

**PORT OF TACOMA  
TACOMA, WASHINGTON  
CONTAINER CRANE DISPOSAL - CRANES 2301,  
2302, 2405 AND 2406**

**PROJECT NO. 201083.01  
CONTRACT NO. 071165**


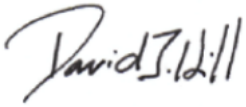
**Trevor Thornsley, PE  
Interim Director, Engineering**

**Norman Gilbert, PE  
Project Manager**

**END OF PROJECT TITLE PAGE**

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

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

<b><u>SEAL &amp; SIGNATURE</u></b>	<b><u>SECTION(S)</u></b>
  #52245 Expires 01 December 2021	02 81 00 Removal and disposal of universal waste units  02 82 13 Asbestos Abatement  02 83 13 Lead Hazard Control Activities

**END OF SECTION**

## **PROCUREMENT AND CONTRACTING REQUIREMENTS**

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APPENDIX A - Hazardous Materials Assessments, 1101 Port of Tacoma Road Pier 3 Cranes

APPENDIX B - Port of Tacoma Construction SWPPP Short Form

APPENDIX C - Memorandum of Agreements Between ILWU Local 22 and the Northwest Seaport Alliance

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APPENDIX G - Cranes 2301 & 2302 (KONE) Spare Parts

APPENDIX H - Cranes 2405 & 2406 (ZPMC) Spare Parts

APPENDIX I - Labor Services Agreement for Local 22 Labor

**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	COVER SHEET
C1	VICINITY MAP
C2	SITE PLAN

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF LIST OF DRAWINGS**

**CONTAINER CRANE DISPOSAL - CRANES 2301, 2302, 2405 AND 2406**

**PROJECT NO. 201083.01 | CONTRACT NO. 071165**

**Scope of Work:** The Work required for this Project includes: Disposal of Container Cranes at Pier 3 including spare parts.

**Bid Estimate:** Estimated cost range is \$500,000 to \$750,000 per crane, plus Washington State Sales Tax (WSST).

In accordance with RCW 39.04.320, fifteen (15) percent apprenticeship participation is required for certain projects estimated to cost one million (\$1,000,000) 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](mailto:Apprentice@lni.wa.gov), to obtain information on available apprenticeship programs.

**Sealed Bid Date/Time/ Location:** Bids will be received at the Front Reception Desk, Port Administration Office, One Sitcum Plaza, Tacoma, Washington 98421 until **2:00 P.M. on** February 19, 2020, at which time they will be publicly opened and read aloud and the apparent low bid will be determined.

**Pre-bid Conference and Site Tour:** Mandatory pre-Bid conferences and site visits have been set for February 4, 2020 at 11:00 AM or February 5, 2020 at 11:00 AM. The pre-bid conferences and site visits will convene at the Port's Administrative building, located at One Sitcum Plaza. All Contractors intending to submit a bid must attend one of the pre-bid conferences. The following Personal Protective Equipment is required for the site visit: sturdy shoes, reflective vest, gloves, safety glasses, 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 a Bid security in an amount equal to five (5) percent of the Base Bid in a form allowed by the Instructions to Bidders.
- Contact Information:** Any questions to the Port may be emailed to [procurement@portoftacoma.com](mailto: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](http://www.portoftacoma.com). Click on "Contracts," "Procurement," and then the Procurement Number 071165. Bidders must subscribe to the Holder's List on the right hand side of the screen in order to receive automatic email notification of future addenda and to be placed on the Holder's List.
- Contact [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) with questions. Holder's Lists will be updated regularly. Additional Instructions available in 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 39.04.359 and RCW 39.12, or is on the list of exempt businesses maintained by the Department of Labor and Industries. The bidder must designate a person or persons to be trained on these requirements. The training will be provided by the Department of Labor and Industries or by a training provider whose curriculum is approved by the Department of Labor and Industries.
- Please refer to Labor and Industries' web site ([https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp?utm\\_medium=email&utm\\_source=govdelivery](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.
- Use of Local ILWU Labor Required:** The successful Contractor will be required to sign a Labor Services Agreement (sample agreement is located in Appendix I) for the use of ILWU Local 22 Labor. A similar agreement shall be made with ILWU Local 23 Labor.

**END OF SECTION**

## **PART 1 - SUMMARY**

### **1.01 DEFINITIONS**

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

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

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

By making its Bid, each Bidder represents that:



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

### 1.03 BIDDING DOCUMENTS

#### A. COPIES

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

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

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

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

C. ADDENDA

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

1.04 BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

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

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

(24) hours of request. This evidence shall demonstrate that the Sub-Bidder meets or exceeds all requirements for experience, qualifications, manufacturer's certifications, or any other requirements specified in any of the technical sections of the Contract Documents for which the Sub-Bidder proposes to perform Work.

7. Replacement. If a listed Sub-Bidder fails to provide adequate evidence of qualifications, is unable to comply with any bonding requirements of the Bidding Documents or with other requirements of the Contract or Bidding Documents, is not properly licensed, or fails to meet the Responsibility Criteria of the Bidding Documents, the Port may require the Bidder to replace the Sub-Bidder with another subcontractor reasonably acceptable to the Port at no change in the Contract Sum or Contract Time.
8. Sub-Bidder Standards. Sub-Bidders shall meet contractual and technical qualification standards, and provide specialized certification, licensing, and/or payment and performance bonding, if required.
9. Minority and Women Business Enterprise (MWBE), Veteran-owned, and small business participation encouraged. The Port's policy is to encourage the Contractor to solicit and document participation, and to provide and promote the maximum lawful, practicable opportunity for increased participation, by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), Veteran-owned businesses (defined in RCW 43.60.010, and Small, Mini and Micro business enterprises (defined in RCW 39.26.010).

#### C. BID SECURITY

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

has been finally executed, after which all un-forfeited Bid securities will be returned. Bid security may be returned in the form provided or by separate payment.

#### D. SUBMISSION OF BIDS

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

#### E. MODIFICATION OR WITHDRAWAL OF BID

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

#### F. COMMUNICATIONS

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

## 1.05 CONSIDERATION OF BIDS

- A. OPENING OF BIDS. Unless stated otherwise in the Advertisement or Invitation to Bid or an Addendum, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and any Alternate Bids will promptly (and generally within twenty-four (24) hours) be made available to Bidders and other interested parties.
- B. REJECTION OF BIDS. The Port shall have the right, but not the obligation, to reject any or all Bids for any reason, or for no reason, to reject a Bid not accompanied by the required Bid security, or to reject a Bid which is in any way incomplete or irregular.
- C. BIDDING MISTAKES. The Port will not be obligated to consider notice of claimed Bid mistakes received more than twenty-four (24) hours after the Bid Date. In accordance with Washington law, a low Bidder that claims error and fails to enter into the Contract is prohibited from Bidding on the Project if a subsequent call for Bids is made for the Project.
- D. ACCEPTANCE OF BID (AWARD)
  - 1. Intent to Accept. The Port intends, but is not bound, to Award a Contract to the Responsible Bidder with the lowest responsive Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Port has the right to waive any informality or irregularity in any Bid(s) received and to accept the Bid which, in its judgment, is in its own best interests.
  - 2. Alternates. The Port shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Contract or Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates (if any) accepted. Failure to submit Bids on all Alternates may be cause for rejecting the Bidder's entire Bid. The Port retains the right to accept Alternate Bid items at the price Bid within ninety (90) days after the Contract is executed.
  - 3. Requirements for Award. Before the Award, the lowest responsive Bidder must be deemed Responsible by the Port and must satisfy all Award Requirements.
- E. BID PROTEST PROCEDURES
  - 1. Procedure. A Bidder protesting, for any reason, the Bidding Documents, a Bidding procedure, the Port's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to, a finding of non-Responsibility, the Award of the Contract or any other aspect arising from, or relating in any way to, the Bidding, shall cause a written protest to be filed with the Port within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com).
  - 2. Consideration. Upon receipt of the written protest, the Port will consider the protest. The Port may, within three (3) business days of the Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Port, the Contracts Director of the Port, or his or her designee, will review the issues and promptly furnish a final and binding written decision to the protesting Bidder, and any other affected Bidder(s), within six (6) business days of the Port's receipt of the protest. (If more than one

(1) protest is filed, the Port's decision will be provided within six (6) business days of the Port's receipt of the last protest.) If no reply is received from the Port during the six (6) business-day period, the protest will be deemed rejected.

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

#### 1.06 POST BID INFORMATION

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

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



is a cost to the Bidder occasioned by such substitution, or (c) file a protest in accordance with the Bidding Documents.

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

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

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

- A. BOND REQUIREMENTS. Within 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 and Change Orders. The cost of such bonds shall be included in the Base Bid.
1. On contracts of one hundred fifty thousand dollars (\$150,000) or less, at the option of the Contractor or the General Contractor/Construction Manager as defined in RCW 39.10.210, the Port may, in lieu of the bond, retain ten (10) percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under RCW 60.28, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.
  2. On contracts of one hundred fifty thousand dollars (\$150,000) or less, the Port may accept a full payment and performance bond from an individual surety or sureties.
- B. TIME OF DELIVERY AND FORM OF BONDS. The successful Bidder shall deliver an original copy of the required bonds to the Port, 1 Sitcum Plaza, Tacoma, WA 98421, within the time specified in the Contract Documents.
- 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 EXISTING CONDITIONS**

- A. Certain information relating to existing structures is available to Bidders online at [www.portoftacoma.com](http://www.portoftacoma.com), but will not be part of the Contract Documents, as follows:

1. Crane Drawings:
  - a. KONE Cranes 2301 and 2302
  - b. ZPMC Crane 2405
  - c. ZPMC Crane 2406

**1.02 AVAILABILITY**

- A. Reference Documents are available online through the Port of Tacoma's Website [www.portoftacoma.com](http://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, universal waste or asbestos-containing materials (ACM), as detailed in the Hazardous Materials Assessments, 1101 Port of Tacoma Road Pier 3 Cranes A copy of this assessment is included in Appendix A.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

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

**PROJECT TITLE:** **CONTAINER CRANE DISPOSAL - CRANES 2301, 2302, 2405 AND 2406**

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

**BASE BID:**

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE (QTY. x UNIT PRICE)
1	Mobilization and Demobilization	1	LS		
2	Project Administration - Cranes 2301 & 2302	1	LS		
3	Dispose of Container Cranes 2301 & 2302	2	EA		
4	Removal and Loading of Port Identified Parts	1	LS		
TAXABLE BID SUBTOTAL					

TOTAL BID AMOUNT	
10.2% WASHINGTON SALES TAX (WSST)	
BID TOTAL (WITH WSST)	

**ADDITIVE ALTERNATE BID:**

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE (QTY. x UNIT PRICE)
A-1	Mobilization and Demobilization	1	LS		
A-2	Project Administration - Cranes 2405 & 2406	1	LS		
A-3	Dispose of Container Crane 2405 & 2406	2	EA		
A-4	Removal and Loading of Port Identified Parts	1	LS		
TAXABLE ALTERNATE BID SUBTOTAL					

TAXABLE BASE BID SUBTOTAL	
10.2% WASHINGTON STATE SALES TAX (WSST) ON BASE BID SUBTOTAL	
TAXABLE ALTERNATE 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.

Principal Subcontractors/Suppliers. For Bids greater than one million (\$1,000,000) dollars, the Bidder shall list below the name of each subcontractor or supplier to whom the Bidder proposes to subcontract the portions of the work listed below, or name itself for the work.

Work to be Performed	Name of Firm
HVAC (Heating, Ventilation and Air Conditioning) Work	
Plumbing Work as described in RCW 18.106	
Electrical Work as described in RCW 19.28	

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)

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.

Apprenticeship Requirements. For Bids greater than one million (\$1,000,000) dollars, the apprentice labor hours required for this project are fifteen (15) percent of the total labor hours. The Bidder agrees to utilize this level of apprentice participation.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
WA State Contractor's License No.

\_\_\_\_\_  
Date of Issue

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Unified Business Identifier (UBI) No.

\_\_\_\_\_  
Employment Security Department No.

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

**END OF SECTION**

KNOW ALL MEN BY THESE PRESENTS:

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

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

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY \_\_\_\_\_

PRINCIPAL

BY \_\_\_\_\_

SURETY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AGENT AND ADDRESS

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

**END OF SECTION**



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

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

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

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

1.01 MANDATORY BIDDER RESPONSIBILITY CRITERIA

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

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

\_\_\_ Yes                      \_\_\_ No

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

\_\_\_ Yes                      \_\_\_ No

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

\_\_\_ Yes                      \_\_\_ No

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

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

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

\_\_\_ Yes                      \_\_\_ No

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

\_\_\_ Yes                      \_\_\_ No

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

\_\_\_ Yes                      \_\_\_ No

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

\_\_\_ Yes                      \_\_\_ No

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

\_\_\_ Yes                      \_\_\_ No

9. Has the Bidder ever been found to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW within the three- (3-) year period immediately preceding the date of this bid solicitation?
- \_\_\_ Yes                      \_\_\_ No
10. 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 Base Bid, excluding taxes, insurance, and bonding, the Bidder will execute with its own forces.

\_\_\_ %

#### 1.05 ADDITIONAL CONTRACTOR INFORMATION

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

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

**PROJECT: Container Crane Disposal - Cranes 2301, 2302, 2405 and 2406**

**PROJECT NO. 201083.01**

**CONTRACT NO. 071165**

**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: CONTAINER CRANE DISPOSAL - CRANES  
BIDDER: 2301, 2302, 2405 AND 2406  
CONTRACT AND PROJECT NUMBER: 071165 / 201083.01

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

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

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

Item No.	Item	Initials/ Comments
1.	At the time of Bid submittal, have a certificate of registration in compliance with RCW 18.27: Check the L&I site <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a> .  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 <b>Employer Liability Certificate</b> 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) <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a> .	
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 <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/</a> .	

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

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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 <a href="https://fortress.wa.gov/esd/twt/pwcinternet/">https://fortress.wa.gov/esd/twt/pwcinternet/</a> or by emailing a request to <a href="mailto:publicworks@esd.wa.gov">publicworks@esd.wa.gov</a>. Include ESD#, UBI#, and business name in the email. Certificate of Coverage letter issued/dated within the last six (6) months.</p> <p>Document if subcontractor confirms in writing, under penalty of perjury, that it has no employees and this requirement does not apply.</p>	

**END OF SECTION**

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

<b>The "Contractor" is:</b>	<hr/>	<b>(Legal Name)</b>
	<hr/>	(Address)
	<hr/>	(Address 2)
	<hr/>	(Phone No.)
<b>The "Project" is:</b>	<b><u>Container Crane Disposal - Cranes 2301, 2302, 2405 and 2406</u></b>	<b>(Title)</b>
	<u>201083.01   071165</u>	(Project/ Contract No.)
	<u>1101 Port of Tacoma Rd</u>	(Project Address)
	<u>Tacoma, WA</u>	(Project Address 2)
<b>The "Engineer" is:</b>	<b><u>Trevor Thornsley, PE</u></b>	<b>(Engineer)</b>
	<u>Interim Director of Engineering</u>	(Title)
	<u>tthornsley@portoftacoma.com</u>	(Email)
	<u>(253) 383-9408</u>	(Phone No.)
<b>The "Contractor's Representative" is:</b>	<hr/>	<b>(Representative)</b>
	<hr/>	(Title)
	<hr/>	(Email)
	<hr/>	(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.

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 105 calendar days for the base bid of disposal of two cranes. In the event that the Port exercises the Additive Alternative noted in Section 00 41 00 Bid Form, the Substantial Completion date will be extended by an additional 60 calendar days for a total of 165 calendar days. Substantial Completion dates noted above are subject to adjustments of Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the entire Work within 30 calendar days of the date on which Substantial Completion is achieved.

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



The liquidated damages for failure to achieve Substantial Completion by the required date shall be \$500 per calendar day. After the required Final Completion date, the liquidated damages for failure to achieve Final Completion shall be \$350 per calendar day.

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

#### 4.0 CONTRACT PRICE

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

#### 5.0 ALTERNATES

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

\_\_\_\_\_.

#### 6.0 INSURANCE AND BONDS

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

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

CONTRACTOR

PORT OF TACOMA

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

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

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

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

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

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

**END OF SECTION**

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

CONTRACTOR (NAME AND ADDRESS)

SURETY (NAME AND PRINCIPLE PLACE  
OF BUSINESS)

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

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

OWNER (NAME AND ADDRESS)

AGENT OR BROKER (FOR  
INFORMATION ONLY)

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

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

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ as Principal, hereinafter called Contractor,  
and \_\_\_\_\_ as Surety, hereinafter called Surety, are  
held and firmly bound unto the Port of Tacoma as 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 Container Crane Disposal - Cranes  
2301, 2302, 2405 and 2406, Project No. 201083.01/Contract No. 071165, a copy of which  
Contract is by reference made a part hereof (the term "Contract" as used herein to include  
the aforesaid agreement together with all the Contract Documents, addenda, modifications,  
all alterations, additions thereto, deletions therefrom, and any other document or provision  
incorporated into the Contract) and is hereinafter referred to as the Contract.

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

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

**FURTHER:**

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

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

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

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

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

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

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

SURETY

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Power of Attorney attached.

**END OF SECTION**

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

CONTRACTOR (NAME AND ADDRESS)

SURETY (NAME AND PRINCIPLE PLACE  
OF BUSINESS)

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

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

OWNER (NAME AND ADDRESS)

AGENT OR BROKER (FOR  
INFORMATION ONLY)

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

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

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto the Port of Tacoma as Oblige, 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 Container Crane Disposal - Cranes 2301, 2302, 2405 and 2406, Project No. 201083.01/Contract No. 071165, a copy of which Contract is by reference made a part hereof (the term "Contract" as used herein to include the aforesaid agreement together with all the Contract Documents, addenda, modifications, alterations, additions thereto, deletions therefrom, and any other document or provision incorporated into the Contract) and is hereinafter referred to as the Contract.

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

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

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

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

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

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

SURETY

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Power of Attorney attached.

**END OF SECTION**

**BOND NO:** \_\_\_\_\_  
**PROJECT TITLE:** CONTAINER CRANE DISPOSAL  
- CRANES 2301, 2302, 2405 AND 2406  
**PROJECT NO.:** 201083.01  
**CONTRACT NO.:** 071165

**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. 071165 with the Port for Container Crane Disposal - Cranes 2301, 2302, 2405  
and 2406, Project No. 201083.01.

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

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

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

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

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**

**To:** Bank Name, Address, Phone

Escrow Account No.:

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

Contract No.: 071165

Project No.:

201083.01

**Agency:** Port of Tacoma

PO Box 1837

Tacoma, WA 98401-1837

Project Title: Container Crane

Disposal - Cranes 2301, 2302,

2405 and 2406

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

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

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

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



securities or property from the Pledged Account, except as provided herein, or (d) attempt to modify or terminate Contractor's the agreement under which the Pledged Account was established. Contactor will defend the right, title, and security interest of the Port in and to the Pledged Assets against the claims and demands of all persons. "Pledged Assets" means the Pledged Account, now or hereafter constituted, including (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 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 parties hereto.
13. This Agreement is subject to the laws of the State of Washington and is to be construed in accordance therewith.
14. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of Washington or in the courts of the United States for the Western District of Washington, and by execution and delivery of this Agreement, Contractor consents, for itself and in respect of its property, to the nonexclusive jurisdiction of those courts. Contractor irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or any document related hereto.
15. The Contractor's Federal Income Tax Identification number is \_\_\_\_\_.

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

**Contractor:**

**Port of Tacoma:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

**SECURITIES AUTHORIZED BY THE PORT:**

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

**INSTRUCTIONS FOR RETAINAGE ESCROW AGREEMENTS:**

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

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

Fill in the following on the Escrow Agreement:

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

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

**END OF SECTION**

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

### **1.01 GENERAL**

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

### **1.02 DEFINITIONS**

- A. "Contract Documents" proposed for the Work consist of the Agreement, the General Conditions of the Contract (as well as any Supplemental, Special, or other conditions included in the Project Manual), 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](mailto:Apprentice@lni.wa.gov), to obtain information on available apprenticeship programs.
- D. For each project that has apprentice requirements, the contractor shall submit a "Statement of Apprentice and Journeyman Participation" on forms provided by the Port of Tacoma, with every request for project payment. The Contractor shall submit consolidated and cumulative data collected by the Contractor and collected from all subcontractors by the Contractor. The data to be collected and submitted includes the following:
  - 1. Contractor name and address

2. Contract number
  3. Project name
  4. Contract value
  5. Reporting period "Beginning Date" through "End Date"
  6. Name and registration number of each apprentice by contractor
  7. Total number of apprentices and labor hours worked by them, categorized by trade or craft.
  8. Total number of journeymen and labor hours worked by them, categorized by trade or craft
  9. Cumulative combined total of apprentice and journeymen labor hours
  10. Total percentage of apprentice hours worked
- E. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Port. In any request for the change, the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.

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

### **6.01 CONTRACT TIME**

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

### **6.02 PROGRESS AND COMPLETION**

- A. Contractor to maintain schedule. The Contractor's sequence and method of operations, application of effort, and work force shall at all times be created and implemented to ensure the orderly, expeditious, and timely completion of the Work and performance of the Contract. The Contractor shall furnish sufficient forces and shall work such hours, including extra shifts, overtime operations, and weekend and holiday work as may be necessary to ensure completion of the Work within the Contract Time and the approved Progress Schedule.

- B. Contractor to take necessary steps to meet schedule. If the Contractor fails substantially to perform in a timely manner in accordance with the Contract Documents and, through the fault of the Contractor or Subcontractor(s) of any tier, fails to meet the Progress Schedule, the Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations, or days of work, or by other means and methods, all without additional cost to the Port. If the Contractor believes that any action or inaction of the Port constitutes acceleration, the Contractor shall immediately notify the Port in writing and shall not accelerate the Work until the Port either directs the acceleration in writing or denies the constructive acceleration.
- C. Liquidated damages not exclusive. Any provisions in the Contract Documents for liquidated damages shall not preclude other damages due to breaches of Contract of the Contractor.

#### 6.03 SUBSTANTIAL COMPLETION

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

#### 6.04 COMPLETION OF PUNCH LIST

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

#### 6.05 FINAL COMPLETION

- A. Final Completion. Upon receipt of written notice from the Contractor that all punch list items and other Contract requirements are completed, the Contractor will notify the Port, and the Port

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

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

#### 6.06 FINAL ACCEPTANCE

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

#### 6.07 PORT'S RIGHT TO USE THE PREMISES

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

### ARTICLE 7 - PAYMENT

#### 7.01 ALL PAYMENTS SUBJECT TO APPLICABLE LAWS AND SCHEDULE OF VALUES

- A. Payment of the Contract Sum. The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Port to the Contractor for performance of the Work under the Contract Documents. Payments made to the Contractor are subject to all laws applicable to the Port and the Contractor. Payment of the Contract Sum constitutes full compensation to the Contractor for performance of the Work, including all risk,

loss, damages, or expense of whatever character arising out of the nature or prosecution of the Work. The Port is not obligated to pay for extra work or materials furnished without prior written approval of the Port.

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

#### 7.02 APPLICATIONS FOR PAYMENT

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

#### 7.03 PROGRESS PAYMENTS

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

#### 7.04 PAYMENT BY CONTRACTOR TO SUBCONTRACTORS

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

## 7.05 FINAL PAYMENT

- A. Final payment. Final applications for payment are due within seven (7) days following Final Completion. Final payment of the unpaid balance of the Contract Sum, except retainage, will be made following Final Completion and within thirty (30) days of the Contractor's submission of an approved final Application for Payment.
- B. Releases required for final payment. The final payment shall not become due until the Contractor delivers to the Port a complete release of all liens arising out of the Contract, as well as an affidavit stating that, to the best of Contractor's knowledge, its release includes all labor and materials for which a lien could be filed. If a Subcontractor of any tier refuses to furnish a release or waiver required by the Port, the Port may (a) retain in the fund, account, or escrow funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount, or (b) accept a bond from the Contractor, satisfactory to the Port, to indemnify the Port against the lien. If any such lien remains unsatisfied after all payments from the retainage are made, the Contractor shall refund to the Port all moneys that the Port may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- C. Contractor to hold Port harmless from liens. The Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold harmless the Port from any liens, claims, demands, lawsuits, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs, and expenses, whether direct or indirect, including but not limited to, attorneys' fees and consultants' fees and other costs and expenses, except to the extent a lien has been filed because of the failure of the Port to make a contractually required payment.

## 7.06 RETAINAGE

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



Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Port, the Contractor shall specify the amount of retainage and interest due a Subcontractor.

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

#### 7.07 DISPUTED AMOUNTS

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

#### 7.08 EFFECT OF PAYMENT

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

#### 7.09 LIENS

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

### ARTICLE 8 - CHANGES IN THE WORK

#### 8.01 CHANGES IN THE WORK

- A. Changes in the Work authorized. Without invalidating the Contract and without notice to the Contractor's surety, the Port may authorize changes in the Work after execution of the Contract, including changes in the Contract Sum or Contract Time. Changes shall occur solely

by Change Order, Unilateral Change Directive, or Minor Change in Work. All changes in the Work are effective immediately, and the Contractor shall proceed promptly to perform the change, unless otherwise provided in the Change Order or Directive.

B. Changes in the Work Defined.

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

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

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

D. Unforeseen Conditions: If the Contractor encounters conditions at the site that are: (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or any soils reports made available by the Port to the Contractor, or (2) unknown physical conditions of an unusual nature that differ materially from

those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall immediately provide oral notice to the Engineer before conditions are disturbed, followed within 24 hours by an initial written notice. The Contractor shall submit a detailed proposal no later than seven (7) days following discovery of differing site conditions. The Engineer will promptly investigate these conditions and, if the Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost or time required for performance of any part of the Work, will establish a change in the Contract Sum or Contract Time, or both, consistent with the requirements of the Contract Documents. If the Contractor disputes the Engineer's determination, the Contractor may proceed as provided in the dispute resolution procedure (Article 11). No increase to the Contract Sum or the Contract Time shall be allowed if the Contractor does not comply with the contractual requirements or if the Contractor knew, or reasonably should have known, of the concealed conditions prior to executing the Contract.

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

designee and invoices shall be submitted with an Application for Payment within sixty (60) days of performance of the Work.

## 8.02 CHANGES IN THE CONTRACT SUM

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

costs are permitted if the equipment is brought to the site solely for the change in the Work. Mobilization and standby costs shall not be charged for equipment already present on the site.

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

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

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

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

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

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

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

#### 8.03 CHANGES IN THE CONTRACT TIME

- A. Extension of the Contract Time. If the Contractor is delayed at any time in the commencement or progress of the Work by events for which the Port is responsible, by unanticipated abnormal weather (subject to Section 8.03(E) below), or by other causes not the fault or responsibility of the Contractor that the Port determines may justify a delay in the Contract Time, then the Contract Time shall be extended by Change Order for such reasonable time as the Port may determine. In no event, however, shall the Contractor be entitled to any extension of time absent proof of: (1) delay to an activity on the critical path of the Project, or (2) delay transforming an activity to the critical path, so as to actually delay the anticipated date of Substantial Completion.
- B. Allocation of responsibility for delay not caused by Port or Contractor. If a delay was not caused by the Port, the Contractor, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time but not an increase in the Contract Sum.
- C. Allocation of responsibility for delay caused by Port. If a delay was caused by the Port or someone acting on behalf of the Port and affected the critical path, the Contractor shall be entitled to a change in the Contract Time and Contract Sum in accordance with Section 8.02. The Contractor shall not recover damages, an equitable adjustment, or an increase in the Contract Sum or Contract Time from the Port; however, where the Contractor could reasonably have avoided the delay. The Port is not obligated directly or indirectly for damages for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.
- D. Allocation of responsibility for delay caused by Contractor. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.
- E. Adverse weather. If adverse weather is identified as the basis for a claim for additional time, the claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not reasonably have been anticipated and had an adverse effect on the critical path of construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred.

Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. For a claim based on adverse weather, the Contractor shall be eligible only for a change in the Contract Time (but not a change in the Contract Sum) if the Contractor can substantiate that there was significantly greater than normal inclement weather considering the full term of the Contract Time.

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

#### 8.04 RESERVATION OF RIGHTS

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

#### 8.05 UNIT PRICES

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

## **ARTICLE 9 - SUSPENSION AND TERMINATION OF CONTRACT**

### **9.01 PORT'S RIGHT TO SUSPEND WORK**

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

### **9.02 TERMINATION OF CONTRACT FOR CAUSE BY THE PORT**

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



### 9.03 TERMINATION OF CONTRACT FOR CONVENIENCE BY THE PORT

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

### 9.04 TERMINATION OF CONTRACT BY THE CONTRACTOR

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

### 9.05 SUBCONTRACT ASSIGNMENT UPON TERMINATION

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

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

## **ARTICLE 10 - BONDS**

### **10.01 CONTRACTOR PERFORMANCE AND PAYMENT BONDS**

- A. Contractor to furnish performance and payment bonds. Within ten (10) days following its receipt of a notice of award, and as part of the Contract Sum, the Contractor shall secure and furnish duly executed performance and payment bonds using the forms furnished by the Port. The bonds shall be executed by a surety (or sureties) reasonably acceptable to the Port, admitted and licensed in the State of Washington, registered with the Washington State Insurance Commissioner, and possessing an A.M. Best rating of "A-, FSC (6)" or better and be authorized by the U.S. Department of the Treasury. Pursuant to RCW 39.08, the bonds shall be in an amount equal to the Contract Sum, and shall be conditioned only upon the faithful performance of the Contract by the Contractor within the Contract Time and upon the payment by the Contractor of all taxes, fees, and penalties to the State of Washington and all laborers, Subcontractors, and suppliers, and others who supply provisions, equipment, or supplies for the performance of the Work covered by this Contract. The bonds shall be signed by the person or persons legally authorized to bind the Contractor.
- B. On contracts of one hundred fifty thousand dollars or less, at the option of the contractor as defined in RCW 39.10.210, the Port may, in lieu of the bond, retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the Employment Security Department, and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.  
  
For contracts of one hundred fifty thousand dollars or less, the Port may accept a full payment and performance bond from an individual surety or sureties.
- C. Port may notify surety. If the Port makes or receives a claim against the Contractor, the Port may, but is not obligated to, notify the Contractor's surety of the nature and amount of the claim. If the claim relates to a possibility of a Contractor's default, the Port may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

## **ARTICLE 11 - DISPUTE RESOLUTION**

### **11.01 NOTICE OF PROTEST AND CLAIM**

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

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

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

#### 11.02 MEDIATION

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

#### 11.03 LITIGATION

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

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

## **ARTICLE 12 - MISCELLANEOUS**

### **12.01 GENERAL**

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

### **12.02 WAIVER**

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

### **12.03 GOVERNING LAW**

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

### **12.04 COMPLIANCE WITH LAW**

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

#### 12.05 ASSIGNMENT

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

#### 12.06 TIME LIMIT ON CAUSES OF ACTION

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

#### 12.07 SERVICE OF NOTICE

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

#### 12.08 RECORDS

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

#### 12.09 STATUTES

- A. Contractor to comply with Washington statutes. The Contractor shall abide by the provisions of all applicable statutes, regulations, and other laws. Although a number of statutes are

referenced in the Contract Documents, these references are not meant to be, and are not, a complete list.

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTAL REQUIREMENTS**

- A. Evidence of the required insurance within 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 insureds for both ongoing and completed operations by endorsement to the policy using ISO Form CG 20 10 11 85 or forms CG 20 10 04 13 and CG 20 37 04 13 (or equivalent coverage endorsements). The inclusion of the Port and the NWSA as additional insureds 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 and the NWSA;
  - 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 and the NWSA.
- 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 insureds, 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. 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. 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 an additional insureds on the CPL policy.
5. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- The policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.
- E. Except where indicated above, the limits of all insurance required to be provided by the Contractor shall be not less than \$2,000,000 for each occurrence. If the coverage is aggregated, the coverage shall be no less than two times the per occurrence or per claim limit. However, coverage in the amounts of these minimum limits shall not be construed as to relieve the Contractor from liability in excess of such limits. Any additional insured endorsement shall NOT be limited to the amounts specified by this Contract, unless expressly waived in writing by the Port.
- F. Contractor shall certify that its operations are covered by the Washington State Worker's Compensation Fund. The Contractor shall provide its Account Number or, if self-insured, its Certificate of Qualification Number. The Contractor shall also provide evidence of Stop-Gap Employers' Liability Insurance.
- United States Longshoremen's and Harbor Worker's Act (USL&H) and Jones Act may be required for this project. The Contractor shall be solely responsible for determining the applicability of USL&H and Jones Act coverage. The failure of the Contractor to procure either USL&H or Jones Act coverage shall at no time create liability on the part of the Port. The Contractor shall bear all responsibility and shall indemnify and hold harmless the Port for any and all liability, cost, and/or damages.
- G. The Contractor shall furnish, within ten (10) days following issuance of the Notice of Award, a certificate of insurance satisfactory to the Port evidencing that insurance in the types and minimum amounts required by the Contract Documents has been secured. The Certificate of Insurance shall be signed by an authorized representative of the insurer together with a copy of the endorsement, which shows that the Port and the NWSA are named as additional insureds.
- H. Contractor shall provide at least forty-five (45) days prior written notice to the Port of any termination or material change, or ten (10) day's-notice in the case of non-payment of premium(s).
- I. If the Contractor is required to make corrections to the Work after Final Completion, the Contractor shall obtain at its own expense, prior to the commencement of any corrective work, insurance coverage as required by the Contract Documents, which coverage shall be maintained until the corrections to the Work have been completed and accepted by the Port.

#### 1.04 BUILDER'S RISK INSURANCE

- A. Until Final Completion of the Work, the construction Work is at the risk of the Contractor and no partial payment shall constitute acceptance of the Work or relieve the Contractor of responsibility of completing the Work under the Contract.

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

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

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - PRODUCTS - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

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

- A. The Contractor shall pay (and shall ensure that all Subcontractors of any tier pay) all prevailing wages and other wages (such as Davis-Bacon Act wages) applicable to the Project.
- B. Pursuant to RCW 39.12, "Prevailing Wages on Public Works," no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the "prevailing rate of wage" in effect as of the date that bids are due.
  - 1. Based on the Bid Date, the applicable effective date for prevailing wages for this Project is MMMM DD, 2019.
- C. The State of Washington prevailing wage rates applicable for this public works Project, which is located in Pierce County, may be found at the following website address of the Department of Labor and Industries:  
  
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
- D. The schedule of the prevailing wage rates is made a part of the Contract Documents by reference as though fully set forth herein, and a printed copy of the applicable prevailing wage rates are also available for viewing at the Port Administration Building, located at 1 Sitcum Plaza, Tacoma, WA 98421 (253-383-5841). Upon request to the Procurement Department at [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com), the Port will email or mail a hard copy of the applicable Journey Level prevailing wages for this Project.
- E. Questions relating to prevailing wage data should be addressed to the Industrial Statistician.

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

Telephone: (360) 902-5335

Facsimile: (360) 902-5300

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

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **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 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 all labor, materials and equipment required to complete the work, and as described in these documents. The Contractor shall perform the work in accordance with the Memorandums of Agreement (MOA) between the ILWU Local 22 and Local 23 and the Northwest Seaport Alliance. The MOA's are included in Appendix C and D respectively. ILWU Local 22 shall be utilized to cut up disassembled structural crane parts placed on the pier. ILWU Local 23 shall be utilized for work loading previously deconstructed or intact container cranes onto a vessel, barge, truck or rail car. For coordination and contracting of ILWU labor, contact Mark Little (253) 383-9453 or Ricardo Charlton (253) 428-8692 for ILWU Local 22 and Ryan Whitman (253) 606-5452 or Jared Faker (253) 651-6041 for ILWU Local 23.
  - 2. The Container Crane Disposal - Cranes 2301, 2302, 2405 and 2406 consists of: The base bid to completely remove container cranes 2301 and 2302 from Pier 3 including spare parts, salvage and handover Port identified parts. The additive alternate bid, if the Port elects to include, to completely remove container cranes 2405 and 2406 from Pier 3 including spare parts, salvage and handover Port identified parts. The extent of crane removal includes the entire crane structure and medium voltage power cable to the crane power vault located on the pier. Spare parts will be made available to the Contractor to pick up at the Port of Tacoma Maintenance Shop at 802 Port Center Rd, Tacoma, WA 98421. Parts will be crated and/or palletized to the extent possible.

### **1.02 LOCATION**

- A. The work is located at:
  - 1101 Port of Tacoma Rd
  - Tacoma, WA

### **1.03 EXISTING CONDITIONS DEMOLITION/REMOVAL PLAN**

- A. The Contractor shall review and utilize the Port provided Pier 3 Upgrade Record Drawings, located in Appendix E, and Condition Assessment, located in Appendix F, showing the existing conditions of the facility to devise a demolition/removal plan for approval by Owner. The demolition/removal plan shall provide for the protection of the wharf. The structural loading shall not exceed the safe working capacity of the wharf structure. As part of the plan, provide engineering analysis stamped by a Structural Engineer licensed in the State of Washington confirming loads imposed on the wharf structure are within the safe working capacity and that the cranes are stable throughout the entire demolition/removal process. The Contractor shall not topple or pull over any part of the crane.
- B. The Port will not charge the Contractor any wharfage or dockage fees within the designated areas at Pier 3 for the purposes of demolition/removal of the cranes.



**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.
  - 2. The Contractor shall have access to the construction site off of Port of Tacoma Road through the Port of Tacoma main gate. Refer to the Site Plan included on drawing sheet C2. All Contractor's employee cars and other private vehicles shall be parked within the Contractor's fenced work area.
  - 3. Once within the terminal the Contractor shall follow the route designated on the Site Plan on drawing sheet C2. The Contractor may at any time be required to alter this route as directed by the Husky Terminal operations or Port of Tacoma to avoid terminal operation conflicts.
  - 4. Husky Terminal/Pier 3 is an active container terminal. Terminal operations shall not be impacted by construction activities; terminal operator equipment and vehicles shall have the right-of-way at all times.
  - 5. Work within the Restricted Use Area shown of drawing sheet C2 shall have the following restrictions.
    - a. While a vessel is in berth at Pier 3 the Contractor shall remove all tools, equipment, materials and move the temporary fencing out of the 150ft by 250ft area. Contractor shall anticipate the need to move the fence in and out one (1) time per week.
    - b. It is anticipated that a vessel will be in berth at Pier 3 for up to three (3) consecutive days. If the vessel remains at berth more than three (3) consecutive days, the Port will add an equal amount of calendar days to the Contract for each occurrence.
    - c. Due to variations in vessel schedules, these restrictions will be coordinated weekly with the Engineer.
    - d. During ship arrivals and departures at Pier 3 the Contractor is to accommodate the line handlers that may need to access bollards within the designated work area. Demolition work may need to be temporarily suspended during this activity for safety reasons.
  - 6. Contractor shall reduce fenced in working area by 100 feet along the pier face after each crane is fully removed.

7. There are no work hour restrictions associated with this location, although the Contractor shall comply with local ordinances with regard to noise and work hour restrictions. In the event the Contractor is planning to work outside typical work hours (Monday - Friday 0700 - 1700) the Contractor is to notify the Engineer at least 3 days in advance to arrange for necessary inspection and testing as may be necessary.
8. Access to and from the Port of Tacoma main gate and crane removal area is restricted and subject to TWIC requirements as noted in Section 00 73 63 Security Requirements at the Port. The Contractor, as part of its bid, shall include the cost of necessary TWIC escorts to convey employees to and from the main gate and crane removal areas.
9. Access on Pier 3 is restricted to the fenced areas denoted on the Site Plan included on drawing sheet C2. Exceptions include transiting to and from the main gate.
10. The Blair Waterway is an active waterway. The Contractor shall plan all activities around the active ship traffic. At no time will the Contractor be allowed to block ship traffic along the waterway. Coordinate with the Engineer for vessel schedules.

**B. Work Site Regulations**

1. Keep within the limits of work and assigned avenues of ingress and egress. Do not enter any areas outside the designated work location unless previously approved by the Engineer. The Contractor must comply with the following conditions:
  - a. Restore all common areas to a clean and useable condition that permits the resumption of Tenant operations after the Contractor ceases daily work.
  - b. Be responsible for control and security of Contractor-owned equipment and materials at the work site. Report to Port Security (phone (253) 383-9472) any missing/lost/stolen property.
  - c. Ensure all materials, tools and equipment will be removed from the site or secured within the designated laydown area at the end of each shift.

**PART 2 - PRODUCTS**

**PART 3 - EXECUTION**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 PAYMENT PROCEDURES**

- A. Monthly pay estimates shall clearly identify the work performed for the given time period based on the approved Schedule of Values.
  - 1. At the Pre-construction meeting, the Engineer and the Contractor shall agree upon a date each month when payment applications shall be submitted.
- B. For each pay estimate the Contractor shall submit the following:
  - 1. Completed "Application and Certificate for Payment" on form as required by Division 01 or as established by the Engineer.
  - 2. Baseline Project Schedule and narrative updated as required by Section 01 32 16 of the Project Manual.
  - 3. Completed "Amounts Paid to Subcontracts and Suppliers" showing total contract amount, amount paid this estimate, total paid to date, and balance owing.
  - 4. Completed "Conditional Release and Waiver of Liens and Claims."
  - 5. An estimated cashflow statement projecting the Contractor's monthly billings on the project shall be submitted with each payment application.
- C. Prior to submitting a payment application, the Contractor and Engineer shall meet each month to review the work accomplished to determine the actual quantities including labor, materials and equipment charges to be billed.
  - 1. Prior to the payment application meeting, the Contractor shall submit to the Engineer all measurement documentation as referenced in these contract documents; to include all measurement by weight, volume or field.
  - 2. For all change work being done on a force account basis, the Contractor shall submit prior to meeting with Engineer all Force Account back-up documentation as required to process the payment application where Force Account work is being billed. The Engineer and the Contractor shall review the documentation at the payment application meeting to verify quantities and review the work accomplished.
  - 3. The Contractor shall bring a copy of all documentation to the pay application meeting with the Engineer.
  - 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. 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 - Cranes 2301 & 2302

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: Dispose of Container Cranes 2301 & 2302.

1. Item Description: The Work of this item includes; the complete removal of container cranes 2301 and 2302 including all associated spare parts listed in Appendix G from Pier 3. The extent of crane removal includes the entire crane structure and medium voltage power connection crane side to the crane power vault.
2. Measurement: This item will be measured by each.
3. Payment: This item will be paid for based on actual quantities for the period being billed.

### D. Item #4: Removal and Loading of Port Identified Parts.

1. Item Description: The Work of this item includes; the removal and loading of Port identified parts from cranes 2301 and 2302. The parts to be salvaged for the Port include; four gantry rail brake units and one complete power factor unit. Parts to be removed and stored until loaded on a Port provided truck or trailer and may come from either or both cranes.

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 #A-1: Mobilization and Demobilization
1. Payment for MOBILIZATION AND DEMOBILIZATION shall be the incremental increase of the alternate 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.
- F. Item #A-2: Project Administration - Cranes 2405 & 2406
1. Item Description: The Work of this item includes the incremental increase of the alternate for 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.
- G. Item #A-3: Dispose of Container Cranes 2405 & 2406.
1. Item Description: The Work of this item includes; the complete removal of container cranes 2405 & 2406 including all associated spare parts listed in Appendix H from Pier 3. The extent of crane removal includes the entire crane structure and medium voltage power connection crane side to the crane power vault.
  2. Measurement: This item will be measured by each.
  3. Payment: This item will be paid for based on actual quantities for the period being billed.
- H. Item #A-4: Removal and Loading of Port Identified Parts.

1. Item Description: The Work of this item includes; the removal and loading of Port identified parts from cranes 2045 and 2406. The parts to be salvaged for the Port include; two (2) each master switches for hoist, gantry and trolley for a total of six (6) master switches. Parts to be removed and stored until loaded on a Port provided truck or trailer.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**



## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

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

- 1. List of Labor Rates

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

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

- 2. List of Equipment.

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

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

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

- A. One of the following methods shall be used:

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

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

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

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

## 1.05 PROPOSAL REQUESTS

- A. Port-Initiated Proposal Requests: The Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. Work Change Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
  2. Contractor shall submit a written proposal within the time specified in the General Conditions. The proposal shall represent the Contractor's offer to perform the requested work, and the pricing set forth within the proposal shall represent full, complete, and final compensation for the proposed change and any impacts to any other Contract Work, including any adjustments in the Contract Time.
    - a. Include a breakdown of the changed work in sufficient detail that permits the Engineer to substantiate the costs.
      - 1) Generally, the cost breakdown should be divided into the time and materials categories listed in the General Conditions under Article 8.02.B for either Lump Sum Proposals or Force Account Proposals.
      - 2) For Unit Price Proposals, include the quantity and description of all work involved in the unit pricing being proposed, along with a not to exceed total cost.
    - b. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or differing site conditions require modifications to the Contract, the Contractor may initiate a claim by submitting a request for a change to the Engineer.
1. Notify the Engineer immediately upon finding differing conditions prior to disturbing the site.
  2. Provide follow-up written notification and differing site conditions proposal within the time frames set forth in the General Conditions.
  3. Provide the differing site condition change proposal in the same or similar manner as described above under 1.05.A.
  4. 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 10 days of contract execution.
  - 1. No contract time extension shall be granted for any delays in issuance of the NTP by the Engineer due to the Contractor's failure to provide acceptable submittals required by the Contract Documents.

### **1.03 COORDINATION**

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

### **1.04 PROJECT MEETINGS**

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

- a. Review minutes of previous meeting
- b. Review of work progress
- c. Field observations, problems, and decisions
- d. Identification of problems that impede planned progress
- e. Maintenance of Progress Schedule (3 weeks ahead; 1 week back)
- f. Corrective measures to regain projected schedules
- g. Planned progress during succeeding work period
- h. Coordination of projected progress
- i. Maintenance of quality and work standards
- j. Effect of proposed changes on progress schedule and coordination
- k. 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 preliminary schedule and construction progress schedule, bar chart type.

### **1.02 SUBMITTALS**

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

### **1.03 QUALITY ASSURANCE**

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

### **1.04 SCHEDULE FORMAT**

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

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

## **PART 3 EXECUTION**

### **3.01 BASELINE SCHEDULE**

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

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

### 3.02 PROGRESS SCHEDULE

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

### 3.03 UPDATING SCHEDULE

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

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

**END OF SECTION**

## **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 10 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 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 been reviewed by the Port with comments as noted.
  5. Revise and Resubmit - Means, rejected because of major inconsistencies or errors. Resolve or correct before next submittal.
  6. Rejected - Means, submitted material does not conform to the Contract Documents in a major respect (e.g., wrong material, size, capacity, model, etc.).
- B. Submittals marked "No Exceptions Taken," "Make Corrections Noted," or "Reviewed as Noted" authorizes Contractor to proceed with construction covered by those data sheets or shop drawings with corrections, if any, incorporated.
- C. When submittals or prints of shop drawings have been marked "Revise and Resubmit" or "Rejected," Contractor shall make the necessary corrections and submit required copies. Every

revision shall be shown by number, date, and subject in a revision block, and each revised shop drawing shall have its latest revision numbers and items clearly indicated by clouding around the revised areas on the shop drawing.

- D. Submittals authorized by the Engineer do not in any case supersede the Contract Documents. The approval by the Engineer shall not relieve the Contractor from responsibility to conform to the Drawings or Specifications, or correct details when in error, or ensure the proper fit of parts when installed. A favorable review by the Port of shop drawings, method of work, or information regarding material and equipment Contractor proposes to furnish shall not relieve Contractor of its responsibility for errors therein and shall not be regarded as assumption of risk or liability by the Port or its officers, employees, or representatives. Contractor shall have no claim under the Contract on account of failure or partial failure, or inefficiency or insufficiency of any plan or method of work, or material and equipment so accepted. Favorable review means that the Port has no objection to Contractor using, upon its own full responsibility, the plan or method of work proposed, or furnishing the material and equipment proposed.
- E. It is considered reasonable that the Contractor's submittals shall be complete and acceptable by at least the second submission of each submittal. The Port reserves the right to deduct monies from payments due Contractor to cover additional costs for review beyond the second submission.

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

## **PART 3 - EXECUTION**

### **3.01 PREPARATION OF SUBMITTALS**

- A. The Contractor shall submit all shop drawings, catalog cuts, brochures and physical samples using e-Builder® (a web based construction management software). All post-document-generated notations such as notes, arrows, stamps, clouding, or other items, are required to be shown directly on the submittal document. **Each submittal shall be accompanied by a transmittal developed within the e-Builder® software.**
- B. A separate submittal shall be prepared for each product or procedure and shall be further identified by referencing the Specification Section and paragraph number and each submittal shall be numbered consecutively.
- C. Product submittals that cannot be accomplished electronically shall be submitted electronically without attachments, marked as being hand delivered, and accompanied by a printed version of a transmittal.
- D. Shop and detail drawings shall be submitted in related packages. All equipment or material details which are interdependent, or are related in any way, must be submitted indicating the complete installation. Submittals shall not be altered once marked "No Exceptions Taken" Revisions shall be clearly marked and dated. Major revisions must be submitted for approval.
- E. The Contractor shall thoroughly review all shop and detail drawings, prior to submittal, to assure coordination with other parts of the work.
- F. Components or materials which require shop drawings and which arrive at the job site prior to approval of shop drawings shall be considered as not being made for this project and shall be subject to rejection and removal from the premises.
- G. All submittal packages including, but not limited to, product data sheets, mix designs, shop drawings and other required information for submittal must be submitted, reviewed and approved before the relevant scheduled task may commence. It is the responsibility of the Contractor to provide the submittal information which may drive a task on the construction

schedule to submit items well enough in advance as to provide adequate time for review and comment from the Engineer without adversely impacting the construction schedule.

- H. When completing the e-Builder® submittal form, a Date Due field is required to be completed. This field is intended to inform the Port of the urgency of the submittal. Failure of the Port to return the submittal by the date provided by the Contractor will not be considered grounds for a contract time extension.

### 3.02 PRE-WORK SUBMITTALS

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

### 3.03 MAINTENANCE OF SUBMITTAL LOG

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

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



- g. Confined-space entry (could include dewatering storage tanks, manholes, or other items),
    - h. Confined-space rescue, and
    - i. Odorous conditions and toxic gases;
  - 9. Exposure monitoring to be used to evaluate actual hazards compared with anticipated conditions, including but not limited to lead and 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. Respirator fit testing, if applicable
  - 16. Name and qualification of person preparing the HASP and person designated to implement and enforce the HASP;
  - 17. Truck or barge loading procedures;
  - 18. Lighting and sanitation; and
  - 19. Signatory page for site personnel to acknowledge receipt, understanding, and agreement to comply with the HASP.
- B. Prior to the start of any Work, the Contractor shall provide a site specific Spill Prevention, Control and Countermeasures (SPCC) Plan, which meets all the requirements of local, state and federal laws, rules and regulations.
- C. Contractor may submit the HASP and SPCC Plan as one comprehensive document or may submit the plans as separate documents.

### 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.

2. Skin and Eye Contact: Dusts generated during site work activities may settle on the skin or clothing of site workers. Precautions to prevent skin or eye contact with hazardous materials will be included in the HASP.
  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. Work over or adjacent to water, presenting hazards of falling into water, hypothermia from exposure to the elements, and drowning;
  2. Operation of marine equipment, including winches, dredges, and related equipment, entrapment, ensnarement, and being struck by moving parts hazards;
  3. Major hazards associated with moving construction vehicles and trucks, noise, thermal stress, contact with unguarded machines, strains from heavy lifting, and reduced visibility and communications difficulties in work area; and
  4. Operation of equipment, including loaders, forklifts, 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. Fire extinguishers;
  7. Equipment to support hot work;
  8. Equipment to support lockout/tagout procedures;
  9. Scaffolding and fall protection equipment;
  10. Personal protective equipment (hard hats, foot gear, skin, eye, and respiratory protection);
  11. Area and personnel exposure monitoring equipment;
  12. Demolition equipment and supplies;
  13. Decontamination equipment and supplies;

- 14. First aid equipment;
- 15. Spill response and spill prevention equipment; and
- 16. Field documentation logs/supplies.

### **PART 3 - EXECUTION**

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

- A. Contractor shall comply with health and safety rules, regulations, ordinances promulgated by the local, state, and federal government, the various construction permits, and other sections of the Contract Documents. Such compliance shall include, but not be specifically limited to: any and all protective devices, equipment and clothing; guards; restraints; locks; latches; switches; and other safety provisions that may be required or necessitated by state and federal safety regulations. The Contractor shall determine the specific requirements for safety provisions and shall have inspections and reports by the appropriate safety authorities to be conducted to ensure compliance with the intent of the regulations.
- B. 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 lead and asbestos, until the HASP is reviewed by the Engineer.
- 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 to include special work practices warranted by jobsite conditions actually encountered. Special practices could include provisions for decontamination of personnel and equipment, and the use of special equipment not covered in the initial plan.
- E. Contractor shall perform whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees of the Engineer, Engineer's Representative, and Contractor) and property during the Contract period. This requirement applies continuously and is not limited to normal working hours.
- F. The Engineer's review of the Contractor's performance does not include an opinion regarding the adequacy of, or approval of, the Contractor's safety supervisor, the site-specific HASP, safety program or safety measures taken in, on, or near the job site.
- G. Accidents causing death, injury, or damage must be reported immediately to the Engineer and the Port Security Department in person or by telephone or messenger. In addition, promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- H. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing within 24 hours after occurrence, to the Engineer, giving full details of the claim.

### 3.02 SITE SAFETY AND HEALTH OFFICER

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

### 3.03 GENERAL SAFETY GUIDELINES FOR HAZARDOUS GASES

- A. The generally accepted procedure to protect the worker from the effects of the dangers from hazardous gases is through the use of four safeguard measures:
  - 1. Test the atmosphere: Before entering a confined space, underground vault, or any other enclosed space, the atmosphere shall be tested to detect any adverse environmental conditions with a gas detector instrument. Test instruments shall be properly maintained and calibrated. The test shall be conducted from top to bottom or every four (4) feet.
  - 2. Ventilate all confined spaces: Before entry and during the entire time workers are in the confined space. Forced ventilation is the generally accepted procedure.
  - 3. Use appropriate safety equipment: All personnel shall be trained to operate the appropriate safety equipment that are to be utilized during the course of their work. It is the responsibility of the Contractor's Site Safety and Health Officer to ascertain that all safety equipment is being used when appropriate.
  - 4. Provide backup safety personnel: Prior to any personnel entering a confined space, a separate individual shall be positioned outside the space.
- B. Safety Monitoring Instrumentation: The Safety and Health Officer shall have appropriate instruments (detector[s]) to test for oxygen deficiency and for the presence of methane gas, hydrogen sulfide, and/or other known or suspected vapors and gases. The Site Safety and Health Officer shall periodically calibrate the instruments, regularly test the confined space areas and other work areas for safe working conditions, and ensure that appropriate safety equipment is available.

### 3.04 SUPPLEMENTAL SAFETY PROGRAM FOR GASES

- A. Recommended Precautions: In addition to conforming to safety rules and regulations of governmental authorities having jurisdiction, the Contractor shall conform to the following minimum precautionary measures:
  - 1. Frequently monitor for all possible hazardous gases, oxygen deficiency and other known or suspected vapors and gases.
  - 2. Prohibit smoking in or near confined spaces. Smoking will be permitted only in those areas designated by the Site Safety and Health Officer.
  - 3. In the event toxic gas is present in sufficient quantities to trigger a gas detection alarm, the Contractor shall immediately evacuate all personnel from the area until determined safe by the Site Safety and Health Officer.

4. Do not use explosives.
  5. Do not leave refuse exposed overnight, unless otherwise approved by the Engineer. Any refuse exposed during construction activities shall be covered with tarps, or membrane.
  6. Do not weld in enclosed areas unless performed in areas tested and approved by the Site Safety and Health Officer.
  7. As construction progresses, all pipe openings and valves shall be closed as soon as installed to prevent the migration of gases through the pipeline system.
- B. Suggested Measures: If not already included in the Contractor's standard safety practices, the Contractor shall add the following measures to their safety program:
1. No worker shall be allowed to work alone in a confined space. An individual shall be positioned outside the confined space, but within eyesight of the workers in the confined space, and assist them should an emergency develop.
  2. Fire extinguishers with a rating of at least A, B, and C shall be available onsite.

### 3.05 SPILL PREVENTION AND CONTROL

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

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

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

- A. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, and General Requirements, apply to this work as specified in this section. Work related to this Section is described in, but not limited to:
1. Section 01 35 29 – Health, Safety, and Emergency Response Procedures
  2. Section 01 74 19 – Waste Management and Disposal
  3. Section 02 81 00 – Removal and Disposal of Universal Waste
  4. Section 02 82 13 – Asbestos Abatement
  5. Section 02 83 13 – Lead Hazard Control Activities

### **1.03 NOTIFICATION AND SUSPENSION**

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

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

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

**END OF SECTION**



## **PART 1 - GENERAL**

### **1.01 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  $\geq 25$ hp and meet or exceed EPA 1994 on-road diesel engine emission standards for on-road equipment except as follows:
  - 1. Equipment being used in an emergency or public safety capacity
- B. The Contractor shall not discharge smoke, dust, and other hazardous materials into the atmosphere that violate local, state or federal regulations.
- C. No vehicles can idle for more than 5 consecutive minutes, except as follows:
  - 1. Idling is required to bring or maintain the equipment to operating temperature;
  - 2. Engine idling is necessary to accomplish work for which the equipment was designed (i.e. operating a crane); 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. Conform with the requirements of applicable permits, codes, and regulations as may govern the Work.
- B. Obtain and pay fees for licenses, permits, inspections, and approvals required by laws, ordinances, and rules of appropriate governing or approving agencies necessary for proper completion of Work.
- C. Conform with current applicable codes, regulations and standards, which is the minimum standard of quality for material and workmanship. Provide labor, materials, and equipment necessary for compliance with code requirements or interpretations, although not specifically detailed in Drawings or specifications. Be familiar with applicable codes and standards prior to bidding.

### **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.

**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. The Contractor may utilize the 480V ship power and water facilities located within bullrail for disposal operations.
- B. Ancillary electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes, beyond what is noted above in 1.02.A shall be provided by the Contractor.
- 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 allow for efficient communication via telephone and the Internet with the Port and outside parties at all times during the duration of the project.

### **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 FENCING**

- A. Provide 6 ft. (1.8 m) high fence around construction site; equip with vehicular gates with locks.
- B. Contractor shall reduce fenced in working area by 100 feet along the pier face after each crane is fully removed.

### **1.06 FIELD OFFICES**

- A. The Contractor, at its option, may provide a field office. The field office must be placed within the designated work area provided.

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

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 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 specified.
- B. Traffic Cones and Drums: As approved by local jurisdictions.

## **PART 3 - EXECUTION**

### **3.01 ACCESS TO SITE**

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

### **3.02 PARKING**

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

### **3.03 CONSTRUCTION PARKING CONTROL**

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

### **3.04 TRAFFIC CONTROL**

- A. Provide trained and equipped flag persons as needed to regulate traffic when construction operations or traffic encroach on terminal operations and access for terminal equipment in and out of the terminal and North Intermodal Yard.
- 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, Husky Terminal, and North Intermodal Yard operations to accommodate the Contractor's work and access and the safety of terminal and rail operations. It will be the Contractor's responsibility to work with the Longshore representative to establish access and flagging requirements across the two North Intermodal Yard gates for the duration of the project. At a minimum the Contractor should anticipate flaggers at each gate during material deliveries and removal of crane pieces by truck.
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.

### 3.05 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 terminal and rail operations. Terminal and rail operations have priority to Contractor's work.

### 3.06 MAINTENANCE

- A. Maintain traffic and parking areas in a sound condition free of 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.

### 3.07 REMOVAL, REPAIR

- A. Repair existing facilities damaged by use, to original condition.

### 3.08 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. 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 Temporary Erosion and Sediment Control (TESC) Best Management Practices (BMPs) to prevent pollution of air and water; and to control, respond to, and dispose of eroded sediment and turbid water during the term of the Contract.
- B. These TESC requirements shall apply to all areas associated with the Work, including but not limited to the following:
  - 1. Work areas;
  - 2. Equipment and material storage areas;
  - 3. Staging areas;
  - 4. Stockpiles; and
  - 5. Discharge points within or adjacent to the work areas that are impacted by stormwater runoff from the site.
- C. Acceptance of TESC plans does not constitute an approval of permanent Work or drainage design (e.g., size and location of roads, pipes, restrictors, channels, retention facilities, utilities, etc.).
- D. Contractor shall read and conform to all requirements set forth in Washington Department of Ecology's (Ecology) Phase I Municipal Stormwater Permit 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," current version for Port of Tacoma.
  - 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).
  - 5. City of Tacoma, "Surface Water Management Manual," Tacoma Public Works, Environmental Services, current version.

### **1.03 SUBMITTALS**

- A. Prior to the start of any construction activities, a Construction Stormwater Pollution Prevention Plan (SWPPP), as required by the NPDES permit.
  - 1. Contractor must provide a project SWPPP.
  - 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.

#### 1.04 AUTHORITY OF ENGINEER

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

### **PART 2 – PRODUCTS**

#### 2.01 DUST CONTROL

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

### **PART 3 – EXECUTION**

#### 3.01 GENERAL

- A. The Port has a Phase I Municipal Stormwater Permit (MS4). The Contractor shall be responsible to 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 Construction Stormwater permit.
- 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.

#### 3.02 TEMPORARY EROSION AND SEDIMENT CONTROL DEVELOPMENT

- A. The Port project SWPPP Short Form template is included in Appendix B.
  - 1. The SWPPP describes construction activities and sequencing, and the proposed Temporary and Permanent Erosion and Sediment Control measures. If there are any changes to BMPs or personnel on the site, Contractor must update the SWPPP and be prepared to submit the SWPPP to the Port and Ecology upon request.
  - 2. The SWPPP shall consist of planning, installing, inspecting, maintaining, and removing TESC BMPs per Volume II of the Stormwater Management Manual for Western Washington (current version) or equivalent. The BMPs shown in the Drawings are the minimum required to prevent pollution of air and water, to control peak volumetric flow rates and velocity of stormwater, and to control, respond to, and dispose of eroded sediment and turbid water during the term of the Contract.
  - 3. A SWPPP template is available to the Contractor for this purpose. The template was prepared by the Port to meet part of the National Pollution Discharge Elimination System

(NPDES) stormwater permit requirements for the project. Contractor may use the applicable Port template to prepare the project SWPPP or prepare their own SWPPP. If the Contractor elects to prepare their own SWPPP, it must meet or exceed the control measures required by Ecology (reference Ecology's Stormwater Management Manual for Western Washington, current version).

- B. Contractor shall develop project-specific TESC BMPs and incorporate them into the SWPPP. Contractor shall address the following issues as part of developing and implementing the BMPs:
  - 1. TESC BMPs must meet the requirements in Ecology's Volume II of the Stormwater Management Manual for Western Washington (current version) or equivalent.
  - 2. TESC notes and details shown in the Drawings and the information in this Section form a basis of the minimum requirements for a TESC Plan. Contractor shall develop a TESC Plan specific to the construction schedule and proposed means and methods prior to commencing construction activities for the duration of the Project.

### 3.03 TEMPORARY EROSION AND SEDIMENT CONTROL IMPLEMENTATION

- A. Contractor is responsible for implementing and updating the SWPPP including TESC BMPs.
  - 1. Contractor shall inspect the TESC measures daily and maintain these measures to ensure continued proper functioning for the duration of the Project.
  - 2. Contractor will be responsible for documenting TESC site inspections on a weekly basis in areas of active construction and on a monthly basis in areas that have undergone stabilization. Contractor shall keep records of the inspections on site.
  - 3. During the construction period the Contractor shall, at no additional cost to the Port, upgrade and/or maintain TESC measures as needed, based on Contractor means and methods, work sequencing, and changing site conditions (e.g., changes to impervious surface coverage, proximity of work to storm conveyance systems, storm events, etc.). Contractor shall modify these measures for changing site conditions and update the SWPPP to document all modifications made.
- B. Catch basins shall be cleaned when the depth of debris reaches 30% of the sump depth or the debris surface is six (6) inches below the outlet pipe. Contractor shall clean all catch basins, manholes, and conveyance lines, if present, prior to Work completion. The cleaning process shall not flush sediment-laden water into a downstream system.
- C. Contractor shall ensure that water, or a dust palliative and a dispensing subcontractor, if needed, is available for project use. It is the responsibility of the Contractor to develop and adhere to appropriate safety measures pertaining to the palliative use. This also includes ensuring the dispensing subcontractor develops and adheres to the appropriate safety measures, if a dispensing subcontractor is used. Water used for dust suppression shall not be applied at such a rate or in a location that it will generate runoff from the site.
- D. In the event that additional temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the Work as scheduled or as ordered by the Engineer, such work shall be performed by the Contractor at its own expense.
- E. Contractor shall remove all TESC facilities, install permanent site surfacing improvements and permanent BMPs with minimal disturbance, and shall clean stormwater facilities prior to Work completion.

### 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 NOT USED**

## **PART 3 - EXECUTION**

### **3.01 PROGRESS CLEAN-UP**

- A. The Contractor shall clean the project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with all requirements for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials for the type of material to be stored.
  - 4. Coordinate progress cleaning for joint use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free from waste materials and debris.
  - 1. The Contractor shall not allow demolition debris to enter the water. In the event that debris does enter the water, the Contractor shall be responsible to retrieve all of the debris immediately.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the work.
  - 1. Remove liquid spills promptly.
- D. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 74 19.
- E. Apply protective covering where required to ensure protection from damage or deterioration until Substantial Completion.

### **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.
  - 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 of rubbish, waste material, litter, and other foreign substances.

- b. Sweep paved areas broom clean. Remove spills, stains, and other foreign deposits.
- c. Remove tools, construction equipment, machinery, and surplus material from Project site.
- d. The Port may hire a consultant to perform a post cleaning survey of the waterway through dive inspection or bathymetric survey.

### 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 refinishing damaged surface, touching up with matching materials. Restore damaged construction and permanent facilities used during construction to specified condition.

**END OF SECTION**

## **PART 1 GENERAL**

### **1.01 SUMMARY**

- A. This section includes construction waste management requirements.

### **1.02 DEFINITIONS**

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

### **1.03 SUBMITTALS**

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

#### 1.04 PERFORMANCE GOALS

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

#### 1.05 WASTE MANAGEMENT PLAN

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

#### 1.06 WASTE MANAGEMENT FINAL REPORT

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

#### 1.07 QUALITY ASSURANCE

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

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

### **PART 3 - EXECUTION**

#### 3.01 SOURCE-SEPARATED CDL RECYCLING

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

#### 3.02 CO-MINGLED CDL RECYCLING

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

#### 3.03 LANDFILL

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

#### 3.04 REMOVAL OF CDL WASTE FROM PROJECT SITE

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

**END OF SECTION**



## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 ACTION SUBMITTALS**

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

### **1.03 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected.
- B. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request:
  - 1. Complete final cleaning requirements
- C. Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to the date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Notice of Substantial Completion after inspection or will notify Contractor of items, either on the Contractor's list or additional items identified by the Engineer, that must be completed or corrected before notice will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for final completion.

### **1.04 PUNCH LIST (LIST OF INCOMPLETE ITEMS)**

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

### **1.05 FINAL COMPLETION PROCEDURES**

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete and submit the following:
  - 1. 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.

1.06 FINAL ACCEPTANCE PROCEDURES

A. Submittals Prior to Final Acceptance:

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

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

**PART 2 - PRODUCTS**

2.01 NOT USED

**PART 3 – EXECUTION**

3.01 NOT USED

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. The provisions and intent of the Contract, including the General Conditions and General Requirements apply to this work.

### **1.02 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 regulated building material (RBM) abatement, demolition, and removal of Universal Wastes (batteries, lamps, and mercury-containing thermostats or equipment) for the building. Fluorescent light ballasts are NOT Universal Wastes as defined in the State of Washington, but are addressed here because they are handled and managed with Universal Waste lamps.
  - 2. For the purposes of this project, the Contractor will handle, store, transport, dispose, or recycle all Universal Waste Lamps, fluorescent light tubes, and mercury ampules as sodium- or mercury-containing Universal Waste in accordance with the requirements of Washington Administrative Code (WAC) 173-303-573. Fluorescent light ballasts will be handled, stored, transported, disposed, or recycled in accordance with the requirements for polychlorinated biphenyls (PCBs) in WAC 173-303 and 40 CFR 761.
  - 3. The Contractor must verify quantities of Universal Waste lamps, fluorescent tubes, mercury ampules, and potential PCB-containing ballasts prior to start of work.
  - 4. The Contractor is responsible for all costs associated with testing, engineering controls, decontamination, and personal protection as part of this Contract.
  - 5. The Contractor shall manually dismantle each fluorescent or Universal Waste lighting unit, ballast, or lamp and each mercury-containing thermostat. The ballasts, fluorescent tubes, lamps, and mercury ampules will be carefully handled and securely stored to avoid breakage and release of sodium, mercury, or PCBs.
  - 6. Each fluorescent ballast label will be inspected. All ballasts that do not clearly state "No PCBs", or are dated prior to 1979, even if a "No PCBs" label is attached, will be treated as a PCB-containing light ballast requiring containment, storage, transport, and disposal in accordance with applicable regulations. If a ballast contains a label that says "No PCBs", and is not labeled as manufactured before 1979, that ballast can be placed in a drum and labeled as non-hazardous construction debris.
  - 7. The Contractor shall clean any PCB, sodium, or mercury contamination on fixture surfaces.
  - 8. After disposal or recycling, the Contractor shall provide properly completed Uniform Hazardous Waste Manifest(s) or shipping documents from the transporter and all documentation from the treatment, storage, disposal, and recycling facility.
  - 9. The Contractor shall pay all necessary fees and permits related to the removal, handling, transportation, and disposal of Universal Waste components.

### **1.03 LICENSE AND PERMITTING REQUIREMENTS**

- A. The Contractor performing the Work of this Section must be currently licensed by the applicable regulatory agency and the transporter have a current EPA authorization number for the transporting and hauling of extremely hazardous wastes, including mercury and PCBs.

- B. The Contractor performing this work will qualify as a Small Quantity Handler of Universal Waste, as defined by WAC 173-303-573.

#### 1.04 CODES AND REGULATIONS

- A. Due to the potential health and environmental hazards associated with exposure to Universal Wastes during building demolition, the Work shall be performed in compliance with the applicable provisions of the Washington State Division of Occupational Safety and Health (DOSH) and the Washington State Hazardous Waste Management Act, as well as other applicable federal, state, and local codes and regulations governing hazardous materials and hazardous waste. The Contractor is fully responsible for planning and executing all the work under this Contract in a manner that meets the requirements of the WAC for protecting the health and safety of employees, the public, and the environment.
- B. The following regulations of the United States Department of Labor, Occupational Safety and Health Administration (OSHA) and the United States Environmental Protection Agency (EPA) may apply to this Work. In addition, the requirements of the State of Washington are pertinent to this work, including DOSH and the Washington State Department of Ecology (Ecology). Other applicable regulations not specifically identified herein also apply to the work, and if so, are the responsibility of the Contractor for identification and compliance. Applicable regulations are as follows:
1. OSHA, including:
    - a. 29 CFR 1910, Occupational Safety and Health Standards
    - b. 29 CFR 1910.1200, Hazard Communication
  2. EPA, including:
    - a. 40 CFR 761, Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
    - b. 40 CFR 273, Standards for Universal Waste Management
  3. DOSH, including:
    - a. Chapter 296-24 WAC, General Safety and Health Standards
    - b. Chapter 296-62 WAC, General Occupational Health Standards
      - 1) WAC 296-62-054, Hazard Communication
      - 2) WAC 296-62-07515, Control of Chemical Agents
    - c. Chapter 296-155 WAC, Safety Standards for Construction Work
    - d. Chapter 296-843 WAC, Hazardous Waste Operations
  4. Ecology, including:
    - a. Chapter 173-303-573 WAC, Standards for Universal Waste Management
  5. Local regulations, including:
    - a. Local landfill regulations
- C. The Contractor is responsible for ascertaining the extent to which these and other regulations affect the operations and to comply there with.

### 1.05 DEFINITIONS

- A. Battery: A device consisting of one or more electrically connected electrochemical cells which is designed to receive, store, and deliver electric energy. An electrochemical cell is a system consisting of an anode, cathode, and an electrolyte, plus such connections (electrical and mechanical) as may be needed to allow the cell to deliver or receive electrical energy. The term battery also includes an intact, unbroken battery from which the electrolyte has been removed.
- B. Lamps: Any type of high or low pressure bulb or tube portion of an electric lighting device that generates light through the discharge of electricity either directly or indirectly as radiant energy. Universal Waste lamps include, but are not limited to, fluorescent, mercury vapor, metal halide, high-pressure sodium and neon lamps.
- C. Mercury-containing equipment: A device or part of a device (including thermostats, but excluding batteries and lamps) that contains elemental mercury integral to its function. Examples of mercury-containing equipment include thermostats, thermometers, manometers, and electrical switches.
- D. Universal waste: Any of the following dangerous wastes that are subject to the universal waste requirements of WAC 173-303-573, limited to batteries, mercury-containing equipment, and lamps.

### 1.06 PERSONNEL TRAINING

- A. All personnel removing or handling hazardous building materials for this project shall have current certification for Hazardous Waste Operations per WAC 296-843.
- B. Special on-site training specific to equipment and procedures unique to this project shall be completed, as required.
- C. Training in emergency response and evacuation procedures shall be provided to all site employees by the Contractor.

### 1.07 SUBMITTALS

- A. Contractor shall provide complete submittals as per Section 01 33 00 – Submittal Procedures for review by the Port.
- B. Pre-work Submittals
  - 1. RBM Abatement Work Plan to include work processes, permits, training records, medical clearances, and certifications to cover abatement of Universal Wastes, abatement of asbestos, removal and disposal of PCB-containing building materials, and control of lead and PCB hazards during demolition. The plan must include:
    - a. A copy of the Washington State Contractor's License and registration to perform asbestos abatement per WAC 296-65.
    - b. Project Schedule: Information detailing sequencing and scheduling of asbestos and other RBM work and schedule coordination with other work, contractors, and trades.
    - c. Decontamination Procedure: Location and layout of decontamination areas and explanation of intended decontamination sequence.
    - d. Site Plan: Sketches of intended work zones. Delineate all planned portable HEPA ventilation systems.

- e. Methods: A description of all asbestos and other RBM removal methods to be used and sequence of activities.
- f. Subcontractors: Listing of subcontractors and interface of trades involved in the performance of work.
- g. Safety Plan: Methods to be used to assure the safety of workers and visitors to the Site.
- h. Personal Protective Equipment: Description of protective clothing and approved respirators to be used.
- i. Disposal Plan: Explanation of handling, transport, and disposal of asbestos-contaminated and other RBM waste. Identify all disposal sites at which all waste material generated during this Work will be disposed and furnish evidence of all necessary government approvals to dispose of the waste(s).
- j. Project Staffing: Identity of project site supervisor, project manager, and list of trained workers to be used on Project. Include documentation of appropriate training and certification for all of the above.
- k. Medical Examinations: Evidence of medical examinations for workers to be used on this Project as required by DOSH. Include most recent written physician's opinion regarding employee's fitness to work and utilize mandatory protective equipment.
- l. MSDS/SDS: Material Safety Data Sheets/Safety Data Sheets for all chemicals (e.g., encapsulants, surfactants) to be used on the Project.
- m. Cleanup: Description of final cleanup procedures to be used.
- n. Emergency Procedures: Description of emergency procedures to be followed in case of injury, fire, release, temporary utility failures, and breach of barriers. Include evacuation procedures, source of medical assistance, Port security, fire, police, emergency squad, local hospital, and procedures to be used for access by medical personnel.
- o. DOSH Requirements: Notarized certification signed by an officer of the abatement contracting firm that exposure measurements, medical surveillance, and worker training records are being kept in accordance with DOSH.
- p. Laboratory Qualification Information: Proof of qualifications of testing laboratory and personnel. Accreditation by the American Industrial Hygiene Association (AIHA) for asbestos work and certification that persons analyzing the samples have been judged proficient by successful participation in the National Institute for Occupational Safety and Health (NIOSH) Proficiency Analytical Testing (PAT) Program, shall be considered sufficient proof of compliance.
- q. Notifications and Policies: Copies of all required abatement permits and notifications obtained by the Contractor, copies of all types of specified bonds and insurance, and notifications from bonding and insurance companies indicating extent of coverage.

C. Job Submittals

- 1. Daily Logs: Each daily log will summarize the work completed that day and any unanticipated events, such as accidents or delays. Daily logs will include sign-in sheets that indicate the date, time, identity of entrant, company or agency represented, and

reason for entry for all persons entering the work area. Submit copies of all the preceding week's daily logs to the Engineer by Wednesday of the following week.

2. Disposal Manifests: Submit copies of manifests and disposal site receipts to the Engineer as soon as they are available.
3. Employee Documentation: Submit information as required under Pre-Work Submittals for each new employee hired during the course of the project prior to that person's first day of work on the project (see 1.07 B.1.j).

D. Final Submittals

1. Certification: Provide written certification that Contractor has fully completed work in strict accordance with the Specifications and note any deviations from the Specifications and applicable regulations, reasons, and impacts to the project. The certification will include a short summary report describing total quantities of all RBMs and final disposition.

## **PART 2 - PRODUCTS**

### **2.01 EQUIPMENT AND SUPPLIES**

- A. Provide a list and description of equipment and supplies necessary to support the work as described in the RBM Abatement Work Plan.

## **PART 3 - EXECUTION**

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

- A. Perform the following preliminary steps to prepare the Work Areas prior to removal of Universal Wastes and PCB-containing light ballasts:
  1. Control Areas: Establish a Control Area/Exclusion Zone that includes a perimeter sufficient to perform the removal work around each area that contains Universal Wastes. Provide and display caution signs in clearly visible areas at entrances indicating that RBM work is being conducted and that unauthorized persons should not enter.
  2. Emergency Procedures: Establish and post written emergency procedures within each Work Area, including emergency contact names and contact phone numbers, plans for medical emergencies, temporary loss of electrical power or water, and procedures for an emergency. Contractor is responsible for establishing and posting contingency procedures for all workers on site.
  3. Health and Safety Briefing: Conduct a health and safety briefing prior to the start of work and weekly to inform workers of the presence of Universal Wastes, discuss the HASP provisions and procedures to be used to safely handle the materials and other related items per the RBM Abatement Work Plan. Briefings should be performed as required by Project activities or changes in the Work or workforce.

### **3.02 WORK PROCEDURE**

- A. General Procedures: Perform all Work and comply with the safety and health provisions in Section 01 35 29 – Health, Safety, and Emergency Response Procedures.
- B. Coordination of Work of all Trades: Coordinate the work of all trades to ensure that Work is performed in accordance with the applicable regulations.
- C. Dust Control: Prevent dust generation at all times to the maximum extent practicable.

- D. Wastewater Control: The use of water shall be restricted to the smallest quantity necessary to minimize dust and to avoid the potential of contaminant migration through runoff. In no case shall liquids generated during abatement and building demolition come into contact with soil, drains, surfaces, or conduits that may constitute a release to the environment.
- E. Abatement and Demolition Procedures: Perform abatement and demolition procedures in accordance with Section 01 35 29 – Health, Safety, and Emergency Response Procedures.
- F. Decontamination: Personnel and equipment decontamination shall occur whenever people or equipment leave the work site as described in the approved work plan.
- G. Unsafe Work Practices: Grossly inadequate health, safety, or environmental precautions on the part of the Contractor or the belief that the Contractor's personnel, the general public, or the environment are or may be exposed to an immediate hazard, may be cause for the Port to suspend the Contractor's Work and ask the Contractor's personnel to evacuate the hazard area. The Contractor shall not be compensated for such delays. The Contractor is responsible for costs identified by the Port as a consequence of the Contractor's actions or inactions that result in unsafe conditions.

### 3.03 SITE QUALITY CONTROL

- A. The Port may inspect the Contractor's operations and work areas for job site cleanliness and conformance with the specifications.
- B. While performing the work, the Contractor may be subject to on-site inspection by DOSH, OSHA, Ecology, EPA, and/or other local agency officials. If found to be in violation of pertinent regulations, the Contractor shall cease all work immediately and may not resume work until the violation is resolved. Standby time and testing required to resolve the violation shall be at the Contractor's expense.

### 3.04 LAMP REMOVAL, CONTAINERIZATION, AND MARKING

- A. The Contractor must manage Universal Waste lamps in a manner sufficient to prevent releases of hazardous components of any Universal Waste to the environment. This will include, but may not be limited to, the following:
  - 1. The Contractor must immediately clean up and properly containerize any Universal Waste lamps that show evidence of leakage, spillage, damage, or other conditions that could cause leakage under reasonably foreseeable conditions. The container must be closed, structurally sound, compatible with the contents of the lamps, and must lack evidence of leakage, spillage, or damage that could cause a release under reasonably foreseeable conditions.
  - 2. The Contractor must minimize lamp breakage by accumulating lamps in containers or packages that are structurally sound, adequate to prevent breakage, and compatible with the contents of the lamps. The containers and packages must remain closed and must lack evidence of leakage, spillage, or damage that could cause a release under reasonably foreseeable conditions.
  - 3. The Contractor must store lamps accumulated in containers indoors, meaning in a structure that prevents the container from being exposed to the elements.
- B. Each Universal Waste lamp, or a container in which the lamps are accumulated, must be labeled or marked clearly with any one of the following phrases: "Universal Waste Lamp(s)," or "Waste Lamp(s)," or "Used Lamp(s)."



### 3.05 PCB BALLAST REMOVAL, CONTAINERIZATION, AND MARKING

#### A. Ballast Inspection and Removal

1. Each fluorescent ballast will be handled as if it contains PCBs, and each label will be inspected. If a ballast contains a label that says "No PCBs," or is dated after 1978, that ballast can be placed in a drum and labeled and disposed of as non-hazardous construction debris. If a ballast does not have a "No PCBs" label and no date marking, or is dated prior to 1979, that ballast must be placed in a drum and labeled as PCB-containing waste. All ballasts that do not clearly state "No PCBs" or are dated prior to 1979, even if a "No PCBs" label is attached, will be treated as a PCB-containing light ballast requiring labeling, containment, storage, transport, and disposal as PCB-containing waste, in accordance with 40 CFR 761.

#### B. Cleanup of Work Area, PCB Equipment, and Spills

1. Equipment and Tools. After ballast removal is complete in each building, decontaminate all tools and equipment used in the work prior to removal from the work site. All decontamination materials, including solvents and rinsing fluids, should be properly contained and disposed.
  - a. Where ballast fluids have contacted work surfaces, scrape the work surface clean, flush with solvent, wipe clean, and place all decontamination debris in open type drums.
  - b. All tools that may have come in contact with PCBs (i.e., any ballast potting material) shall be thoroughly cleaned and properly stored.
2. Slabs, Floors, and Walls. All surfaces that have come in contact with PCBs in the course of the removal work shall be thoroughly cleaned. The cleaned surface shall then be tested per 40 CFR 761. Repeat these steps until the affected surfaces are determined to be clean.
3. The Contractor shall either recycle or properly dispose of the remainder of the fixture.

#### C. Containerization and Marking

1. All liquids generated as a result of work activities and cleanup operations shall be placed in closed top drums and sealed.
2. All solids such as sorbents, rags, disposable protective clothing, and other incidentals shall be placed in open top drums and sealed.
3. All drums and containers shall be permanently marked as to specific contents and dated. In addition, each drum or container shall be marked with the standard EPA PCB label.
4. All PCB equipment such as ballasts to be removed shall have a record of such action sealed in a weatherproof envelope displayed on the unit. Label record must include the type of action taken, date of action, and the name of the Contractor's person in charge. A duplication of this label information shall be furnished to the Engineer as soon as available.

### 3.06 MERCURY AMPULE REMOVAL, CONTAINERIZATION, AND MARKING

- #### A. The Contractor must manage Universal Waste mercury ampules or thermostats in a way that prevents release of mercury to the environment, as follows:
1. Remove the ampules in a manner designed to prevent breakage of the ampules.

2. Remove the ampules only over or in a containment device (for example, tray or pan sufficient to collect and contain any mercury released from an ampule in case of breakage).
  3. Ensure that a mercury clean-up system is readily available to immediately transfer any mercury resulting from spills or leaks from broken ampules from that containment device to a container that meets the requirements of WAC 173-303-200.
  4. Ensure that the area in which ampules are removed is well ventilated and monitored to ensure compliance with applicable DOSH exposure levels for mercury.
  5. Ensure that employees removing ampules are thoroughly familiar with proper waste mercury handling and emergency procedures, including transfer of mercury from containment devices to appropriate containers.
  6. Store removed ampules in closed, non-leaking containers that are in good condition.
  7. Pack removed ampules in the container with packing materials adequate to prevent breakage during storage, handling, and transportation.
- B. A Universal Waste mercury-containing thermostat or container containing only Universal Waste mercury-containing thermostats must be labeled or marked clearly with any of the following phrases "Universal Waste-Mercury Thermostat(s)" "Waste Mercury Thermostat(s)," or "Used Mercury Thermostat(s)."

### 3.07 TRANSPORTATION TO OFF-SITE DISPOSAL OR RECYCLING FACILITIES

- A. The Contractor shall prepare all required hazardous waste manifests or recycling documents for shipment of Universal Wastes to the Engineer for signature. The Engineer may choose to inspect the transport vehicle and the waste to verify quantities and condition (for example, whether the bags or drums appear to be sealed and not leaking).
- B. Transportation to Disposal or Recycling Facility:
1. Contractor shall transport all sodium, mercury, and PCB equipment such as lamps, light tubes, mercury ampules, and ballasts, and all drums containing liquids, solids, and incidentals to the appropriate off-site disposal or recycling facilities permitted to accept such wastes.
  2. The Contractor performing the work outlined in this section shall be licensed for the transportation and hauling of dangerous wastes.

### 3.08 RECORDKEEPING

- A. Upon completion of all Universal Waste related activities, the firm performing the work outlined in this section shall provide a complete record of project activities to the Engineer. The record shall include the following data:
1. Name of the firm performing the work outlined in this section and person in charge.
  2. Hazardous waste manifest(s) or recycling documents signed by the Engineer, additional manifests, receipts, or other paperwork from transporter(s), transferor(s), and/or treater(s), and by the disposal/recycling facility(ies) shall be provided to the Engineer within ten days of the time at which the Universal Wastes are received at the disposal/recycling facility.
  3. Final submittals shall be provided as detailed in Section 1.07 D. Provide written certification that Contractor has fully completed work in strict accordance with the Specifications. The certification will include a short summary report describing total

quantities of all hazardous materials and final disposition. In addition, all PCB equipment label duplicates must be submitted.

- B. The Contract Work will not be considered complete until receipt and acceptance of listed submittals by the Engineer.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. The provisions and intent of the Contract, including the General Conditions and General Requirements, apply to this work as if specified in this section.

### **1.02 SCOPE OF WORK**

- A. The work comprises the removal of Asbestos Containing Materials (ACM). General work items include, but are not necessarily limited to:
  - 1. Proper removal and disposal of ACMs, as required
  - 2. Proper decontamination of all asbestos abatement work areas.
- B. Contractor to field verify the quantities of materials to be removed.
- C. The Contractor shall supply all labor, materials, services, insurance, special permits, and equipment necessary to accomplish ACM abatement while controlling hazards related to ACMs.
- D. The Contractor is responsible for all costs associated with testing, engineering controls, decontamination, and personal protection as part of this contract.
- E. The Contractor is responsible for field verification of existing site conditions and estimated quantities of the work.

### **1.03 INDUSTRY STANDARDS**

- A. General Applicability of Standards: Except where contract documents include more stringent requirements, applicable standards of the construction industry have the same force and effect as if bound or copied directly into contract documents. Such standards are made a part of the contract documents by reference. The contract documents require that each entity performing work be experienced in that part of the work being performed. Each entity is also required to be familiar with recognized industry standards applicable to that part of the work. Copies of applicable standards are not bound with the contract documents. Where copies of standards are needed for proper performance of the work, the Certified Asbestos Contractor is required to obtain such copies directly from the publication source.
- B. Standards which govern asbestos abatement work or hauling and disposal of asbestos waste materials include, but are not limited to, the following:
  - 1. American National Standards Institute (ANSI)
    - a. Fundamentals Governing the Design and Operation of Local Exhaust Systems. Publication Z9.2-79
    - b. Practices for Respiratory Protection. Publication Z88.2-80
  - 2. American Society for Testing and Materials (ASTM)
    - a. Specification for Encapsulants for Friable Asbestos-Containing Building Materials, Proposal P-189
    - b. Safety and Health Requirements Relating of Occupational Exposure to Asbestos, E 849-82
  - 3. Compressed Gas Association (CGA)
    - a. Compressed Air for Human Respiration, Pamphlet G-7

- b. Commodity Specification for Air, Specification G-7.1
- 4. National Institute for Occupational Safety and Health (NIOSH)
  - a. A Guide to Respiratory Protection for the Asbestos Abatement Industry. EPA-560-PTS-86-001.

#### 1.04 CODES AND REGULATIONS

- A. Furnish documentation that Contractor and Contractor's employees are familiar with the following regulations of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), and the U.S. Environmental Protection Agency (EPA) and any other applicable requirements of the State of Washington relating to the application, removal, disposal, and treatment of ACMs:
  - 1. Federal Regulations
    - a. U.S. Environmental Protection Agency National Emissions Standards for Hazardous Air Pollutants (NESHAPS); Code of Federal Regulations (CFR), Title 40, Part 61, Subparts A and M.
    - b. U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Asbestos Regulations (Construction); CFR Title 29, Part 1926.1101, as amended by Federal Register Volume 59, No. 153, dated August 10, 1994.
    - c. Occupational Safety and Health Administration (OSHA) Occupational Safety and Health Standards - Asbestos; CFR Title 29, Part 1910.1001, as amended by Federal Register Volume 59, No. 153, dated August 10, 1994.
    - d. Occupational Safety and Health Administration (OSHA) Regulation 1910.20, Subpart C, General Safety and Health Provisions, Title 29, Part 1910 CFR.
    - e. Occupational Safety and Health Administration (OSHA) Regulation 1910.134, OSHA Respirator Requirements, Title 29, Part 1910 CFR.
    - f. Occupational Safety and Health Administration (OSHA) Regulation 1910.1100, Air Contaminants, Title 29, Part 1910 CFR.
    - g. Occupational Safety and Health Administration (OSHA) Regulation 1910.1200, Hazard Communication, Title 29, Part 1910 CFR.
    - h. Occupational Safety and Health Administration (OSHA) Regulation 1926.28, OSHA Personal Protective Equipment, Title 29, Part 1926 CFR.
    - i. Occupational Safety and Health Administration (OSHA) Regulation 1926.417, OSHA Lockout and tagging of circuits, Title 29, Part 1926 CFR.
    - j. U.S. Department of Transportation (DOT), Shippers - Hazardous Materials Regulations, 49 CFR 171, 172, and 173.
    - k. 49 CFR 173, Transportation and Labeling Requirements.
  - 2. State Regulations
    - a. Washington State Division of Occupational Safety and Health (DOSH), Standard for Exposure to Asbestos WAC 296-62-07517 and WAC 296-62-077 Asbestos, Tremolite, Anthophyllite, and Actinolite.
    - b. DOSH Standard for Asbestos Removal and Encapsulation (WAC 296-65-001 through 045).

- c. DOSH Standard for Hearing Loss Prevention (WAC 296-817)
  - d. DOSH Standard for Outdoor Heat Exposure (WAC 296-62-095).
  - e. DOSH General Safety Standard (WAC 296-24).
  - f. DOSH Safety Standards for Construction Work (WAC 296-155).
  - g. DOSH Respiratory Protection Standard (WAC 296-62-841).
  - h. DOSH Confined Spaces Standard (WAC 296-809).
  - i. Washington State Department of Ecology Dangerous Waste Regulations (WAC 173-303).
3. Local Regulations
- a. Puget Sound Clean Air Agency (PSCAA) Regulation III, Article 4, Asbestos Control Standard.
  - b. Local landfill requirements.

#### 1.05 PERMITS AND NOTIFICATIONS

- A. The Contractor shall obtain and pay for asbestos removal permits required by PSCAA for asbestos abatement.
- B. The Contractor is responsible for other permits and notifications as required for the Washington State Department of Labor & Industries, EPA, and any other permitting agency involved with the completion of the work included herein.

#### 1.06 DEFINITIONS

- A. Whenever the terms below occur in this contract document, they will have the meanings that follow:
  - 1. Abatement: Procedures to control fiber release from ACMs. Includes encapsulation, enclosure, and removal.
  - 2. Aggressive Sampling: An air sampling technique whereby air samples are collected while fans or air circulating devices are operated in a work area and while the floors, walls, and other structural surfaces are swept with brooms or a compressed air source to entrain any particulates that may be present. Aggressive sampling shall be used at the completion of abatement in areas where containments were utilized to determine the airborne asbestos fiber concentration for comparison to the clearance level.
  - 3. Airlock: System for permitting ingress and egress without permitting air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.
  - 4. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time. Analysis of air samples shall be by the following methods:
    - a. Phase contrast microscopy (PCM) in accordance with the methods specified by the National Institute for Occupational Safety and Health (NIOSH Method 7400)
  - 5. Amended Water: Water to which a surfactant has been added.
  - 6. Asbestos Consultant: The Asbestos Consultant shall be a representative for the work, reporting to the Engineer. The Asbestos Consultant will provide periodic onsite monitoring

- of the daily abatement activities. Access to all work areas shall be provided at all times to the Asbestos Consultant.
7. Certified Asbestos Contractor: A Contractor licensed by the State of Washington and certified by the Department of Labor and Industries in accordance with Chapter 296-65-017 of the Washington Administrative Code (WAC).
  8. Certified Asbestos Supervisor: The Contractor's representative at the work site who is certified by the Washington State Department of Labor and Industries in accordance with WAC Chapter 296-65-012.
  9. Certified Asbestos Worker: An individual who is certified by the Washington State Department of Labor and Industries in accordance with WAC Chapter 296-65-010.
  10. Certified Industrial Hygienist (CIH): An industrial hygienist certified in the comprehensive practice of industrial hygiene by the American Board of Industrial Hygiene.
  11. Clean Room: An uncontaminated area or room that is part of the worker decontamination unit, with provisions for storage of workers' street clothes and protective equipment.
  12. Clearance Level: A maximum fiber concentration deemed acceptable in a work area at the completion of asbestos-related work. The lesser of the following clearance levels shall be achieved before a work area is declared acceptably clean:
    - a. 0.01 total fibers per cubic centimeter of air (f/cc) within 95 percent confidence limits as determined by Phase Contrast Microscopy.
    - b. The background level of airborne fibers as determined by pre-abatement air sampling.
  13. Contractor: The "Contractor" referenced in this section is the Certified Asbestos Contractor performing the asbestos abatement work under this contract, and any authorized subcontractor.
  14. Decontamination Unit: A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers, materials and equipment. A decontamination unit always contains at least one airlock.
  15. Encapsulation: All herein specified procedures necessary to coat asbestos-containing materials and other surfaces with an encapsulant to control the possible release of asbestos fibers into the ambient air.
  16. Encapsulant (Sealant): A liquid material which can be applied to asbestos-containing materials and which controls the possible release of asbestos fibers by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).
  17. Engineer: The Port's designee, project manager, or project engineer responsible for coordinating with the Contractor, the demolition contractor(s), and other parties performing work at the buildings.
  18. HEPA Filter: A high efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97 percent of particles greater than 0.3 microns in aerodynamic diameter.
  19. HEPA Vacuum Equipment: High efficiency particulate air filter equipped vacuuming equipment with a UL 586 filter system capable of collecting and retaining asbestos fibers. Filters must be of minimum 99.97 percent efficiency for retaining particles of 0.3 microns aerodynamic diameter or larger.

- 20. Removal: All herein specified procedures necessary to remove all asbestos-containing materials, and to properly dispose of these materials at an acceptable site.
- 21. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

#### 1.07 PERSONNEL TRAINING AND PROTECTION REQUIREMENTS

- A. All personnel performing asbestos abatement shall be the bearer of a current "Certified Asbestos Worker Certificate" issued by the Washington State Department of Labor and Industries per WAC 296-65-010.
- B. Personnel supervising the work shall have been trained as a "Certified Asbestos Supervisor" under the Washington State Department of Labor and Industries, per WAC 296-65-012.
- C. Special on-site training specific to equipment and procedures unique to this project shall be completed as required.
- D. Training in emergency response and evacuation procedures shall be provided to all site employees.

#### 1.08 SUBMITTALS

- A. Contractor shall provide complete submittals as per Section 01 33 00- Submittal Procedures for review by the Port. Contractor shall make submittals required by the contract documents in a timely manner and at appropriate times in the execution of the work to allow for sufficient and prompt review by the Asbestos Consultant. Revise and resubmit as necessary to establish compliance with the specified requirements.
- B. Pre-work Submittals
  - 1. RBM Abatement Work Plan to include work processes, permits, training records, medical clearances, and certifications to cover abatement of Universal Wastes, abatement of asbestos, and control of lead hazards during demolition (if also performing lead abatement). The plan must include:
    - a. A copy of the Washington State Contractor's License and registration to perform asbestos abatement per WAC 296-65.
    - b. Project Schedule: Information detailing sequencing and scheduling of asbestos and other RBM work and schedule coordination with other work, contractors, and trades.
    - c. Decontamination Procedure: Location and layout of decontamination areas and explanation of intended decontamination sequence.
    - d. Site Plan: Sketches of intended work zones. Delineate all planned portable HEPA ventilation systems.
    - e. Methods: A description of all asbestos and other RBM removal methods to be used and sequence of activities.
    - f. Subcontractors: Listing of subcontractors and interface of trades involved in the performance of work.
    - g. Health & Safety Plan: Methods to be used to assure the safety of workers and visitors to the Site.
    - h. Personal Protective Equipment: Description of protective clothing and approved respirators to be used.



- i. Disposal Plan: Explanation of handling, transport, and disposal of asbestos-contaminated and other RBM waste. Identify all disposal sites at which all waste material generated during this Work will be disposed and furnish evidence of all necessary government approvals to dispose of the waste(s).
- j. Project Staffing: Identity of project site supervisor, project manager, and list of trained workers to be used on Project. Include documentation of appropriate training and certification for all of the above.
- k. Medical Examinations: Evidence of medical examinations for workers to be used on this Project as required by DOSH. Include most recent written physician's opinion regarding employee's fitness to work and utilize mandatory protective equipment.
- l. MSDS/SDS: Material Safety Data Sheets/Safety Data Sheets for all chemicals (e.g., encapsulants, surfactants) to be used on the Project.
- m. Cleanup: Description of final cleanup procedures to be used.
- n. Emergency Procedures: Description of emergency procedures to be followed in case of injury, fire, release, temporary utility failures, and breach of barriers. Include evacuation procedures, source of medical assistance, Port security, fire, police, emergency squad, local hospital, and procedures to be used for access by medical personnel.
- o. DOSH Requirements: Notarized certification signed by an officer of the abatement contracting firm that exposure measurements, medical surveillance, and worker training records are being kept in accordance with DOSH.
- p. Laboratory Qualification Information: Proof of qualifications of testing laboratory and personnel. Accreditation by the American Industrial Hygiene Association (AIHA) for asbestos work and certification that persons analyzing the samples have been judged proficient by successful participation in the National Institute for Occupational Safety and Health (NIOSH) Proficiency Analytical Testing (PAT) Program, shall be considered sufficient proof of compliance.
- q. Notifications and Policies: Copies of all required abatement permits and notifications obtained by the Contractor, copies of all types of specified bonds and insurance, and notifications from bonding and insurance companies indicating extent of coverage.
- r. Pre-Construction Conference: Meet with the Engineer to discuss in detail the asbestos removal work plan, including work procedures and precautions for the work.

C. Job Submittals

- 1. Daily Logs: Each daily log will summarize the work completed that day and any unanticipated events, such as accidents or delays. Daily logs will include sign-in sheets that indicate the date, time, identity of entrant, company or agency represented, and reason for entry for all persons entering the Work Area. Submit copies of all the preceding week's daily logs to the Engineer by Wednesday of the following week.
- 2. Air Monitoring Records: Logs of area and personal monitoring completed, results, and protective actions needed and taken in response to the monitoring results.
- 3. Progress Schedule: Submit updated progress schedule to the Engineer at each weekly progress meeting.
- 4. Disposal Manifests: Submit copies of manifests and disposal site receipts to the Engineer as soon as they are available.

5. Employee Documentation: Submit information as required under Pre-Work Submittals for each new employee hired during the course of the project prior to that person's first day of work on the project (see 1.08 B.1.j).

D. Final Submittals

1. Certification: Provide written certification that Contractor has fully completed work in strict accordance with the Specifications and note any deviations from the Specifications, reasons, and impacts to the project. The certification will include a short summary report describing total quantities of all RBMs and final disposition.

1.09 AUTHORITIES OF ASBESTOS CONSULTANT

- A. The Port will engage the services of an outside Asbestos Consultant to monitor the abatement work. The Asbestos Consultant shall periodically inspect the activities and work practices of the Contractor.
- B. Nothing in these specifications shall be inferred to transfer the Contractor's responsibility for a thorough and safe job to the Asbestos Consultant.

**PART 2 - PRODUCTS**

2.01 EQUIPMENT AND SUPPLIES

- A. Provide a list and description of equipment and supplies necessary to support the work as described in the RBM Abatement Work Plan.
- B. Compliance: Equipment, including protective clothing and respirators used in the execution of this contract shall comply with ASTM E 849 and with the applicable federal, state, and local regulations. Respirators shall conform to the requirements in 29 CFR 1910.134 and WAC 296-842.
- C. Protective Clothing: Provide approved protective clothing in sufficient quantities and adequate sizes for all workers.
- D. Miscellaneous Safety Equipment: Hardhats, protective eyewear, gloves, rubber boots, or other footwear shall be provided as required for workers. Safety shoes may be required for some activities. Protective equipment used in the removal of ACMs and during demolition activities shall be of proper materials to adequately protect the individual conducting the work.
- E. Work Area Responsibility: It is the Contractor's responsibility to require that each person (worker or visitor) entering the Work Area wears an approved respirator and protective clothing. All non-Contractor personnel entering the Work Area will be required to provide their own protective clothing and equipment. Non-Contract personnel will not be allowed to enter the site if they do not have the protective equipment required by the Contractor, and if they cannot provide proof of medical clearance and fit test for respirators, if required.
- F. Fire Extinguishers: Fire extinguishers in sufficient quantity to deal with any small fires shall be kept in containment, minimum one for each homogeneous Work Area.
- G. Encapsulants and Sealants: Encapsulants (bridging and penetrating types) and sealants shall be commercially available and specifically designed for use as asbestos sealant.

2.02 RESPIRATORY PROTECTION

A. Air Purifying Respirators

1. Provide half-face or full-face type respirators. All respirators must be approved for the use intended by the Mine Safety and Health Administration (MSHA) and NIOSH.

2. Provide, at a minimum, filter cartridges labeled with the NIOSH and MSHA certification for Radionuclides, Radon Daughters, Dust, Fumes, and Mists and color-coded in accordance with ANSI Z228.2. In addition, a chemical cartridge may be added, if required, for solvents. If a chemical cartridge is required, provide a combination cartridge labeled with the appropriate color code and MSHA/NIOSH certification. All cartridges shall be manufactured by the same manufacturer as the respirator.
3. Provide sufficient filters for replacement as necessary by workers.
4. Single-use, disposable, or quarter-face respirators are not permitted.

### **PART 3 - EXECUTION**

#### **3.01 GENERAL WORK AREA PREPARATIONS**

- A. Perform the following preliminary steps to prepare the Work Areas before removing asbestos:
  1. Control Areas and Signage: Establish a Control Area/Exclusion Zone that includes a perimeter sufficient to perform the demolition work around each area that contains asbestos. Provide and display caution signs in clearly visible areas at entrances indicating that asbestos removal work is being conducted and that unprotected or unauthorized persons should not enter. Signs shall be comply with DOSH regulations.
  2. Emergency Procedures: Establish and post written emergency procedures within each Work Area, including emergency contact names and contact phone numbers, plans for medical emergencies, temporary loss of electrical power or water, and procedures for repair and cleanup following temporary breach of containment barriers. Contractor is responsible for verbally relating contingency procedures to all workers on site.
  3. Utilities: Verify that the water and electric power have been turned off or locked out throughout the building.
  4. Scaffolding: Provide scaffolding as needed to access the materials to be abated. All scaffolding shall be equipped with adequate bracing, railings, and fall protection as required by current regulations and codes.
  5. Work Area Isolation: Provide asbestos warning barrier tape to isolate the Work Area from the surrounding areas.
  6. Temporary Power: All necessary temporary electrical hookups for power in the Work Area shall be performed by a licensed electrician. All hookups shall comply with applicable electrical codes. Submit copies of temporary permits and schematic diagrams to the Engineer 48 hours prior to proposed hookup.
  7. Security: Secure the Work Area from access by unauthorized persons. Accomplish this where possible, by locking doors, windows, or other means of access to the area, or by supplying chain link fencing or constructing temporary wood stud and plywood barriers.
  8. Log-in Sheet: Control access to work sites by maintaining a daily log of personnel entering Work Areas, including workers and their start/stop times with entrance and exit times.
  9. Decontamination Unit: Provide an approved decontamination facility at all entrances and exits from the Work Area, or adequate suit changing area if a remote decontamination area is utilized.
  10. Health and Safety Briefing: Conduct a health and safety briefing prior to the start of work and weekly to inform workers of the presence of asbestos in certain building materials,

discuss the HASP provisions and procedures to be used to safely handle the asbestos-containing materials and other related items per the RBM Abatement Work Plan. Briefings should be performed as required by Project activities or changes in the Work or workforce.

### 3.02 ASBESTOS WORK PROCEDURE - GENERAL

- A. General Procedures: Perform all asbestos related work and comply with the general safety and health provisions in conformance with 29 CFR 1910.1001 and 29 CFR 1910.20. For asbestos abatement work, use general work practices and work practices for removal and encapsulation as specified in 40 CFR Part 61, 29 CFR 1926.1101, WAC 296-62-077, and other appropriate work procedures approved by the EPA and DOSH.
- B. Local Exhaust System: Provide a local exhaust system in each Work Area as required to meet the asbestos control limit and ceiling concentration. The local exhaust system shall be in accordance with ANSI Z9.2 using HEPA filters. Equip exhaust openings with the necessary filters required to reduce the airborne asbestos concentration to below the asbestos control limit. The filters in vacuums and exhaust equipment shall also conform to ANSI Z9.2.
- C. Coordination of Work of all Trades: Coordinate the work of all trades to assure that their work is performed in accordance with the applicable regulations and that the asbestos control limits are maintained at all times both inside and outside the Work Area.
- D. Decontamination: Personnel and equipment decontamination shall occur whenever people or equipment leave the work site as described in the approved work plan.
- E. Unsafe Work Practices: Practices such as, grossly inadequate health, safety, or environmental precautions on the part of the Contractor or the belief that the Contractor's personnel, the general public, or the environment are or may be exposed to an immediate hazard, may be cause for the Engineer to suspend the Contractor's site work and ask the Contractor's personnel to evacuate the hazard area. The Contractor shall not be compensated for such delays. The Contractor is responsible for costs identified by the Port and the Port's tenants that are incurred as a consequence of the Contractor's actions or inactions that result in unsafe conditions.

### 3.03 AREA AIR MONITORING

- A. Area air monitoring shall be conducted throughout the project by the Contractor.
- B. The Contractor shall measure the airborne asbestos levels in the general Work Areas prior to the start of the asbestos removal project, during the project, and following removal activities. The sampling schedule will be as follows:
  - 1. Pre-Removal: At least one PCM sample will be collected inside each building area to establish background levels expressed in fibers per cubic centimeter (f/cc). PCM samples will be analyzed in accordance with NIOSH Method 7400.
  - 2. During Removal:
    - a. For removals other than the Glove Bag Technique, the following samples will be collected for PCM analysis (minimum):

Areas to be Sampled	Minimum Samples per Work Day	Minimum Sample Volume (liters)	Minimum Detection Limit (f/cc)
HEPA Exhaust	1	3000	0.01

Outside Work Area	2	3000	0.01
Inside Work Area	2	3000	0.01
Decon Unit Clean Room	1	3000	0.01

- b. For removals using the Glove Bag Technique, the HEPA exhaust sample will not be collected; air sample volumes and Minimum Detection Limits for the remaining samples are identical to the values stated in (3.03.B.2.a.) above.
  - 3. Clearance - Glove Bag Areas: Sampling shall conform to the following minimum requirements:
    - a. At least two area samples within each homogeneous work area or one sample for every 10,000 square feet (samples not collected using aggressive sampling)
    - b. Minimum Sample volume 1,200 liters
    - c. The final clearance level shall be 0.01 f/cc or the ambient background level of the building area, whichever is lower
    - d. Minimum Detection Limit 0.01 f/cc (PCM).
  - 4. Other Sampling: Additional air monitoring in and adjacent to the Work Area may be requested by the Engineer.
- C. Inside Work Area Airborne Fiber Concentration: The Contractor shall comply with the following established inside Work Area control limits for all removal work conducted over the course of this project.
  - 1. Maintain an average airborne concentration in the Work Area of less than 0.5 f/cc of air. If the fiber concentration equals or rises above this figure for any sample collected, revise work procedures to lower fiber concentration and retest.
  - 2. If airborne fiber concentration exceeds 1.0 f/cc of air for any period of time, immediately cease removal work, leave the Work Area, and revise work procedures. Do not recommence removal work until revised work procedures have been reviewed and approved by Asbestos Consultant. Retest airborne fiber levels with new work procedures.
- D. Outside Work Area Airborne Fiber Concentration: The Contractor shall comply with the following established outside removal area control limits for all removal work conducted over the course of this project.
  - 1. If any air sample taken outside and immediately adjacent to the Work Area exceeds 0.01 fibers per cubic centimeter of air, immediately stop all removal activities, locate source of contamination, and correct any faults in the Work Area isolation or ventilation systems. Do not recommence removal work until corrective measures have been reviewed and approved by the Asbestos Consultant.
- E. The Asbestos Consultant shall periodically inspect the air monitoring records and work practices of the Contractor.

### 3.04 PERSONAL AIR MONITORING

- A. Personal (Employee's) Air Monitoring: Personal air monitoring of the Contractor's employees shall be conducted daily throughout the entire removal operation by the Contractor as specified by DOSH regulations.
  - 1. The Contractor shall conduct representative air monitoring which addresses each employee job duty (scraper, bagger, etc.). This sampling shall be a combination of eight-hour time weighted average samples and ceiling samples collected in accordance with current regulations.
  - 2. Supply data and results to the Engineer daily, and to the Asbestos Consultant on a weekly basis, or more frequently if requested. This monitoring is required to establish a history for the Contractor's engineering controls and work practices, and is independent of the type of respirators used on the project.

### 3.05 GLOVE BAG REMOVAL PROCEDURES

- A. Application: This section applies to the removal and/or repairs of materials which may be adequately accommodated by a glove bag including pipe insulation, pipe fitting insulation, and duct insulation, and other materials that may be abated in small quantities and may be adequately contained within a glove bag.
- B. Preparation: The preparation of the Work Area for glove bag removal shall include the requirements of Paragraph 3.01; "General Work Area Preparations".
- C. Workers: A minimum of two persons are required to perform a glove bag removal project. A third person may be required to conduct air monitoring and assist with supplies.
- D. Work Area Isolation: The Work Area where the technique is to be utilized shall be roped off, and warning signs shall be posted on the perimeter to prevent unauthorized personnel from entering the Work Area. Minimum 6-mil thickness plastic drop cloths shall be placed under the planned glove bag removal area and at least 6'-0" beyond.
- E. Local Exhaust System: HEPA filter equipped negative air machines shall be placed in operation as close as is feasible throughout the glove bag removal process.
- F. Materials & Equipment: All necessary materials, equipment, and supplies shall be brought into the Work Area before any removal begins. The following is a list of recommended equipment and tools for the removal of asbestos by the glove bag technique:
  - 1. The glove bag, which consists of a 6 mil bag fitted with long sleeve gloves, a tool pouch, and a 2-inch opening used for water application.
  - 2. A pump-up sprayer (garden type) with a 2- or 3-gallon capacity.
  - 3. Wetting Agent: Amended water (water with a surfactant) or a removal encapsulant.
  - 4. Six-mil polyethylene disposal bags with the proper markings for asbestos waste.
  - 5. A HEPA filtered vacuum with a capillary tube for insertion into the glove bag.
  - 6. Tools such as a small scrub brush, a utility knife for cutting the insulation, a stapler, wire cutters, smoke tubes with aspirator bulb, tin snips, duct tape, and wettable cloths.
  - 7. A roll of 6-mil polyethylene.
  - 8. An encapsulant (tinted).
- G. Glove bag removal procedures shall be conducted as follows:

1. Preparation: A visual inspection of the pipe where the work will be performed shall be made to determine if any damaged pipe covering (broken lagging, hanging, etc.) exists. If there is, the pipe shall be wrapped in polyethylene plastic and fully secured with duct tape. This procedure will prevent high airborne fiber concentrations from occurring during the glove bag work caused by pipe lagging, hanging several feet or even several yards away, which may be jarred loose by the abatement work activities. Debris on the floor and other surfaces which has accumulated and contains asbestos shall be cleaned up as necessary. If the pipe is undamaged, one layer of duct tape shall be placed around the pipe at each end of where the glove bag will be attached. This permits a good surface to which to seal the ends of the glove bag and it minimizes the chance of releasing fibers when the tape at the ends of the glove bag is peeled off at the completion of the job. Place one layer of 6 mil plastic underneath the Work Area, extending at least 6 feet in all directions.
  2. Installation and Removal: Install the glove bag according to manufacturer's recommendations. Cut covering on the insulation along the top seam to allow wetting of the insulation, and cut cover all around sections to be removed. Remove material in small sections. Lower the material carefully inside the glove bag. Do not permit it to drop. Wet clean pipe surface to ensure all traces of ACM have been thoroughly cleaned.
  3. Removal of Glove Bag and Disposal: Following ACM removal, ensure that all visible material is inside the bag. Spray all tools in glove bag with amended water while it is still attached. Evacuate bag with portable HEPA vacuum and while the bag is collapsed, squeeze bag below tool pouch, and twist bag. Seal bag with tape or locking ties, separating the waste from the removal area. Vacuum the inside of the top of the glove bag and unsealed portion of the glove bag below. Keep HEPA vacuum connected until the glove bag is removed. Replace HEPA filters as recommended by manufacturer. Cut the glove bag along the top and sides, then remove it from the pipe. Wet pipe and wash all tools and removal area thoroughly.
- H. Immediately remove any asbestos-containing debris which collects on the drop sheet either by using a HEPA vacuum or by spraying with amended water or removal encapsulant, collecting with wet towels, placing in a disposal bag while still wet, and cleaning the surface of the plastic sheet with wet towels.
- I. Upon completion of the work, fold the drop sheet and all of its contents toward the center. Place the sheet in a properly labeled 6-mil polyethylene disposal bag. Neck down the bag and collapse it with the HEPA vacuum. Twist the bag shut, fold over and seal with duct tape by wrapping around the bag neck at least three times.
- J. Clean all surfaces of the work area by use of a HEPA filter vacuum and/or wet wiping until no visible residue remains.
- K. Dispose of glove bag, waste material, disposable clothing, and contaminated equipment in accordance with all applicable regulations and Paragraph 3.07; "Disposal of Asbestos-Containing Waste".
- L. Upon completion of abatement, conduct final cleanup, encapsulation and clearance procedures as described in Paragraph 3.06; "Final Cleanup of Work Area".

### 3.06 FINAL CLEANUP OF WORK AREA

- A. Final Cleanup, Inspection, and Encapsulation: Perform the following cleanup procedure in the order listed.
1. Final Cleaning: Clean all impervious surfaces in Work Area including concrete, metal, piping, ductwork, conduit, etc., by spraying with amended water or a removal encapsulant,

- then clean by wet-wiping procedures using disposable cloths. This procedure will repeat until all surfaces are visually free of debris.
2. Encapsulation: After completion of cleaning all surfaces in the Work Area, spray coat all exposed impervious surfaces from which asbestos containing material was removed with a commercially available penetrating encapsulant approved by the Consultant and the Port 10 days prior to its use. The color of this coat shall be separate and distinct from the underlying subsurface. The surfaces to be coated shall include surfaces from which asbestos-containing materials have been removed and the inside of the glove bag.
  3. Post-Encapsulation Inspection: After the encapsulant is dry, notify the Asbestos Consultant in that a post-encapsulation inspection is required. This inspection will assure that all encapsulation has been properly performed and no visible ACM is within the Work Area. Adequate lighting must be provided by Contractor for the inspection. Tape and other debris shall also be disposed of in sealed plastic bags labeled as asbestos-contaminated waste.
- B. Clearance: Clearance air sampling will be conducted after removal of the asbestos containing materials and successful post encapsulation inspection. Concentration of asbestos fibers in the Work Area shall not exceed 0.01 fibers per cubic centimeter. If concentration is higher, return within 24 hours, at no additional cost to the Engineer, and conduct the necessary surface re-cleaning, including the use of HEPA room air filters, and submit to a retest (inspection/monitoring) by the Asbestos Consultant. Repeat the cleaning and sampling process until compliance is achieved. If fiber concentration does not exceed 0.01 f/cc or the level recommended by EPA, the Asbestos Consultant may authorize removal of the enclosure. Remove no critical barrier until compliance is achieved and written authorization to remove barriers is received from the Asbestos Consultant. Any retesting, monitoring, or other costs incurred as a result of the initial or subsequent failures to meet the clearance standard shall be borne by the Contractor.
- C. Containment Removal: After approval to dismantle the Work Area containment and/or isolation barriers is received from the Asbestos Consultant, perform the following in the order listed:
1. Unseal all entrances and exits.
  2. Dispose of all plastic sheeting, tape, and other debris in sealed plastic bags labeled as asbestos-contaminated waste.
  3. Wash the inside of all windows inside the containment.
  4. Dispose of all cloths or sponges used in the cleaning operation as asbestos-contaminated waste.
  5. Remove all residue left on surrounding surfaces.
- D. Re-entry into Work Area: Written authorization issued for re-entry shall be based on:
1. Achieving 0.01 f/cc or ambient air as the final clearance level.
  2. Visual inspection performed by the Asbestos Consultant.
  3. Receipt of written notification from the Asbestos Consultant certifying that all conditions for re-entry have been met.

### 3.07 DISPOSAL OF ASBESTOS-CONTAINING WASTE

- A. Disposal of Waste: Collect and dispose of waste, scrap, debris, bags, containers, equipment, and clothing which may produce asbestos fibers in sealed impermeable bags. Prior to placing in bags, or containers, wet down wastes to reduce airborne concentrations. Waste material



which may contain asbestos shall be disposed of in accordance with all federal regulations at an EPA-approved sanitary landfill.

- B. Loading/Waste Storage: Bags containing ACMs shall be removed from the Site at the end of each day.
- C. Storage Area Preparation: The enclosed cargo area of the truck utilized to remove the waste from Site shall be free of debris and lined with 6-mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first and extend up the sidewalls. Wall sheeting shall be overlapped and taped into place.
- D. Personnel Safety: When moving containers, utilize hand trucks, carts, and proper lifting techniques to avoid back injuries.
- E. Personnel Protection: Personnel loading asbestos-containing waste shall be protected by disposable clothing including head, body, and foot protection and, at a minimum, full-face, air-purifying, dual cartridge respirators equipped with HEPA filters.
- F. Cleaning: Any debris or residue observed on containers or surfaces outside of the Work Area resulting from cleanup or disposal activities shall be immediately cleaned up using HEPA filtered vacuum equipment or wet methods, as appropriate.

### 3.08 TRANSPORTATION OF ASBESTOS-CONTAINING WASTE AND DISPOSAL AT THE LANDFILL

- A. The Consultant shall review and must approve the proposed waste handling, transport, and disposal methods prior to transportation of waste from the site.
- B. Dumpsters and trucks are subject to inspection by Asbestos Consultant before transport to dump site.
- C. Agency Notification: Notify all appropriate agencies of Intent to Dispose of Asbestos at least 24 hours prior to actual disposal.
- D. Regulatory Compliance: Comply with all other regulations governing the disposal of ACMs in Washington.
- E. Labeling: Each bag of asbestos-containing waste shall be pre-labeled in accordance with 29 CFR 1910.1200 (f) of OSHA's Hazard communication Standard as follows:

DANGER CONTAINS ASBESTOS FIBERS AVOID CREATING DUST CANCER AND LUNG DISEASE HAZARD
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- F. In addition, a second pre-printed label must be present on each bag in accordance with 49 CFR Parts 171 and 172 of U.S. Department of Transportation regulation as follows:

RQ HAZARDOUS SUBSTANCE SOLID, NOS ORM-E NA 9188 (ASBESTOS)
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- G. Contractor shall mark each container with a permanent label listing the Port, the Port's project number, the date of removal, the location where the waste was generated, the contractor's name and the name of the Certified Asbestos Supervisor.
- H. Waste Hauling: Arrange for transport of asbestos-containing waste in properly packaged and labeled containers by a solid waste hauler authorized to haul such waste.
- I. Disposal at the Landfill: Arrange for disposal of asbestos-containing waste in a landfill approved by the EPA to accept this waste. Contractor shall provide to Asbestos Consultant in the RBM Abatement Work Plan, the names of any disposal site or site at which the waste will be disposed prior to the commencement of work and shall furnish copies of all government approvals for disposal of such waste.
  - 1. Upon reaching the landfill, trucks are to approach the dump location as closely as possible for unloading of the asbestos-containing waste.
  - 2. Bags, drums, and components shall be inspected as they are offloaded at the disposal site. Material in damaged containers shall be repacked in empty drums or bags as necessary.
  - 3. Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of trucks (weight of wet material could rupture containers).
  - 4. Personnel off-loading containers at the disposal site shall wear protective equipment consisting of disposable head, body, and foot protection and, at a minimum, half-face, air-purifying, dual cartridge respirators equipped with HEPA filters.
  - 5. Following the removal of all containerized waste, the truck shall be decontaminated using HEPA vacuums or wet methods to meet the no visible residue criteria. Polyethylene sheeting shall be removed and discarded along with contaminated cleaning materials and protective clothing in bags or drums at the disposal site.
  - 6. If landfill personnel have not been provided with personal protective equipment for the compaction operation by the landfill operator, Contractor shall supply protective clothing and respiratory protection for the duration of this operation.
- J. Manifesting: All dump receipts, trip tickets, transportation manifests, or other documentation of disposal shall be delivered to the Asbestos Consultant. The Contractor's name, date and time of shipment, pickup site and disposal site, the estimated quantity of the asbestos-containing waste, and the type of containers used shall be listed on the documents. The form shall be signed by the Engineer, the Contractor, and the operator of the disposal site, as the responsibility for the material changes hands. If a separate hauler is employed, his name, address, telephone number, and signature should also appear on the form.

### 3.09 RECORDKEEPING

- A. Upon completion of all asbestos-related activities, the Contractor shall provide a complete record of work activities to the Engineer. The record shall include the following:
  - 1. Name of the Contractor performing the work outlined in this Section and the name of the Certified Asbestos Supervisor.
  - 2. Final submittals shall be provided as detailed in Section 1.08 D. Provide written certification that the Contractor has fully completed work in strict accordance with the Specifications. The certification will include a short summary report describing total quantities of all asbestos-containing materials and final disposition, as well as a completed

copy of the waste manifest(s), signed and dated by the Certified Asbestos Supervisor, and the receiving disposal facility.

- B. The Contract Work will not be considered complete until receipt and acceptance of listed submittals by the Engineer.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. The provisions and intent of the Contract, including the General Conditions and General Requirements, apply to this work as if specified in this section.

### **1.02 DESCRIPTION OF WORK**

A. General Work

1. The work comprises the removal of LBP materials on dock crane 2078 located at Pier 7, 1101 Port of Tacoma Road Tacoma, WA.
2. The Contractor shall supply all labor, materials, services, insurance, special permits, and equipment necessary to accomplish regulated building materials (RBM) abatement and building demolition while controlling hazards related to lead in paints and coatings.
3. The Contractor is responsible for all costs associated with testing, engineering controls, decontamination, and personal protection as part of this Contract.
4. Lead-containing surface coatings were confirmed on the exterior of crane 2078 during building materials characterization surveys by DH Environmental in 2019. The reports are available to bidders as listed in Section 00 31 00 (Available Project Information). Contractor personnel shall be aware of the potential for the presence of lead, asbestos, and mold in isolated materials at the crane.
5. There is a potential for exposure to lead and lead dust during abatement and demolition work. The Contractor is responsible for monitoring work activities and determining when work involves lead-containing materials and conditions that require conformance with applicable regulations.
6. The Contractor is responsible for demolition debris-related waste that potentially contains lead or other heavy metals. A representative sample(s) of the debris must be analyzed by the Toxicity Characteristic Leachate Procedure (TCLP) in accordance with WAC 173-303-090.
7. During demolition activities, the Contractor will conduct personal air monitoring to determine if workers are being exposed to lead above regulatory limits in accordance with Washington Administrative Code (WAC) 296-155-17609.

### **1.03 LICENSE AND PERMITTING REQUIREMENTS**

- A. The Contractor is responsible for obtaining and paying for any applicable lead removal permits required by the Puget Sound Clean Air Agency (PSCAA), the Washington State Department of Labor & Industries, EPA, or any other permitting agency involved with the completion of the work included herein.

### **1.04 CODES AND REGULATIONS**

- A. Due to the potential health and environmental hazards associated with exposure to lead in construction, the Work shall be performed in compliance with the applicable provisions of the Washington State Division of Occupational Safety and Health (DOSH) and the Washington State Hazardous Waste Management Act, as well as other applicable federal, state, and local codes and regulations governing lead exposures, dust emissions, hazardous materials, and hazardous waste. The Contractor is fully responsible for planning and executing all of the Work under this Contract in a manner that meets the requirements of WAC 296-155-176 for protecting the health and safety of employees, the public, and the environment.

B. The following regulations of the United States Department of Labor, Occupational Safety and Health Administration (OSHA) and the United States Environmental Protection Agency (EPA) may apply to this work. In addition, the requirements of the State of Washington are pertinent to this work, including DOSH and the Washington State Department of Ecology (Ecology). Other applicable regulations not specifically identified herein also apply to the work, and if so, are the responsibility of the Contractor for identification and compliance. Applicable regulations are as follows:

1. OSHA, including:
  - a. 29 CFR 1910, Occupational Safety and Health Standards
    - 1) 29 CFR 1910.134, Respiratory Protection
    - 2) 29 CFR 1910.1100, Air Contaminants
    - 3) 29 CFR 1910.1200, Hazard Communication
  - b. 29 CFR 1926, Safety and Health Regulations for Construction
    - 1) 29 CFR 1926.28, Personal Protective Equipment
    - 2) 29 CFR 1926.62, Lead
2. DOSH, including:
  - a. Chapter 296-24 WAC, General Safety and Health Standards
  - b. Chapter 296-62 WAC, General Occupational Health Standards
    - 1) WAC 296-62-054, Hazard Communication
    - 2) WAC 296-62-07515, Control of Chemical Agents
    - 3) WAC 296-62-841, Respiratory Protection
  - c. Chapter 296-155 WAC, Safety Standards for Construction Work
    - 1) WAC 296-155-176, Lead
    - 2) WAC 296-155-200, Personal Protective Equipment
  - d. Chapter 296-843 WAC, Hazardous Waste Operations
3. Ecology, including:
  - a. Chapter 173-303 WAC, Dangerous Waste Regulations
4. Local Regulations, including:
  - a. Local landfill regulations
  - b. Local air emission regulations; Puget Sound Clean Air Agency.

C. The Contractor is responsible for ascertaining the extent to which these and other regulations affect the operations and to comply therewith.

#### 1.05 DEFINITIONS

A. Whenever the terms below occur in this Section, they will have the meanings which follow:

1. Abatement: As applied to the target building, "abatement" means any set of measures designed to permanently eliminate lead-based paint hazards in accordance with standards established by appropriate federal agencies. Such measures include:

- a. Removal of lead-based paint and lead-contaminated dust, the permanent containment or encapsulation of lead-based paint, the replacement or removal of lead-painted surfaces or fixtures, and the removal or covering of lead contaminated soil; and
  - b. Preparation, cleanup, disposal, and post-abatement clearance testing activities associated with such measures.
2. Action Level: Employee exposure, without regard to use of respirators, to an airborne concentration of lead at 30 micrograms of lead per cubic meter of air averaged over an 8-hour period. At this level, protective measures will be re-evaluated and modified to provide increased protection.
3. Air Monitoring: The process of measuring the concentration of lead in a specific volume of air in a stated period of time. Air monitoring samples shall be collected and analyzed in accordance with the methods specified by the National Institute for Occupational Safety and Health (NIOSH Method 7082) and as required by WAC 296-155-176.
4. Area Air Monitoring: Sampling of lead concentrations inside and outside the physical boundaries of the lead control area that are representative of airborne lead concentrations for that area.
5. Contractor's Competent Person: A person capable of identifying lead hazards in the work area and authorized by the Contractor to take corrective action.
6. Eight-Hour Time Weighted Average (TWA): Airborne concentration of lead averaged over an 8-hour period, determined in accordance with CFR 1910.1025.
7. Engineer: The Port's designee, project manager, or project engineer responsible for coordinating with the Contractor, the demolition contractor(s), and other parties performing work at the buildings.
8. High-Efficiency Particulate Air (HEPA) Filter Equipment: HEPA filtered vacuuming equipment with a UL 586 filter system capable of collecting and retaining lead-contaminated paint dust. A high efficiency particulate filter means 99.97 percent efficient against 0.3 micron size particles.
9. Lead-Based Paint: Paint or other surface coating that contains lead in excess of 0.05 % by weight or 1.0 mg/cm<sup>2</sup>.
10. Lead Permissible Exposure Limit (PEL): 50 micrograms of lead per cubic meter of air as an 8-hour time weighted average, as determined by CFR 29 Part 1926.62.
11. Personal Air Monitoring: Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour TWA concentration in accordance with WAC 296-155-176. Samples shall be representative of the employee's work tasks. The breathing zone shall be considered an area within a hemisphere, forward of the shoulders, with a radius of 6 to 9 inches and the center at the nose or mouth of the employee.

#### 1.06 PERSONNEL TRAINING

- A. All personnel removing or handling RBMs for this Project shall have current certification for Hazardous Waste Operations per WAC 296-843.
- B. All personnel who may come into contact with lead-containing materials during this Project shall have Lead Awareness Training per WAC 296-155-17625.
- C. Contractor shall furnish and train all personnel with appropriate respirators approved by the National Institute for Occupational Safety and Health (NIOSH) for use in atmospheres containing lead dust. Respirators shall comply with the requirements of CFR 1926.62.

- D. Special on-site training specific to equipment and procedures unique to this Project shall be completed, as required.
- E. Training in emergency response and evacuation procedures shall be provided to all Site employees by the Contractor.
- F. Contractor's Competent Person Responsibilities: The Contractor shall employ a Competent Person who will be responsible for the following:
  - 1. Certify training and medical clearances for all employees.
  - 2. Review and approve a lead-containing paint removal plan for conformance to the applicable referenced standards.
  - 3. Inspect lead-containing paint work for conformance with the approved plan.
  - 4. Direct monitoring and sampling.
  - 5. Ensure work is performed in strict accordance with specifications at all times.
  - 6. Ensure hazardous exposures to personnel and to the environment are adequately controlled at all times.

#### 1.07 SUBMITTALS

- A. Contractor shall provide complete submittals as per Section 01 33 00 – Submittal Procedures for review by the Engineer.
- B. Pre-work Submittals
  - 1. RBM Abatement Work Plan to include work processes, permits, training records, medical clearances, and certifications to cover abatement of Universal Wastes, abatement of asbestos, abatement of lead, and control of lead hazards during demolition. The plan must include:
    - a. A copy of the Washington State Contractor's License and registration to perform asbestos abatement per WAC 296-65 (if also performing asbestos abatement).
    - b. Project Schedule: Information detailing sequencing and scheduling of lead and other RBM work and schedule coordination with other work, contractors, and trades.
    - c. Decontamination Procedure: Location and layout of decontamination areas and explanation of intended decontamination sequence.
    - d. Site Plan: Sketches of intended work zones. Delineate all planned portable HEPA ventilation systems.
    - e. Methods: A description of all RBM removal methods to be used and sequence of activities.
    - f. Subcontractors: Listing of subcontractors and interface of trades involved in the performance of work.
    - g. Health & Safety Plan: Methods to be used to assure the safety of workers and visitors to the Site.
    - h. Personal Protective Equipment (PPE): Description of protective clothing and approved respirators to be used. PPE should include proper disposable protective whole body clothing, head coverings, gloves, and foot coverings as required by CFR 29 Part 1926.62. Furnish proper disposable plastic or rubber gloves to protect hands. Reduce

the level of protection only after obtaining approval from the Contractor's Competent Person.

- i. Disposal Plan: Explanation of handling, transport, and disposal of lead-contaminated and other RBM waste. Identify all disposal sites at which all waste material generated during this Work will be disposed and furnish evidence of all necessary government approvals to dispose of the waste(s).
- j. Project Staffing: Identity of project site supervisor, project manager, and list of trained workers to be used on Project. Include documentation of appropriate training and certification for all of the above.
- k. Medical Examinations: Evidence of medical examinations for workers to be used on this Project as required by DOSH. Include most recent written physician's opinion regarding employee's fitness to work and utilize mandatory protective equipment.
- l. MSDS/SDS: Material Safety Data Sheets/Safety Data Sheets for all chemicals (e.g., encapsulants, surfactants) to be used on the Project.
- m. Cleanup: Description of final cleanup procedures to be used
- n. Emergency Procedures: Description of emergency procedures to be followed in case of injury, fire, release, temporary utility failures, and breach of barriers. Include evacuation procedures, source of medical assistance, Port security, fire, police, emergency squad, local hospital, and procedures to be used for access by medical personnel.
- o. DOSH Requirements: Notarized certification signed by the Contractor's Competent Person or another officer of the abatement contracting firm that exposure measurements, medical surveillance, and worker training records are being kept in accordance with DOSH.
- p. Laboratory Qualification Information: Proof of qualifications of testing laboratory and personnel. Accreditation by the American Industrial Hygiene Association (AIHA) and certification that persons analyzing the samples have been judged proficient by successful participation in the NIOSH Proficiency Analytical Testing (PAT) Program, shall be considered sufficient proof of compliance.
- q. Notifications and Policies: Copies of all required abatement permits and notifications obtained by the Contractor, copies of all types of specified bonds and insurance, and notifications from bonding and insurance companies indicating extent of coverage.
- r. Pre-Construction Conference: Along with the Contractor's Competent Person, meet with the Engineer to discuss in detail the lead-based paint removal work plan, including work procedures and precautions for the work plan.

#### C. Job Submittals

- 1. Daily Logs: Each daily log will summarize the work completed that day and any unanticipated events, such as accidents or delays. Daily logs will include sign-in sheets that indicate the date, time, identity of entrant, company or agency represented, and reason for entry for all persons entering the work area. Submit copies of all the preceding week's daily logs to the Engineer by Wednesday of the following week.
- 2. Air Monitoring Records: Air monitoring records include logs of the area and personal lead air monitoring that has been completed, results, and protective actions needed and taken in response to the monitoring results. These logs will be submitted to the Engineer within 24 hours of samples being collected.



3. Employee Documentation: Submit information as required under Pre-Work Submittals for each new employee hired during the course of the project prior to that person's first day of work on the Project.

D. Final Submittals

1. Certification: Provide written certification that the Contractor has fully completed work in strict accordance with the Specifications and note any deviations from the Specifications and applicable regulations, reasons, and impacts to the Project. The certification will include a short summary report describing total quantities of all RBMs, final disposal of those RBMs, and a timeline for submitting the waste disposal manifests.

1.08 MATERIALS OWNERSHIP

- A. Materials indicated by the Port are to be relocated on the Port's property. Demolition materials shall become the Contractor's property and shall be removed from the property and disposed of legally.

**PART 2 - PRODUCTS**

2.01 EQUIPMENT AND SUPPLIES

- A. Provide a list and description of the equipment and supplies necessary to support the work as described in the RBM Abatement Work Plan. Use the least toxic product suitable for the job.
- B. Compliance: Equipment, including protective clothing and respirators used in the execution of this contract shall comply with ASTM E 849 and with the applicable federal, state, and local regulations.
- C. Protective clothing: Provide approved protective clothing in sufficient quantities and adequate sizes for all workers.
- D. Miscellaneous safety equipment: Hardhats, protective eyewear, gloves, rubber boots, or other footwear shall be provided as required for workers. Safety shoes may be required for some activities. Protective equipment used in the removal of lead-based paint and during demolition activities shall be of proper materials to adequately protect the individual conducting the work.
- E. Work Area Responsibility: It is the Contractor's responsibility to require that each person (worker or visitor) entering the Work Area wears an approved respirator and protective clothing. All non-Contractor personnel entering the Work Area will be required to provide their own protective clothing and equipment. Non-Contract personnel will not be allowed to enter the site if they do not have the protective equipment required by the Contractor, and if they cannot provide proof of medical clearance and fit test for respirators, if required.
- F. Fire Extinguishers: Fire extinguishers in sufficient quantity to deal with any small fires shall be kept in containment, minimum of one for each Work Area.

2.02 RESPIRATORY PROTECTION

- A. Air Purifying Respirators
  1. Provide half-face or full-face type respirators. All respirators must be approved for the use intended by the Mine Safety and Health Administration (MSHA) and NIOSH.
  2. Provide, at a minimum, filter cartridges labeled with the NIOSH and MSHA certification for Radionuclides, Radon Daughters, Dust, Fumes, and Mists and color-coded in accordance with ANSI Z228.2. In addition, a chemical cartridge may be added, if required, for solvents. If a chemical cartridge is required, provide a combination cartridge labeled with

the appropriate color code and MSHA/NIOSH certification. All cartridges shall be manufactured by the same manufacturer as the respirator.

3. Provide sufficient filters for replacement as necessary by workers.
4. Single-use, disposable, or quarter-face respirators are not permitted.

### **PART 3 - EXECUTION**

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

- A. Perform the following preliminary steps to prepare the Work areas prior to demolition of lead-containing building materials:
  1. Control Areas: Establish a Control Area/Exclusion Zone that includes a perimeter sufficient to perform the demolition work around each area that contains lead or lead-coated materials. Provide and display caution signs in clearly visible areas at entrances indicating that hazardous material work is being conducted and that unauthorized persons should not enter. Signs shall comply with WAC 296-155-176.
  2. Emergency Procedures: Establish and post written emergency procedures within each Work area, including emergency contact names and contact phone numbers, plans for medical emergencies, temporary loss of electrical power or water, and procedures for an emergency. Contractor is responsible for establishing and posting contingency procedures for all workers on site.
  3. Health and Safety Briefing: Conduct a health and safety briefing prior to the start of work and weekly to inform workers of the presence of lead in certain building materials, discuss the HASP provisions and procedures to be used to safely handle the lead-containing materials and other related items per the RBM Abatement Work Plan. Briefings should be performed as required by Project activities or changes in the Work or workforce.

#### **3.02 WORK PROCEDURE**

- A. General Procedures: Perform all Work and comply with the safety and health provisions in Section 01 35 29 – Health, Safety, and Emergency Response Procedures. Use procedures and equipment required to limit occupational and environmental exposure to lead when lead-containing coatings or dusts may be released. In general LBP removal procedures are:
  1. Remove paint within the areas designated in order to completely expose the substrate. Or, alternatively, remove completely the substrate and paint and dispose of the entire material.
  2. Indoor lead paint removal: Select paint removal processes to minimize contamination of work areas with lead-contaminated dust or other lead-contaminated debris/waste. This paint removal process should be described in the lead-containing paint removal plan and discussed during the Pre-Construction Conference. Perform manual sanding and scraping with dust control to the maximum extent feasible.
  3. Mechanical paint removal and blast cleaning: Perform mechanical paint removal and blast cleaning in lead control areas using negative pressure full containments with HEPA filtered exhaust. Collect paint residue and spent grit (used abrasive) from blasting operations for disposal in accordance with federal, state, and local requirements.
  4. Outside lead paint removal: Select removal processes to minimize contamination of work areas with lead-contaminated dust or other lead-contaminated debris/waste. This paint removal process should be described in the lead-containing paint removal plan and discussed during the Pre-Construction Conference. Perform manual sanding and scraping with dust control to the maximum extent feasible.

- B. Coordination of Work of all Trades: Coordinate the work of all trades to ensure that Work is performed in accordance with the applicable regulations and that the control limits are maintained at all times both inside and outside the Control Area.
- C. Dust Control: Prevent dust generation at all times to the maximum extent practicable. Dry scraping, dry sanding, or dry grinding on lead-containing paints or lead-contaminated surfaces will not be permitted without a full enclosure.
- D. Wastewater Control: The use of water shall be restricted to the smallest quantity necessary to minimize dust and to avoid the potential of contaminant migration through runoff. In no case shall liquids generated during building demolition come into contact with soil, drains, surfaces, or conduits that may constitute a release to the environment.
- E. Abatement and Demolition Procedures: Perform abatement and demolition procedures in accordance with Section 01 35 29 – Health, Safety, and Emergency Response Procedures.
- F. Decontamination: Personnel and equipment decontamination shall occur whenever people or equipment leave the Site as described in the approved work plan.
- G. Unsafe Work Practices: Grossly inadequate health, safety, or environmental precautions on the part of the Contractor or the belief that the Contractor's personnel, the general public, or the environment are or may be exposed to an immediate hazard, may be cause for the Port to suspend the Contractor's Work and to ask the Contractor's personnel to evacuate the hazard area. The Contractor shall not be compensated for such delays. The Contractor is responsible for costs identified by the Port and the Port's tenants as a consequence of the Contractor's actions or inactions that result in unsafe conditions.

### 3.03 SITE QUALITY CONTROL AND AIR MONITORING

- A. The Port may inspect the Contractor's operations and work areas daily for job site cleanliness and conformance with these Specifications.
- B. While performing the work, the Contractor may be subject to onsite inspection by DOSH, OSHA, Ecology, EPA, and/or other local agency officials. If found to be in violation of pertinent regulations, the Contractor shall cease all work immediately and may not resume work until the violation is resolved. Standby time and testing required to resolve the violation shall be at the Contractor's expense.
- C. All visitors to the site, including Port and agency inspectors, will be required to provide their own personal protective equipment. If respirators are required for entry, all entrants must supply their own respirator and proof of medical clearance and fit test.
- D. Air Monitoring: Monitoring of airborne concentrations of lead shall be conducted in accordance with WAC 296-155-176, and as specified herein.
  - 1. The Contractor shall perform personal and area air monitoring during the first day of demolition of any painted structure. Full-shift personal air monitoring will be conducted for a minimum of two workers onsite; area monitoring will be conducted outside of the building in the downwind direction relative to the building demolition. The results of the air monitoring will be used to determine the level of required respiratory protection and fugitive dust controls for the duration of the demolition activities for the building.
  - 2. Submit Air Monitoring Records, containing results of air monitoring samples, to Engineer within 24 hours after the air samples are collected.
  - 3. Notify Engineer immediately of the corrective actions planned or taken if the exposure to lead is at or in excess of the Action Level of 30 micrograms per cubic meter of air outside of the building; or if worker personal air monitoring levels are above the Action Level.

4. If the area air monitoring results are above the Action Level of 30 micrograms per cubic meter, the Engineer shall have the option of stopping all Work until the work procedures and lead hazard controls are revised to the Engineer's satisfaction. Standby time required to address an exceedance of the Action Level and additional verification monitoring shall be at Contractor's expense.

### 3.04 CLEANUP, TESTING, AND DISPOSAL

- A. Housekeeping: Housekeeping and cleanup procedures are essential tasks for lead contamination control. Maintain all surfaces throughout the area free of debris to the maximum extent practicable. Restrict debris from being distributed over the general area. Equip personnel engaged in cleaning up scrap and demolition debris with necessary respiratory equipment and protective clothing, as required.
- B. Cleanup: Maintain surfaces in the work area as free of accumulation of paint chips and dust as practicable. Restrict the spread of dust and debris and keep waste from being distributed over the work area. The use of dry sweeping or compressed air to clean up the area is strictly prohibited. At the end of each shift, clean the area of visible lead paint contamination by vacuuming with a HEPA filtered vacuum cleaner, wet mopping the area, or cleanup by other appropriate means.
- C. The USEPA and Washington State Department of Ecology requires generators of solid waste to determine whether their waste is a dangerous waste for proper accumulation, transportation and disposal. For demolition debris-related waste that potentially contains lead or other heavy metals, a representative sample(s) of the debris must be analyzed by the Toxicity Characteristic Leachate Procedure (TCLP) in accordance with WAC 173-303-090. Solid wastes containing leachable lead detected at a concentration of 5 mg/L or greater must be accumulated, stored, transported and disposed of as dangerous waste. Scrap metal that will be recycled is exempt from regulation as a Dangerous Waste in accordance with WAC 173-303-071(ff).

### 3.05 RECORDKEEPING

- A. Upon completion of all lead-related activities, the firm performing the work outlined in this Section shall provide a complete record of Work activities to the Engineer. The record shall include the following:
  1. Name of the firm performing the work outlined in this Section and person in charge.
  2. Final submittals shall be provided as detailed in Section 1.07 D. Provide written certification that Contractor has fully completed work in strict accordance with the Specifications. The certification will include a short summary report describing total quantities of all hazardous materials and final disposition, as well as a completed copy of the waste manifest(s), signed and dated by the initial transporter, and the receiving disposal facility, in accordance with 40 CFR 262.
- B. The Contract Work will not be considered complete until receipt and acceptance of listed submittals by the Engineer.

### END OF SECTION