in accordance with the Contract Documents, or if such subcontracted Work is otherwise being performed in an unsatisfactory manner in the Port's opinion, the Contractor shall, on its own initiative or upon the written request of the Port, take immediate steps to correct the deficiency or remove the non-performing party from the Project. The Contractor shall replace inadequately performing Subcontractors upon request of the Port at no change in the Contract Sum or Contract Time.
- D. Contractor to provide subcontracts. Upon request, the Contractor will provide the Port copies of written agreements between the Contractor and any Subcontractor.

ARTICLE 5 - WORKFORCE AND NON-DISCRIMINATION REQUIREMENTS

5.01 COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

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

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

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

5.03 APPRENTICESHIP PARTICIPATION

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

2. Contract number
3. Project name
4. Contract value
5. Reporting period "Beginning Date" through "End Date"
6. Name and registration number of each apprentice by contractor
7. Total number of apprentices and labor hours worked by them, categorized by trade or craft.
8. Total number of journeymen and labor hours worked by them, categorized by trade or craft
9. Cumulative combined total of apprentice and journeymen labor hours
10. Total percentage of apprentice hours worked

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

ARTICLE 6 - CONTRACT TIME AND COMPLETION

6.01 CONTRACT TIME

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

6.02 PROGRESS AND COMPLETION

- A. Contractor to maintain schedule. The Contractor's sequence and method of operations, application of effort, and work force shall at all times be created and implemented to ensure the orderly, expeditious, and timely completion of the Work and performance of the Contract. The Contractor shall furnish sufficient forces and shall work such hours, including extra shifts, overtime operations, and weekend and holiday work as may be necessary to ensure completion of the Work within the Contract Time and the approved Baseline Project Schedule.
- B. Contractor to take necessary steps to meet schedule. If the Contractor fails substantially to perform in a timely manner in accordance with the Contract Documents and, through the fault of

the Contractor or Subcontractor(s) of any tier, fails to meet the Baseline Project Schedule, the Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations, or days of work, or by other means and methods, all without additional cost to the Port. If the Contractor believes that any action or inaction of the Port constitutes acceleration, the Contractor shall immediately notify the Port in writing and shall not accelerate the Work until the Port either directs the acceleration in writing or denies the constructive acceleration.

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

6.03 SUBSTANTIAL COMPLETION

A. Substantial Completion defined. Substantial Completion is the stage in the progress of the Work, or portion or phase thereof, when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Port can fully occupy or utilize the Work, or the designated portion thereof, for its intended use, all requirements in the Contract Documents for Substantial Completion have been achieved, and all required documentation has been properly submitted to the Port in accordance with the Contract Documents. All Work, other than incidental corrective or punch list Work and final cleaning, must be completed. The fact that the Port may occupy the Work or a designated portion thereof does not indicate that Substantial Completion has occurred or that the Work is acceptable in whole or in part.

B. Work not Substantially Complete unless Final Completion attainable. The Work is not Substantially Complete unless the Port reasonably judges that the Work can achieve Final Completion within the period of time specified in the Contract Documents.

C. Notice of Substantial Completion. When the Work or designated portion has achieved Substantial Completion, the Port will provide a notice to establish the date of Substantial Completion. The notice shall establish responsibilities of the Port and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall finish all remaining Work. If the notice of Substantial Completion does not so state, all responsibility for the foregoing items shall remain with the Contractor until Final Completion.

6.04 COMPLETION OF PUNCH LIST

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

6.05 FINAL COMPLETION

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

the Port determines that all punch list items have been satisfactorily addressed, that the Work is acceptable under the Contract Documents, and that the Work has fully been performed, the Port will promptly notify the Contractor of Final Completion.

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

6.06 FINAL ACCEPTANCE

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

6.07 PORT'S RIGHT TO USE THE PREMISES

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

ARTICLE 7 - PAYMENT

7.01 ALL PAYMENTS SUBJECT TO APPLICABLE LAWS AND SCHEDULE OF VALUES

- A. Payment of the Contract Sum. The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Port to the Contractor for performance of the Work under the Contract Documents. Payments made to the Contractor are subject to all laws applicable to the Port and the Contractor. Payment of the Contract Sum constitutes full compensation to the Contractor for performance of the Work, including all risk, loss, damages, or expense of whatever character arising out of the nature or prosecution of the Work. The Port is not obligated to pay for extra work or materials furnished without prior written approval of the Port.

B. Schedule of Values. All payments will be based upon an approved Schedule of Values. Prior to submitting its first Application for Payment, the Contractor shall submit a Schedule of Values to the Port allocating the entire Contract Sum to the various portions of the Work. The Schedule of Values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Port may require. This schedule, unless objected to by the Port, shall be used as a basis for reviewing the Contractor's applications for payment.

7.02 APPLICATIONS FOR PAYMENT

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

7.03 PROGRESS PAYMENTS

A. Progress payments. Following receipt of a complete Application for Payment, the Engineer will either authorize payment or indicate in writing to the Contractor the specific reasons why the payment request is being denied, in whole or in part, and the remedial action the Contractor must take to receive the withheld amount. After a complete Application for Payment has been received and approved by the Port, payment will be made within thirty (30) days. Any payments made by, or through, or following receipt of, payment from third parties will be made in accordance with the third party's policies and procedures.

B. Port may withhold payment. The Port may withhold payment in whole or in part as provided in the Contract Documents or to the extent reasonably necessary to protect the Port from loss or potential loss for which the Contractor is responsible, including loss resulting from the Contractor's acts and omissions.

7.04 PAYMENT BY CONTRACTOR TO SUBCONTRACTORS

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

B. Payment certification to be provided upon request. The Contractor shall provide, with each Application for Payment, a certification signed by Contractor attesting that all payments by the Contractor to Subcontractors from the last Application for Payment were made within ten (10) days of the Contractor's receipt of payment. The certification will also attest that the Contractor will make payment to Subcontractors for the current Application for Payment within ten (10) days of receipt of payment from the Port.

7.05 FINAL PAYMENT

A. Final payment. Final applications for payment are due within seven (7) days following Final Completion. Final payment of the unpaid balance of the Contract Sum, except retainage, will be

made following Final Completion and within thirty (30) days of the Contractor's submission of an approved final Application for Payment.

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

7.06 RETAINAGE

- A. Retainage to be withheld. In accordance with RCW 60.28, a sum equal to five percent (5%) of each approved Application for Payment shall be retained. Prior to submitting its first Application for Payment, the Contractor shall exercise one of the options listed below:
 - 1. Retained percentages will be retained by the Port in a fund; or
 - 2. Deposited by the Port in an interest-bearing account or escrow account in a bank, mutual savings bank, or savings and loan association designated by the Contractor, not subject to withdrawal until after the final acceptance of said improvement or work as completed, or until agreed to by both parties; provided that interest on such account shall be paid to the Contractor. Contractor to complete and submit Port provided Retainage Escrow Agreement (Section 00 61 23.13); or
 - 3. If the Contractor provides a bond in place of retainage, it shall be in an amount equal to 5% of the Contract Sum plus Change Orders. The retainage bond shall be based on the form furnished in Section 00 61 23 or otherwise acceptable to the Port and duly completed and signed by a licensed surety or sureties registered with the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner. The surety or sureties must be rated at least "A-, FSC(6)" or higher by A.M. Best Rating Guide and be authorized by the Federal Department of the Treasury. Attorneys-in-fact who sign the retainage bond must file with each bond a certified and effective Power of Attorney statement.
- B. Contractor may withhold retainage from Subcontractors. The Contractor or a Subcontractor may withhold not more than five percent (5%) retainage from the monies earned by any Subcontractor or lower-tier Subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Port, the Contractor shall specify the amount of retainage and interest due a Subcontractor.
- C. Release of retainage. Retainage will be withheld and applied by the Port in a manner required by RCW 60.28 and released in accordance with the Contract Documents and statutory requirements. Release of the retainage will be processed in the ordinary course of business

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

7.07 DISPUTED AMOUNTS

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

7.08 EFFECT OF PAYMENT

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

7.09 LIENS

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

ARTICLE 8 - CHANGES IN THE WORK

8.01 CHANGES IN THE WORK

- A. Changes in the Work authorized. Without invalidating the Contract and without notice to the Contractor's surety, the Port may authorize changes in the Work after execution of the Contract, including changes in the Contract Sum or Contract Time. Changes shall occur solely by Change Order, Unilateral Change Directive, or Minor Change in Work. All changes in the Work are effective immediately, and the Contractor shall proceed promptly to perform the change, unless otherwise provided in the Change Order or Directive.
- B. Changes in the Work Defined.

1. A Change Order is a written instrument signed by the Port and Contractor stating their agreement to a change in the Work and the adjustment, if any, in the Contract Sum and/or Contract Time.
2. A Unilateral Change Directive is a written instrument issued by the Port to transmit new or revised Drawings, issue additions or modifications to the Contract, furnish other direction and documents adjustment, if any, to the Contract Sum and/or Contract Time. A Unilateral Change Directive is signed only by the Port, without requiring the consent or signature of the Contractor.
3. A Minor Change in the Work is a written order from the Port directing a change that does not involve an adjustment to the Contract Sum or the Contract Time.

C. Request for Proposal: At any time, the Port may issue a Proposal Request directing the Contractor to propose a change to the Contract Sum and/or Contract Time, if any, based on a proposed change in the Work. The Contractor shall submit a responsive Change Order proposal as soon as possible, and no later than fourteen (14) days after receipt, in which the Contractor specifies in good faith the extent to which the Contract Sum and/or Contract Time would change. All cost components shall be limited to the manner described in Section 8.02(B). If the Contractor fails to timely respond to a Proposal Request, the Port may issue the change as a Unilateral Change Directive.

1. Fixed price method is default for Contractor Change Order proposal. When the Port has requested that the Contractor submit a Change Order proposal, the Port may specify the basis on which the Contract Sum will be adjusted by the Contractor. The Engineer's preference, unless otherwise indicated, is for changes in the Work to be priced using Lump Sums or Unit Prices or on a time and material (Force Account) basis if unit pricing or lump sums cannot be negotiated or determined. In all instances, however, proposed changes shall include a not-to-exceed price for the change and shall be itemized for evaluation purposes in accordance with Section 8.02(B), as requested by the Engineer.
2. The Port may accept or reject the Contractor's Change Order proposal, request further documentation, or negotiate acceptable terms with the Contractor. If The Port and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order.
3. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment. The Port may reject a proposal, in which case the Port may either not effectuate the change or issue a Unilateral Change Directive. The Port will not make payment to the Contractor for any work until that work has been incorporated into an executed Change Order.

D. Unforeseen Conditions: If the Contractor encounters conditions at the site that are: (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or any soils reports made available by the Port to the Contractor, or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall immediately provide oral notice to the Engineer before conditions are disturbed, followed within 24 hours by an initial written notice. The Contractor shall submit a detailed proposal no later than seven (7) days

following discovery of differing site conditions. The Engineer will promptly investigate these conditions and, if the Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost or time required for performance of any part of the Work, will establish a change in the Contract Sum or Contract Time, or both, consistent with the requirements of the Contract Documents. If the Contractor disputes the Engineer's determination, the Contractor may proceed as provided in the dispute resolution procedure (Article 11). No increase to the Contract Sum or the Contract Time shall be allowed if the Contractor does not comply with the contractual requirements or if the Contractor knew, or reasonably should have known, of the concealed conditions prior to executing the Contract.

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

8.02 CHANGES IN THE CONTRACT SUM

- A. Port to Decide How Changes are Measured. The Port may elect, in its sole discretion, how changes in the Work will be measured for payment. Change in the Work may be priced on a lump sum basis, through Unit Prices, as Force Account, or by another method documented in the executed Change Order, Unilateral Change Directive, or Minor Change in the Work.
- B. Determination of Cost of Change. The total cost of any change in the Work, including a claim under Article 11, shall not exceed the prevailing cost for the Work in the locality of the Project. In all circumstances, the change in the Work shall be limited to the reasonable, actual cost of the following components:
 1. Direct labor costs: These are the actual labor costs determined by the number of additional craft hours at their normal hourly rate necessary to perform a change in the Work. The hourly cost of labor will be based upon the following:
 - a. Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Contractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage," for the laborers, apprentices, journeymen, and foremen performing or directly supervising the change in the Work on site. These wages do not include the cost of Contractor's project manager or superintendent or above, and the premium portion of overtime wages is not included unless pre-approved in writing by the Port. Costs paid or incurred by the Contractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Contractor shall provide to the Port copies of payroll records, including certified payroll statements for itself and Subcontractors of any tier, upon the Port's request.
 - b. Workers' insurance: Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.
 - c. Federal insurance: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).
 2. Direct material costs: This is an itemization, including material invoices, of the quantity and actual cost of additional materials necessary to perform the change in the Work. The cost will be the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed unless approved in advance by the Port.
 3. Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment necessary and appropriate for the Work is used solely on the changed Work times the applicable rental cost as established by the lower of the local prevailing rates published in www.equipmentwatch.com, as modified by the AGC/WSDOT agreement, or the actual rate paid to an unrelated third party. If more than one rate is applicable, the lowest available rate will be utilized. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Port's prior written approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the

Work. Mobilization and standby costs shall not be charged for equipment already present on the site.

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

4. Subcontractor costs: These are payments the Contractor makes to Subcontractors for changed Work performed by Subcontractors. The Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section 8.02 and, among other things, shall not include consultant costs, attorneys' fees, or claim preparation expenses.
5. Service provider costs: These are payments the Contractor makes to service providers for changed Work performed by service providers. The service providers' cost of changed Work shall be determined in the same manner as prescribed in this Section 8.02.
6. Markup: This is the maximum total amount for overhead, profit, and other costs, including office, home office and site overhead (including purchasing, project manager, superintendent, project engineer, estimator, and their vehicles and clerical assistants), taxes (except for sales tax on the Contract Sum), warranty, safety costs, printing and copying, layout and control, quality control/assurance, small or hand tools (a tool that costs \$500 or less and is normally furnished by the performing contractor), preparation of as-built drawings, impact on unchanged Work, Change Order and/or claim preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise), added to the total cost to the Port of any Change Order work. No markup shall be due, however, for direct settlements of Subcontractor claims by the Port after Substantial Completion. The markup shall be limited in all cases to the following schedule:
 - a. Direct labor costs -- 20% markup on the direct cost of labor for the party (Contractor or Subcontractor) providing labor related to the change in the Work;
 - b. Direct material costs -- 20% markup on the direct cost of material for the party (Contractor or Subcontractor) providing material related to the change in the Work;
 - c. Construction equipment usage costs -- 10% markup on the direct cost of equipment for the party (Contractor or Subcontractor) providing equipment related to the change in the Work;
 - d. Contractor markup on Subcontractor costs -- 10% markup for the Contractor on the direct cost (excluding markup) of a change in the Work performed by Subcontractors (and for Subcontractors, for a change in the Work performed by lower-tier Subcontractors); and
 - e. Service provider costs -- 5% markup for the Contractor on the direct cost (excluding markup) of a change in the Work performed by service providers.The total summed markup of the Contractor and all Subcontractors of any tier shall not exceed 30% of the direct costs of the change in the Work. If the markup would otherwise exceed 30%, the Contractor shall proportionately reduce the markup for the Contractor and all Subcontractors of any tier.
7. Cost of change in insurance or bond premium. This is defined as:

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

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

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

8.03 CHANGES IN THE CONTRACT TIME

- A. Extension of the Contract Time. If the Contractor is delayed at any time in the commencement or progress of the Work by events for which the Port is responsible, by unanticipated abnormal weather (subject to Section 8.03(E) below), or by other causes not the fault or responsibility of the Contractor that the Port determines may justify a delay in the Contract Time, then the Contract Time shall be extended by Change Order for such reasonable time as the Port may determine. In no event, however, shall the Contractor be entitled to any extension of time absent proof of: (1) delay to an activity on the critical path of the Project, or (2) delay transforming an activity to the critical path, so as to actually delay the anticipated date of Substantial Completion.
- B. Allocation of responsibility for delay not caused by Port or Contractor. If a delay was not caused by the Port, the Contractor, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time but not an increase in the Contract Sum.
- C. Allocation of responsibility for delay caused by Port. If a delay was caused by the Port or someone acting on behalf of the Port and affected the critical path, the Contractor shall be entitled to a change in the Contract Time and Contract Sum in accordance with Section 8.02. The Contractor shall not recover damages, an equitable adjustment, or an increase in the Contract Sum or Contract Time from the Port; however, where the Contractor could reasonably have avoided the delay. The Port is not obligated directly or indirectly for damages for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.
- D. Allocation of responsibility for delay caused by Contractor. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.
- E. Adverse weather. If adverse weather is identified as the basis for a claim for additional time, the claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not reasonably have been anticipated and had an adverse effect on the critical path of construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither

the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. For a claim based on adverse weather, the Contractor shall be eligible only for a change in the Contract Time (but not a change in the Contract Sum) if the Contractor can substantiate that there was significantly greater than normal inclement weather considering the full term of the Contract Time.

- F. **Damages for delay.** In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Port for delay beyond the amount permitted in Section 8.02(B), the total combined damages to the Contractor and any Subcontractors of any tier for each day of delay shall be limited to the reasonable, actual costs of the delay for which the Port is wholly responsible. The limitation on damages set forth in this Section does not apply to any damages arising exclusively from delay to which the Contractor is entitled to recover under Section 8.03(F).
- G. **Limitation on damages.** The Contractor shall not be entitled to damages arising out of loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant under run; trade stacking; reassignment of workers; rescheduling of Work, concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended or increased overhead or general conditions; profit upon damages for delay; impact damages including cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the markup on Change Orders paid through Section 8.02(B).

8.04 RESERVATION OF RIGHTS

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

8.05 UNIT PRICES

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

ARTICLE 9 - SUSPENSION AND TERMINATION OF CONTRACT

9.01 PORT'S RIGHT TO SUSPEND WORK

- A. Port may suspend the Work. The Port may at any time suspend the Work, or any part thereof, by giving notice to the Contractor. The Work shall be resumed by the Contractor as soon as possible, but no later than fourteen (14) days after the date fixed in a notice to resume the Work. The Port shall reimburse the Contractor for appropriate and reasonable expenses consistent with Section 8.02 incurred by the Contractor as a result of the suspension, except where a suspension is the result of the Contractor repeatedly or materially failing to carry out or correct the Work in accordance with the Contract Documents, and the Contractor shall take all necessary steps to minimize expenses.
- B. Contractor obligations. During any suspension of Work, the Contractor shall take every precaution to prevent damage to, or deterioration of, the Work. The Contractor shall be responsible for all damage or deterioration to the Work during the period of suspension and shall, at its sole expense, correct or restore the Work to a condition acceptable to the Port prior to resuming Work.

9.02 TERMINATION OF CONTRACT FOR CAUSE BY THE PORT

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

9.03 TERMINATION OF CONTRACT FOR CONVENIENCE BY THE PORT

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

9.04 TERMINATION OF CONTRACT BY THE CONTRACTOR

A. Contractor may terminate for cause. The Contractor may terminate the Contract if the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor of any tier, for either of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped.

B. Procedure for Contractor termination. If one of the reasons described in Section 9.04A exists, the Contractor may, upon seven (7) days' written notice to the Port (during which period the Port has the opportunity to cure), terminate the Contract and recover from the Port payment for Work executed through the date of termination in accordance with the Contract Documents and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit on Work executed and direct costs incurred by reason of such termination. The total recovery of the Contractor shall not exceed the unpaid balance of the Contract Sum.

C. Contractor may stop the Work for failure of Port to pay undisputed amounts. The Contractor may stop Work under the Contract if the Port does not pay undisputed amounts due and owing to the Contractor within fifteen (15) days of the date established in the Contract Documents. If the Port fails to pay undisputed amounts, the Contractor may, upon fifteen (15) additional days' written notice to the Port, during which the Port can cure, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay, and start-up.

9.05 SUBCONTRACT ASSIGNMENT UPON TERMINATION

A. Subcontracts assigned upon termination. Each subcontract is hereby assigned by the Contractor to the Port provided that:

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

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

ARTICLE 10 - BONDS

10.01 CONTRACTOR PERFORMANCE AND PAYMENT BONDS

- A. Contractor to furnish performance and payment bonds. Within ten (10) days following its receipt of a notice of award, and as part of the Contract Sum, the Contractor shall secure and furnish duly executed performance and payment bonds using the forms furnished by the Port. The bonds shall be executed by a surety (or sureties) reasonably acceptable to the Port, admitted and licensed in the State of Washington, registered with the Washington State Insurance Commissioner, and possessing an A.M. Best rating of "A-, FSC (6)" or better and be authorized by the U.S. Department of the Treasury. Pursuant to RCW 39.08, the bonds shall be in an amount equal to the Contract Sum, and shall be conditioned only upon the faithful performance of the Contract by the Contractor within the Contract Time and upon the payment by the Contractor of all taxes, fees, and penalties to the State of Washington and all laborers, Subcontractors, and suppliers, and others who supply provisions, equipment, or supplies for the performance of the Work covered by this Contract. The bonds shall be signed by the person or persons legally authorized to bind the Contractor.
- B. On contracts of one hundred fifty thousand dollars or less, at the option of the contractor as defined in RCW 39.10.210, the Port may, in lieu of the bond, retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the Employment Security Department, and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.

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

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

ARTICLE 11 - DISPUTE RESOLUTION

11.01 NOTICE OF PROTEST AND CLAIM

- A. Dispute resolution procedure mandatory. All claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, shall be decided exclusively by the following alternative dispute resolution procedure, unless the parties mutually agree otherwise. If the Port and Contractor agree to a partnering process to assist in the resolution of disputes, the partnering process shall occur prior to, and not be in place of, the mandatory dispute resolution procedures set forth below.
- B. Notice of protest defined. Except for claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, the Contractor shall provide immediate oral notice of protest to the Engineer prior to performing any disputed Work and shall submit a written notice of protest to the Port within seven (7) days of the occurrence of the event giving rise to the protest that includes a clear description of the event(s). The protest shall identify any point of disagreement, those portions of the Contract Documents believed to be applicable, and an estimate of quantities and costs involved. When a protest relates to cost, the

Contractor shall keep full and complete records and shall permit the Port to have access to those records at any time as requested by the Port.

- C. Claim defined. A claim is a demand by one of the parties seeking adjustment or interpretation of the Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents. The term "claim" also includes all disputes and matters in question between the Port and Contractor arising out of, or relating to, the Contract Documents. Claims must be initiated in writing and include a detailed factual statement and clear description of the claim providing all necessary dates, locations, and items of Work, the date or dates on which the events occurred that give rise to the claim, the names of employees or representatives knowledgeable about the claim, the specific provisions of the Contract Documents that support the claim, any documents or oral communications that support the claim, any proposed change in the Contract Sum (showing all components and calculations) and/or Contract Time (showing cause and analysis of the resultant delay in the critical path), and all other data supporting the claim. Claims shall also be submitted with a statement certifying, under penalty of perjury, that the claim as submitted is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the claim is fully supported, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes the Port is liable. A claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor and Subcontractors of any tier are entitled and may not contain reservations of rights without the Port's written approval; any unapproved reservations of rights shall be without effect.
- D. Claim procedure. The Contractor shall submit a written claim within thirty (30) days of providing written notice of protest. The Contractor may delay submitting supporting data by an additional thirty (30) days if it notifies the Port in its claim that substantial data must be assembled. Any claim of a Subcontractor of any tier may be brought only through, and after review by and concurrence of, the Contractor.
- E. Failure to comply with notice of protest and claim requirements waives claims. Any notice of protest by the Contractor and any claim of the Contractor, whether under the Contract or otherwise, must be made pursuant to, and in strict accordance with, the applicable provisions of the Contract. Failure to properly and timely submit a notice of protest or to timely submit a claim shall waive the claim. No act, omission, or knowledge, actual or constructive, of the Port shall waive the requirement for timely written notice of protest and a timely written claim, unless the Port and the Contractor sign an explicit, unequivocal written waiver approved by the Port. The Contractor expressly acknowledges and agrees that the Contractor's failure to timely submit required notices of protest and/or timely submit claims has a substantial impact upon, and prejudices, the Port. For the purpose of calculating time periods, an "event giving rise to a claim," among other things, is not a Request for Information, but rather is a response that the Contractor believes would change the Contract Sum and/or Contract Time.
- F. False claims. The Contractor shall not make any fraudulent misrepresentations, concealments, errors, omissions, or inducements to the Port in the formation or performance of the Contract. If the Contractor or a Subcontractor of any tier submits a false or frivolous claim to the Port, which for purposes of this Section 11.01(F) is defined as a claim based in whole or in part on a materially incorrect fact, statement, representation, assertion, or record, the Port shall be entitled to collect from the Contractor by offset or otherwise (without prejudice to any right or remedy of the Port) any and all costs and expenses, including investigation and consultant costs, incurred by the Port in investigating, responding to, and defending against the false or frivolous claim.

- G. Compliance with lien and retainage statutes required. If a claim relates to, or is the subject of, a lien or retainage claim, the party asserting the claim may proceed in accordance with applicable law to comply with the notice and filing deadlines prior to resolution of the claim by mediation or by litigation.
- H. Performance required pending claim resolution. Pending final resolution of a claim, the Contractor shall continue to perform the Contract and maintain the Baseline Project Schedule, and the Port shall continue to make payments of undisputed amounts due in accordance with the Contract Documents.

11.02 MEDIATION

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

11.03 LITIGATION

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

- D. Port may join Contractor in dispute. The Port may join the Contractor as a party to any litigation or arbitration involving the alleged fault, responsibility, or breach of contract of the Contractor or Subcontractor of any tier.

ARTICLE 12 - MISCELLANEOUS

12.01 GENERAL

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

12.02 WAIVER

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

12.03 GOVERNING LAW

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

12.04 COMPLIANCE WITH LAW

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

12.05 ASSIGNMENT

- A. Assignment. The Port and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party and to the partners, successors, assigns, and legal representatives of such other party. The Contractor may not assign, transfer, or

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

12.06 TIME LIMIT ON CAUSES OF ACTION

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

12.07 SERVICE OF NOTICE

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

12.08 RECORDS

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

12.09 STATUTES

- A. Contractor to comply with Washington statutes. The Contractor shall abide by the provisions of all applicable statutes, regulations, and other laws. Although a number of statutes are referenced in the Contract Documents, these references are not meant to be, and are not, a complete list.
 1. Pursuant to RCW 39.06, "Registration, Licensing of Contractors," the Contractor shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27, "Registration of Contractors," and shall satisfy all State of

Washington bonding and insurance requirements. The Contractor shall also have a current state Unified Business Identifier number; have industrial insurance coverage for the Contractor's employees working in Washington as required by Title 51 RCW; have an Employment Security Department number as required by Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW; and not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).

2. The Contractor shall comply with all applicable provisions of RCW 49.28, "Hours of Labor."
3. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60, "Discrimination."
4. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92, "Provisions in Buildings for Aged and Handicapped Persons," and the Americans with Disabilities Act.
5. Pursuant to RCW 50.24, "Contributions by Employers," in general, and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for an acceptable bond.
6. The Contractor shall comply with pertinent provisions of RCW 49.17, "Washington Industrial Safety and Health Act," and Chapter 296-155 WAC, "Safety Standards for Construction Work."
7. Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-62-054 et seq., the Contractor shall provide to the Port, and have copies available at the Project site, a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier.
8. All products and materials incorporated into the Project as part of the Work shall be certified as "asbestos-free" and "lead-free" by United States standards, and shall also be free of all hazardous materials or substances. At the completion of the Project, the Contractor shall submit certifications of asbestos-free and of lead-free materials certifying that all materials and products incorporated into the Work meet the requirements of this Section, and shall also certify that materials and products incorporated into the Work are free of hazardous materials and substances.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTAL REQUIREMENTS

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

1.03 COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE

- A. The Contractor shall secure and maintain until Final Completion, at its sole cost and expense, the following insurance in carriers reasonably acceptable to the Port, licensed in the State of Washington, registered with the Washington State Insurance Commissioner, and possessing an A.M. Best rating of "A-, FSC (6)" or better.
- B. The Port of Tacoma (Port) and the Northwest Seaport Alliance (NWSA) will be included as 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 04 13 and CG 20 37 04 13 (or equivalent coverage endorsements). The inclusion of the Port and the NWSA as additional insured(s) shall not create premium liability for either the Port nor the NWSA.

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 and the NWSA as additional insured(s), waiver of subrogation and cross liabilities clause.** The Port reserves the right to reject any insurance policy as to company, form, or substance. Contractor's failure to provide, or the Port's acceptance of, the Contractor's certificate of insurance does not waive the Contractor's obligation to comply with the insurance requirements of the Contract as specifically described below:
 - 1. Marine General Liability Insurance on an Occurrence Form Basis including, but not limited to:
 - a. Bodily Injury Liability;
 - b. Property Damage Liability;
 - c. Contractual Liability;
 - d. Products - Completed Operations Liability;

- e. Personal Injury Liability;
- f. By endorsement to the policy, not exclude work within fifty feet of any railroad track;
- g. Marine coverages as appropriate for the scope of work.

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. Marine Protection and Indemnity/Vessel Pollution Liability: Contractor shall obtain, at Contractor's expense and keep in effect during the term of the contract, Marine Protection and Indemnity insurance which shall include Collision Liability and Jones Act coverages, including coverage for all masters, crew, and passengers. The limit of liability shall not be less than \$5,000,000. If Collision Liability is part of the Hull and Machinery coverage for the vessel, evidence of Hull and Machinery coverage in amounts not less than the actual cash value of the vessel shall also be provided.
 - a. Vessel Pollution Liability: Contractor shall obtain, at Contractor's expense and keep in effect during the term of the contract, Vessel Pollution Liability on all vessels used under this contract. Vessel Pollution Liability limits shall be the same as the Protection and Indemnity (P&I) limits called for in section 2.
- 3. 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.
- 4. 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 ten (10) days of Notice of Award.
- 5. Contractor's Pollution Liability (CPL) covering claims for bodily injury, property damage and cleanup costs, and environmental damages from pollution conditions arising from the performance of covered operations.
 - a. If the Work involves remediation or abatement of regulated waste to include, but not limited to asbestos containing materials, lead containing products, mercury, PCB, underground storage tanks, or other hazardous materials or substances, the CPL policy shall not exclude such coverage, or a specific policy covering such exposure shall be required from the Contractor and all Subcontractors performing such Work.

- b. If the Work involves transporting regulated materials or substances or waste, a separate policy or endorsement to the CPL policy specifically providing coverage for liability and cleanup arising from an upset or collision during transportation of hazardous materials or substances shall be required from the Contractor and all Subcontractors performing such Work.
- c. It is preferred that CPL insurance shall be on a true occurrence form without a sunset clause. However, if CPL insurance is provided on a Claims Made basis, the policy shall have a retroactive date prior to the start of this project, and this insurance shall be kept in force for at least three years after the final completion of this project. Alternatively, the contractor, at its option, may provide evidence of extended reporting period of not less than three (3) years in its place. The Contractor shall be responsible for providing the Port with certificates of insurance each year evidencing this coverage.
- d. The Port and the NWSA shall be named as additional insured(s) on the CPL policy.

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

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

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

- I. Contractor shall provide at least forty-five (45) days prior written notice to the Port of any termination or material change, or ten (10) day's notice in the case of non-payment of premium(s).
- J. If the Contractor is required to make corrections to the Work after Final Completion, the Contractor shall obtain at its own expense, prior to the commencement of any corrective work, insurance coverage as required by the Contract Documents, which coverage shall be maintained until the corrections to the Work have been completed and accepted by the Port.

1.04 BUILDER'S RISK INSURANCE

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

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

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

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
SECTION 00 73 16 - INSURANCE REQUIREMENTS

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 Date for this project, the applicable effective date for prevailing wages for this Project is April 1, 2020.
- C. The State of Washington prevailing wage rates applicable for this public works Project, which is located in Pierce County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
- D. The schedule of the prevailing wage rates is made a part of the Contract Documents by reference as though fully set forth herein; and a printed copy of the applicable prevailing wage rates are also available for viewing at the Port Administration Building, located at 1 Sitcum Plaza, Tacoma, WA 98421 (253-383-5841). Upon request to the Procurement Department at procurement@portoftacoma.com, the Port will email or mail a hard copy of the applicable Journey Level prevailing wages for this Project.
- E. Questions relating to prevailing wage data should be addressed to the Industrial Statistician.

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

Telephone: (360) 902-5335

Facsimile: (360) 902-5300

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

F. Statement to Pay Prevailing Wages

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

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

- B. Identification cards shall be visible while on the Project site or easily displayed when requested.

1.02 TRANSPORTATION WORKER IDENTIFICATION CARD (TWIC) SUMMARY

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

1.03 ESCORTING

- A. To access restricted Port facilities, all un-credentialed individuals must be accompanied by a person who has been issued a TWIC and trained as an escort at that specific facility. Each restricted facility has their own guidelines for escorting. Having escort training at one facility does not qualify you to escort at other facilities. Prior to conducting escort services for non-TWIC personnel, the escorts are required to contact the Facility Security Officer at the gate for verification they are on the escort list and to document who is being escorted. For required documentation, upon completion of escorting, the escort is to inform the Security officer that the escort is complete. It is the Contractor's responsibility to schedule escort training with the Facility Security Officer.
- B. For more information, refer to the Port Security website at:
<http://www.portoftacoma.com/shipping/security>
- C. For Project specific information, refer to Section 01 14 00 - Work Restrictions.

1.04 ELIGIBILITY FOR TWIC

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

1.05 TWIC USE AND DISPLAY

- A. Each worker granted unescorted access to secure areas of a facility or vessel must present their cards to authorized personnel, who will compare the holder to his or her photo, inspect

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security features on the TWIC, and evaluate the card for signs of tampering. The Coast Guard will verify TWIC's when conducting vessel and facility inspections and during spot checks using hand-held scanners, ensuring credentials are valid.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE

- A. The accompanying Drawings and Specifications show and describe the location and type of Work to be performed under this project. Work is more specifically defined on the drawings listed in Section 00 01 15.
 - 1. The Work under this contract is to provide, furnish and install all labor, materials and equipment required to complete the work, installed, tested, and ready for use, and as described in these documents.
 - 2. The W. Sitcum Bldgs. 900, 700, 975, 575 and 75 Roof Replacements consists of:
 - a. BLDG 900 Roof Replacement (6,800-SF): Asbestos abatement, removal of existing roof covering down to the structural deck and replacing it with new single ply Thermoplastic Polyolefin (TPO) membrane, hardwood and timber construction, lighting replacement, installation of a bird deterrent system and other miscellaneous cleaning and repairs.
 - b. BLDG 700 Roof Replacement (5,060-SF): Removal of existing roof covering down to the structural deck and replacing it with new single ply Thermoplastic Polyolefin (TPO) membrane roof, concrete masonry unit stair repairs, installation of a bird deterrent system and other miscellaneous cleaning and repairs.
 - c. GUARDHOUSE 975 (225-SF), 575 (500-SF) and 75 (325-SF) Roof Replacement: Removal of existing roofs covering down to the structural deck and replacing them with new single ply Thermoplastic Polyolefin (TPO) membrane roofs. Installation of bird deterrent systems and other miscellaneous cleaning and repairs.

1.02 LOCATION

- A. The work is located at:

1675 Lincoln Ave

Tacoma, WA 98421

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 CONTRACTOR ACCESS AND USE OF PREMISES

- A. Activity Regulations
 - 1. Ensure Contractor personnel deployed to the project become familiar with and follow all regulations or restrictions established by the Engineer.
- B. Occupied Building
 - 1. The Contractor will be working in existing buildings which are occupied during normal business hours, as stipulated below.
 - 2. Protect materials and equipment in areas adjoining the immediate work area.
- C. Working Facility
 - 1. The Facility will remain in operation for the duration of construction. The Contractor shall conduct all items of the Work in such a manner as to prevent interference with the normal operations of the Facility.
 - 2. TWIC Escorting Requirements:
 - a. Escort training of Contractor personnel will be limited to five people.
- D. Work Site Regulations
 - 1. Keep within the limits of work and assigned avenues of ingress and egress. Do not enter any areas outside the designated work location unless previously approved by the Engineer. The Contractor must comply with the following conditions:
 - a. Restore all common areas to a clean and useable condition that permits the resumption of Tenant operations after the Contractor ceases daily work.
 - b. Be responsible for control and security of Contractor-owned equipment and materials at the work site. Report to Port Security (phone (253) 383-9472) any missing/lost/stolen property.
 - c. Ensure all materials, tools and equipment will be removed from the site or secured within the designated laydown area at the end of each shift.

1.03 CONSTRAINTS - GENERAL

- A. Constraints for Work at Site
 - 1. Electrical Work Constraints:
 - a. Cameras cannot be disconnected for more than one day on any of the buildings

2. Other:

- a. At BLDG 700, lane closure shall not be permitted on Wednesdays and Fridays. On other days of the week, closure of some of the lanes will be allowed if approved by the Engineer.
- b. At BLDG 900, lane closure shall not be permitted Mondays, Tuesdays and Thursdays during the day. On Wednesdays and Fridays, lane closure shall not be permitted both during the day and night due to high traffic volume on the terminal. All work underneath the roof requiring lane closures, or that affects the daily operations of the tenant will be performed on off duty hours 5:00 PM - 5:00 AM Mondays, Tuesdays and Thursdays or during the weekend.
- c. The Port's Electricians will de-energize and disconnect all HVAC units to be removed for roof replacement. Once roof installation is complete, and the HVAC units have been reinstalled, Port's Electricians will reconnect and energize the HVAC units. (Removing and reinstallation of the HVAC units is to be done by the Contractor).

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 PAYMENT PROCEDURES

- A. Monthly pay estimates shall clearly identify the work performed for the given time period based on the approved Schedule of Values.
 - 1. At the Pre-construction meeting, the Engineer and the Contractor shall agree upon a date each month when payment applications shall be submitted.
- B. For each pay estimate the Contractor shall submit the following:
 - 1. Completed Contractor invoice and updated Schedule of Values tracking sheet as required by Division 01 or as established by the Engineer.
 - 2. Baseline Project Schedule and narrative updated as required by Section 01 32 16 of the Project Manual.
 - 3. Completed "Amounts Paid to Subcontracts and Suppliers" showing total contract amount, amount paid this estimate, total paid to date, and balance owing.
 - 4. Completed "Conditional Release and Waiver of Liens and Claims."
 - 5. An estimated cashflow statement projecting the Contractor's monthly billings on the project shall be submitted with each payment application.
- C. Prior to submitting a payment application, the Contractor and Engineer shall meet each month to review the work accomplished to determine the actual quantities including labor, materials and equipment charges to be billed.
 - 1. Prior to the payment application meeting, the Contractor shall submit to the Engineer all measurement documentation as referenced in these contract documents; to include all measurement by weight, volume or field.
 - 2. For all change work being done on a force account basis, the Contractor shall submit prior to meeting with Engineer all Force Account back-up documentation as required to process the payment application where Force Account work is being billed. The Engineer and the Contractor shall review the documentation at the payment application meeting to verify quantities and review the work accomplished.
 - 3. The Contractor shall bring a copy of all documentation to the pay application meeting with the Engineer.
 - 4. The Contractor shall submit the updated baseline project schedule for review prior to submitting the payment application to ensure the payment processing is not held up due to necessary schedule revisions.
- D. Following the Engineers' review, the Contractor shall submit the agreed upon pay estimate electronically, with complete supporting documentation, using e-Builder®.

1.03 PAYMENT PRICING

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

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

1.04 LUMP SUM MEASUREMENT

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

1.05 MEASUREMENT OF QUANTITIES FOR UNIT PRICES

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

1.06 REJECTED, EXCESS, OR WASTED MATERIALS

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

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

1.07 MEASUREMENT AND PAYMENT

A. Item #1: Mobilization and Demobilization

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

B. Item #2: Project Administration

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

C. Item #3: BLDG 900 Roof Demolition

1. Item Description: The Work of this item includes demolition, removal and disposal of all materials including sheathing between roof joists, skylights and items required to accommodate new roof work per project plans and specifications.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

D. Item #4: BLDG 700 Roof Demolition

1. Item Description: The Work of this item includes demolition, removal and disposal of all materials and items required to accommodate new roof work per project plans and specifications.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

E. Item #5: Guardhouse 975, 575 and 75 Roof Demolition

1. Item Description: The Work of this item includes demolition, removal and disposal of all materials and items required to accommodate new roof work per project plans and specifications.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

F. Item #6: Hazardous Material Abatement and/or Encapsulation

1. Item Description: The Work of this item includes but is not limited to, asbestos monitoring, providing all labor, materials, services, insurances, permits and equipment required to abate and/or encapsulate hazardous materials per project plans and specifications.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

G. Item #7: BLDG 900 Roof Replacement

1. Item Description: The Work of this item includes but is not limited to, installation of a new adhered and mechanically fastened TPO roof, flashings, drainage, scuppers, rooftop anchors, minor electrical work, new curbs, insulation, tapered drainage crickets, temporary relocation and reinstallation of cameras and antennas and all other work required to accommodate new roof work as specified in the project plans and specifications.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

H. Item #8: BLDG 700 Roof Replacement

1. Item Description: The Work of this item includes but is not limited to, The work of this item includes but is not limited to, installation of a new adhered and mechanically fastened TPO roof, flashings, drainage, scuppers, reinstallation of guard rail, minor mechanical and electrical work, new curbs, insulation, tapered drainage crickets, walking pads, access ladders, temporary relocation and reinstallation of cameras and antennas and all other work required to accommodate new roof work as specified in the project plans and specifications.

2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

I. Item #9: Guardhouse 975, 575 and 75 Roof Replacement

1. Item Description: The Work of this item includes but is not limited to, installation of a new adhered TPO roof, insulation, flashings, drainage, scuppers, minor electrical work, temporary relocation and reinstallation of cameras and antennas and all other work required to accommodate new roof work as specified in the project plans and specifications.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

J. Item #10: BLDG 900 Bird Deterrent System

1. Item Description: The Work of this item includes but is not limited to, installation of a new bird deterrent system per project plans and specifications.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

K. Item #11: BLDG 700 Bird Deterrent System

1. Item Description: The Work of this item includes but is not limited to, installation of a new bird deterrent system per project plans and specifications.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

L. Item #12: Guardhouse 975, 575 and 75 Bird Deterrent System

1. Item Description: The Work of this item includes but is not limited to, installation of a new bird deterrent system per project plans and specifications.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

M. Item #13: BLDG 900 Upper Roof Framing Repair

1. Item Description: The Work of this item includes but is not limited to, installation of new glulam beams (GLB), new sheathing and other framing repairs per project plans and specifications.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.

3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

N. Item #14: BLDG 900 Upper Roof New Joists and New Sheathing Painting

1. Item Description: The Work of this item includes but is not limited to, painting the new installed beams, sheathing, any installed unpainted wood per project plans and specifications.
2. Measurement: This item will be measured per the painted square footage.
3. Payment: This item will be paid for at the Contract square footage price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

O. Item #15: BLDG 900 Upper Roof LED Lights

1. Item Description: The Work of this item includes but is not limited to, removal and replacement of the existing lights with new LED lights per project plans and specifications.
2. Measurement: This item will be measured per each LED light installed.
3. Payment: This item will be paid for at the Contract each price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

P. Item #16: BLDG 700 Stair Repairs

1. Item Description: The Work of this item includes but is not limited to, joint sealing, sandblasting and re-coating corroded steel, leveling of landing slab with compound, and other work as described in the project plans and specifications.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

Q. Item #17: Plywood Replacement

1. Item Description: The Work of this item includes but is not limited to removal and replacement of rotted or damaged plywood sheathing, infill for level surface and disposal of all removed materials per project plans and specifications.
2. Measurement: This item will be measured based on the square footage of plywood installed.
3. Payment: This item will be paid for at the Contract square footage price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

R. Item #18: UNFORESEEN CONDITIONS ALLOWANCE

1. Item Description: This allowance will be for UNFORESEEN CONDITIONS for work unidentified at the time of bid and will be paid preferably as negotiated unit price(s) or lump sum(s). If unit prices or lump sums cannot be established, work will be paid on a time and materials basis per section 00 72 00 General Conditions Article 8.0. Work under this bid item shall be accomplished upon written direction from the Engineer as a Minor Change in Work.
2. Measurement: This item will be measured based upon the method agreed upon for each Minor Change issued.

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3. Payment: This item will be paid for on a force account basis and at the price agreed upon for each change in Work issued by the Engineer in accordance with procedures noted in Section 01 26 00 - Change Management Procedures.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTALS

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

1. List of Labor Rates

a. For the Contractor and each subcontractor, a list of labor rates for each trade applicable to the scope of work to be performed. These submitted rates shall be broken down to include the base wage, fringes, FICA, SUTA, FUTA, industrial insurance, and medical aid premiums as stated in the General Conditions. The rates shall not contain any travel time, safety, loss efficiency factors, overhead, or profit. Rates shall be submitted for straight time, overtime, and double time in a form acceptable to the Engineer. Contractor shall provide proof of all labor rate costs as required by the Engineer, including the submission of a copy of the most current Workers Compensation Rate Notice from Labor & Industries and a copy of the Unemployment Insurance Tax Rate notice from the Employment Security Department.

1) If labor rates change during the course of the project or additional labor rates become required to complete the work, the Contractor shall submit new rates for approval.

2. List of Equipment.

a. Submit for the Contractor and each subcontractor, a list of equipment and rates applicable to the scope of work to be performed. The equipment rates shall conform to the rates shown on Equipment Watch. A separate page from equipment watch detailing the hourly rate shall be submitted as backup documentation for each piece of equipment.

1) If the list of equipment and/or equipment rates changes during the course of the project or additional equipment becomes required to complete the work, the Contractor shall submit a new list and rates for approval.

1.03 METHOD TO CALCULATE ADJUSTMENTS TO CONTRACT PRICE

A. One of the following methods shall be used:

1. Unit Price Method;
2. Firm Fixed Price Method (Lump Sum); or,
3. Time and Materials Method (Force Account).

B. The Port preferred methods are firm fixed price or unit prices.

1.04 MINOR CHANGES IN THE WORK

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

1.05 PROPOSAL REQUESTS

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

1.06 PROCEEDING WITH CHANGED WORK

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

1.07 CHANGE ORDER PROCEDURES

- A. Issuance of Change Order

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 PREPARATION

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

1.03 SUBMITTAL

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 SCHEDULE OF VALUES

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

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE

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

1.02 NOTICE TO PROCEED

- A. Contract execution will be made per the requirements of the Contract Documents. Once the contract has been executed and all pre-work submittals have been received, the Engineer will issue a Notice to Proceed (NTP).
 1. In certain instances, the Engineer may issue to the Contractor a Limited NTP for specified elements of the work described in these Contract Documents.
- B. The Contractor shall submit all pre-work submittals within 14 days of contract execution.
 1. No contract time extension shall be granted for any delays in issuance of the NTP by the Engineer due to the Contractor's failure to provide acceptable submittals required by the Contract Documents.

1.03 COORDINATION

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

1.04 PROJECT MEETINGS

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

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 USER ACCESS LIMITATIONS

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

1.03 CONTRACTOR TECHNOLOGY REQUIREMENTS

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

1.04 CONTRACTOR SOFTWARE REQUIREMENTS

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

1.05 CONTRACTOR RESPONSIBILITY

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

1.06 PORT RESPONSIBILITY

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 UTILIZATION OF E-BUILDER®

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

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

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

1.02 SUBMITTALS

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

1.03 QUALITY ASSURANCE

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

1.04 SCHEDULE FORMAT

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 BASELINE SCHEDULE

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

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

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

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

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

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

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

3.02 PROGRESS SCHEDULE

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

3.03 UPDATING SCHEDULE

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

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SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

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

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTAL LOG

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

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

1.03 COMPLIANCE

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

1.04 SHOP DRAWINGS AND MANUFACTURERS' LITERATURE

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

1.05 SUBMITTAL REVIEW

A. After review of each of Contractor's submittals, the submittal will be returned to Contractor with a form indicating one or more of the following:

1. No Exceptions Taken - Means, accepted subject to its compatibility with future submittals and additional partial submittals for portions of the work not covered in this submittal. But it does not constitute approval or deletion of specified or required items not shown in the partial submittal.

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

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

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

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

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 PREPARATION OF SUBMITTALS

- A. The Contractor shall submit all shop drawings, catalog cuts, brochures and physical samples using e-Builder® (a web based construction management software). All post-document-generated notations such as notes, arrows, stamps, clouding, or other items, are required to be shown directly on the submittal document. **Each submittal shall be accompanied by a transmittal developed within the e-Builder® software.**
- B. A separate submittal shall be prepared for each product or procedure and shall be further identified by referencing the Specification Section and paragraph number and each submittal shall be numbered consecutively.

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

3.02 PRE-WORK SUBMITTALS

- A. Prior to issuance of Notice to Proceed, the following submittals must be submitted and returned to the Contractor as No Exceptions Taken, Make Corrections Noted, Reviewed, or Reviewed as Noted.
 - 1. Per 00 72 00 and 01 32 16, Baseline Project Schedule
 - 2. Per 00 73 63, Emergency Contact Numbers
 - 3. Per 01 35 29, Health and Safety Plan (HASP)
 - 4. Per 01 35 29, Spill Prevention and Countermeasures Plan (SPCC)
 - 5. Per 01 35 47, List of equipment and written certification

3.03 MAINTENANCE OF SUBMITTAL LOG

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

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. The work includes the requirements for health and safety provisions necessary for all work at the site for this project. The work also includes compliance with all laws, regulations and ordinances with respect to safety, noise, dust, fire and police action, asbestos, 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.
- D. This project is a Washington State Department of Ecology (Ecology) Remedial Action, subject to Ecology oversight.

1.02 SUBMITTALS

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

- f. Odorous conditions and toxic gases;
- 9. Exposure monitoring to be used to evaluate actual hazards compared with anticipated conditions, including but not limited to asbestos 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. Medical surveillance program for site personnel before, during, and after completion of site work;
- 15. Recordkeeping including:
 - a. Documentation of appropriate employee training (e.g., Hazardous Waste Operations and Emergency Response [HAZWOPER] 40-hour training for staff involved with handling of contaminated roof materials),
 - b. Respirator fit testing, and
 - c. Asbestos exposure assessment results;
- 16. Name and qualification of person preparing the HASP and person designated to implement and enforce the HASP;
- 17. Lighting and sanitation; and
- 18. Signatory page for site personnel to acknowledge receipt, understanding, and agreement to comply with the HASP.

B. Prior to the start of any Work, the Contractor shall provide a site specific Spill Prevention, Control and Countermeasures (SPCC) Plan, which meets all the requirements of local, state and federal laws, rules and regulations.

C. Contractor may submit the HASP and SPCC Plan as one comprehensive document or may submit the plans as separate documents.

1.03 POTENTIAL CHEMICAL HAZARDS

- A. Site Contaminants
 - 1. The Contractor must provide site workers with Hazard Communication standard information for potential site contaminants (in accordance with WAC 296-843). The Contractor shall ensure that all site workers are aware of and understand this information. Additional information shall also be provided by the Contractor, as necessary, to meet the Hazard Communication Standard and HASP requirements as noted in WAC 296-901-14010 and 296-843. Workers shall be instructed on basic methods or techniques to assist in detecting suspicious material.
- B. Potential Exposures Routes
 - 1. Inhalation: Airborne dusts, fibers, particulates, or vapors may be released during site activities. Inhalation of airborne asbestos may occur.
 - 2. Skin and Eye Contact: Dusts generated during site work activities may settle on the skin or clothing of site workers. Also, workers may contact potentially regulated sediments, or water, in the normal course of their work. Precautions to prevent skin or eye contact with

hazardous materials will be included in the HASP. Asbestos exposure can lead to asbestos related diseases including pleural plaques, Asbestosis, Lung cancer and Mesothelioma.

3. Ingestion: Inadvertent transfer of site contaminants from hands or other objects to the mouth could occur if site workers eat, drink, smoke, chew tobacco, or engage in similar activities in work areas. This could result in ingestion of site contaminants. Precautions to prevent accidental or inadvertent ingestion of hazardous materials will be included in the HASP.
- C. Chemical hazards may also result from Contractor operations resulting in inadvertent release of fuel, oil, or other chemicals in a manner that would expose workers.

1.04 POTENTIAL PHYSICAL AND OTHER HAZARDS

- A. The Work of the Contractor is described elsewhere in these specifications. Precautions to prevent all anticipated physical and other hazards, including heavy equipment and vessels, shall be addressed in the HASP.
- B. Specific aspects of construction resulting in physical hazards anticipated for this project include, but are not limited to the following:
 1. Operation of equipment, including excavators, loaders, and related equipment, presenting hazards of entrapment, ensnarement, and being struck by moving parts.
- C. Other anticipated physical hazards:
 1. Heat stress, such as that potentially caused by impermeable clothing (may reduce the cooling ability of the body due to evaporation reduction);
 2. Cold stress, such as that potentially caused during times when temperatures are low, winds are high, especially when precipitation occurs during these conditions;
 3. Biological hazards, such as mold, insect stings, or bites, poisonous plants (i.e., poison oak, sumac, etc.); and
 4. Trips and falls.
- D. Firewatch Procedures
 1. A firewatch is implemented to ensure the fire-safety of a building, structure or area in the event of any act (e.g., hot work) or situation instigating an increased risk of fire. The term "firewatch" is used to describe a dedicated person or persons whose sole responsibility is to look for fires within an established area.
 2. A firewatch is required when all hot work is being performed.
 3. The firewatch is to perform the following functions:
 - a. Firewatch personnel are to keep diligent watch for fires in the general area where the work is being performed.
 - b. Firewatch personnel are to be familiar with facilities and procedures for sounding an alarm in the event of a fire.
 - c. Firewatch personnel are to have fire extinguishing equipment readily available and be trained in its use, including practice on test fires.
 - d. Firewatch personnel are to inspect the site prior to hot work activities to ensure that combustibles are removed or covered and that any nearby holes or penetrations in the ground and walls are sealed or covered with fire-safe materials.

- e. Firewatch personnel are to watch for fires in all exposed areas. If a fire is located, firewatch personnel are to sound the evacuation alarm immediately and after that try to extinguish the fire, only when obviously within the capacity of the equipment available.
- f. The firewatch is to be maintained for at least 120 minutes after completion of hot work such as cutting, welding, or other open flame operations, in order to detect and extinguish smoldering and flaming fires. During this time, the work area and other adjacent areas where sparks or flame may have traveled are to be searched for signs of combustion.

PART 2 - PRODUCTS

2.01 SAFETY SIGNAGE

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

2.02 PRODUCTS SPECIFIED FOR HEALTH AND SAFETY

- A. Provide the equipment and supplies necessary to support the work as described in the site-specific HASP. Equipment and supplies may include, but are not limited to:
 - 1. All chemicals to be used on site;
 - 2. A hazardous materials inventory and SDSs for the chemicals brought on site;
 - 3. Enclosure equipment (for dust and asbestos fiber control);
 - 4. Fencing and barriers;
 - 5. Warning signs and labels;
 - 6. Trenching equipment;
 - 7. Fire extinguishers;
 - 8. Equipment to support hot work;
 - 9. Equipment to support lockout/tagout procedures;
 - 10. Scaffolding and fall protection equipment;
 - 11. Personal protective equipment (hard hats, foot gear, skin, eye, and respiratory protection);
 - 12. Area and personnel exposure monitoring equipment;
 - 13. Demolition equipment and supplies;
 - 14. Decontamination equipment and supplies;
 - 15. First aid equipment;
 - 16. Spill response and spill prevention equipment; and
 - 17. Field documentation logs/supplies.

PART 3 - EXECUTION

3.01 WORK AREA PREPARATION

- A. Contractor shall comply with health and safety rules, regulations, ordinances promulgated by the local, state, and federal government, the various construction permits, and other sections of the Contract Documents. Such compliance shall include, but not be specifically limited to: any and all protective devices, equipment and clothing; guards; restraints; locks; latches; switches;

and other safety provisions that may be required or necessitated by state and federal safety regulations. The Contractor shall determine the specific requirements for safety provisions and shall have inspections and reports by the appropriate safety authorities to be conducted to ensure compliance with the intent of the regulations.

- B. Contractor shall inform employees, subcontractors and their employees of the potential danger in working with any potentially regulated materials, equipment, soils and groundwater at the project site.
 1. The Contractor shall not proceed with jobsite activities that might result in exposure of employees to hazardous materials, including asbestos, until the HASP is reviewed by the Engineer.
 2. In addition, the Engineer will submit a copy of the Contractor's HASP to Ecology for review. Ecology and the Engineer will review but not approve HASP.
- C. All Contractor employees expected to work at the jobsite or individuals entering the jobsite shall read the Contractor HASP before they enter the jobsite, and will sign a statement provided by the Contractor that they have read and understand the HASP. A copy of the Contractor's HASP shall be readily available at the site at all times the work is being performed.
- D. The Contractor's HASP shall be amended as needed by the CIH or CSP to include special work practices warranted by jobsite conditions actually encountered. Special practices could include provisions for decontamination of personnel and equipment, and the use of special equipment not covered in the initial plan.
- E. Contractor shall perform whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees of the Engineer, Engineer's Representative, and Contractor) and property during the Contract period. This requirement applies continuously and is not limited to normal working hours.
- F. The Engineer's review of the Contractor's performance does not include an opinion regarding the adequacy of, or approval of, the Contractor's safety supervisor, the site-specific HASP, safety program or safety measures taken in, on, or near the job site.
- G. Accidents causing death, injury, or damage must be reported immediately to the Engineer and the Port Security Department in person or by telephone or messenger. In addition, promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- H. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing within 24 hours after occurrence, to the Engineer, giving full details of the claim.

3.02 SITE SAFETY AND HEALTH OFFICER

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

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

3.03 SPILL PREVENTION AND CONTROL

A. The Contractor shall be responsible for prevention, containment and cleanup of spilling petroleum and other chemicals/hazardous materials used in the Contractor's operations. All such prevention, containment and cleanup costs shall be borne by the Contractor.

B. The Contractor is advised that discharge of oil, fuel, other petroleum, or any chemicals/hazardous materials from equipment or facilities into state waters or onto adjacent land is not permitted under state water quality regulations.

C. In the event of a discharge of oil, fuel or chemicals/hazardous materials into waters, or onto land with a potential for entry into waters, containment and cleanup efforts shall begin immediately and be completed as soon as possible, taking precedence over normal work. Cleanup shall include proper disposal of all spilled material and used cleanup materials.

D. The Contractor shall, at a minimum, take the following measures regarding spill prevention, containment and cleanup:

1. Fuel hoses, lubrication equipment, hydraulically operated equipment, oil drums and other equipment and facilities shall be inspected regularly for drips, leaks or signs of damage, and shall be maintained and stored properly to prevent spills. Proper security shall be maintained to discourage vandalism.
2. All land-based chemical, oil and products' storage tanks shall be diked, contained and/or located so as to prevent spills from escaping into the water. Dikes and containment area surfaces shall be lined with impervious material to prevent chemicals or oil from seeping through the ground and dikes.
3. All visible floating sheen shall be immediately contained with booms, dikes or other appropriate means and removed from the water prior to discharge into state waters. All visible spills on land shall be immediately contained using dikes, straw bales or other appropriate means and removed using sand, sawdust or other absorbent material, which shall be properly disposed of by the Contractor. Waste materials shall be temporarily stored in drums or other leak-proof containers after cleanup and during transport to disposal. Waste materials shall be disposed offsite in accordance with applicable local, state and federal regulations.
4. In the event of any oil or product discharges into public waters, or onto land with a potential for entry into public waters, the Contractor shall immediately notify the Port Security at their listed 24-hour response number:
 - a. Port Security: 253-383-9472

E. The Contractor shall maintain the following materials (as a minimum) at each of the project sites:

1. Oil-absorbent booms: 100 feet;
2. Oil-absorbent pads or bulk material, adequate for coverage of 200 square feet of surface area;
3. Oil-skimming system; and
4. Oil dry-all, gloves and plastic bags.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS
SECTION 01 35 29 - HEALTH SAFETY AND EMERGENCY RESPONSE

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 NOTIFICATION AND SUSPENSION

A. In the event the Contractor detects the presence of potentially regulated materials not previously identified in this specification, the Contractor shall stop work and immediately notify the Port. Following such notification by the Contractor, the Port shall in turn notify the various governmental and regulatory agencies concerned with the presence of regulated materials, if warranted. Depending upon the type of materials identified, the Port may suspend work in the vicinity of the discovery under the provisions of General Conditions.

1. Following completion of any further testing necessary to determine the nature of the materials involved, the Port will determine how the material shall be managed. Although the actual procedures used in resuming the work shall depend upon the nature and extent of the regulated material, the following alternate methods of operation are foreseen as possible:
 - a. Contractor to resume work as before the suspension.
 - b. Contractor to move its operations to another portion of the work until measures to eliminate any hazardous conditions can be developed and approved by the appropriate regulatory agencies.
 - c. The Port to direct the Contractor to dispose or treat the material in an approved manner.
 - d. The Port to terminate or modify the Contract accordingly, for unforeseen conditions.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTALS

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

PART 2 - PRODUCTS - NOT USED

PART 3 – EXECUTION

3.01 AIR POLLUTION CONTROL

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

3.02 NOISE CONTROL

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

END OF SECTION

PART 1 - GENERAL

1.01 PERMITS, CODES, AND REGULATIONS

- A. The following permits/approvals have been applied for (or are on file) and incorporated into the Contract:
 1. City of Tacoma Building Permits, BLDCA10-0545, BLDCA10-0546, BLDCA10-0547, BLDCA10-0548, BLDCA10-0549, Appendix B
 2. State Environmental Policy Act (SEPA) Exemption, Appendix C
 3. Shoreline Substantial Development Permit Exemption, Appendix D
- B. Conform with the requirements of listed permits and additional or other applicable permits, codes, and regulations as may govern the Work.
- C. Obtain and pay fees for licenses, permits, inspections, and approvals required by laws ordinances, and rules of appropriate governing or approving agencies necessary for proper completion of Work (other than those listed under item 1.01.A above and Special Inspections called for by the International Building Code).
- D. Conform with current applicable codes, regulations and standards, which is the minimum standard of quality for material and workmanship. Provide labor, materials, and equipment necessary for compliance with code requirements or interpretations, although not specifically detailed in Drawings or specifications. Be familiar with applicable codes and standards prior to bidding.
- E. Process through Engineer, request to extend, modify, revise, or renew any of the permits (listed in 1.01.A above). Furnish requests in writing and include a narrative description and adequate Drawings to clearly describe and depict proposed action. Do not contact regulatory agency with requests for permit extensions, modifications, revisions, or renewals without the prior written consent of the Engineer.

1.02 VARIATIONS WITH CODES, REGULATIONS AND STANDARDS

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

1.03 COORDINATION WITH REGULATORY AGENCIES

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

PART 2 - PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 QUALITY ASSURANCE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 QUALITY CONTROL FOR COMPLIANCE:

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

1.02 QUALITY ASSURANCE - CONTROL OF INSTALLATION

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

1.03 TOLERANCES

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

1.04 TESTING SERVICES

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

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

1.05 MANUFACTURER'S FIELD SERVICES

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 TEMPORARY UTILITIES

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

1.03 TELECOMMUNICATIONS SERVICES

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

1.04 TEMPORARY SANITARY FACILITIES

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

1.05 BARRIERS

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

1.06 FENCING

- A. Provide 6 ft. (1.8 m) high fence around the laydown area; equip with vehicular gates with locks.

1.07 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.08 INTERIOR ENCLOSURES

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

1.09 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

PART 2 - PRODUCTS

2.01 SIGNS, SIGNALS, AND DEVICES

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

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 the Terminal Operator.
- B. Provide unimpeded access for emergency vehicles. Maintain 20 foot (6 m) width driveways with turning space between and around combustible materials.
- C. Provide and maintain access to fire hydrants free of obstructions.

3.03 PARKING

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

3.04 CONSTRUCTION PARKING CONTROL

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

3.05 TRAFFIC CONTROL

- A. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- B. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, flaggers and other traffic control devices necessary for the safe ingress and egress of the Project Site. Traffic control shall include but is not limited to:

1. Flaggers to direct traffic as required by Tacoma Rail to accommodate the Contractor's work.
2. The Contractor shall be liable for injuries and damages to persons and property suffered by reason of the Contractor's operations or any negligence in connection therewith.
3. Flagging, signs, and all other traffic control devices furnished or provided shall conform to established WSDOT and City of Tacoma standards. No work shall be done on or adjacent to the above locations until all necessary signs and traffic control devices are in place. During the course of the work, the Contractor shall be responsible for providing and maintaining adequate traffic control measures for the protection of the Contractor's work and the public.

3.06 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.

3.07 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.

3.08 REMOVAL, REPAIR

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

3.09 PUBLIC STREET AND ONSITE ROADWAY CLEANING

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

END OF SECTION

PART 1 – GENERAL

1.01 SUMMARY

- A. The Work shall consist of planning, installing, inspecting, maintaining and removing Best Management Practices (BMPs) to prevent pollution of air and water; and to control, respond to, and dispose of eroded sediment and turbid water during the term of the Contract.
- B. These TESC requirements shall apply to all areas associated with the Work, including but not limited to the following:
 1. Work areas;
 2. Equipment and material storage areas;
 3. Staging areas;
 4. Stockpiles; and
 5. Discharge points within or adjacent to the work areas that are impacted by stormwater runoff from the site.
- C. Contractor shall read and conform to all requirements set forth in Washington Department of Ecology's (Ecology) Phase I Municipal Stormwater Permit (MS4) for projects less than one acre.

1.02 REFERENCES

- A. The rules, requirements, and regulations that apply to this Work include, but are not necessarily limited to the following:
 1. Washington Department of Ecology, "Stormwater Management Manual for Western Washington," current version.
 2. Washington Department of Ecology Phase I Municipal Stormwater Permit (MS4), current version.
 3. Washington State Department of Transportation, current version, Standard Specification M41-10, Division 8-01 Erosion Control and Water Pollution Control.
 4. Pierce County Stormwater and Site Development Manual, current version (if applicable).

1.03 SUBMITTALS

- A. Prior to the start of any construction activities, a Construction Stormwater Pollution Prevention Plan (SWPPP), as required by the MS4 or acceptance of Port provided SWPPP. The Port's short form can be found in the Appendix.
 1. Contractor shall comply with a Contractor provided project SWPPP.
 2. Contractor shall be responsible for updating the project SWPPP during construction to reflect the required changes to BMPs and personnel, as needed, to comply with the MS4 at no additional cost to the Port.

PART 2 – PRODUCTS

PART 3 – EXECUTION

3.01 GENERAL

- A. The Port has obtained a Phase I Municipal Stormwater Permit (MS4). The Contractor shall be responsible for compliance with Special Condition S6.E for the duration of the project.

- B. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply as determined by the Engineer.
- C. No project discharge of water shall be allowed that exceeds the regulated pollutant levels in Ecology's NPDES permit associated with the Project.
- D. Contractor shall be solely responsible for all BMP modifications and upgrades to comply with the MS4 and the requirements of this Section, at no additional cost to the Port.
- E. Contractor shall be solely responsible for any damages and fines incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this Section.
- F. The Contractor shall be solely responsible for schedule impacts incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this Section.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTALS

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

PART 2 - PRODUCTS

2.01 NEW PRODUCTS

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

2.02 PRODUCT OPTIONS

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

PART 3 - EXECUTION

3.01 TRANSPORTATION AND HANDLING

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

3.02 STORAGE AND PROTECTION

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

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes information on,
 - 1. Warranties
 - 2. Operation and Maintenance Manuals
 - 3. Substantial Completion procedures
 - 4. Punchlist
 - 5. Final Completion Procedures
 - 6. Final Documents / As-Built Documents
- B. Prior to requesting final inspection, the Contractor shall assure itself that the project is complete in all aspects.

1.02 PROJECT SUBMITTALS

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

PART 2 - PRODUCTS

2.01 WARRANTY

- A. The Contractor warrants the labor, materials and equipment delivered under the contract to be free from defects in design, material, or workmanship, and against damage caused prior to final inspection. Unless otherwise specified, this warranty extends for a period of one (1) year from the date of Substantial Completion.
- B. The Contractor shall promptly (within 48-hours) repair or replace all defective or damaged items delivered under the contract. The Contractor will haul away all defective or damaged items prior to Substantial Completion.
- C. In the event of equipment failure, during such time or in such a location that immediate repairs are mandatory, the Contractor shall respond promptly, irrespective of time. If the Contractor is not available, the Port will effect repairs. The Contractor shall then reimburse the Port for parts and labor necessary to correct deficiencies as defined within the warranty clause and time.

2.02 OPERATION AND MAINTENANCE MANUALS

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

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

11. Lubricants shall be described in detail, including type, recommended manufacturer, and manufacturer's specific compound to be used.
12. If manufacturer's standard brochures and manuals are used to describe operating and maintenance procedures, such brochures and manuals shall be modified to reflect only the model or series of equipment used on this project.
13. Extraneous material shall be crossed out neatly or otherwise annotated or eliminated. It shall be the responsibility of the Contractor to ensure that all operation and maintenance materials are obtained. Material submitted must meet the approval of the Engineer prior to project acceptance.

PART 3 - EXECUTION

3.01 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request:
 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Port unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 3. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by the Contract Document or Engineer. Label with manufacturer's name and model number where applicable.
 4. Submit test/adjust/balance records.
 5. Submit changeover information related to Port's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request:
 1. 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 10 days prior to the date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Notice of Substantial Completion after inspection or will notify Contractor of items, either on the Contractor's list or additional items identified by the Engineer, that must be completed or corrected before notice will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

3.02 PUNCH LIST (LIST OF INCOMPLETE ITEMS)

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

3.03 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete and submit the following:
 - 1. Submittal of all remaining items, including as-built documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, surveys, and similar final record information and all other submittals defined in the Contract Documents.
 - 2. List of Incomplete Items: Submit copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (Punch List). Copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be complete and ready for final inspection and tests. On receipt of request, the Engineer will either proceed with inspection or notify contractor of unfulfilled requirements.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- C. Execution of all Change Orders

3.04 FINAL ACCEPTANCE PROCEDURES

- A. Submittals Prior to Final Acceptance:
 - 1. Receipt and approval of application for final payment; due within seven (7) days of receipt of Final Completion by the Engineer;
 - 2. Contractor's signed waiver and release of claims on the Engineer provided form;
 - 3. Contractor's submittal of list of all suppliers and subcontractors and the total amounts paid to each on the Engineer provided form; and

4. Contractor's submittal of a list of all subcontractors and suppliers requiring Affidavits of Wages paid on the Contract and certify that each of companies will submit an approved Affidavit of Wages paid to the Port within 30 days.

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

3.05 FINAL DOCUMENTS

A. Project As-Built Drawings

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

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTALS

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

PART 2 - PRODUCTS

2.01 PATCHING MATERIALS

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

PART 3 - EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

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

3.03 GENERAL INSTALLATION REQUIREMENTS

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

3.04 CUTTING AND PATCHING

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

3.05 PROTECTION OF INSTALLED WORK

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

3.06 ADJUSTING

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

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

PART 2 - PRODUCTS

2.01 MATERIALS

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

PART 3 - EXECUTION

3.01 PROGRESS CLEAN-UP

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

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

3.02 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
 - f. Remove debris and surface dust from limited access spaces, including roofs, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Remove labels that are not permanent.
 - i. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - j. Leave Project clean and ready for occupancy.
 - C. Construction-waste Disposal: Comply with waste disposal requirements in Section 01 74 19.

3.03 REPAIR OF WORK

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

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

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes. Includes removal of hazardous materials and toxic substances (ACM)

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- B. Section 01 60 00 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- C. Section 01 74 19 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- D. Section 02 82 13 - Asbestos Abatement
- E. Section 07 01 50.19 - Preparation for Re-Roofing: Removal of existing roofing, roof insulation, flashing, trim, and accessories.

1.03 REFERENCE STANDARDS

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

1.04 SUBMITTALS

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

1.05 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
 - 1. Minimum of 5 years of documented experience for general construction, selective demolition per drawings.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 SCOPE

- A. Remove portions of existing buildings in the following sequence:
 - 1. Abatement of ACM at building 900 per drawings and specifications

2. Remove roofing, flashings, tar, roof felt, exposed mastics, deleterious material, organics, dirt, sand, and grime at areas of work shown in the drawings, down to the sheathing or substrate unless otherwise noted in the drawings.
3. Remove corrosion at areas shown in the drawings.
4. Remove existing skylights building 900

B. Remove other items indicated, for demolition salvage, relocation, and recycling.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public. . Port of Tacoma has provided, in Appendix A, Hazardous Building Materials Surveys dated October 23, 2018 for Buildings 975, 900, 700, 575 and 75 by Med-Tox Northwest. Perform all work involving demolition or disturbance of hazardous materials in accordance with applicable Federal, State and local regulations.
 1. Obtain required permits (if any).
 2. Comply with applicable requirements of NFPA 241.
 3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 4. Provide, erect, and maintain temporary barriers and security devices.
 5. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 6. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 7. Do not close or obstruct roadways or sidewalks without permit.
 8. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 9. Obtain written permission from Engineer when demolition equipment that will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Engineer.
- C. Do not begin removal until built elements to be salvaged or relocated have been removed.
- D. Protect existing structures and other elements that are not to be removed.
 1. Provide bracing and shoring.
 2. Prevent movement or settlement of adjacent structures.
 3. Stop work immediately if adjacent structures appear to be in danger.
 4. Do not flood or use pressure cleaning in any areas where water would infiltrate into the building. Provide temporary water proofing at no additional cost.
- E. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

- F. If hazardous materials are discovered during removal operations, stop work and notify Engineer.
- G. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.
- H. Perform demolition in a manner that maximizes salvage and recycling of materials.
 - 1. Dismantle existing construction and separate materials.
 - 2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.
- I. It should be assumed that the extent 'rigid roof insulation' throughout Building 75, Building 575 and Building 975 are similar to expanded polystyrene (EPS).

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Engineer before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- D. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, Telecommunications, and security cameras): Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. Verify that abandoned services serve only abandoned facilities before removal.
 - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- F. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.

2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
3. Repair adjacent construction and finishes damaged during removal work.
4. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL

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

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Removal and disposal of asbestos-containing materials (ACM).
- B. Related Requirements:
 - 1. Section 01 33 00 – Submittal Procedures
 - 2. Section 02 41 00 – Demolition

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. See DIVISION 01

1.03 DESCRIPTION OF WORK

- A. General work items include, but are not necessarily limited to:
 - 1. The Contractor shall supply all labor, materials, services, insurance, special permits and equipment necessary to accomplish asbestos abatement. The scope of asbestos work is to remove all asbestos materials from the roof as part of the roof repairs or replacement.
 - 2. Port of Tacoma has provided in Appendix A, a Hazardous Building Materials Survey dated October 23, 2018 for Building 900 by Med-Tox Northwest. Remove all identified asbestos as part of this work.

1.04 APPLICABLE REGULATIONS

- A. The most recent edition of any relevant regulation, standard, document or code shall be in effect during the Work, regardless of the effective date of this Specification's governing Contract. Where conflict among the requirements or with these Specifications exists, the most stringent requirements shall be utilized. All regulatory revisions and requirements relating to this project after the Contract is signed shall, nonetheless, be incorporated at no additional cost to the Owner
- B. Code of Federal Regulations (CFR)
 - 1. 29 CFR Part 1910: Occupational Safety and Health Standards
 - 2. 29 CFR Part 1926: Safety and Health Regulations for Construction
 - 3. 40 CFR Part 262: Standards Applicable to Generators of Hazardous Waste
- C. Washington Administrative Code (WAC)
 - 1. WAC 296-65: Asbestos Removal and Encapsulation
 - 2. WAC 296-62-077: Asbestos, Tremolite, Anthophyllite, and Actinolite
 - 3. WAC 296-155-176: Safety Standards for Construction

1.05 DEFINITIONS

- A. Abatement: Procedures to control fiber release from ACM including removal, encapsulation, enclosure and repair. For this contract all ACM must be removed.
- B. Asbestos: Includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that have been chemically treated and/or altered.

- C. Asbestos Containing Material (ACM): Any material or product containing more than one (1) percent asbestos by weight.
- D. Authorized person: Means any person authorized by the Contractor and required by work duties to be present in regulated areas.
- E. Class I Asbestos Work: Means activities involving the removal of thermal system insulation (TSI) and surfacing ACM and presumed ACM (PACM).
- F. Class II Asbestos Work: Means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.
- G. Competent person: Means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. In addition, one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them.

The competent person shall be certified as an asbestos supervisor in compliance with WAC 296-65-030(3) and 296-65-012 for Class I and Class II work, and for Class III and Class IV work involving 3 square feet or 3 linear feet or more of asbestos-containing material. For Class III and Class IV work, involving less than 3 square feet or 3 linear feet, the competent person shall be trained in an operations and maintenance (O&M) course which meets the criteria of EPA (40 CFR 763.92(a)(2)).

- H. Demolition Waste: Building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous. This term includes, but is not limited to, asphalt, concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, pipe and steel.
- I. Hazardous substance: Means a substance which, by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating, or otherwise harmful, is likely to cause death or injury.
- J. Hazardous Waste: Means those wastes designated by 40 CFR 261, and regulated as hazardous and/or mixed waste by the United States Environmental Protection Agency (EPA).
- K. Negative Exposure Assessment: Demonstration by the Contractor that employee exposure during an operation is expected to be consistently below permissible exposure limits (PELs).
- L. Qualified: Means one who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his ability to solve or resolve problems relating to the subject matter, the work, or the project.
- M. Regulated Area: Means an area established by the employer to demarcate areas where Class I, II, and III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate; and a work area within which airborne concentrations of asbestos, exceed or there is a reasonable possibility they may exceed the permissible exposure limit.
- N. Removal: All operations where ACM and/or PACM is taken out or stripped from structures or substrates, and includes demolition operations
- O. Solid Waste: Means those wastes designated by 40 CFR 261.

P. Thermal System Insulation (TSI): Means ACM applied to pipes, fittings, boilers, breeching, tanks, ducts or other structural components to prevent heat loss or gain.

1.06 SUBMITTALS

A. Submit the product data for the following items consistent with Section 01 33 00 – Submittal Procedures:

1. Asbestos Waste Management Plan: Prior to starting work, submit for review by the Project Representative a Plan to complete the work of this Section that includes the following:
 - a. Methods and sequence.
 - b. Procedures and methodology to reduce worker exposure to the hazardous substances during abatement activities.
 - c. Identify the designated disposal site for ACM generated during the Work.
 - d. Submit permits, approvals, and regulatory agency or jurisdiction requirements (PSCAA and DOSH Notifications as required)
 - e. Contractor's Waste Management Plan will not otherwise relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.
2. Certifications: Prior to starting work, submit the following:
 - a. Competent Person Certification: submit current Certified Asbestos Supervisor documentation in compliance with WAC 296-65 and WAC 296-62-077.
 - b. Worker Certification: All workers performing asbestos-related work have completed all necessary training and medical evaluations in compliance with WAC 296-65 and WAC 296-62-077.
 - c. Contractor Certification: Certified asbestos abatement contractor in the State of Washington, Washington State Department of Labor and Industries (L&I).
3. Asbestos Abatement Certification: Provide written letter to the Owner that the work was completed, meeting Contract requirements.
4. Disposal Manifests: Copy of completed and signed hazard waste manifest(s), on appropriate form.

1.07 QUALITY ASSURANCE

A. Asbestos Supervisor: Provide a Supervisor and designated alternate who are “competent persons”, as defined in WAC 296-62-077, to direct the abatement work and insure compliance with Federal, State and Local ordinances and regulations.

1.08 SITE CONDITIONS

A. Building will not be vacated during the work. Protect building and occupants from asbestos contamination during the abatement work. Provide interior and exterior asbestos air monitoring during all asbestos abatement work to confirm airborne fibers are within WAC 296-62-077 requirements.

B. Asbestos: A hazardous materials survey for asbestos-containing materials has been prepared by the Port and is part of this specification section. Contractor shall maintain a copy on-site at all times until abatement is completed.

1. Asbestos: Presumed or confirmed asbestos-containing material was identified. Refer to the survey for asbestos-containing materials found, location and approximate quantity.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of asbestos removal required. All asbestos-containing materials will be removed from the Site.
- B. Exposure Assessment: Per WAC 296-62-07728 ensure that a "competent person" conducts an exposure assessment immediately before or at the initiation of the work to ascertain expected exposures during that operation or workplace. The assessment must be completed in time to comply with requirements which are triggered by exposure data or the lack of a "negative exposure assessment," and to provide information necessary to assure that all control systems planned are appropriate for the work and will work properly.
 1. Air samples shall be analyzed within 24-hours and sample results submitted to the Port of Tacoma daily.
 2. Post air samples on-site daily for multi-employer communication as required by WAC 296-62-07706(4).

3.02 PREPARATION

- A. Prepare all drawings, documents, and applications and obtain all government agency approvals and permits required for asbestos abatement activities.
- B. Shore or brace the walls and floor of a structure damaged by fire, flood, explosion or other cause when work within a structure is required.
 1. When an engineering survey indicates that the structural integrity of the building will not allow the safe removal of hazardous substances prior to demolition, the building may be demolished in-place without prior removal but with proper coordination with PSCAA and DOSH requirements.
- C. Signing: Install warning signs demarcating the regulated area(s) and where use of respirators and protective clothing is required meeting the requirements of WAC 296-62-07717.

3.03 ASBESTOS REMOVAL

- A. Conduct work meeting the requirements of federal, state and local regulations, including WAC 296-65, WAC 296-62-077 and Puget Sound Clean Air Agency.
- B. Set up, demarcate and restrict access to regulated area(s), enclosure or other containment.
- C. Conduct all Class I, II and III asbestos work within regulated areas.
- D. Conduct asbestos removal operations to prevent damage to adjacent buildings and facilities to remain.
 1. Protect existing site improvements, appurtenances, and landscaping that are designated to remain in place. Protect interior building components, occupants and items from water infiltration and/or damage during the asbestos abatement work.
 2. Isolate and lock-out all roof top mechanical systems during abatement work. Seal all penetrations into the building prior to beginning asbestos abatement activities; provide temporary heating or cooling in accordance with the contract requirements.

- E. Supervision: Ensure that all asbestos work performed within regulated areas is supervised by a competent person. The duties of the competent person are set out in WAC 296-62-07728.
- F. Labeling: Affix warning labels to all raw materials, mixtures, scrap, waste, debris, and other products containing asbestos fibers, or to their containers meeting the requirements of WAC 296-62-07721(6).

3.04 DISPOSAL OF MATERIAL

- A. Removed materials shall become the Contractor's property and shall be removed from the Site and disposed of in an appropriate and legal manner.
- B. Waste disposal. Asbestos waste, scrap, debris, bags, containers, equipment, and contaminated clothing consigned for disposal shall be collected and disposed of in sealed, labeled, impermeable bags or other closed, labeled, impermeable containers except in roofing operations where the procedures specified in WRD 23.35 apply.
- C. Legally transport materials to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal or recycling.
- D. Do not burn, bury or otherwise dispose of rubbish and waste materials on Site.

3.05 CLEANING

- A. Remove tools, equipment and demolished materials and waste from site upon completion of abatement work. Certify abatement is complete and that the contractor's "Competent Person" has inspected the work and confirmed all asbestos materials have been removed as specified.
- B. Remove protections and dispose as asbestos waste, as required by PSCAA Regulation III, Article 4.
- C. Dry sweeping, shoveling or other dry clean-up of dust and debris containing ACM and PACM is prohibited.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Shop fabricated steel items.
- B. Prefabricated ladders and ship ladders.

1.02 RELATED REQUIREMENTS

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

1.03 REFERENCE STANDARDS

- A. 29 CFR 1910.23 - Ladders; current edition.
- B. 29 CFR 1910.28 - Duty to have Fall Protection and Falling Object Protection; Current Edition.
- C. 29 CFR 1910.29 - Fall Protection Systems and Falling Object Protection - Criteria and Practices; Current Edition.
- D. ALI A14.3 - Ladders - Fixed - Safety Requirements; 2014.
- E. ANSI A14.3 - American National Standard for Ladders -- Fixed -- Safety Requirements; 2008.
- F. ANSI/ASSP Z359.16 - Safety Requirements for Climbing Ladder Fall Arrest Systems; 2016.
- G. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
- H. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2018.
- I. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- J. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2013.
- K. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2014 (Editorial 2017).
- L. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.
- M. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2017.
- N. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2012.
- O. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015, with Errata (2016).
- P. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic"); 2002 (Ed. 2004).

1.04 SUBMITTALS

- A. Product Data: Provide manufacturer's data sheets on each ladder safety system product to be used, including installation instructions.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.

1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
2. Design data: Submit drawings and supporting calculations, signed and sealed by a qualified professional structural engineer.
 - a. Include the following, as applicable:
 - 1) Member sizes and gages.
 - 2) Details of connections.
 - 3) Support reactions.
 - 4) Bracing requirements and additional building structure by others.
- C. Certificate: Provide documentation that ladder safety system products of this section meet or exceed cited 29 CFR 1910.28, 29 CFR 1910.29, ANSI/ASSP Z359.16, and ANSI A14.3 requirements.
- D. Welders' Certificates: Submit certification for welders employed on the project, verifying AWS qualification within the previous 12 months.

1.05 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.01 MATERIALS - STEEL

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

2.02 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.03 FABRICATED ITEMS

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

2.04 PREFABRICATED LADDERS (APPROVED EQUIVALENT)

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

PART 3 - EXECUTION

3.01 EXAMINATION

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

3.02 INSTALLATION

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

3.03 TOLERANCES

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

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Formed metal stair tread gratings.

1.02 RELATED REQUIREMENTS

- A. Section 05 50 00 - Metal Fabrications.

1.03 REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
- B. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- C. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- D. ASTM A786/A786M - Standard Specification for Hot-Rolled Carbon, Low-Alloy, High-Strength Low-Alloy, and Alloy Steel Floor Plates; 2015.
- E. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2017.
- F. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer; 1999 (Ed. 2004).

1.04 SUBMITTALS

- A. Shop Drawings: Indicate details of component supports, openings, perimeter construction details, and tolerances.
- B. Manufacturer's Installation Instructions: Indicate special requirements for opening and perimeter framing.

1.05 QUALITY ASSURANCE

- A. Designer Qualifications: Design gratings and plates under direct supervision of a licensed Professional Engineer experienced in design of this type of work.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Direct Metals; anti-slip stair tread, Stainless Steel 13ga, 12" deep, 2-in height or equal.

2.02 PERFORMANCE REQUIREMENTS

- A. Comply with applicable code for loading requirements.

2.03 MATERIALS

- A. Steel Floor Plate: ASTM A786/A786M; manufacturer's standard pattern.
- B. Sheet Steel for Die Stamping: ASTM A1011/A1011M Designation CS hot-rolled sheet.
- C. Steel Framing: ASTM A36/A36M shapes, unfinished.

2.04 ACCESSORIES

- A. Fasteners and Saddle Clips: stainless steel:

2.05 FABRICATION

- A. Fabricate grates and plates to accommodate design loads.
- B. Top Surface: Serrated.

2.06 FINISHES

- A. Stainless steel

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated on drawings.
- B. Verify that opening sizes and dimensional tolerances are acceptable.
- C. Verify that supports are correctly positioned.

3.02 INSTALLATION

- A. Install components in accordance with manufacturer's instructions.
- B. Place frames in correct position, plumb and level.
- C. Secure to prevent movement.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Structural dimension lumber framing.
- B. Non-structural dimension lumber framing.
- C. Rough opening framing for doors, windows, and roof openings.
- D. Sheathing.
- E. Roof-mounted curbs.
- F. Roofing nailers.
- G. Fire retardant treated wood materials.
- H. Miscellaneous framing and sheathing.
- I. Miscellaneous wood nailers, furring, and grounds.

1.02 RELATED REQUIREMENTS

- A. Section 06 18 00 - Glued-Laminated Construction.

1.03 REFERENCE STANDARDS

- A. AWC (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings; 2015.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.
- D. ASTM D2898 - Standard Test Methods for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing; 2010 (Reapproved 2017).
- E. AWPA U1 - Use Category System: User Specification for Treated Wood; 2017.
- F. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. PS 1 - Structural Plywood; 2009.
- H. PS 2 - Performance Standard for Wood-Based Structural-Use Panels; 2010.
- I. PS 20 - American Softwood Lumber Standard; 2015.

1.04 SUBMITTALS

- A. Shop drawings for glu-laminated, composite and engineered structural wood products.
- B. Joist hangers, metal or steel connections, fasteners.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

1.06 WARRANTY

- A. Correct defective Work within a five year period after Date of Substantial Completion.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
 2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Stud Framing (2 by 2 through 2 by 6 (50 by 50 mm through 50 by 150 mm)):
 1. Grade: No. 2.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 1. Lumber: S4S, No. 2 or Standard Grade.
 2. Boards: Standard or No. 3.

2.03 EXPOSED DIMENSION LUMBER

- A. Sizes: Nominal sizes as indicated on drawings.
- B. Surfacing: S4S.
- C. Moisture Content: S-dry or MC19.

2.04 STRUCTURAL COMPOSITE LUMBER

- A. Structural Composite Lumber: Factory fabricated beams, headers, and columns, of sizes and types indicated on drawings; structural capacity as published by manufacturer.
 1. Manufacturers:
 - a. Boise Cascade Company; www.bc.com/#sle.
 - b. Weyerhaeuser Company; www.weyerhaeuser.com/#sle.

2.05 CONSTRUCTION PANELS

- A. Roof Sheathing: Any PS 2 type, rated Structural I Sheathing.
 1. Bond Classification: Exterior.
 2. Span Rating: 60.
 3. Performance Category: 3/4 PERF CAT.

- B. Wall Sheathing: Any PS 2 type.
 - 1. Bond Classification: Exterior.
 - 2. Grade: Structural I Sheathing.
 - 3. Span Rating: 24.
 - 4. Performance Category: 5/16 PERF CAT.
 - 5. Edge Profile: Square edge.

2.06 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, shop primed steel elsewhere.
- B. Joist Hangers: Hot dipped galvanized steel, sized to suit framing conditions.

2.07 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
- B. Fire Retardant Treatment:

PART 3 - EXECUTION

3.01 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 FRAMING INSTALLATION

- A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
- B. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- C. Install structural members full length without splices unless otherwise specifically detailed.
- D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes, AWC (WFCM) Wood Frame Construction Manual.

- E. Install horizontal spanning members with crown edge up and not less than 1-1/2 inches (38 mm) of bearing at each end.
- F. Construct double joist headers at floor and ceiling openings and under wall stud partitions that are parallel to floor joists; use metal joist hangers unless otherwise detailed.
- G. Provide bridging at joists in excess of 8 feet (2.3 m) span as detailed. Fit solid blocking at ends of members.
- H. Frame wall openings with two or more studs at each jamb; support headers on cripple studs.

3.04 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fire blocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.

3.05 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

3.06 INSTALLATION OF CONSTRUCTION PANELS

- A. Roof Sheathing: Secure panels with long dimension perpendicular to framing members, with ends staggered and over firm bearing.
 - 1. Nail panels to framing; staples are not permitted.
- B. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails, screws, or staples.

3.07 TOLERANCES

- A. Framing Members: 1/4 inch (6 mm) from true position, maximum.
- B. Variation from Plane (Other than Floors): 1/4 inch in 10 feet (2 mm/m) maximum, and 1/4 inch in 30 feet (7 mm in 10 m) maximum.

3.08 CLEANING

- A. Waste Disposal: Comply with the requirements of Section 01 74 19 - Waste Management.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Glue laminated wood beams and purlins.

1.02 RELATED REQUIREMENTS

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

1.03 REFERENCE STANDARDS

- A. AITC 117 - Standard Specifications for Structural Glued Laminated Timber of Softwood Species; 2010.
- B. AITC A190.1 - American National Standard for Wood Products - Structural Glued Laminated Timber; 2007.
- C. ASTM D2559 - Standard Specification for Adhesives for Bonded Structural Wood Products for Use Under Exterior Exposure Conditions; 2012a, with Editorial revision (2016).
- D. WWPA G-5 - Western Lumber Grading Rules; 2017.

1.04 SUBMITTALS

- A. Shop Drawings: Indicate framing system, sizes and spacing of members, loads and cambers, bearing and anchor details, bridging and bracing, framed openings, and other pertinent information.
- B. Erector's Qualification Statement.
- C. Manufacturers Qualifications

1.05 QUALITY ASSURANCE

- A. Manufacturer/Fabricator Qualifications: Company specializing in manufacture of glue laminated structural units with three years of documented experience, and certified by AITC in accordance with AITC A190.1.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect members to AITC requirements for not wrapped.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Glued-Laminated Structural Units:

- 1. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 GLUED-LAMINATED UNITS

- A. Glued-Laminated Units: Fabricate in accordance with AITC 117 Industrial grade.
 - 1. Verify dimensions and site conditions prior to fabrication.
 - 2. Cut and fit members accurately to length to achieve tight joint fit.
 - 3. Fabricate member with camber built in.
 - 4. Do not splice or join members in locations other than those indicated without permission.
 - 5. After end trimming, seal with penetrating sealer in accordance with AITC requirements.

2.03 FABRICATION

- A. Fabricate glue laminated structural members in accordance with AITC Industrial grade.
- B. Verify dimensions and site conditions prior to fabrication.
- C. After end trimming, seal with penetrating sealer in accordance with AITC requirements.
- D. Field Finishing of Members: Specified in Section 09 90 00.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that supports are ready to receive units.
- B. Verify sufficient end bearing area.

3.02 PREPARATION

- A. Coordinate placement of bearing items.

3.03 ERECTION

- A. Lift members using protective straps to prevent visible damage.
- B. Set structural members level and plumb, in correct positions or sloped where indicated.
- C. Provide temporary bracing and anchorage to hold members in place until permanently secured.
- D. Fit members together accurately without trimming, cutting, splicing, or other unauthorized modification.
- E. Swab and seal the interior wood surfaces of field drilled holes in members with primer.
- F. Field Finishing: Specified in Section 09 90 00.

3.04 TOLERANCES

- A. Framing Members: 1/2 inch (12 mm) maximum from true position.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Replacement of existing roofing system in preparation for entire new roofing system.
- B. Removal of existing roofing system in preparation for entire new roofing system.
- C. Removal of existing flashing and counter flashings.
- D. Temporary roofing protection.

1.02 RELATED REQUIREMENTS

- A. Section 07 54 23 - Thermoplastic Polyolefin Membrane Roofing.
- B. Section 07 56 00 - Fluid-Applied Roofing.
- C. Section 07 62 00 - Sheet Metal Flashing and Trim.

1.03 PRICE AND PAYMENT PROCEDURES

- A. See DIVISION 01.

1.04 REFERENCE STANDARDS

- A. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2018.
- B. PS 1 - Structural Plywood; 2009.

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with affected mechanical and electrical work associated with roof penetrations.
- B. Preinstallation Meeting: Convene one week before starting work of this section.
 - 1. Attendees:
 - a. Engineer.
 - b. Contractor.
 - c. Installer.
 - d. Roofing system manufacturer's field representative.
 - 2. Meeting Agenda: Provide agenda to participants prior to meeting in preparation for discussions on the following:
 - a. Removal and installation schedule.
 - b. Necessary preparatory work.
 - c. Protection before, during, and after roofing system installation.
 - d. Removal of existing roofing system.
 - e. Installation of new roofing system.
 - f. Temporary roofing and daily terminations.
 - g. Transitions and connection to and with other work.
 - C. Schedule work to coincide with commencement of installation of new roofing system.

1.06 QUALITY ASSURANCE

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

1.07 DELIVERY, STORAGE, AND HANDLING

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

1.08 FIELD CONDITIONS

- A. Existing Roofing System: Observations of existing roof system per Wetherholt and Associates, Inc. Additional details per drawings.
 - 1. Building 75, October 18, 2018: The roof area consists of a low slope roof over a conditioned guard station space. Core cuts of the roof, administered by MedTox, displayed two roof systems in place. The first (lower) roof layer is comprised of a foam insulation, similar to expanded polystyrene (EPS), installed over a wood deck, with a multiple ply asphalt roof system installed over the insulation. The second roof layer consists of a layer of fiberglass board insulation, with a multiple ply modified bitumen assembly installed in asphalt.
 - 2. Building 575, October 18, 2018: The roof area consists of a low slope roof over a conditioned guard station space. Core cuts of the roof, administered by MedTox, displayed two roof systems in place. The first (lower) roof layer is comprised of a foam insulation, similar to expanded polystyrene (EPS), installed over a wood deck, with a multiple ply asphalt roof system installed over the insulation. The second roof layer consists of a layer of fiberglass board insulation, with a multiple ply modified bitumen assembly installed in asphalt.
 - 3. Building 700, October 29, 2018: The roof consists of two roof areas, with the eastern most roof area considered a canopy roof. Core cuts of the roof, administered by MedTox, displayed three roof systems in place over the conditioned space roof area. The first (lower) roof layer is comprised of a fiberglass board insulation, installed over a wood deck, with a multiple ply asphalt roof system installed over the insulation. The second roof layer consists of a fiberglass board insulation, with a multiple ply asphalt roof system, installed over the previous roof system. The third layer consists of a multiple ply modified bitumen assembly installed in asphalt, over fiberglass board insulation. At the east canopy roof, one roof system is in place, consisting of a multiple ply modified bitumen assembly, installed in asphalt over a wood deck.
 - 4. Building 900, October 29, 2018: The roof consists of two roof areas: a small roof area over a conditioned space to the west and a large canopy roof at the east. Core cuts of the roof, administered by MedTox, displayed three roof systems in place over the conditioned space roof area. The first (lower) roof layer is comprised of a fiberglass board insulation, installed over a wood deck, with a multiple ply asphalt roof system installed over the insulation. The second roof layer consists of a fiberglass board insulation, with a multiple ply asphalt roof system installed over the previous roof system. The third layer consists of a multiple ply modified bitumen assembly, installed in asphalt over fiberglass board insulation, with a

reflective coating applied. At the east canopy roof, one roof system is in place, consisting of a multiple ply modified bitumen assembly, installed in asphalt over a wood deck. The eastern most roof area contains an asphalt glazed coating.

5. Building 975, October 18, 2018: The roof area consists of a low slope roof over a conditioned guard station space, with a metal canopy roof at the northeast elevation of the building. The canopy roof was not reviewed as part of this evaluation. Core cuts of the roof, administered by MedTox, displayed two roof systems in place. The first (lower) roof layer is comprised of a rigid foam insulation, installed over a wood deck, with what appears to be a thin multiple ply asphalt roof system installed over the insulation. The second roof layer consists of a layer of fiberglass board insulation, with a multiple ply modified bitumen assembly installed in asphalt.
- B. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.
- C. Maintain continuous temporary protection prior to and during installation of new roofing system.
- D. Provide notice at least three days before starting activities that will affect normal building operations.
- E. Verify that occupants have been evacuated from building areas when work on structurally impaired roof decking is scheduled to begin.
- F. Tenant will occupy building areas directly below re-roofing area.
 1. Provide Engineer with at least 48 hours written notice of roofing activities that may affect tenant operations and to allow them to prepare for upcoming activities as necessary.
 2. Do not disrupt tenant's operations or activities.
 3. Maintain access of tenant's personnel to corridors, existing walkways, and adjacent buildings.

PART 2 - PRODUCTS

2.01 COMPONENTS

- A. Refer to following sections for additional information on components relating to this work:
 1. Replacement and removal of existing roofing system in preparation for entire new roofing system, refer to Section 07 54 23.
 2. Recovering of existing roofing system in preparation for entire new roofing system, refer to Section 07 54 23.
 3. Remove existing flashing and counter flashings in preparation for replacement of these materials as part of this work, refer to Section 07 62 00 for material requirements.

2.02 MATERIALS

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

2.03 ACCESSORIES

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

PART 3 - EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 MATERIAL REMOVAL

- A. Remove only existing roofing materials that can be replaced with new materials the same day.
- B. Remove metal counter flashings.
- C. Remove damaged portions of roofing membrane, perimeter base flashings, flashings around roof protrusions, pitch pans and pockets.
- D. Cut and lay flat any membrane blisters.
- E. Remove damaged insulation and fasteners, cant strips, blocking, and replace with like materials.
- F. Repair existing wood deck surface to provide smooth working surface for new roof system.

3.04 INSTALLATION

3.05 PROTECTION

- A. Provide protection of existing roofing system that is not having work performed on it.
- B. Provide temporary protective sheeting over uncovered deck surfaces.
- C. Turn sheeting up and over parapets and curbing. Retain sheeting in position with temporary fasteners.
- D. Provide for surface drainage from sheeting to existing drainage facilities.
- E. Do not permit traffic under unprotected deck surface during operations.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Coating for waterproofing of stair surface

1.02 REFERENCE STANDARDS

- A. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2016.
- B. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2017.
- C. ICC-ES AC39 - Acceptance Criteria for Walking Decks; 2017.

1.03 SUBMITTALS

- A. Product Data: Include product characteristics and limitations. Identify dissolving solvents, fuels, and potential destructive compounds.
- B. Manufacturer's Installation Instructions: Include special field conditions required to install traffic membrane and potential incompatibilities with adjacent materials.
- C. Maintenance Data: Include procedures for stain removal, repairing surface, and cleaning.
- D. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Port of Tacoma's name and registered with manufacturer.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section, with not less than 5 years of documented experience.
- B. Applicator Qualifications: Company specializing in performing installation of traffic membrane, with minimum 5 years documented experience and approved by manufacturer.

1.05 MOCK-UP

- A. Locate where directed.
- B. Mock-up may remain as part of the Work.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Maintain storage area at minimum ambient temperature of 55 degrees F (13 degrees C).
- B. Keep away from fire or open flame.

1.07 FIELD CONDITIONS

- A. Do not install materials when temperature is below 50 degrees F (10 degrees C) or above 90 degrees F (32 degrees C).
- B. Maintain this temperature range, 24 hours before, during and 72 hours after application.
- C. Restrict traffic from area where materials are being installed or are curing.

1.08 WARRANTY

- A. Correct defective Work within a five year period after Date of Substantial Completion.

PART 2 - PRODUCTS

2.01 TRAFFIC COATINGS

- A. Pedestrian Coating: Fluid-applied polyurethane with slip-reducing aggregate surface.

1. Finished Coating Thickness: 50 mils, 0.050 inch (1.3 mm), minimum.
2. Leveling Compound/base coat: single source, approved by the finish coating manufacturer for exterior, exposed freeze-thaw resistant, for the specific application.
3. Manufacturers:
 - a. Gaco Western; GacoFlex U61: www.gaco.com/#sle.
 - b. Pacific Polymers International, Inc; www.pacpoly.com/#sle.
 - c. Tremco Commercial Sealants & Waterproofing; www.tremcosealants.com/#sle.
 - d. or approved equal.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that substrate is ready to receive work, surface is clean, dry and free of substances that could adversely affect bond.
- B. Do not begin work until concrete substrate has cured at least 28 days and moisture content is 16 percent or less.

3.02 PREPARATION

- A. Clean substrate surface free of foreign matter.
- B. Protect adjacent surfaces.

3.03 INSTALLATION

- A. Apply system materials in accordance with manufacturer's instructions.

3.04 PROTECTION

- A. Do not permit traffic over unprotected surfaces.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Board insulation and vapor retarder at perimeter foundation wall, over roof deck, and over roof sheathing.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Supporting construction for batt insulation.
- B. Section 07 54 23 - Thermoplastic Polyolefin (TPO) Membrane Roofing: Installation requirements for board insulation over low slope roof deck specified in this section.

1.03 REFERENCE STANDARDS

- A. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2017.
- B. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2018.
- C. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2017.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018.
- E. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2016a.

1.04 SUBMITTALS

- A. Tapered insulation shop drawings
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.

1.05 FIELD CONDITIONS

- A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

PART 2 - PRODUCTS

2.01 APPLICATIONS

- A. Insulation Over Roof Deck: Extruded polystyrene (XPS) board. Coverboard as required by the roofing manufacturer.

2.02 FOAM BOARD INSULATION MATERIALS

- A. Extruded Polystyrene (XPS) Board Insulation: Complies with ASTM C578 with either natural skin or cut cell surfaces.
 - 1. Type and Compressive Resistance: Type IV, 25 psi (173 kPa), minimum, unless noted otherwise by roofing manufacturer or in drawings.
 - 2. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.

3. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
4. Type and Thermal Resistance, R-value (RSI-value): Type IV, 5.0 (0.88) per 1 inch (25.4 mm) thickness at 75 degrees F (24 degrees C) mean temperature.
5. Board Edges: Square.
6. Type and Water Absorption: Type IV, 0.3 percent by volume, maximum, by total immersion.
7. Manufacturers:
 - a. Dow Chemical Company; STYROFOAM HIGHLOAD 40: www.dowbuildingsolutions.com/#sle.
 - b. Owens Corning Corporation; FOAMULAR Extruded Polystyrene (XPS) Insulation: www.ocbuildingspec.com/#sle.

2.03 BATT INSULATION MATERIALS

- A. Glass Fiber Batt Insulation: Flexible preformed batt or blanket, complying with ASTM C665; friction fit.
 1. Flame Spread Index: 75 or less, when tested in accordance with ASTM E84.
 2. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
 3. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
 4. Formaldehyde Content: Zero.
 5. Facing: Asphalt treated Kraft paper, one side.
 6. Manufacturers:
 - a. CertainTeed Corporation; www.certainteed.com.
 - b. Johns Manville; www.jm.com.
 - c. Owens Corning Corporation; EcoTouch PINK FIBERGLAS Insulation: www.ocbuildingspec.com/#sle.
 - d. or approved equal.

2.04 ACCESSORIES

- A. Sheet Vapor Retarder: Black polyethylene film reinforced with glass fiber square mesh, 10 mil (.25 mm) thick, fully adhered.
- B. Staples: Steel wire; electroplated or galvanized; type and size to suit application.
- C. Adhesive: Type recommended by insulation manufacturer for application.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.
- B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.

3.02 BOARD INSTALLATION OVER LOW SLOPE ROOF DECK

- A. Installation of board insulation over low slope roof deck as specified in Section 07 54 23.

3.03 BATT INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Install in exterior roof spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.
- E. Install with factory applied vapor retarder membrane facing warm side of building spaces. Lap ends and side flanges of membrane over framing members.
- F. Staple or nail facing flanges in place at maximum 6 inches (150 mm) on center.
- G. Tape seal butt ends, lapped flanges, and tears or cuts in membrane.
- H. Tape seal tears or cuts in vapor retarder.
- I. Extend vapor retarder tightly to full perimeter of adjacent window and door frames and other items interrupting the plane of the membrane. Tape seal in place.

3.04 PROTECTION

- A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Mechanically attached thermoplastic polyolefin (TPO) roofing membrane.
- B. Adhered system with thermoplastic polyolefin (TPO) roofing membrane.
- C. Insulation, flat and tapered.
- D. Vapor retarder.
- E. Deck sheathing.
- F. Flashings.
- G. Roofing stack boots and walkway pads.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Wood nailers and curbs.
- B. Section 07 01 50.19 - Preparation for Re-Roofing.
- C. Section 07 62 00 - Sheet Metal Flashing and Trim.

1.03 REFERENCE STANDARDS

- A. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2018.
- C. ASTM D6878 - Sheet thickness for TPO membranes, 2016
- D. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing; 2017.
- E. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2016.
- F. ASTM E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces; 2011.
- G. FM (AG) - FM Approval Guide; current edition.
- H. FM DS 1-28 - Wind Design; 2016.
- I. FM DS 1-29 - Roof Deck Securement and Above-Deck Roof Components; Factory Mutual System; 2016.
- J. NRCA (RM) - The NRCA Roofing Manual; 2018.
- K. UL 790 - Standard for Standard Test Methods for Fire Tests of Roof Coverings; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.
 - 1. Review preparation and installation procedures and coordinating and scheduling required with related work.

1.05 SUBMITTALS

- A. Product Data: Provide manufacturer's written information listed below.

1. Product data indicating membrane materials, flashing materials, insulation, vapor retarder, surfacing, and fasteners.
2. Preparation instructions and recommendations.
3. Storage and handling requirements.

B. Shop Drawings: Indicate joint or termination detail conditions, conditions of interface with other materials, and paver layout. Shop drawings must include

1. Outline of roof and size
2. Key plan (for multiple roof areas) with roof heights indicated
3. Deck type (for multiple deck types)
4. Perimeter and penetration details
5. Location and type of all penetrations
6. Sheet width and number of perimeter sheets for Mechanically Fastened systems
7. Fastener type, length and maximum spacing (for membrane securement) for Reinforced Mechanically Fastened systems

C. Samples for Verification: Submit two samples 12" by 12" inches in size illustrating installation mockup, including roof membrane, vapor barrier, insulation mechanical fasteners, adhesives, sample substrate, and seaming.

D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

E. Manufacturer's Field Reports: Indicate procedures followed, ambient temperatures, humidity, wind velocity during application, and supplementary instructions given.

F. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.

G. Specimen Warranty: For approval.

H. Warranty:

1. Submit manufacturer warranty and ensure that forms have been completed in Port of Tacoma's name and registered with manufacturer.
2. Submit installer's certification that installation complies with all warranty conditions for the waterproof membrane.

I. Manufacturer's Qualification Statement.

J. Installer's Qualification Statement.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum twenty (20) years of documented experience.

B. Installer Qualifications: Company specializing in performing the work of this section:

1. With minimum five (5) years documented experience.
2. Approved by membrane manufacturer.

C. Single Source Responsibility: Provide and install products from single source.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact.
- B. Store products in weather protected environment, clear of ground and moisture.
- C. Protect foam insulation from direct exposure to sunlight.
- D. Keep Material Safety Data Sheets (MSDS) at the project site at all times during transportation, storage, and installation of materials.
- E. Comply with all requirements of Engineer to prevent overloading or disturbance of the structure when loading materials onto the roof.

1.08 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather. Refer to manufacturer's written instructions.
- B. Proceed with work so new roofing materials are not subject to construction traffic as work progresses.
- C. Do not allow grease, oil, fats, or other contaminants to come into direct contact with membrane.

1.09 WARRANTY

- A. System Warranty: Provide manufacturer's system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.
 - 1. Warranty Term: 20 years.
 - 2. For repair and replacement include costs of both material and labor in warranty.
 - 3. Include accidental punctures according to the manufacturer's standard warranty terms.
 - 4. Include hail damage according to the manufacturer's standard warranty terms.
 - 5. Exceptions NOT Permitted:
 - a. Damage due to roof traffic.
 - b. Damage due to wind of speed greater than 56 mph (90 km/h) but less than 90 mph (145 km/h).

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. Carlisle SynTec: www.carlisle-syntec.com/#sle. Basis of Design
- B. or approved equal
 - 1. TPO top play weather face thickness shall be minimum 24mil above skrim
 - 2. Reflectivity warranty
 - 3. Induction welding at mechanical fasteners
 - 4. Single source membrane, insulation, metal edging, mechanical fasteners, pre-molded accessories, sealants & adhesives

2.02 ROOFING APPLICATIONS

- A. TPO Membrane Roofing: One ply membrane, fully adhered or mechanically fastened as indicated in drawings, over insulation.
- B. Roofing Assembly Performance Requirements and Design Criteria:
 - 1. Solar Reflectance Index (SRI): Minimum of 64 based on three-year aged value; if three-year aged data is not available, minimum of 82 initial value.
 - a. Calculate SRI in accordance with ASTM E1980.
 - b. Field applied coating may not be used to achieve specified SRI.
 - 2. Wind Uplift:
 - a. Designed to withstand wind uplift forces calculated with ASCE 7.
 - b. Design Wind Speed: 90 miles per hour.
 - 3. Factory Mutual Classification: Class 1 and windstorm resistance of 90 mph, in accordance with FM DS 1-28.
 - 4. Insulation Thermal Resistance (R-Value): 5 per inch, minimum; provide insulation of thickness required.
 - 5. Drainage: No standing water within 48 hours after precipitation.

2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS

- A. Membrane:
 - 1. Material: Thermoplastic Polyolefin (TPO) complying with ASTM D6878/D6878M.
 - 2. Reinforcing: Internal fabric.
 - 3. Thickness: 60 mils (0.060 inch) (1.5 mm), minimum.
 - 4. Sheet Width: Factory fabricated into largest sheets possible.
 - 5. Color: Gray.
 - 6. Product:
 - a. Carlisle Sure-Weld.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Membrane Fasteners: As recommended and approved by membrane manufacturer.
 - 1. HP-X Fastener: #15 threaded fastener with #3 Phillips drive. Use with Carlisle Piranha Fastening Plate for mechanically fastened membrane systems on steel or plywood decks.
- D. Vapor Retarder: Material approved by roof manufacturer complying with requirements of fire rating classification; compatible with roofing and insulation materials.
 - 1. Fire-retardant adhesive.
 - 2. Vapor Permeability: 0.1 perm inch, measured in accordance with ASTM E96/E96M.
- E. Flexible Flashing Material: Material recommended by membrane manufacturer.
- F. Base Flashing: Provide waterproof, fully adhered base flashing system at all penetrations, plane transitions, and terminations.

2.04 INSULATION

- A. Extruded Polystyrene (XPS) Board Insulation: Complies with ASTM C578 with natural skin surface.
 - 1. Type and Compressive Resistance: Type IV, 25 psi (173 kPa), minimum.
 - 2. Tapered Board: Slope as indicated; minimum thickness 1/2 inch (13 mm); fabricate of fewest layers possible.
 - 3. Product:
 - a. Owens-Corning Foamular 250, distributed by Carlisle.
 - b. Dow Styrofoam Deckmate, distributed by Carlisle.
 - c. Dow Styrofoam Deckmate Plus, distributed by Carlisle.

2.05 ACCESSORIES

- A. Prefabricated Flashing Accessories:
 - 1. Corners and Seams: Same material as membrane, in manufacturer's standard thicknesses.
 - 2. Penetrations: Same material as membrane, with manufacturer's standard cut-outs, rigid inserts, clamping rings, and flanges.
 - 3. Sealant Pockets: Same material as membrane, with manufacturer's standard accessories, in manufacturer's standard configuration.
 - 4. Pressure Sensitive Cover Strips: 6 inches (152 mm) wide, 45 mils (0.045 inch) (1.1 mm) thick, non-reinforced TPO membrane laminated to 35 mils (0.035 inch) (0.9 mm) thick cured synthetic rubber with pressure sensitive adhesive.
 - 5. TPO Pressure Sensitive RUSS:
 - a. 6 inches (152 mm) wide, 40 mils (0.040 inch) (1 mm) thick, reinforced TPO membrane with 3 inches (76 mm) wide, 35 mils (0.035 inch) (0.9 mm) thick cured synthetic rubber with pressure sensitive adhesive laminated to one edge.
 - b. 10 inches (254 mm) wide, 45 mils (0.045 inch) (1.1 mm) thick, reinforced TPO membrane with 3 inches (76 mm) wide, 35 mils (0.035 inch) (0.9 mm) thick cured synthetic rubber with pressure sensitive adhesive laminated to one edge.
 - 6. Walkway Rolls: Sure-Flex Heat Weldable Walkway Rolls; 80 mils (0.080 inch) (2 mm) thick; gray membrane.
 - 7. Miscellaneous Flashing: Non-reinforced TPO membrane; 80 mils (0.080 inch) (2 mm) thick, in manufacturer's standard lengths and widths.
- B. Insulation Adhesive: Two component polyurethane, expanding foam.
- C. Insulation Joint Tape: Glass fiber reinforced type as recommended by insulation manufacturer, compatible with roofing materials; 6 inches (150 mm) wide; self-adhering.
- D. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
- E. Membrane Adhesive: As recommended by membrane manufacturer.
- F. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.

- G. Strip Reglet Devices: Aluminum, maximum possible lengths per location, with attachment flanges.
- H. Sealants: As recommended by membrane manufacturer.
- I. Cleaner: Manufacturer's standard, clear, solvent-based cleaner.
- J. Edgings and Terminations: Manufacturer's standard edge and termination accessories.
 - 1. Snap-On Edge System:
 - a. SecurEdge 200.
 - 2. Anchor Bar Fascia System:
 - a. SecurEdge 2000.
 - 3. Drip Edge: Carlisle Sure-Seal Drip Edge.
 - 4. Coping:
 - 5. TPO Coated Sheet Metal.
 - 6. Termination Bar.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

3.02 PREPARATION, GENERAL

- A. Clean substrate thoroughly prior to roof application.
- B. Do not begin work until other work that requires foot or equipment traffic on roof is complete.
- C. Apply manufacturer's recommended vapor retarder or temporary roof before roof installation.

3.03 WOOD DECK PREPARATION

- A. Verify flatness and tightness of joints of wood decking. Verify that all wood decking edges are fully supported. Fill knot holes with latex filler or completely cover with securely nailed sheet metal.
- B. Confirm dry deck by moisture meter with 12 percent moisture maximum.

3.04 INSTALLATION - GENERAL

- A. Perform work in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Do not apply roofing membrane during unsuitable weather.

- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- F. When substrate preparation is responsibility of another installer, notify Engineer of unsatisfactory conditions before proceeding.

3.05 INSULATION APPLICATION

- A. Apply vapor retarder to deck surface with adhesive in accordance with manufacturer's instructions.
 - 1. Extend vapor retarder under cant strips and blocking to deck edge.
 - 2. Install flexible flashing from vapor retarder to air seal material of wall construction, lap and seal to provide continuity of the air barrier plane.
- B. Ensure vapor retarder is clean and dry, continuous, and ready for application of insulation.
- C. Attachment of Insulation at Mechanically fastened roofing:
 - 1. Mechanically fasten insulation to deck in accordance with roofing manufacturer's instructions and Factory Mutual requirements.
- D. Attachment of Insulation at fully adhered: Embed insulation in adhesive in full contact, in accordance with roofing and insulation manufacturers' instructions.
- E. Lay subsequent layers of insulation with joints staggered minimum 6 inch (152 mm) from joints of preceding layer.
- F. Lay boards with edges in moderate contact without forcing, and gap between boards no greater than 1/4 inch (6.3 mm). Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- G. Tape joints of insulation in accordance with roofing and insulation manufacturers' instructions.
- H. Do not apply more insulation than can be completely waterproofed in the same day.

3.06 MEMBRANE APPLICATION

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Fully Adhered Application: Apply adhesive at manufacturer's recommended rate. Fully embed membrane in adhesive except in areas directly over or within 3 inches (75 mm) of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- D. Seam Welding:
 - 1. Seam Welding: Overlap edges and ends and seal seams by heat welding, minimum 2 inches (51 mm).
 - 2. Cover seams with manufacturer's recommended joint covers.
 - 3. Probe seams once welds have thoroughly cooled. (Approximately 30 minutes.)
 - 4. Repair deficient seams within the same day.

5. Seal cut edges of reinforced membrane after seam probe is complete.
- E. Mechanical Attachment:
 1. Apply membrane and mechanical attachment devices in accordance with manufacturer's instructions.
- F. At intersections with vertical surfaces:
 1. Extend membrane over cant strips and up a minimum of 4 inches (100 mm) onto vertical surfaces.
 2. Fully adhere flexible flashing over membrane and up to nailing strips.
 3. Secure flashing to nailing strips at 4 inches (100 mm) on center.
 4. Insert flashing into reglets and secure.
- G. At gravel stops, extend membrane under gravel stop and to the outside face of the wall.
- H. Coordinate installation of roof sums and related flashings. Locate all field splices away from low areas and roof drains. Lap upslope sheet over downslope sheet.
- I. Install walkway pads at areas of concentrated traffic and as shown on Drawings. Space pad joints to permit drainage.
- J. Daily Seal: Install daily seal per manufacturer's instructions at the end of each work day. Prevent infiltration of water at incomplete flashings, terminations, and at unfinished membrane edges.

3.07 CLEANING

- A. See Section 01 74 19 - Waste Management, for additional requirements.
- B. Remove wrappings, empty containers, paper, and other debris from the roof daily. Dispose of debris in compliance with local, State, and Federal regulations.
- C. Remove bituminous markings from finished surfaces.
- D. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.
- E. Repair or replace defaced or damaged finishes caused by work of this section.

3.08 PROTECTION

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCE STANDARDS

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

1.03 SUBMITTALS

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

1.04 QUALITY ASSURANCE

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

1.05 DELIVERY, STORAGE, AND HANDLING

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

PART 2 - PRODUCTS

2.01 MANUFACTURERS

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

2.02 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239) inch (0.61 mm) thick base metal, shop pre-coated with PVDF coating.
 - 1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system, minimum 70% Kynar 500 or Hylar 5000.
 - 2. Color: match adjacent.
- B. Stainless Steel: ASTM A666, Type 304 alloy, soft temper, 6 gage thick; smooth No. 4 - Brushed finish.

2.03 FABRICATION

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

2.04 GUTTER AND DOWNSPOUT FABRICATION

- A. Gutters and Downspouts: Size indicated.
- B. Accessories: Profiled to suit gutters and downspouts.
 - 1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
 - 2. Gutter Supports: Straps.
 - 3. Downspout Supports: Straps.
- C. Splash Pads: Precast concrete type, of size and profiles indicated; minimum 3000 psi (21 MPa) at 28 days, with minimum 5 percent air entrainment.
- D. Downspout Boots: EPDM.
- E. Downspout Extenders: Same material and finish as downspouts.
- F. Seal metal joints.

2.05 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Protective Backing Paint: Zinc molybdate alkyd.
- D. Concealed Sealants: Non-curing butyl sealant.
- E. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.

1. Manufacturers:
 - a. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Plastic Cement: ASTM D4586/D4586M, Type I.

PART 3 - EXECUTION

3.01 INSTALLATION

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

3.02 SCHEDULE

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

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

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

1.03 REFERENCE STANDARDS

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

1.04 SUBMITTALS

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

1.05 DELIVERY, STORAGE, AND HANDLING

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

1.06 FIELD CONDITIONS

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

PART 2 - PRODUCTS

2.01 MANUFACTURERS

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

2.02 PAINTS AND COATINGS - GENERAL

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

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

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint ME-OP-3A - Ferrous Metals, Unprimed, Alkyd, 3 Coat:
 - 1. One coat of alkyd primer.
 - 2. Gloss: Two coats of alkyd enamel; where called out on drawings unless galvanized.
- B. Paint MgE-OP-3A - Galvanized Metals, Alkyd, 3 Coat:
 - 1. One coat galvanize primer.
 - 2. Semi-Gloss: Two coats of alkyd enamel.
- C. Paint E-OP - All Exterior Surfaces Indicated to be Painted, Unless Otherwise Indicated: Including concrete, concrete masonry, and cement board.
 - 1. Preparation as specified by manufacturer.
 - 2. Two top coats and one coat primer recommended by manufacturer.
 - 3. Top Coat(s): Exterior Latex; MPI #10, 11, 15, 119, 214.
 - 4. Eggshell: MPI gloss level 3; use this sheen at all locations.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.

- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

3.02 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of contract, including Divisions 00 and 01 Specification Sections, apply to work of this section.

1.02 SECTION INCLUDES

- A. Post and Wire Grid Seagull Bird Deterrent System

1.03 SYSTEM DESCRIPTION

- A. Post and Wire Bird Deterrent: Bidder-designed manufactured wire grid seagull deterrent system consisting of steel cable spanning between posts at a regular grid spacing. Components and accessories to be by a single manufacturer.

1.04 SYSTEM DESIGN RESPONSIBILITY

- A. Seagull Deterrent System: The layout indicated on the Drawings is conceptual only and intended only to show certain design requirements and minimum quantities of posts and wires. Provide a final design and system layout to ensure a functional seagull deterrent for the existing roofs. Provide the required elements for a complete and functional seagull deterrent system.
- B. System shall not penetrate roof membrane, nor flashings, copings, or other associated roof accessories.
- C. Weathertightness and coordination with related work are the responsibility of the Bidder-designed manufacturer, shop drawings approved or reviewed by the Engineer or Architect will shall not alleviate the manufacturer of this responsibility.
- D. The installed system shall effectively prevent seagulls from landing anywhere on the roof.

1.05 SUBMITTALS

A. Submittals Prior To Beginning Work:

1. Product Data: Submit current product literature describing the proposed products with adequate specificity to determine compliance with the specifications. Where product data with multiple products is shown on the same sheet, circle or otherwise indicate proposed products.
2. Shop Drawings: Dimensioned plan layout showing relevant roof conditions, dimensions, system components and layout.
 - a. Bidder-designed price shall include design and shop drawing submittal.
 - b. Shop drawings shall show all posts, brackets, hardware, and any other details that are a part of the deterrent system. Attachment systems will be detailed, showing all materials and proposed weather tightness. Structural requirements for blocking and substrates will be included in the shop drawings and coordinated with other trades.
 - c. Attachment shall be per Architects details, or if deviated from the construction drawings, be approved prior to installation. This does not relieve the bidder from maintaining weathertightness of transition.
 - d. Shop drawings shall be sealed by a licensed Professional Engineer in the State of Washington
3. Warranty: minimum 1 year labor, 10 year parts.
4. Certifications: Submit manufacturer's and installers certification of experience.

1.06 PRODUCT DELIVERY STORAGE AND HANDLING

- A. Delivery: Deliver materials in the manufacturer's original sealed and labeled containers and in quantities required to allow continuity of application.

1.07 WARRANTY

- A. Warranty: Provide manufacturer's 10-year material warranty on the system components, 1 year labor for replacement of failed or detached system components. Warrantee includes replacement due to staining and/or corrosion of any part of the complete system.

PART 2 - PRODUCTS

2.01 SEAGULL DETERRENT SYSTEM

- A. Manufacturer: Seagull deterrent systems designed and manufactured by Seagull Control Systems (contact info@seagullcontrol.com) are the basis of design. Manufacturer shall have a minimum of 10 years of experience designing seagull deterrent systems.
- B. Post and Wire System: Products shall be manufactured and supplied by the post and wire seagull deterrent manufacturer. System shall provide a minimum clearance to wires of 6 feet above the roof surface. Basis of Design product: Seagull Control Systems Grid Wire Deterrent system. System shall not interfere with other systems that are mounted on the building.
 1. Posts: Heavy duty aluminum or stainless steel, 6 to 8-feet high. Hole and slot with nylon plug for connecting the wire arrays. Maximum allowable deflection is L/90. The deterrent system shall be designed for wind gusts of 110 mph without permanent deflection or damage to the system or substrate.
 - a. Pole spacing shall be determined by manufacturer, but shall not be more than 40 feet apart. Wires shall be placed at a minimum in a rectangular grid from pole to pole, and diagonally crossing (in an 'X' pattern) within each grid from pole to pole. Additional intermediate horizontal wires shall be strung pole to pole around the perimeter, without the use of bird spikes.
 - b. Poles shall be mounted at the perimeter by brackets permanently attached to the parapet face per shop drawings.
 - c. Internal poles shall be permanently attached to roof substrate with plates or devices (internal pole bracket) of the manufacturers design, and structurally adequate for the forces imposed on the pole and substrate. The internal pole bracket shall be weather protected with penetration roofing accessories as shown in the drawings and specified in Section 07 54 23. Permanent internal post attachment shall not allow the bird deterrent system to come in contact with the penetration boot, nor roof membrane, nor adhered to pads, ballast, or similar methods installed above the roofing membrane shall not be allowed; except for the internal pole bracket to the structure.
 2. Post Mounting Brackets: Provide custom fabricated welded brackets matching the post material, attachment in accordance with the drawings with stainless steel fasteners fabricated by the manufacturer. Attachment of mounting brackets shall be weather tight, and secured to blocking appropriate to the design. Attachment to siding, roofing, trim, or other finishes are not acceptable. Exposed sealants are not acceptable.
 3. Guy Wire Mounting Brackets: Provide fabricated welded brackets matching the post material as needed, fabricated by the manufacturer. Attachment of mounting hardware shall be weather tight, and secured to blocking, or other substrate appropriate to the

design. Attachment to siding, roofing, trim, or other finishes are not acceptable. Exposed sealants are not acceptable.

4. Wire: Nylon coated stainless steel wire with nickel coated copper crimps.
5. Guy Wires: Nylon coated stainless steel wire with nickel coated copper crimps.
6. Other Components: Provide as required for complete and functional seagull deterrent system.
7. Accessories, Fasteners and Miscellaneous: Provide stainless steel hardware as required for installing a complete and functional seagull deterrent system.
8. Materials: All materials shall be corrosion-resistant in a marine environment. Uncoated galvanized steel is not permitted. Uncoated stainless steel shall be Type 316, aluminum shall be 6061-T6 to withstand corrosion in marine environment.

PART 3 - EXECUTION

3.01 COORDINATION

- A. Review, coordinate and accommodate work of other trades that interface with, affect or are affected by the work of this section so as to facilitate the execution of the overall Work of this project in a coordinated and efficient manner.

3.02 INSTALLATION

- A. Install seagull deterrent system in accordance with the approved shop drawings of the manufacturer's design and installation requirements.
- B. The penetrations will be scheduled and coordinated with the rest of the roof membrane work. Penetration boots shall be installed by the roofing installer, and not the bidder-designed manufacturer, or installer.
- C. The installation and permanent attachment of the bird deterrent system shall not damage the weather resistant portions of the work in Section 07 54 23. No part of the system will be stored or cut on the roof. Materials brought to the roof will be contained in a manner as not to damage the roof membrane.
- D. Complete terminations and provide temporary seals to prevent water from entering completed sections at the end of workday.

3.03 WORKMANSHIP

- A. Installers shall have a minimum 3 years of experience installing bird-deterrant systems.
- B. Bird control devices shall be installed using the best workmanship in conformance with manufacturer's written and published practices.
- C. Any part of the bird control devices installed with improper or poor workmanship shall be removed and replaced at the bidder-designed manufacturer's expense.

3.04 FIELD QUALITY CONTROL

- A. Contractor Quality Control: Employ / assign quality control personnel to monitor the work of this section for conformance to the requirements of this section and to good construction practices.

END OF SECTION

PART 1 - GENERAL

1.01 GENERAL

- A. Conform to the General Conditions, Supplementary Conditions, and related work in other Divisions for all work in Division 26.

1.02 WORK INCLUDED

- A. It is the intention of this division of the specifications and the accompanying drawings to describe and provide for the furnishing, installing, testing and placing in satisfactory and successful operation all equipment, materials, devices and necessary appurtenances to provide a complete electrical system, together with such other miscellaneous installations and equipment hereinafter specified and/or shown in the plans. The work shall include all materials, appliances and apparatus not specifically mentioned herein or noted on the plans, but which are necessary to make a complete working installation of all electrical systems shown on the plans or described herein. Equipment and devices furnished and installed under other divisions of this specification (or by the Owner) shall be connected under this division. The drawings and specifications are complementary and what is called for in either is binding as if called for in both.
- B. By submitting a bid, the Contractor is acknowledging that he has made a thorough examination of the Contract Documents, existing site and building conditions, and has determined that these documents do sufficiently describe the scope of construction work required under this Contract.

1.03 SCOPE OF BASIC BID

- A. Included in Division 26 work is all work and related items necessary to provide all electrical installations except as specifically excluded. In general, this includes all labor, equipment, tools, etc., to complete the electrical work.

1.04 RELATED WORK

- A. Temporary Power and Lighting – Division 01
- B. Cutting and Patching - See Division 01

1.05 STANDARDS AND REGULATIONS

- A. The work shall comply with the latest edition of the applicable Standards and Codes of the following:

ASTM	American Society for Testing and Materials
NBFU	National Board of Fire Underwriters
NEC	National Electrical Code
---	State Electrical Code
NESC	National Electrical Safety Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
U.L.	Underwriters Laboratories Inc.
IPCEA	Insulated Power Cable Engineers Associated
CBM	Certified Ballasts Manufacturers
---	Federal, State and Local Building Codes

ETI Electrical Testing Laboratories

B. If any conflict occurs between Government adopted Code Rules and this specification, the codes are to govern. Nothing in these drawings and specifications shall be construed to permit work not conforming to governing codes. Also, this shall not be construed as relieving the Contractor from complying with any requirements of the plans and specifications which may be in excess of, but not in conflict with, requirements of the Governing Codes.

1.06 PERMITS & FEES

A. The Contractor shall obtain and pay for all licenses, permits and inspections required by laws, ordinances and rules governing work specified herein. The Contractor shall arrange for inspection of work by the inspectors and shall give the inspectors all necessary assistance in their work of inspection.

B. The Contractor shall consult with and follow the requirements of the local fire, power, telephone, and television utilities serving the area and shall coordinate his work with them.

1.07 DEFINITIONS

A. When "Provide" is used, it shall be interpreted as "furnishing and installing complete in operating condition".

B. When "Drawings" is used, it shall be interpreted as "all Contract Drawings for all Disciplines".

C. When "Contractors" is used, it shall be interpreted as the Electrical Contractor.

1.08 INTENT OF DRAWINGS

A. The electrical drawings are intended to serve as working drawings for general layout. The equipment layout is diagrammatic and unless specifically dimensioned or detailed, does not indicate all fittings, hardware or appurtenances required for a complete operating installation.

B. Anything shown on the drawings but not covered in the specifications, or anything covered in the specifications but not shown on the drawings, shall be as if covered in both. In case of conflict between the drawings and specifications, the Engineer will select the method to be used. The Contractor shall be responsible for verifying all measurements before proceeding with the work.

C. Wiring diagrams are not intended to indicate the exact course of raceways or exact location of outlets. Raceway and outlet locations are approximately correct and are subject to revision as may be necessary or desirable at the time of installation. Precise location in every case shall be subject to the Engineer's approval.

D. The contractor shall review the manufacturer provided installation instructions for each piece of equipment prior to rough-in. Any conflict between the drawings, specifications and installation instructions shall be brought to the Engineer's attention immediately. The contractor will not be paid for any reinstallation required due to failing to comply with manufacturer's recommendations or requirements unless specifically directed by the engineer, in writing, after the conflict has been identified.

1.09 PROTECTION

A. The Contractor shall store and guard all equipment before installation and shall protect same, and replace any equipment that has been damaged prior to final acceptance. See Division 01 for detailed requirements.

1.10 HOUSEKEEPING

- A. All electrical materials shall be kept stored in an orderly fashion protected from heat, cold, and the weather.
- B. All marred surfaces shall be refinished and painted after installation.
- C. All debris shall be removed from premises during work, as directed, and at completion of job.

1.11 TEMPORARY USE

- A. Temporary or interim use of any and all portions of the electrical system shall be under the supervision of the Electrical Contractor.
- B. Temporary power and lighting for use during construction shall be provided per the requirements of the Division 01 specifications.

1.12 AS-BUILT DRAWINGS

- A. The Contractor shall maintain, in addition to any reference drawings, an as-built set of prints, on which all deviations from the original design shall be drafted in a neat, legible manner with red colored pencil. This red lined set shall identify all drawing revisions including addenda items, change orders, and Contractor revisions. The Contractor is responsible to revise panel schedules and load calculations as required.
- B. Drawings shall show locations of all concealed raceway runs larger than 1", giving the number of conductors and size of raceway. Underground ducts shall be shown with cross section elevations. All pipe, raceway, manholes or lines of other trades shall be included.
- C. The Contractor shall update all references to specific products to indicate products actually installed on project. This shall include, but not be limited to, lighting fixtures, lighting controls, etc.
- D. Upon completion of the Division 26 Work, the Contractor shall deliver the red lined drawings and one set of neatly drafted as-built drawings on electronic media in AutoCAD R- 2013 format and full size pdf to the Architect for transmittal through the Architect to the Owner.

1.13 WARRANTY

- A. Provide a written warranty that the Division 26 work is free from mechanical and electrical defects. Contractor shall replace and repair, to the satisfaction of the Engineer, any parts of the installation which may fail within a period of 12 months after the date of substantial completion, provided that such failure is due to defects in material or workmanship, or failure to follow the specifications and drawings.

1.14 INSTRUCTIONS AND MANUALS

- A. Manuals shall contain shop drawings, wiring diagrams, operating and maintenance instructions, replacement parts lists, and equipment nameplate data for all equipment and systems installed under the project. Signal equipment submittals shall contain step-by-step circuit description information designed to acquaint maintenance personnel with equipment operation in each mode of operation. Manuals shall contain original brochures supplied by manufacturers. Xerox copies of originals will not be accepted.
- B. Each type of device provided shall be identified in the O & M Manual using the same identification as shown on the drawings and specifications. The information included must be the exact equipment installed not the complete "line" of the Manufacturer. Where sheets show the equipment installed and other equipment, the installed equipment shall be neatly and clearly identified on such sheets. Parts lists shall give full ordering information assigned by the original

parts manufacturer. Relabeled and/or renumbered parts information as reassigned by equipment supplier is not acceptable. The following information shall be provided for each device:

1. Manufacturer's name, address and phone number.
2. Local supplier's name, address and phone number.
3. Complete parts lists including quantities and manufacturer's part numbers.
4. Installation instructions.
5. Recommended maintenance items including maintenance procedure and recommended interval of maintenance listed in hours of operation, calendar unity or other similar time unit.

C. The O & M Manual shall be assembled with, at a minimum, the following sections broken out:

1. Light Fixtures
2. Lamps and Ballasts - referenced to each fixture type

D. Wiring Diagrams for each system shall be complete for the specific system installed under the Contract. "Typical" Line Diagrams will not be acceptable unless properly marked to indicate the exact field installation.

1.15 WORK NOT INCLUDED

- A. Indicated motors, controls, and equipment as described in other divisions shall be furnished by other trades, but shall be moved, set and wired to electrical controls and power supply by the Electrical Contractor.
- B. Work to be included under this Contract shall be defined on drawings and in these specifications. Any details beyond these limits are meant only to give installation clarity to that portion which is a part of this Contract.

1.16 COMPLETION OF WORK

- A. Arrange for and obtain all required inspections and certificates pertaining to the Division 26, 27, and 28 work and deliver the certificates to the Engineer in triplicate.
- B. Prior to or at the time of final inspection, the Contractor shall, as outlined in detail in the specifications, complete the delivery of all the following items
 1. Completion Letter
 2. Certificate of Final Inspection from Electrical Inspector and Fire Department, in triplicate form.
 3. Warranty to Owner (with copy for Engineer). Refer to paragraph 1.13-WARRANTY.
 4. Marked set, electronic media Set on thumb drive in AutoCAD R-2013 Format, and printed set of "As-Built" Electrical drawings. Refer to paragraph 1.12-AS-BUILT DRAWINGS.
 5. Wiring diagrams, maintenance manuals, operation instructions, and brochures (5 sets minimum). Refer to paragraph 1.14-INSTRUCTIONS AND MANUALS

PART 2 - PRODUCTS

2.01 COMPETITIVE PRODUCTS

- A. Any reference in the specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a

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standard of quality and shall not be construed as limiting competition. The Contractor, in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which in the judgment of the Engineer, expressed in writing, is equal to that specified.

2.02 MATERIALS

- A. All materials must be of the quality herein specified. All materials shall be new, of the best quality and free from defects. They shall be designed to ensure satisfactory operation and operational life in the environmental conditions which will prevail where they are being installed.
- B. Each type of material shall be of the same make and quality. The materials furnished shall be standard products of the manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest standard design.
- C. All materials shall be U.L. or E.T.L. listed for the purpose for which they are used.
- D. Equipment in compliance with U.L. standards but not bearing their label is not acceptable. If the manufacturer cannot arrange for labeling of an assembled unit at the factory the unit shall be field evaluated per the Washington State Administrative Code (WAC) and the electrical inspector's requirements.

2.03 COMPLETE SYSTEM

- A. All the systems mentioned shall be complete and operational in every detail except where specifically noted otherwise. Mention of certain materials in these specifications shall not be construed as releasing the Contractor from furnishing such additional materials and performing all labor required to provide a complete and operable system.

PART 3 - EXECUTION

3.01 GENERAL

- A. Careful consideration shall be given to clearances under and over beams, pipes and ducts, to provide proper headroom in all cases. Check drawings to determine heights of all suspended ceilings and size of pipe shafts where raceway and wire-ways shall run. Coordinate installation of Division 26 wiring and equipment with other trades. Where insufficient room for proper installation appears, obtain clarification from Engineer before any installation is begun.
- B. Cutting and Patching:
 1. Obtain permission from the Architect and/or Owner's Representative prior to cutting. Locate cuttings so they will not weaken structural components. Cut carefully and only the minimum amount necessary. Cut concrete with diamond core drills except where space limitations prevent the use of such drills.
 2. All construction materials damaged or cut into during the installation of this work must be repaired or replaced with materials of like kind and quality as original materials by skilled labor experienced in that particular building trade.

3.02 COORDINATION

- A. The Contractor is responsible for accomplishing Division 26. The work shall coordinate with that of the other Contractors and/or other trades doing work in the building and shall examine all Drawings, including the several Divisions of Mechanical, Structural, Civil and Architectural, for Construction Details and necessary coordination. Specific locations of construction features and equipment shall be obtained from the Contract Documents, field measurements, and/or from the trade providing the material or equipment. No extra costs will be allowed for failure to obtain this information.

- B. All conflicts shall be reported to the Engineer in writing before installation for decision and correction. Special attention is called to the following items:
 - 1. Door swings to the end that switches will be located on "Strike" side of the door.
 - 2. Location of grilles, pipes, sprinkler heads, ducts and other mechanical equipment so that all electrical outlets, lighting fixtures and other electrical outlets and equipment are clear from and in proper relation to these items.
 - 3. Location of cabinets, counters and doors so that electrical outlets, lighting fixtures and equipment are clear from and in proper relation to these items.
 - 4. Type and height of ceiling.
 - 5. All device measurements referenced on drawings or specifications are to be centered of device unless noted otherwise.
- C. The Contractor will not be paid for work requiring reinstallation due to lack of coordination or interference with other Contractors or trades. This includes, but is not limited to, removing, replacing, relocating, cutting, patching, and finishing.
- D. The Contractor shall review the installation manual for each device to be installed. If a conflict appears to occur between the manufacturer's recommended installation practices and the plans or specifications, notify the Engineer immediately. Final determination shall be by the Engineer. The Contractor will not be paid for reinstallation due to failure to comply with manufacturer instructions or design documents.

3.03 REQUESTS FOR INFORMATION (RFI)

- A. It is our intent to provide a timely response for RFIs regarding Division 26 Work. To further expedite this process, where a suggestion can be determined or derived at by the initiator of the RFI, it is required this suggestion be supplied with the submitted RFI. If no suggestion is given where one is possible, the RFI will be returned as incomplete.

3.04 CLEANING AND PAINTING

- A. All equipment, whether exposed to the weather or stored indoors shall be covered to protect it from water, dust and dirt.
- B. After installing, all metal finishes shall be cleaned and polished, cleaned of all dirt, rust, cement, plaster, grease and paint.
- C. All equipment with a primer coat of paint shall be given two (2) or more coats of a finish enamel and scratched surfaces be refinished to look like new. Markings, identification and nameplates shall be replaced.

3.05 EQUIPMENT IDENTIFICATION

- A. Provide identifying engraved bakelite nameplate on all equipment, including pull boxes, to clearly indicate its use, area served, circuit identification, voltage, and any other useful data.
- B. Each auxiliary system, including communications, shall be clearly labeled to indicate its function.

3.06 DEVIATION

- A. Deviation from the shop drawings in construction or installation of equipment shall not be made unless Shop Drawings showing proposed deviations are submitted to and approved by the Engineer. If any equipment is furnished under this or other divisions with current, voltage or phase ratings that differ from those shown on the drawings, the Contractor shall notify the

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Engineer in writing immediately and shall not connect said equipment until instructed as to required changes by the Architect. No extension of time will be granted as a result of such changes.

3.07 EXCAVATIONS

- A. All excavations are to be so conducted so that no walls or footings shall be disturbed in any way.
- B. Remove all surplus earth not needed for backfilling and dispose of same as directed.

3.08 WIRING METHODS

- A. All low voltage wiring shall be in Raceway with Junction Boxes and Fittings where concealed in walls, in inaccessible ceiling space, or where exposed in finished or unfinished areas.
- B. All branch circuit wiring shall be installed in raceway with junction boxes and fittings.
- C. Provide access panels as needed for pull boxes and equipment located above ceiling or behind walls.
- D. All emergency systems outlet and junction boxes shall have a red plastic tag inside.
- E. Multiple feeder runs shall be rod hung, using a strut type channel with individual one hole clamps, back plates and machine screws.
- F. Any low voltage cables that are not terminated at both ends shall be tagged and labeled per code.

3.09 PENETRATIONS OF FIRE RATED ELEMENTS

- A. Must be made such as to retain that rating.

3.10 HANGERS AND SUPPORTS

- A. Provide hangers, brackets, and suspension rods and supplementary steel to support equipment.
- B. Hangers provided under other divisions shall not be used for support of Division 26 equipment unless permitted by Architect/Engineer.

3.11 CHASES AND OPENINGS

- A. Provide to the masonry and concrete trades all templates and details of chases, openings in floors and walls as required for Division 26 equipment installation.

3.12 PAINTING

- A. Painting in general will be covered under another division of this specification, except items furnished under Division 26 that are scratched, marred in shipment or installation, shall be refinished by the Division 26 Contractor.

3.13 WORKMANSHIP AND OBSERVATION

- A. Workmanship shall be of the best quality and none but competent workers shall be employed under the supervision of a competent foreman. All completed work shall represent a neat and workmanship like appearance.
- B. All work and materials shall be subject to observation at any and all times by representatives of the Engineer.

3.14 MISCELLANEOUS

- A. Provide complete seismic anchorage and bracing for the lateral and vertical support of conduit and electrical equipment, as required by the International Building Code.
- B. Conduits that cross seismic separations shall be installed with flexible connection suitable to accommodate conditions. Secure raceways on each side of a separation and provide a minimum of 36" length of flexible conduit to span separation.

3.15 CABLE AND WIRING ROUTED UNDERGROUND OR UNDERSLAB

- A. All cables and conductors, both line voltage and low voltage, routed underground or underslab shall be U.L. listed for installation in wet locations per NEC and WAC codes.

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Portions of the existing electrical lighting, power and signal systems are to be removed as detailed on the drawings.

1.02 RELATED DOCUMENTS

- A. Section 26 00 00 – Electrical General Conditions

PART 2 - PRODUCTS

2.01 EXISTING MATERIALS

- A. Existing materials which are a part of the building shall remain the property of the Owner.

2.02 EXISTING MATERIALS RE-INSTALLED

- A. Existing materials and equipment that are removed as a part of the work or stored in surplus may be re-installed as a part of the new system subject to approval of condition suitability by the Architect/Engineer. The requirements of the specifications (i.e. installation, warranty, testing, etc.) shall apply as if the materials were new, supplied by the Contractor.

2.03 EXISTING MATERIALS NOT TO BE RE-INSTALLED

- A. In coordination with the Architect/Engineer, these materials shall be made available for his inspection and decision as to whether the Owner will retain possession. Items selected for retention shall be delivered to a location on the premises selected by the Owner and turned over to him. Take reasonable care to avoid damage to this material. If the Contractor fails to conform to this requirement, he shall purchase and turn over to the Owner replacement materials of like kind and quality.
- B. All material not selected for retention by the Owner and debris shall be disposed of by the Contractor. This shall include, but not be limited to, removal of PCB type ballasts and fluorescent lamps which shall be disposed of in accordance with EPA requirements.

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS

- A. Examine the structure, building, and conditions under which Division 26 work is to be installed for conditions detrimental to proper and timely completion of the work. Do not proceed with work until deficiencies encountered in installation have been corrected. Report any delay or difficulties encountered in installation of Division 26 work which might be unsuitable to connect with work by other divisions of this specification. Failure to report conditions shall constitute acceptance of other work as being fit and proper for the installation of Division 26 work.
- B. Maintain continuity of existing circuits of equipment to remain. Existing circuits of equipment shall remain energized. Circuits which are to remain but were disturbed during demolition shall have circuits, wiring, and power restored back to original condition.

3.02 DEMOLITION

- A. Switchboards, panelboards, signaling systems, other electrical equipment free standing (or surface mounted), raceway (exposed) and conductors no longer in service as a result of this Contract shall be removed. Unused raceways or sleeves shall be cut flush at ceiling, floor or wall and filled with grout.

3.03 NEW DEVICES IN REMODEL AREAS

- A. Provide surface mounting for devices on existing walls. Where existing boxes are indicated to be reused, extend box as necessary and provide new devices and plates.

3.04 EXISTING PANELBOARD

- A. Any modifications made to existing panels must be incorporated into the existing circuit index on the panel. If more than three circuits are modified a new typewritten index incorporating the changes to the existing index shall be installed in the existing panel.
- B. Listing shall match circuit breaker arrangements, typically with odd numbers on the left and even numbers on the right. Room numbers used shall be final room numbers used in the building as verified with the Owner.

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide all wire, cable, and terminations complete.

1.02 RELATED DOCUMENTS

- A. Section 26 00 00 – Electrical General Conditions

1.03 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.

PART 2 - PRODUCTS

2.01 WIRE AND CABLE (COPPER, 600-VOLT)

- A. Interior and Above Grade: All wires to be Type THW or RHW. Type THWN/THHN or XHHW wire may be utilized at Contractors option, subject to code requirements. Wire and cables shall be brought to project in original containers bearing the underwriters label. Provide Type AVA wire where conductors are subject to temperature above 167 Degrees F.
- B. Underground: All conductors to be type USE. Increase Raceway size when necessary to accommodate conductors per code. Exception: Underground conductors completely contained in code recognized Raceway and boxes may be Type THW, THWN or XHHW.

2.02 SPLICES

- A. Above Grade: Solderless type only. Preinsulated "twist-on" type (limited to size #10 and smaller). Bolt on compression type with application of preformed insulated cover, heat shrinkable tubing or plastic insulated tape acceptable for all sizes.
- B. Below Grade: Splices below grade shall be in handholes and shall be made watertight with epoxy resin type splicing kits similar to Scotchcast.

2.03 TERMINATIONS

- A. Compression set, bolted or screw terminal.
- B. Conductors #12 and smaller shall utilize eye or forked tongue type compression set terminator when termination is to a bolted or screw set type terminal block or terminal cabinet.

2.04 PLASTIC CABLE TIES

- A. Nylon or Equivalent, locking type.

PART 3 - EXECUTION

3.01 GENERAL

- A. Install all wiring in Raceway unless shown or specifically authorized otherwise.

3.02 WIRE SIZE

- A. No. 12 AWG minimum for power and lighting circuits.
- B. Provide solid wire for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger (600) volts.

3.03 TESTS

- A. All circuits both in and out of the building shall test out free of grounds, short circuits and other defects.
- B. Check and record catalog number and ampere size of controller overload heaters installed, nameplate full-load amperes, and actual operating amperes of each motor. **IMPORTANT:** Submit recorded data in triplicate to the Engineer. Check proper load balance on the electrical system, direction of rotation, lubrication, and overload protection of all motors before placing in operation.
- C. Feeders shall be checked to ensure all phases are energized before connecting to their respective motors. Each motor shall rotate in the proper direction for its respective load. Prior to rotation test, all bearings shall be inspected for proper lubrication.

3.04 CONDUCTOR SIZES, REFERENCED ON PLANS

- A. Copper, type THW or RHW unless noted.

3.05 PULLING

- A. Use no mechanical means for pulling No. 8 AWG conductors and smaller. Powdered soap stone or approved spray cream shall be the only lubricant used.

3.06 STRIPPING INSULATION

- A. Do not ring the cable, always pare or pencil.

3.07 TAPING

- A. If used shall be half lapped synthetic tape.

3.08 CONDUCTORS IN PANELS AND SWITCHBOARDS

- A. Conductors in panels, switchboards, and terminal cabinets shall be neatly grouped and formed in a manner to "Fan" into terminals with regular spacing.

3.09 CABLE SUPPORTS

- A. Provide conductor support devices as required by code in vertical cable runs.

3.10 RACEWAY SIZES REFERENCED ON DRAWINGS

- A. Raceways are sized for copper, type THW, unless otherwise noted. Size all Raceways per code unless specifically noted to be larger on the drawings.

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. A grounding system shall be provided for neutral ground and equipment ground as required by code.

1.02 RELATED DOCUMENTS

- A. Section 26 00 00 – Electrical General Conditions

1.03 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 grounding method and location for the grounding electrode conductor, system bonding jumpers and supply side bonding jumpers.

PART 2 - PRODUCTS

2.01 GROUNDING CONDUCTORS

- A. Copper, code size, with physical protection where subject to damage. Bare or green insulated.

2.02 GROUND RODS

- A. 3/4" x 8'-0" copper clad steel.

PART 3 - EXECUTION

3.01 GENERAL

- A. Provide all grounding for electrical systems and equipment as required by codes and as specified herein.

3.02 GROUND RODS

- A. Provide as shown and/or required. Connect the ground conductor to each rod.

3.03 SIZE OF GROUND WIRE

- A. As required by code. Where ground wire is exposed to physical damage or is used outside of building, protect with conduit.

3.04 GROUND CONNECTION OF WATER PIPING

- A. Metal internal piping shall be grounded, as part of this Contract. This includes jumpers for dielectric fittings.

3.05 GROUND CONNECTION OF BUILDING STEEL

- A. Structural metal shall be grounded, as part of this Contract.

3.06 CONNECTION TO THE GROUND BUS

- A. Provide connections in accordance with the codes; including but not limited to raceway systems, switchboard/panelboard frames, service neutral, separately derived systems, electrically operated equipment and devices. No device or equipment shall be connected for electrical service which has a neutral conductor connected to a grounding conductor or to the frame within the device or equipment.

3.07 METHOD OF CONNECTION

- A. Make all ground connections and ground cable splices by thermal welding. Grounding lugs, where provided as standard Manufacturer's items on equipment furnished, may be used.

3.08 FLEXIBLE RACEWAY

- A. Shall not be used for grounding. Install separate ground conductor in all flexible raceway.

3.09 PVC RACEWAY

- A. Install separate ground conductor in all PVC raceway as required per code.

3.10 DROP CORDS

- A. Shall have a grounding wire and be connected with a grounding type plug and receptacle.

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide outlet and pull boxes to enclose devices, permit the pulling of conductors and for wire splices and branches.

1.02 RELATED DOCUMENTS

- A. Section 26 00 00 – Electrical General Conditions

1.03 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.

PART 2 - PRODUCTS

2.01 INTERIOR WIRING

- A. General: Outlet and pull boxes shall be pressed drawn steel, zinc coated with plaster ring where applicable. Welded boxes not allowed. Four-inch size minimum. Large pull boxes shall be fabricated sheet steel, zinc coated or baked enamel finish, with return flange and screw retained cover.
- B. Surface Metal Raceway: Boxes of same Manufacture and to match Raceway. Boxes to accommodate standard devices and device plate.
- C. Concrete and Masonry: Boxes for casting in concrete or mounting in masonry walls shall be the type specifically designed for that purpose.
- D. Install pull boxes so as to be accessible after completion of building construction.
- E. Ceiling outlet boxes shall be galvanized octagonal 4 inch, 1-1/2 inch deep (without fixture stud), 2-1/8 inches deep (with fixture stud).

2.02 EXTERIOR WIRING

- A. Above Grade: Outlet and junction boxes shall be cast or malleable iron or shall be cast of corrosion resistant alloy compatible with Raceway to which it is connected. Pull boxes shall be fabricated of heavy gauge steel and hot dipped galvanized. All boxes shall have gasketed covers.
- B. Below Grade: Where exposed to earth, boxes (handholes) shall be constructed of precast concrete with size, configuration, cover, grates and reinforcing as required by the particular installation. Manufacturer: Similar to Utility Vault 3030LA with base or Fogtite J11 Type 2 with base. Lid shall be H-20 rated where installed in traffic areas. Where not exposed to earth shall comply with Paragraph 2.02A above.
- C. Exterior outlet boxes shall be weather resistant and rain tight, with appropriate covers, gaskets and screws.

PART 3 - EXECUTION

3.01 ANCHORING

- A. All boxes shall be firmly anchored directly or with concealed bracing to building studs or joists. Boxes must be so attached so that they will not "Rock" or "Shift" when devices are operated.

**DIVISION 26 - ELECTRICAL
SECTION 26 05 32 - OUTLET AND PULL BOXES**

3.02 FLUSH MOUNTING

A. Except for surface mounted boxes or boxes above accessible ceilings, all boxes shall have front edge (box or plaster ring) even with the finished surface of the wall or ceiling.

3.03 ELECTRICAL OUTLETS

- A. General: Coordinate the work of this section with the work of other sections and trades. Study all Drawings that form a part of this Contract and confer with various trades involved to eliminate conflicts between the work of this section and the work of other trades. Check and verify outlet locations indicated on Architectural Drawings, door swings, installation details, layouts of suspended ceilings and locations of all plumbing, heating and ventilating equipment.
- B. Centered on Built-In Work: In the case of doors, cabinets, recessed or similar features, or where outlets are centered between such features, such as between a door jamb and a cabinet, make these outlet locations exact. Relocate any outlets which are located off center.
- C. Vertical and Horizontal Relationships: Where more than one outlet is shown or specified to be at the same elevation or one above the other, align them exactly on centerlines horizontally or vertically. Relocate as directed all such outlets (including lighting, receptacle, power signal and thermostat outlets) which are not so installed, at no additional cost to Owner.
- D. Device Outlet Height: Measure from the finished floor.

*Switches 4 Feet, Set Vertically, to Top of Box

*Receptacles, 18 Inches, Set Vertically to Centerline
Telecommunications

Other as Noted or as Directed by Architect

** Heights may vary. See Drawings for additional information*

- E. Ceiling Location: For acoustical material locate outlet either at the corner joint or in the center of a panel, whichever is closer to the normal spacing. Locate all outlets in the same room in the same panel location.
- F. Installed In Sound Walls: Boxes installed in sound walls shall not be installed back to back. All boxes shall be separated by one stud space and shall be interconnected with flex conduit with a 90° loop. Where stud space separation is not possible, utilize sound attenuating mastic around each box. 3M Fire Barrier Moldable Putty Pads MPP+ (2.54 mm minimum) or similar.

3.04 ELECTRICAL WORK IN COUNTERBACKS, MILLWORK AND CASEWORK

A. Provide as shown and/or specified. Provide templates, where required, to other trades for drilling and cutting to ensure accurate location of electrical fixtures (outlets and devices) as verified with the Architect. Provide all wiring, devices, plates and connections required by said fixture.

3.05 CONNECTION TO EQUIPMENT

A. For equipment furnished under this or other Divisions of the Specifications, or by others. Provide outlet boxes of sizes and at locations necessary to serve such equipment. An outlet box is required if the equipment has pigtail wires for external connection, does not have space to accommodate circuit wiring used. Study equipment details to assure proper coordination.

3.06 BLANK COVERS

A. Provide blank covers or plates over all boxes not covered by equipment.

3.07 JUNCTION OR PULL BOXES

- A. Pull and junction boxes shall be installed as shown, and to facilitate pulling of wire and to limit the number of bends within code requirements. Boxes shall be permanently accessible and shall be placed only at locations approved by the Architect.
- B. In suspended ceiling spaces, boxes shall be supported from the structure independently from ceiling suspension system.
- C. The Drawings do not necessarily show every pull or Junction Box required. The Contractor is permitted to provide boxes deemed necessary by him for his work when installed in accordance with these Specifications.

3.08 BOXES CONTAINING MULTIPLE DEVICES

- A. Boxes containing emergency and normal devices are permitted only with steel barriers Manufactured especially for the purpose of dividing the box into two completely separate compartments.
- B. Device Boxes Containing Multiple Devices and Wiring Rated Over 150 Volts to Ground and Over 300 Volts Between Conductors are permitted only with steel barrier manufactured especially for the purpose of dividing the box into separate compartments for each device having exposed live parts.

3.09 BOXES IN EARTH

- A. Provide for all wire splices and as required to pull conductors. Boxes (handholes) shall be set in place on a 3" sand bed. Coverplates shall be flush to, and match the slope of, the final surface grade.

3.10 COLOR CODING

- A. All Junction Boxes installed in accessible spaces and exposed in unfinished areas shall be color coded using spray paint or tape on the box and cover as applicable in the following manner:

277/480-Volt	Sand
120/208-Volt	Gray
Emergency Power	Orange
Fire Alarm	Red
Clock & Program	Green
Intrusion Alarm	Yellow
Telephone	Dark Blue
Public Address	Silver
Television	Rust

- B. The colors shall match the colors used on the Raceway - See Section 26 05 33

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide Raceway System complete.

1.02 RELATED DOCUMENTS

- A. Section 26 00 00 – Electrical General Conditions

1.03 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.

PART 2 - PRODUCTS

2.01 GALVANIZED RIGID STEEL CONDUIT (GRS)

- A. General: Hot dipped galvanized.
- B. Fittings: Galvanized malleable iron or noncorrosive alloy compatible with galvanized conduit. Erickson couplings, watertight split couplings (O.Z. type or equivalent) permitted. Running thread or set screw type fittings not approved.

2.02 INTERMEDIATE METAL CONDUIT (IMC)

- A. General: Hot Dipped galvanized.
- B. Fittings: Galvanized malleable iron or noncorrosive alloy compatible with galvanized conduit. Erickson couplings, watertight split couplings (O.Z. type or equivalent) permitted. Running thread or set screw type fittings not approved.

2.03 ELECTRICAL METALLIC TUBING (EMT)

- A. General: Hot dipped galvanized.
- B. Fittings: Raintight; steel or malleable iron type using a split corrugated compression ring and tightening nut or stainless-steel locking disc. Steel set screw fittings are acceptable for dry locations. Indenter, drive-on and pressure cast or die cast type set screw are not acceptable.

2.04 FLEXIBLE METAL CONDUIT (FMC, LFMC)

- A. Dry Locations:
 1. General: Galvanized flexible steel for dry locations only.
 2. Fittings: Malleable iron or steel, Thomas and Betts "squeeze" type or equal.
- B. Damp and Wet Locations:
 1. Liquid Tight: Polyvinyl chloride (PVC) weatherproof cover over flexible steel conduit.
 2. Fittings: Thomas and Betts "liquid tight" or equal.

2.05 SURFACE METAL RACEWAY

- A. Formed steel or aluminum type. Standard factory finish. Where color choice is available, consult Architect/Engineer for selection prior to ordering.

2.06 RIGID NON-METALLIC CONDUIT (PVC)

- A. Schedule 40 rigid polyvinyl chloride type unless otherwise noted.

2.07 RIGID ALUMINUM CONDUIT

- A. Permitted only in specified locations.
- B. Fittings copper free cast aluminum.

PART 3 - EXECUTION

3.01 GENERAL

- A. Install Raceway concealed in construction unless noted otherwise on the Drawings or specifically approved in writing by the Architect/Engineer.
- B. Cut Raceway ends square, ream and extend maximum distance into all couplings and connectors.
- C. Provide and install manufactured end caps on all Raceway ends during construction to prevent the entrance of water or dirt. Tape, as a cover, not permitted.
- D. Swab out all Raceways before pulling wires.
- E. All elbows for GRS and PVC Raceway shall be factory radius bends. For all other Raceway, use factory radius bends of 1-1/4" and larger diameter.
- F. Raceway shall not penetrate sheet metal ducts unless permission is granted by Architect/Engineer. All sleeves shall be provided for Raceway installation.
- G. Provide 2 - 3/4" C.O. stub into accessible ceiling space from all recessed panelboards or systems terminal boxes.

3.02 GALVANIZED RIGID STEEL CONDUIT

- A. All Connections shall be watertight. Install for all Raceways in concrete or where subject to damage.

3.03 INTERMEDIATE METAL CONDUIT

- A. Intermediate metal conduit is permitted as a substitute for galvanized rigid steel conduit except where GRS is required by code.

3.04 ELECTRICAL METALLIC TUBING

- A. Install for wiring in masonry, frame construction, furred ceilings and above suspended ceilings. May be used for exposed work in unfinished areas where not subject to damage. Where construction involves masonry work, surface cut masonry units wherever such masonry units are to remain unplastered or uncovered in complete construction.

3.05 RIGID ALUMINUM CONDUIT

- A. May be used in lieu of galvanized rigid steel conduit where Raceway is run above grade or inside of buildings; rigid aluminum conduit not permitted where Raceways are encased in or attached to concrete or are below grade.

3.06 RACEWAYS UNDERGROUND

- A. Galvanized rigid steel conduit - painted with two coats of bitumastic paint - or galvanized rigid steel conduit with 15 mil. polyvinyl chloride (PVC) jacket (repair abrasions with PVC base paint or PVC)
- B. PVC Raceways may be used for underground runs when permitted by code. Field bends, when necessary, shall be formed only with factory recommended heater. Penetrations through floor

and walls shall be galvanized rigid steel (GRS) conduit. PVC, if used, shall be increased in size from that shown to include code required ground wire.

- C. All underground bends in excess of 10 degrees and all elbows shall be GRS.
- D. Arrange and slope Raceways entering building to drain away from building.
- E. Ground wires shall be provided in all PVC Raceway.

3.07 INSERTS, SHIELDS AND SLEEVES

- A. Furnish and set in place, in advance of pouring slabs and walls, all inserts and sleeves needed to execute Division 26 equipment installation.
- B. Where supports in slabs are required after wall has been poured, use a drilled-in threaded insert, installed as recommended by Manufacturer.
- C. Sleeves shall be provided for all wall penetrations.

3.08 RACEWAYS THAT STUB UP THROUGH FLOOR

- A. Install at such depth that the exposed Raceway is vertical and no curved section of the elbow is visible.
- B. PVC Raceway shall not be stubbed through floors.

3.09 SEALING OF RACEWAY PENETRATIONS

- A. Exterior Wall Surfaces Above Grade: Seal around all penetrations with caulking approved by Engineer. For concrete construction above ground level, cast Raceway in wall or core drill wall and hard pack with a mixture of equal parts of sand and cement.
- B. Exterior Surfaces Below Grade: Cast Raceway into wall (or floor) or use manufactured seal assembly (such as O.Z. type "FSK") cast in place.
- C. Roofs: Provide mopped, lead, roof jack where Raceway penetrates roof membrane.
- D. Fire Rated Floors, Walls, Ceiling/Roofs: Concrete or masonry, seal around Raceway penetration with Dow Corning 3-6548 silicone RTV foam or approved equal. Plaster or gypsum wallboard, seal around Raceway penetration with plaster, fire tape per local Fire Marshal's requirements.

3.10 SEALING OF RACEWAYS

- A. a. Seal interior of all Raceways which pass through buildings roofs, floors or through outside walls of the building, above or below grade. Seal on the end inside the building using duct sealing mastic, non-hardening compound type, specially designed for such service to maintain the integrity of the seal of the wall, floor or roof. Pack around the wires in the Raceways.

3.11 HANGERS FOR RACEWAYS

- A. In suspended ceiling spaces Contractor may, at his option, attach 1/2" or 3/4" EMT Raceways to the ceiling suspension system where such system is structurally suitable on independent wire secured at both ends; in which case, provide clips manufactured for the purpose.
- B. When more than two Raceways will use the same routing, group together on a patented channel support system (such as Unistrut).

3.12 SURFACE METAL RACEWAY

A. Install parallel to building surface (i.e., wall, ceiling, floor). Fasten to surface as recommended by Manufacturer. Mount so Raceway is in the least obvious location. Shall be used in lieu of conduit in finished areas.

3.13 FLEXIBLE CONDUIT

A. Flexible conduit shall be used only for connection to motors and equipment subject to vibration with 90 degrees loop minimum to allow for isolation and for lay-in fluorescent fixtures above T-Bar ceilings. For fixture installations, one end of flex must terminate in rough-in junction box. Flex conduit shall not be installed over 6' long or used to connect from fixture to fixture. Use liquid tight for pumps, equipment which is regularly washed down, and equipment in damp locations. Provide ground wire.

3.14 COLOR CODING

A. General: Provide color bands of tape or paint one inch (25 mm) wide for Raceways up to two inches (51 mm) in diameter and one-half the Raceway diameter for larger Raceways, applied at panel and pullbox locations within each room, and 50 ft. (15.25 m) on centers within an area.

B. Color Banding:

120/208 Volt	Gray
277/480 Volt	Sand
Emergency Power	Orange
Fire Alarm	Red
Telephone	Dark Blue
Intrusion Alarm	Yellow
Clock and Program	Green
Television	Rust
Low Voltage Switching	Black
Public Address	Silver

C. The colors shall match the colors used on the boxes - See Section 26 05 32.

3.15 PULL CORDS

A. Nylon type shall be included in all installed empty Raceway.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Section 26 00 00 – Electrical General Conditions

1.02 WORK INCLUDED

- A. Provide the lighting system complete and operational.
- B. Recessed fixtures installed in fire-resistive ceiling construction shall have the same fire rating as the ceiling or shall be provided with fireproofing boxes having materials of the same fire rating as the ceiling.

1.03 FIXTURE SCHEDULE MANUFACTURER'S SERIES NUMBERS

- A. Are a design series reference and do not necessarily represent the number, size, wattage or the type of lamp, ballast or special requirements as specified hereinafter.

1.04 SUBMITTALS

- A. Shall be neatly and clearly marked to indicate the fixtures, lamps and ballasts fully comply with contract documents. When substitute fixtures are submitted (if permitted) the data shall clearly cross reference (written or highlighted) that the substitute fixture complies with every detail of the specified fixture. Fixtures not fully complying with contract documents are not permitted.
- B. 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.
- C. 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.
- D. 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.

E.

PART 2 - PRODUCTS

2.01 METAL PARTS

- A. Interior Fixtures: Steel or aluminum with 300°F, baked enamel finish, brushed aluminum with baked acrylic clear lacquer finish, or stainless steel with a brushed finish, manufacturer's standard color unless specified otherwise.
- B. Exterior Fixtures: Corrosion resisting metal, a (non-ferrous, stainless steel or special finish) and in all cases suitable for outdoor service without tarnishing or other damage due to exposure; manufacturer's standard colors unless specified otherwise; cadmium plate all metal parts concealed by canopies, including screws, plates and brackets. All exposed fasteners shall be tamperproof.

2.02 LIGHT TRANSMITTING COMPONENTS

- A. Virgin acrylic or polycarbonate plastic (0.125-inch thick overall minimum), UV stabilized or glass. Shall be contained in a captive metal frame that remains attached to the fixture when door is in open position.

2.03 SPECIAL PARTS

- A. Adapters, Plates, Brackets and Anchors: Provide where required by construction features of the building to suitably mount lighting fixture. All such appurtenances and mounting methods shall be approved by the Architect/Engineer prior to fabrication and installation.
- B. Low Voltage Transformers: Provide and install where required to power individual or linear runs of low voltage light fixtures.

2.04 LAMPS

- A. Solid-State Lighting: Fixtures shall have a lumen maintenance life expectancy (L70) of > 50,000 hours, a CRI of > 82, and a CCT of 3500K. Each solid-state fixture model shall be tested in accordance with IES LM-79.

2.05 HANGING FOR PENDANT FIXTURES

- A. Rigid type, with not less than 5 thread engagement at each end, consisting of iron pipe, with brass or aluminum tubing casing, or painted tubing not less than 0.040 inches thick.
- B. Provide a canopy for each fixture hanger except where fixture conceals the outlet box directly without a canopy.
- C. Provide a safety chain for all glass pendant fixtures and for all fixtures mounted in gymnasiums.

2.06 OUTDOOR LIGHTING STANDARDS

- A. Provide watertight insulating fuse in the base of lighting standards to individually protect each lighting fixture; buss Style "HEB" or approved, waterproof fuseholder with Buss fuse of appropriate capacity and voltage. Provide fuse for each hot circuit wire; do not fuse neutral.

2.07 OUTDOOR GROUND MOUNTED LIGHTING FIXTURES

- A. Provide concrete foundations for mounting of ground mounted lighting fixtures. Foundation shall be a minimum of 6" deeper than the light fixture and a minimum of 6" all around the base of the fixture. Provide #4 rebar with 3" minimum ring ties at 8" on center. The #4 rebar shall be vertically spaced approximately 6" apart. Field verify locations with Architect prior to installation of bases.

2.08 EXIT SIGNS

- A. Fronts: Cutout stencils made of minimum #20 gauge sheet steel or sheet aluminum with red glass or plastic back of the cutout. Mount fronts either on concealed hinges or pull-out type with chain catch. Removable cutout arrows shall indicate direction of travel.

PART 3 - EXECUTION

3.01 LIGHTING FIXTURES - GENERAL

- A. Size and mounting height from finished floor to bottom of fixture as indicated on the drawings. Verify mounting provisions prior to the ordering of fixtures. Fixtures shall be UL listed for the location, and application in which they are installed.
- B. Ceiling fixtures shall be coordinated with and suitable for installation in, on or from the ceiling as shown. Installation and support of fixtures shall be in accordance with NFPA 70 and manufacturer's recommendations.
- C. Recessed fixtures installed in seismic areas shall be installed utilizing specially designed seismic clips.

D. Suspended fixtures installed in seismic areas shall have 45° swivel hangers and shall be located with no obstructions within the 45° range in all directions. The stem, canopy and fixture shall be capable of 45° swing.

3.02 DIFFUSERS AND ENCLOSURES

A. Install lighting fixture diffusers only after construction work, painting and clean up are completed. Prior to final acceptance, remove all lamps, reflectors and diffusers, wash, rinse and reinstall.

3.03 ADJUSTMENT OF FIXTURES

A. Make all final spotlight and adjustable light settings under the direction of the Architect/Engineer during a scheduled period of time prior to the completion of the project. Include costs for all equipment and personnel expenses required for adjustment.

3.04 SUPPORT OF LED FIXTURES

A. Recessed Troffer Type: For fixtures supported by the ceiling suspension system, provide integral tabs, which rotate into position after fixture is lifted into the ceiling cavity. Provide two safety chains secured to structural members above suspended ceiling. Circuit connection shall be through use of 60-inch flexible conduit from a rigidly supported junction box. For plaster or GWB ceilings, provide a plaster frame compatible with light fixture.

B. Recessed Downlight Type: Mount in frames suitable for the ceiling, with the recessed portion of the fixture securely supported from the ceiling framing. For fixtures supported by a ceiling suspension system, provide two safety chains secured to structural members above suspended ceiling.

C. Surface and Pendant Mounted Type:

1. Where mounted on accessible ceilings, hang from structural members by means of hanger rods through ceiling or as approved.
2. Where ceiling is of insufficient strength to support weight of lighting fixture, provide additional framing to support as required. Fixtures shall be supported from structure with seismic bracing independent of ceiling.
3. For Pendant Mount Type: Provide a unistrut channel for mounting fixtures entire fixture length unless light fixture is designed specifically for supporting itself. Provide 3/8-inch thread rod secured to structural members for support of unistrut channel.
4. Continuous Runs of Fixtures: Straight when sighting from end to end, regardless of irregularities in the ceiling. Where fixtures are so installed, omit ornamental ends between sections.

3.05 LOCATION

A. Mount to the dimensions shown on the drawings. Mount at quarter points where no dimensions appear. Architect shall specify mounting locations where no dimensions appear and quarter point mounting is impractical or not indicated on the drawings.

B. Refer to details, mechanical drawings, and coordinate with mechanical Contractor for equipment and ductwork mounted in ceilings to prevent conflict with light fixtures prior to installation. If conflicts cannot be resolved with the Mechanical Contractor, notify Architect/Engineer.

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SECTION 26 50 00 - LIGHTING

3.06 SPARE PARTS

- A. Drivers/Ballasts: Provide (10) or 10% spare (whichever is less) of each replaceable LED driver.

3.07 FIXTURE TENTING

- A. Contractor shall coordinate ceiling types with architectural drawings and specifications and provide equivalent fire rated enclosures above all light fixtures which penetrate rated ceilings.

END OF SECTION