

**PORT OF TACOMA  
TACOMA, WASHINGTON  
FIBER TO LOT F**

**PROJECT NO. 101286.01  
CONTRACT NO. 071169**

**Trevor Thornsley, PE  
Director, Engineering**


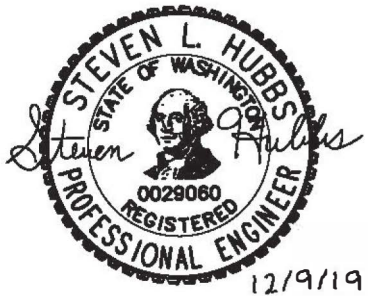
**David Myers, Architect  
Project Manager**

**END OF PROJECT TITLE PAGE**

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

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

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

<u>SEAL &amp; SIGNATURE</u>	<u>SECTION(S)</u>
	31 00 00, 32 12 16.01
	26 01 26, 26 05 00, 26 05 19, 26 05 33, 26 05 53, 26 71 19, 28 05 13, 28 23 29

END OF SECTION

## **PROCUREMENT AND CONTRACTING REQUIREMENTS**

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

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APPENDICES

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**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

Sheet No.	Drawing Title
G01.01	Cover
G01.02	GENERAL NOTES
G01.03	LEGEND AND ABBREVIATIONS
C01.01	TESC NOTES
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C02.01	SITE PLAN
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E6	OVERALL LOT F ELECTRICAL SITE PLAN
E7	FIBER OPTIC CABLE RISER DIAGRAM
E8	TPU POWER POLE ELEVATIONS
E9	VAULT DETAILS
E10	POLE ATTACHMENT DETAILS
E11	LOT F FIBER HUT PLAN AND DETAILS
E12	ELECTRICAL DETAILS
E13	ELECTRICAL VAULT DETAILS
E14	CONDUIT AND CONDUCTOR SCHEDULES
W0-01	COVER SHEET AND SHEET INDEX
W0-02	GENERAL NOTES
W0-03	TESC DETAILS
W0-04	TESC PLAN
W0-05	OVERALL PLAN
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**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF LIST OF DRAWINGS**

**THE PORT OF TACOMA IS CURRENTLY ACCEPTING SEALED BIDS FOR CONSTRUCTION OF  
THE FOLLOWING:**

**FIBER TO LOT F**

**PROJECT NO. 101286.01 | CONTRACT NO. 071169**

**Scope of Work:** The Fiber to Lot F consists of installation of two (2) 48-strand fiber optic cables from the Husky Administration Building to a new communications hut located on Lot F. The path of the cable installation is shown in the drawing package. Existing conduit and vaults, installed conduit and vaults, and aerial installation on Tacoma Power poles will be utilized to run the cables between the two locations. All fiber optic lines will be fully terminated and tested.

At lot F, a Port constructed communications hut will be available to the contractor for installation of Port provided/Contractor installed equipment and termination of fiber optic lines both from the Husky Administration Building and on site. On Lot F the Contractor will utilize conduits provided by others and installed conduit and vaults as part of this project to pull fiber optic lines to Poles 2, 5, 9 and 12. At these pole locations all fiber optic lines will be fully terminated and tested and Port provided communication components will be installed by this Contract.

Close coordination between this Contract, Port Maintenance and Tenant Contractor(s) will be required. Multiple contractors will be working on Lot F at the same time. Truck queueing on site will also be maintained during construction. Some activities will require night and/or weekend work.

The Port has been awarded a Department of Homeland Security Grant for the work. Provisions and requirements associated with the grant are included within the Supplemental Conditions attached to the specifications.

**Bid Estimate:** Estimated cost range is \$420,300 to \$490,300, plus Washington State Sales Tax (WSST).

**Sealed Bid  
Date/Time/  
Location:** Bids will be received at the Front Reception Desk, Port Administration Office, One Sitcum Plaza, Tacoma, Washington until **2:00 P.M. on January 7, 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:**

A pre-Bid conference and site visit have been set for December 18, 2019 at 9:30 AM. The site visit will convene at the Port's Administrative building, located at One Sitcum Plaza. The following Personal Protective Equipment is required for the site visit: sturdy shoes and reflective vest.

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 071169. 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.



**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.

**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 "Apprentice" is a worker for whom an apprenticeship agreement has been registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).
- C. "Award" means the formal decision by the Port of Tacoma ("Port") notifying a Responsible Bidder with the lowest responsive Bid of the Port's acceptance of their Bid and intent to enter into a Contract with the Bidder.
- D. The "Award Requirements" include the statutory requirements as a condition precedent to Award.
- E. The "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- F. A "Bid" is a complete and properly signed proposal to do the Work, submitted in accordance with the Bidding Documents, for the sums therein stipulated and supported by any data called for by the Bidding Documents.
- G. The "Bid Date" is the day and hour specified in the Bidding Documents, as may be changed through an Addendum, by which Bidders are required to submit Bids to the Port.
- H. The "Bid Form" is the form(s) included with the Bidding Documents, with Specification Section 00 41 00, through which a Bidder submits a Bid.
- I. A "Bidder" is a person or entity who submits a Bid.
- J. The "Bidding Documents" include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, any other sample bidding and contract forms, including those provided by reference, the Bid security, and the proposed Contract Documents, including any Addenda issued prior to the Bid Date.
- K. The "Contract Documents" proposed for the Work consist of the Agreement, the General Conditions of the Contract (as well as any Supplemental, Special, or other conditions included in the Project Manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.
- L. A "Sub-Bidder" is a person or entity of any tier who submits a bid or proposal to or through the Bidder for materials, equipment or labor for a portion of the Work.

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

By making its Bid, each Bidder represents that:

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

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

### 1.03 BIDDING DOCUMENTS

#### A. COPIES

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

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

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

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

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

C. SUBSTITUTIONS

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

D. ADDENDA

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

1.04 BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

1. Form. Bids (including required attachments) shall be submitted on forms identical to the Bid Form included with the Bidding Documents. No oral, email, or telephonic responses or modifications will be considered.
2. Entries on the Bid Form. All blanks on the Bid Form shall be filled in by typewriter, printer, or manually in ink.
3. Figures. All sums shall be expressed in figures, not words. Portions of the Bid Form may require the addition or multiplication of component bids to a total or the identification of component amounts within a total. In case of discrepancy between unit prices listed and their sum(s), the unit prices listed shall govern (rather than the sum).
4. Initial Changes. Any interlineation, alteration, or erasure shall be initialed by an authorized representative of the Bidder.
5. Bid Breakdown. The Bid Form may contain, for the Port's accounting purposes only, a breakdown of some or all of the components included in the Base Bid.
  - a. For lump-sum Bids, the total Contract Sum shall be submitted.
  - b. For unit-price Bids, a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the total Contract Sum.
6. No Conditions. The Bidder shall make no conditions or stipulations on the Bid Form, nor qualify its Bid in any manner.
7. Identity of Bidder. The Bidder shall include in the specified location on the Bid Form, the legal name of the Bidder and, if requested, a description of the Bidder as a sole proprietor, a partnership, a joint venture, a corporation, or another described form of legal entity. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. The Port verifies signature authority on the Labor and Industries website <https://fortress.wa.gov/lni/bbip/Search.aspx> under the contractor registration business

owner information. If the business owner information is not current, the Bidder shall show proof of authority to sign at the request of the Port. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder

8. Bid Amounts Do Not Include Sales Tax. The Work to be performed constitutes a "retail sale" as this term is defined in RCW 82.04.050. Thus, the Base Bid amount shall include in the sum stated all taxes imposed by law, EXCEPT WASHINGTON STATE AND LOCAL SALES TAX due on the Base Bid. The engaged Contractor will pay retail sales tax on all consumables used during the performance of the Work and on all items that are not incorporated into the final Work; this tax shall be included in the Base Bid price and in any other prices set forth on the Bid Form. The Port will pay state and local retail sales tax due on each progress payment and final payment to the engaged Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government.

#### B. 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.

#### C. SUBMISSION OF BIDS

1. Procedure. The Bid, the Bid security, and other documents required to be submitted with the Bid, shall be enclosed in a sealed envelope identified with the Project name and number and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope

shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face of the mailing envelope.

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

#### D. MODIFICATION OR WITHDRAWAL OF BID

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

#### E. COMMUNICATIONS

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

#### 1.05 CONSIDERATION OF BIDS

- A. OPENING OF BIDS. Unless stated otherwise in the Advertisement or Invitation to Bid or an Addendum, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and any Alternate Bids will promptly (and generally within twenty-four (24) hours) be made available to Bidders and other interested parties.
- B. REJECTION OF BIDS. The Port shall have the right, but not the obligation, to reject any or all Bids for any reason, or for no reason, to reject a Bid not accompanied by the required Bid security, or to reject a Bid which is in any way incomplete or irregular.

C. **BIDDING MISTAKES.** The Port will not be obligated to consider notice of claimed Bid mistakes received more than twenty-four (24) hours after the Bid Date. In accordance with Washington law, a low Bidder that claims error and fails to enter into the Contract is prohibited from Bidding on the Project if a subsequent call for Bids is made for the Project.

D. **ACCEPTANCE OF BID (AWARD)**

1. **Intent to Accept.** The Port intends, but is not bound, to Award a Contract to the Responsible Bidder with the lowest responsive Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Port has the right to waive any informality or irregularity in any Bid(s) received and to accept the Bid which, in its judgment, is in its own best interests.
2. **Requirements for Award.** Before the Award, the lowest responsive Bidder must be deemed Responsible by the Port and must satisfy all Award Requirements.

E. **BID PROTEST PROCEDURES**

1. **Procedure.** A Bidder protesting, for any reason, the Bidding Documents, a Bidding procedure, the Port's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to, a finding of non-Responsibility, the Award of the Contract or any other aspect arising from, or relating in any way to, the Bidding, shall cause a written protest to be filed with the Port within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com).
2. **Consideration.** Upon receipt of the written protest, the Port will consider the protest. The Port may, within three (3) business days of the Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Port, the Contracts Director of the Port, or his or her designee, will review the issues and promptly furnish a final and binding written decision to the protesting Bidder, and any other affected Bidder(s), within six (6) business days of the Port's receipt of the protest. (If more than one (1) protest is filed, the Port's decision will be provided within six (6) business days of the Port's receipt of the last protest.) If no reply is received from the Port during the six (6) business-day period, the protest will be deemed rejected.
3. **Waiver.** Failure to comply with these protest procedures will render a protest waived.
4. **Condition Precedent.** Timely and proper compliance with, and exhaustion of, these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

1.06 **POST BID INFORMATION**

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

1. **Responsibility Detail Form.** Within 24 hours of the Low Responsive Bidder Selection Notification, the apparent low Bidder shall submit to the Port the Responsibility Detail Form and other required documents (Section 00 45 13) executed by an authorized company officer. As requested from the Port, the low responsive Bidder shall provide written



- confirmation that the person signing the Bid on behalf of the Bidder was duly authorized at the time of bid, a detailed breakdown of the Bid in a form acceptable to the Port, and other information required by the Port.
2. The apparent low Bidder shall submit to the Port upon request:
    - a. Additional information regarding the use of the Bidder's own forces and the use of subcontractors and suppliers;
    - b. The names of the persons or entities (including a designation of the Work to be performed with the Bidder's own forces, and the names of those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work (i.e., either a listed Sub-Bidder or a Sub-Bidder performing Work valued at least ten (10) percent of the Base Bid), consistent with the listing required with the Bid; and
    - c. The proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work.
  3. Failure to provide any of the above information in a timely manner will constitute an event of breach permitting forfeiture of the Bid security.
  4. Bidder Responsibility. The Bidder will be required to establish, to the satisfaction of the Port, the reliability and responsibility of itself and the persons or entities proposed to furnish and perform the Work described in the Bidding Documents. If requested, the Bidder shall meet with the Port to discuss the Bid, including any pricing, the Bid components, and any assumptions made by the Bidder.
  5. Sub-Bidder Responsibility. The Responsibility of the Bidder may be judged in part by the Responsibility of Sub-Bidders. Bidders must verify the Responsibility Criteria for each first-tier Sub-Bidder. A Sub-Bidder of any tier that hires other Sub-Bidders must verify Responsibility Criteria for each of its lower-tier Sub-Bidders. The verification shall include a representation that each Sub-Bidder, at the time of subcontract execution, is Responsible and possesses required licenses.
  6. Objection. Prior to an Award of the Contract, the Port will notify the Bidder in writing if the Port, after due investigation, has reasonable objection to the Bidder or a person or entity proposed by the Bidder. Upon receiving such objection, the Bidder may, at Bidder's option: (a) withdraw their Bid, (b) submit an acceptable substitute person or entity with no change in the Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there is a cost to the Bidder occasioned by such substitution, or (c) file a protest in accordance with the Bidding Documents.
  7. Change. Persons and entities proposed by the Bidder to whom the Port has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed, except with the written consent of the Port.
  8. Right to Terminate. The Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. If a Bidder makes a material misrepresentation on a Qualification Statement, the Port has the right to terminate the Contract for cause and may then pursue any remedies that exist under the Contract or that are otherwise available.
- B. INFORMATION FROM OTHER BIDDERS: All other Bidders designated by the Port as under consideration for Award of a Contract shall also provide a properly executed Qualification Statement, if so requested by the Port.

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

- A. **BOND REQUIREMENTS.** Within 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 SUMMARY**

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

### **1.02 DEFINITIONS/CLARIFICATIONS**

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

### **1.03 SUBMITTALS**

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

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

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

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

D. Substitutions will not be considered when:

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

1.04 QUALITY ASSURANCE

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**PROJECT TITLE: FIBER TO LOT F**

SUBMITTED BY: \_\_\_\_\_  
PRIME/SUB/SUPPLIER: \_\_\_\_\_

**PROJECT NO.: 101286.01**

CONTRACT NO.: 071169  
DATE: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Section No.: \_\_\_\_\_  
Description: \_\_\_\_\_ Paragraph: \_\_\_\_\_  
\_\_\_\_\_ Page No.: \_\_\_\_\_

-----  
Proposed Substitution: \_\_\_\_\_  
Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Installer: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

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

☐ Point-by-Point comparative data attached - REQUIRED

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

Similar Installation:  
Project: \_\_\_\_\_ A/E: \_\_\_\_\_  
Address: \_\_\_\_\_  
Owner: \_\_\_\_\_ Date Installed: \_\_\_\_\_

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

Supporting Data Attached:  
☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ Other: \_\_\_\_\_  
\_\_\_\_\_

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

The Undersigned certifies:

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

Submitted By: \_\_\_\_\_  
Signed By: \_\_\_\_\_ Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Attachments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

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

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

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

---

#### ENGINEER'S REVIEW AND ACTION

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

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

**END OF SECTION**



## **PART 1 - GENERAL**

### **1.01 EXISTING CONDITIONS**

- A. Certain information relating to existing surface and subsurface conditions and structures is available to Bidders online at [www.portoftacoma.com](http://www.portoftacoma.com), but will not be part of the Contract Documents, as follows:
1. Geotechnical Report: Entitled 1997 Geotech Hyundia Admin., dated Dec. 16, 1997.
  2. Site Drawings: Entitled 091237 WUT Truck Queue Final Drawings, dated Dec. 30, 2013.
  3. Cap Drawings: Entitled Cascade Timber Cap, dated April 22, 1994.
  4. Electrical Drawings: Entitled Elec Dwgs, dated April 10, 2003.
  5. Site Survey Drawings: Entitled Fiber to Lot F Topographic Survey, dated Dec 10, 2019.
  6. Geotechnical Report: Entitled Geotechnical Engineering Services Report - Maxwell Way & Port of Tacoma Road, dated Oct. 11, 2002.
  7. Geotechnical Report: Entitled HLA Geotech Inv Pvmt Dsgn, dated March 1, 1994.
  8. Remedial Action Report: Entitled HLA Remedial Act Dsgn Rpt, dated March 24, 1994.
  9. Site Survey Drawings: Entitled Lot F Topographic Survey, dated Nov. 19, 2019.
  10. Site Drawings: Entitled Maxwell Auto Site, dated April 10, 2003.
  11. Site Drawings: Entitled US Oil Pipelines POT Rd, dated Feb. 12, 2007.

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

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

**PROJECT TITLE:** FIBER TO LOT F

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

ITEM NO.	DESCRIPTION OF ITEM	UOM	PRICE
1	Mobilization and Demobilization	LS	
2	Project Administration	LS	
3	Phase 1 Fiber Installation - Husky Admin to Lot F	LS	
4	Phase 2 Lot F work	LS	
TAXABLE BASE BID SUBTOTAL			

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

Note: Show prices in figures only.

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

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

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

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

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

_____ Name of Firm	_____ Date	
_____ Signature	_____ By	_____ Title
_____ Mailing Address	_____ City, State	_____ Zip Code
_____ Telephone Number	_____ Email Address	
_____ WA State Contractor's License No.	_____ Date of Issue	_____ Expiration Date
_____ Unified Business Identifier (UBI) No.	_____ Employment Security Department No.	

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

**END OF SECTION**

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. 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: Fiber to Lot F**  
**PROJECT NO. 101286.01**  
**CONTRACT NO. 071169**

**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: FIBER TO LOT F

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

CONTRACT AND PROJECT NUMBER: 071169 / 101286.01

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:

The "Contractor" is: \_\_\_\_\_ (Legal Name)  
 \_\_\_\_\_ (Address)  
 \_\_\_\_\_ (Address 2)  
 \_\_\_\_\_ (Phone No.)

The "Project" is:	<u>Fiber to Lot F</u>	(Title)
	<u>101286.01   071169</u>	(Project/ Contract No.)
	<u>1101 Port of Tacoma Road, Tacoma WA</u>	(Project Address)
	<u>1800 Port of Tacoma Road, Tacoma WA</u>	(Project Address 2)

The "Engineer" is:	<u>Trevor Thornsley, PE</u>	(Engineer)
	<u>Director, Engineering</u>	(Title)
	<u>tthornsley@portoftacoma.com</u>	(Email)
	<u>(253) 383-9408</u>	(Phone No.)

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

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

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

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

## BACKGROUND AND REPRESENTATIONS:

The Port has caused Drawings, Specifications, and other Contract Documents to be prepared for the performance of Work 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 115 calendar days from execution of the Contract, subject to adjustments of this Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the entire Work within 30 calendar days of the date on which Substantial Completion is achieved.

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

The liquidated damages for failure to achieve Substantial Completion by the required date shall be \$1,000.00 per calendar day. After the required Final Completion date, the liquidated damages for failure to achieve Final Completion shall be \$500.00 per calendar day.

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

#### 4.0 CONTRACT PRICE

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

#### 6.0 INSURANCE AND BONDS

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

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

CONTRACTOR

PORT OF TACOMA

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

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

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

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

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

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

**END OF SECTION**

**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 Fiber to Lot F, Project No.  
101286.01/Contract No. 071169, 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 Fiber to Lot F, Project No. 101286.01/Contract No. 071169, 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:** FIBER TO LOT F  
**PROJECT NO.:** 101286.01  
**CONTRACT NO.:** 071169

**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. 071169 with the Port for Fiber to Lot F, Project No. 101286.01.

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.: 071169

Project No.:

101286.01

Project Title: Fiber to Lot F

**Agency:** Port of Tacoma

PO Box 1837

Tacoma, WA 98401-1837

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)

## **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

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## **PART 1 – GENERAL SUPPLEMENTARY CONDITIONS**

REVISE the following provision in 00 72 00 General Conditions ARTICLE 7 – PAYMENTS paragraph 7.06 as follows:

### **7.06 RETAINAGE**

- A. In accordance with Chapter 60.28 R.C.W., submit to the Port a retainage bond equal to five (5) percent of the contract total plus five (5) percent of all increases in the contract amount that may occur due to change orders, increases in the quantities or the addition of any new work items. The bond shall be conditioned upon the faithful performance of the Contract by the Contractor within the Contract Time. For purposes of Chapter 60.28 R.C.W. “completion” shall mean Final Completion.
- B. The Contractor shall furnish a duly executed retainage bond upon the form furnished by the Port in Section 00 61 23 or a form acceptable to the Port which contains provisions substantially similar to those in Section 00 31 23, duly completed by a guaranty company authorize to do business in the State of Washington. The bond shall be furnished within ten calendar days following receipt of the notice of award. The bond shall be executed by a licensed surety (or sureties) which is registered with the Washington state Insurance Commissioner and the surety’s name shall appear in the current Authorized Insurance Company List for the state of Washington published by the Office of the Insurance commissioner and must be approved by the U.S. Department of Treasury as evidenced by a listing in the Federal Register. In addition, the surety or sureties must be rated “A-, FSC(6), or higher by A.M. Best Rating Guide. Attorneys-in-fact who sign retainage bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

## **PART 2 – FEDERAL SUPPLEMENTARY CONDITIONS**

This Section 00 73 00, Supplementary Conditions, sets forth federal grant provisions applicable to this Contract. If any of the provisions below conflict with the provisions found in Section 00 72 00, General Conditions, the provisions set forth here in Section 00 73 00 control and supersede the portions of Section 00 72 00, General Conditions. Where any provisions of Section 00 72 00 is modified or deleted by these Supplementary Conditions, the unaltered portions of the provision remain in full force and effect.

Contractor is apprised that many of the provisions in this section are flow down, which means the provision also applies to subcontracts. Review each provision for its application to subcontracts.

### **2.01 FEDERAL CHANGES**

- A. The Contractor shall at all times comply with all applicable federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Grant or Master Agreement between the Port and the federal agency, as they may be amended or promulgated from time to time during the term of this Contract. Failure by the Contractor to so comply shall constitute a material breach of this Contract.

### **2.02 NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

- A. The Port and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Port, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## 2.03 ACCESS TO RECORDS AND REPORTS

- A. Contractor agrees to provide the Port, the federal agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees to provide the federal agency or its authorized representatives access to Contractor's records and construction sites pertaining to the project, which is receiving federal financial assistance.
- B. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and
- C. Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Port, the federal agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

## 2.04 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq., apply to its actions pertaining to this Project. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the federal agency assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor shall promptly refer to the DHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, or similar misconduct involving ARRA funds. (ARRA sec. 1553). The DHS Office of Inspector General can be reached at <http://www.oig.Department.gov/fraud/hotline/>. The Contractor agrees to include the above clauses in each subcontract financed in whole or in part with federal assistance provided by the federal agency. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## 2.05 EQUIPMENT MARKING (LABELING)

- A. When practicable, all equipment purchased with Federal Homeland Security grant funding shall be prominently marked as follows:

1. "Purchased with funds provided by DHS."

- B. Stickers/Labels/Markings shall be fluorescent yellow with black lettering and be a minimum of a 2-inch x 2-inch or 1-inch x 3-inch. For larger categories of equipment, such as vehicles, trailers, generators and communications towers and structures; stickers/labels/markings shall be a minimum of a 3-inch x 6-inch.

## 2.06 ENVIRONMENTAL REQUIREMENTS

- A. Environmental Protection: Contractor shall comply with all applicable federal, state and local environmental and historic preservation requirements and shall provide any information requested by the federal agency to ensure compliance with applicable laws, including the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321.
- B. Air Quality: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The Contractor agrees to report each violation to the Port and understands and agrees that the Port will, in turn, report each violation as required to assure notification to the federal agency and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract which exceeds \$100,000.
- C. Clean Water: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq. The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. Section 300h et seq. The Contractor agrees to report each violation to the Port and understands and agrees that the Port will, in turn, report each violation as required to assure notification to the federal agency and the appropriate EPA Regional Office. The Contractor also agrees to include these Clean Water requirements in each subcontract, which exceeds \$100,000.
- D. Use of Public Lands: The Contractor agrees that it shall not propose as part of any deliverable that any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from a historic site of national, State, or local significance may be used for the Project unless the federal agency makes the specific findings required by 49 U.S.C. Section 303.
- E. Wild and Scenic Rivers: The Contractor agrees to comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. Section 1271 et seq. relating to protecting components of the national wild and scenic rivers system.
- F. Coastal Zone Management: The Contractor agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. Section 1451 et seq.
- G. Wetlands: The Contractor agrees to comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. Section 4321.
- H. Floodplains: The Contractor agrees to comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management" 42 U.S.C. Section 4321, and, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234).

- I. Endangered Species: The Contractor agrees to comply with protections for endangered species of the Endangered Species Act of 1973, as amended, 16 U.S.C. Section 1531 et seq.
- J. Historic Preservation: The Contractor agrees to facilitate compliance with Federal historic and archaeological preservation requirements of Section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. Section 470f; Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. Section 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. Section 469a-1 et seq. The Contractor agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify the federal agency of any such properties that will be affected. The Contractor agrees to comply with all Federal requirements to avoid or mitigate adverse effects on those historic properties.
- K. Environmental Justice: The Contractor agrees that it shall not propose as part of any deliverable anything that shall fail to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321.
- L. The above subparagraphs in Environmental Requirements are not all inclusive. The Contractor agrees that the above listing in the subparagraphs of this provision does not constitute the Contractor's entire obligation to meet all federal environmental and resource conservation. The Contractor agrees to comply and assures the compliance of its subcontractors, with any such federal environmental and resource conservation requirements as the Federal Government may now or in the future promulgate.

## 2.07 RECYCLED PRODUCTS

- A. To the extent practicable and economically feasible, the Contractor shall provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in U.S. Environmental Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. The Contractor shall include this provision in all of its subcontracts, with the requirement that it shall flow down to all subcontracts regardless of tier.

## 2.08 FEDERAL RIGHTS IN DATA AND COPYRIGHTS

- A. Any patentable result or materials suitable for copyright arising out of this Contract shall be owned by and made available to the Port for public use, unless the Port determines it is not in the public interest that it be owned or available to the Port.
- B. The term "Subject Data" used in this Contract means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings or plans associated lists, designs, calculations, notes, process sheets, manuals, technical reports, catalog item identifications, other related information and other work submitted or which are specified to be delivered under this Contract or which are developed or produced and paid for under this Contract, whether or not complete (referred to in this section as "Subject Data") shall be vested in the Port or such other local, state or federal agency, if any, as may be provided by separate contract with the Port. By separate contract, the Port may be required to provide the Federal Government with a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the "Subject Data" described herein. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government.



- C. The term "Subject Data" does not include financial reports, cost analyses, or similar information used for project administration.
- D. Except as prohibited or otherwise limited by State law, upon request by the Port, the Contractor agrees to indemnify, save, and hold harmless the Port, the Federal Government and their officials, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.
- E. The Contractor shall ensure that substantially the foregoing paragraphs of this provision, Federal Rights in Data and Copyrights, are included in each subcontract for work on the Project.

## 2.09 BUY AMERICA

- A. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in the federal agency funded projects are produced in the United States, unless a waiver has been granted by the federal agency or the product is subject to a general waiver. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The Contractor must submit to the Port the appropriate Buy America certification in Section 00 73 00, Attachment B.

## 2.10 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

### A. Overtime Requirements

- 1. No Contractor or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

### B. Violation; Liability for Unpaid Wages; Liquidated Damages

- 1. In the event of any violation of the clause set forth in paragraph A of this provision, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this provision, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph A of this provision.

### C. Withholding for Unpaid Wages and Liquidated Damages

- 1. The Port shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph B of this provision.

D. Compliance with OSHA

1. The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 333, and applicable Department of Labor regulations, "Safety and Health Regulations for Construction" 29 CFR 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

E. Subcontracts

1. The Contractor or subcontractor shall insert in any subcontracts the paragraphs set forth in this provision, Contract Work Hours And Safety Standards Act, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this provision. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this provision if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site; or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction, is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

2.11 AUDIT

- A. The Comptroller General and the Inspector General of the federal agency shall have direct access to sufficient records and information of the Contractor, as they determine to ensure accountability for federal funds. Audits will be conducted in accordance with OMB Circular A-133.

2.12 CONTRACTORS' CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- A. No contract shall be made with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs. The Contractor agrees to comply, and assures the compliance by each of its subcontractors at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101. The Contractor shall submit its certificate on the form found in Section 00 73 00 Attachment B.
- B. This certification is a material representation of fact. If at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to the Port. If it is later determined that the Contractor knowingly rendered an erroneous certification, the Port may terminate the Contract for cause of default, in addition to other remedies available including federal suspension and/or debarment.

2.13 SUBCONTRACTOR'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION

- A. The Contractor shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or person, who is debarred, suspended or has been declared ineligible by the federal government from obtaining federal assistance funds. The Contractor's knowledge and information regarding any subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.
- B. The Contractor shall include in each subcontract exceeding \$100,000, regardless of tier, a clause requiring each lower tiered subcontractor to provide the certification set forth in Section 00 73 00 Attachment C. Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistant funds. The Contractor shall require each subcontractor, regardless of tier, to immediately provide written notice to the Contractor if at any time the subcontractor learns that its, or a lower tier, certification was erroneous when submitted or has become erroneous by reason of changed circumstances, which the Contractor shall immediately forward on to the Port. The Contractor may rely upon the certifications of the subcontractor unless it knows that the certification is erroneous.

2.14 ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid on a solicitation valued at \$100,000 or more shall complete the certification required by 49 CFR Part 20, "New Restrictions on Lobbying" found in Section 00 73 00 Attachment D. Additionally, the Contractor shall require each subcontractor and each lower tier subcontractor exceeding \$100,000 to certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Contractor to be submitted to the Port.

2.15 OPEN AND FAIR OPPORTUNITIES

- A. During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in Port contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- B. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination including RCW Chapter 49.60. The Contractor further agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to the following:
  - 1. Nondiscrimination in Federal Programs.

- a. The Contractor agrees to comply with the provision of 49 U.S.C. § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
2. Nondiscrimination -- Title VI of the Civil Rights Act.
  - a. The Contractor agrees to comply with, and assure compliance by each subcontractor under this Agreement, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d.
3. Equal Employment Opportunity.
  - a. The selected Contractor agrees to comply with, and assures the compliance of each subcontractor under this Agreement with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements.
4. Nondiscrimination on the Basis of Sex.
  - a. The Contractor agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex, and any Federal requirements that may be promulgated.
5. Nondiscrimination on the Basis of Age.
  - a. The Contractor agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107, and implementing regulations, which prohibits discrimination on the basis of age.
6. Nondiscrimination on the Basis of Disability.
  - a. The Contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:
7. Nondiscrimination on the Basis of Drug or Alcohol Abuse.
  - a. The Contractor agrees to comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), and sections 523 and 527 of the Public Health Service Act of 1912 relating to confidentiality of alcohol and drug abuse patient records.
8. Requirement For Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
  - a. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.
  - b. The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:

- |   |              |
|---|--------------|
| Women – national timetable until further notice   | Goal<br>6.9% |
| Minorities - by Standard Metropolitan Statistical Area (SMSA)<br>Tacoma, WA (WA Pierce) | Goal<br>6.2% |
- c. These goals are applicable to each nonexempt Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, or federally assisted project, contract, or subcontract until further notice. Compliance with these goals and time tables is enforced by the Office of Federal Contract compliance Programs.
- d. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, in each construction craft and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goal shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- e. The Contractor shall provide written notification to the Port within 10 working days of award of any construction subcontract in excess of \$10,000 or more that are federally funded, at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- f. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area is as designated herein.
9. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- a. As used in these specifications:
- 1) Covered Area means the geographical area described in the solicitation from which this contract resulted;
  - 2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - 3) Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
  - 4) Minority includes:
    - (a) Black, a person having origins in any of the Black Racial Groups of Africa.

- (b) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
  - (c) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
  - (d) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- b. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- c. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.
- d. The Contractor shall implement the specific affirmative action standards provided in paragraphs g(1) through g(16) of this Supplementary Condition. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- g. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- 1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - 2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - 3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - 4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - 5) Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under paragraph g(2) above.
  - 6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- 7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - 8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - 9) Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - 10) Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - 11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - 12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - 13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - 14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - 15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - 16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (paragraphs g(1) through g(16)). The efforts of a contractor association, joint contractor-union, contractor-



community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Supplementary Condition provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- i. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- k. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in this Supplementary Condition, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- n. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.

- o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- p. The Contractor shall complete and submit with each pay request the Workforce Inventory Report found in Section 00 73 00 Attachment E.

## 2.16 CONFLICTS OF INTEREST

### A. Contingent Fees

- 1. The Contractor warrants and covenants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty the Port shall have the right to terminate this Contract and/or in its discretion to deduct from the Total Price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

### B. Gratuities

- 1. The Contractor warrants and covenants that no gratuities, in the form of entertainment, gifts or otherwise, have been or will be offered or given by the Contractor or any of its agents, employees or representatives to any official member or employee of the Port in an attempt to secure a contract or favorable treatment in awarding, amending or making any determination related to the performance of this Contract.

### C. Conflict of Interest

- 1. The Contractor warrants and covenants it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the performance of the work and services required to be performed under this Agreement and that it shall not employ any person or agent having any such interest. In event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, the Contractor shall immediately disclose such interest to the Port and take action immediately to eliminate the conflict or to withdraw from the Contract as the Port may require.

### D. Breach of Covenants

- 1. If the Port has reason to believe that the covenants set forth in subparagraphs A, B, or C of this section have been breached, it shall so notify the Contractor in writing. The Contractor shall respond to said notice within ten days of receipt with a detailed written explanation or answer to any facts, allegations or questions contained or referenced in said notice. The Contractor may request a hearing on the matter by the Port which shall be conducted by the Chief Executive Officer or designee. The decision of the Chief Executive Officer shall be a prerequisite to appeal thereof to the Superior Court of Pierce County, state of Washington. If, after consideration of the Contractor's response and any hearing, the Chief Executive Officer determines that the covenants have been breached, the Chief Executive Officer shall have the discretion to exercise those remedies provided by any applicable federal or state laws or regulations or by this Contract in the event of said breach and/or prohibited conflicts of interest.

## 2.17 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS OPPORTUNITIES

- A. It is a national policy to place a fair share of purchases with small, minority, and woman-owned business firms. The federal agency and Port are strongly committed to the objectives of this policy and encourage all recipients of its grants to take affirmative steps to ensure such fairness. In particular, Recipients should:
  - 1. Place small, minority, and woman-owned business firms on bidder's mailing lists;
  - 2. Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services;
  - 3. Were feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms;
  - 4. Use the assistance of the Small Business Administration and the Office of Small and Disadvantaged Business Utilization and similar state and local offices, where they exist.
- B. The apparent low bidder shall submit the Small Business and Disadvantaged Business Enterprise Outreach Documentation found in Section 00 73 00 Attachment F prior to contract award. Such documentation will be evaluated by the Port in determining the apparent low bidder's qualifications and good faith efforts.

## 2.18 ENERGY CONSERVATION

- A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. This requirement applies to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

## 2.19 DAVIS-BACON ACT

- A. This Contract is subject to both the Washington State prevailing wage requirements and the federal Department of Labor (DOL) prevailing wage requirements. No claim for additional compensation will be allowed that is based upon lack of knowledge or error in interpretation of these requirements by the Contractor. A copy of the most current federal prevailing wages is included in section 00 73 45 of the Contract Documents. The higher of the two wage rates will prevail.
- B. Minimum wages
  - 1. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
  - 2. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such

laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

3. The Port shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Port shall forward request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - a. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - b. The classification is utilized in the area by the construction industry; and
  - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - d. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
4. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Port agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Port to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Port or will notify the Port within the 30-day period that additional time is necessary.
5. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Port do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Port shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Port or will notify the Port within the 30-day period that additional time is necessary.
6. The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
7. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
8. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program,

Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Withholding

1. The Port shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Port may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

D. Payrolls and Basic Records

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
2. The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Port for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
3. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by

the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- a. That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;
  - b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
4. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this section.
  5. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
  6. The Contractor or subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the federal agency may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Apprentices and Trainees

1. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
3. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

F. Compliance with Copeland Act Requirements

1. The Contractor shall comply with 29 CFR part 3, which requires statements of wages paid and prohibits kickbacks, incorporated by reference in this contract.

G. Subcontracts

1. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and this subparagraph, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

H. Contract Termination

1. Debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

I. Compliance with Davis-Bacon and Related Act Requirements

1. All rulings and interpretations of the Davis-Bacon and Related Acts regarding payment of prevailing wage contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

J. Disputes Concerning Labor Standards

1. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the federal agency, the U.S. Department of Labor, or the employees or their representatives.

K. Certification of Eligibility

1. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
2. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**END OF SECTION**

**ATTACHMENTS:**

- |              |  |
|--------------|--|
| Attachment A | Buy America Certification  |
| Attachment B | Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters |
| Attachment C | Lobbying Certificate   |
| Attachment D | Workforce Inventory Report   |
| Attachment E | Small Business and Disadvantaged Business Enterprise (DBE) Outreach Documentation                  |



## **ATTACHMENT A - BUY AMERICA CERTIFICATE**

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

### **Certificate of Compliance**

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

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

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

### **Certificate of Non-Compliance**

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

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

Signature: \_\_\_\_\_

Company Name \_\_\_\_\_

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

### **Certificate is Binding – May Prohibit Subsequent Waiver**

“Whether or not a Contractor or offeror certifies that it will comply with the applicable requirement, such Contractor or offeror is bound by its original certification and is not permitted to change its certification after bid opening. A Contractor or offeror that certifies that it will comply with the applicable Buy America requirements is not eligible for waiver of those requirements.” (Buy America Regulations, 49 CFR 661.13c).

**ATTACHMENT B - CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
- Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- Are ☐ are not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- Are ☐ not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph in the above paragraph.
- (ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by a Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager, head of subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Port if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Port may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Port may terminate the contract resulting from this solicitation for default.

I certify under penalty of perjury that the above statements are true.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

## **ATTACHMENT C - LOBBYING CERTIFICATE**

The undersigned (Contractor) certifies to the best of its knowledge or belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions, [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. Section 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to amend a required certification or disclosure form shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor certifies or affirms that truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bidder: \_\_\_\_\_

(Type or Print Company Name)

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

(Signature)

(Title)

Print Name: \_\_\_\_\_

NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000, AND TO OBTAIN THIS CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

## ATTACHMENT D – WORKFORCE INVENTORY REPORT

Legal name of business: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
dba (if applicable): \_\_\_\_\_  
Street address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
IRS Employer Identification Number: \_\_\_\_\_  
Do you have any employees?      No ☐      Yes ☐

If yes, list on the chart below the total number of employees for all businesses located in Pierce County. If none, list the total number of employees for all businesses located in Washington State. If none, list the total number of employees for all businesses in the United States.

This report covers business location(s) in (check one): ☐ Pierce County ☐ Washington State ☐ U.S.  
States for the Payroll Period ending (Month/Day/Year): \_\_\_\_\_

Do any of your employees belong to a union and/or do you use an employee referral agency?  
☐ No ☐ Yes

If **yes**, list the unions and/or employee referral agencies with whom you have agreements: \_\_\_\_\_  
\_\_\_\_\_

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft*																
Subtotal																

\*Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total Number of Employees Reported \_\_\_\_\_ (If no employees, enter "0")

**ATTACHMENT E - SMALL BUSINESS AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) OUTREACH DOCUMENTATION**

The apparent low Bidder shall submit this form prior to award as documentation of its outreach efforts. The Port of Tacoma may request the Bidder provide additional information regarding its efforts. Attach additional pages as necessary.

A. Small Business and DBE firms proposed to be utilized for this contract

Firm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Area of Expertise: \_\_\_\_\_

DBE and Small Business Status: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Area of Expertise: \_\_\_\_\_

DBE and Small Business Status: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Area of Expertise: \_\_\_\_\_

DBE and Small Business Status: \_\_\_\_\_

Attachment E - SMALL BUSINESS AND DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
OUTREACH DOCUMENTATION

B. Other Small Business and DBE firms solicited during the bidding phase

Firm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Area of Expertise: \_\_\_\_\_

DBE and Small Business Status: \_\_\_\_\_

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

Response: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Area of Expertise: \_\_\_\_\_

DBE and Small Business Status: \_\_\_\_\_

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

Response: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Area of Expertise: \_\_\_\_\_

DBE and Small Business Status: \_\_\_\_\_

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

Response: \_\_\_\_\_

Attachment E - SMALL BUSINESS AND DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
OUTREACH DOCUMENTATION

C. No Subcontracting is anticipated for this Project.

By submitting this form the Bidder certifies that it has contacted the identified firms in an effort to solicit DBE firms and/or small business firms for this Contract.

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

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_



## 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) will be included as additional insured for both ongoing and completed operations by endorsement to the policy using ISO Form CG 20 10 11 85 or forms CG 20 10 04 13 and CG 20 37 04 13 (or equivalent coverage endorsements). The inclusion of the Port as additional insured shall not create premium liability for the Port.

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

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

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

2. Comprehensive Automobile Liability including, but not limited to:
  - a. Bodily Injury Liability;
  - b. Property Damage Liability;
  - c. Personal Injury Liability;
  - d. Owned and Non-Owned Automobile Liability; and
  - e. Hired and Borrowed Automobile Liability.
3. Contractor's Pollution Liability (CPL) covering claims for bodily injury, property damage and cleanup costs, and environmental damages from pollution conditions arising from the performance of covered operations.
  - a. If the Work involves remediation or abatement of regulated waste to include, but not limited to asbestos containing materials, lead containing products, mercury, PCB, underground storage tanks, or other hazardous materials or substances, the CPL policy shall not exclude such coverage, or a specific policy covering such exposure shall be required from the Contractor and all Subcontractors performing such Work.
  - b. If the Work involves transporting regulated materials or substances or waste, a separate policy or endorsement to the CPL policy specifically providing coverage for liability and cleanup arising from an upset or collision during transportation of hazardous materials or substances shall be required from the Contractor and all Subcontractors performing such Work.
  - c. It is preferred that CPL insurance shall be on a true occurrence form without a sunset clause. However, if CPL insurance is provided on a Claims Made basis, the policy shall have a retroactive date prior to the start of this project, and this insurance shall be kept in force for at least three years after the final completion of this project. Alternatively, the contractor, at its option, may provide evidence of extended reporting period of not less than three (3) years in its place. The Contractor shall be responsible for providing the Port with certificates of insurance each year evidencing this coverage.
  - d. The Port shall be named as an additional insured on the CPL policy.
4. 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 and \$2,000,000 in the aggregate. However, coverage in the amounts of these minimum limits shall not be construed as to relieve the Contractor from liability in excess of such limits. The Additional Insured endorsement shall NOT be limited to the amounts specified by this contract unless expressly waived in writing by the Port of Tacoma.
- F. Except where indicated above, the limits of all insurance required to be provided by the Contractor shall be not less than \$2,000,000 for each occurrence. 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.
- G. Contractor shall certify that its operations are covered by the Washington State Worker's Compensation Fund. The Contractor shall provide its Account Number or, if self-insured, its Certificate of Qualification Number. The Contractor shall also provide evidence of Stop-Gap Employers' Liability Insurance.

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.

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

#### 1.04 BUILDER'S RISK INSURANCE

- A. Until Final Completion of the Work, the construction Work is at the risk of the Contractor and no partial payment shall constitute acceptance of the Work or relieve the Contractor of responsibility of completing the Work under the Contract.
- B. To the extent the Work provided under this Contract does not include the construction, rehabilitation or repair of any dam, road or bridge, and whenever the estimated cost of the Work is less than \$25,000,000, the Port and Contractor acknowledge that the Port will purchase, or has purchased, from a company or companies lawfully authorized and admitted to do business in Washington, property insurance written on a Builder's Risk "all-risk" (including Earthquake and Flood with applicable sub-limits) or equivalent policy form to cover the course of construction in the amount of the full insurable value thereof. This property insurance shall

be maintained, unless otherwise provided in the Contract Documents or otherwise agreed 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**

**FEDERAL WAGE DETERMINATION RATES**  
**HEAVY AND HIGHWAY AND DREDGING CONSTRUCTION PROJECTS**

**Attached**

"General Decision Number: WA20190013 11/22/2019

Superseded General Decision Number: WA20180038

State: Washington

Construction Type: Building

County: Pierce County in Washington.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	01/11/2019

2	02/15/2019
3	04/12/2019
4	06/14/2019
5	06/28/2019
6	07/26/2019
7	08/09/2019
8	08/16/2019
9	08/30/2019
10	11/22/2019

ASBE0007-002 06/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 26.62	16.59

BRWA0001-011 06/01/2017

	Rates	Fringes
Bricklayers, Caulkers.....	\$ 39.46	16.15

CARP0030-008 06/01/2018

	Rates	Fringes
CARPENTER (Acoustical Installation).....	\$ 43.92	16.12
CARPENTER (Including Formwork, Drywall Hanging, Cabinet Installation; Insulator-Batt and Metal Stud Installation).....	\$ 43.92	16.12
MILLWRIGHT.....	\$ 45.42	16.12
PILEDRIVERMAN.....	\$ 44.17	16.12

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL  
CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIERS)

Hourly Zone Pay shall be paid on jobs located outside of the  
free zone computed from the city center of the following  
listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee

Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

## Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT  
AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall,  
Tacoma City center, and Everett City center

## Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$ .70/hour
Over 45 radius miles	\$1.50/hour

-----  
ELEC0076-005 08/31/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 43.69	23.10

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ELEC0076-006 08/31/2018

	Rates	Fringes
ELECTRICIAN (Alarm Installation Only).....	\$ 43.69	23.10
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 43.69	23.10

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ELEV0019-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.09	33.705

a. Paid Holidays- New Year's Day, Memorial day, Independence  
Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday  
after Thanksgiving, Christmas Day



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 ENGI0612-015 09/28/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 44.44	19.97
GROUP 1AA.....	\$ 45.09	19.97
GROUP 1AAA.....	\$ 45.73	19.97
GROUP 1.....	\$ 43.79	19.97
GROUP 2.....	\$ 43.23	19.97
GROUP 3.....	\$ 42.74	19.97
GROUP 4.....	\$ 40.01	19.97

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom  
 (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom  
 (including jib with attachments); Excavator/Trackhoe: Over  
 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom  
 (including jib with attachments); Excavator/Trackhoe: over  
 50 metric tons to 90 metric tons

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom  
 (including jib with attachments); Excavator/Trackhoe: over  
 30 metric tons to 50 metric tons; Screedman; Scrapers: 45  
 yards and over; Grader/Blade

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments;  
 Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons;  
 Horizontal/directional drill operator; Compactor; Scraper:  
 under 45 tons

GROUP 3 - Cranes-thru 19 tons with attachments; Motor patrol  
 grader-nonfinishing; Roller-Plant Mix; Excavator/Trackhoe:  
 under 15 metric tons; Forklift: 3000 lbs and over with  
 attachments; Service Oiler; Concrete Pump; Outside Hoist  
 (Elevators and Manlifts); Pump Grout

GROUP 4 - Roller-other than plant mix; Forklift: under 3000  
lbs with attachments; Bobcat/Skid Loader

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all  
craft classifications subject to working inside a federally  
designated hazardous perimeter shall be eligible for  
compensation in accordance with the following group  
schedule relative to the level of hazardous waste as  
outlined in the specific hazardous waste project site  
safety plan.

H-1 Base wage rate when on a hazardous waste site when not  
outfitted with protective clothing, Class "D" Suit - Base  
wage rate plus \$ .50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

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IRON0086-010 07/01/2018

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 40.81	28.22

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LAB00252-005 06/01/2019

ZONE 1:

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 31.03	11.94
GROUP 3.....	\$ 38.78	11.94
GROUP 4.....	\$ 39.72	11.94
GROUP 5.....	\$ 40.36	11.94

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,  
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.  
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

#### LABORERS CLASSIFICATIONS

##### GROUP 2: Flagman

GROUP 3: General Laborer; Chipping Gun (under 30 lbs.); Form Stripping; Roof Tearoff

GROUP 4: Chipping Gun (over 30 lbs.); Concrete Saw Operator; Gunite; Pipe Layer; Vibrating Plate

GROUP 5: Mason Tender-Brick; Mason Tender-Cement/Concrete; Grade Checker

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PAIN0005-029 07/01/2019

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 43.03	19.36

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PAIN0005-030 07/01/2019

	Rates	Fringes
Painters:		
Parking Lot and Highway		
Striping Only.....	\$ 31.61	16.07

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PAIN0005-031 07/01/2019

	Rates	Fringes
PAINTER (Including Brush, Roller, Spray and Prep Work).....	\$ 31.15	11.98

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PAIN0005-034 01/01/2011

	Rates	Fringes
Soft Floor Layers (Including Vinyl and Carpet).....	\$ 29.04	12.52

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 PAIN0188-005 07/01/2019

	Rates	Fringes
GLAZIER.....	\$ 47.34	18.96

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PLAS0528-002 06/01/2019

	Rates	Fringes
PLASTERER.....	\$ 41.33	17.59

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PLAS0528-004 06/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.43	18.04

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PLUM0026-007 01/01/2019

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 46.72	24.90
REFRIGERATION MECHANIC.....	\$ 44.29	24.37

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PLUM0026-008 01/01/2019

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 46.72	24.90
PIPEFITTER.....	\$ 46.72	24.90

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ROOF0153-004 02/01/2018

	Rates	Fringes
ROOFER (Includes Roof Tear Off, Waterproofing, and Installation of Metal Roofs).....	\$ 35.80	14.82

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SFWA0699-006 01/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire		

Sprinklers).....\$ 50.12                      27.72

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\* SHEE0066-023 06/01/2019

Rates                      Fringes

Sheet Metal Worker (Including  
HVAC Duct Work and  
Installation of HVAC Systems)....\$ 56.09                      28.02

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\* TEAM0174-005 06/01/2019

Rates                      Fringes

Truck drivers:

ZONE A:

GROUP 2:.....\$ 39.54                      20.46

ZONE B (25-45 miles from center of listed cities\*): Add \$.70  
per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities\*): Add  
\$1.00 per hour to Zone A rates.

\*Zone pay will be calculated from the city center of the  
following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

#### TRUCK DRIVERS CLASSIFICATIONS

GROUP 2 - Semi-Trailer Truck

#### HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is  
required, shall be compensated as a premium, in addition to  
the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying  
respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as  
Level A. Supplied air line is provided in conjunction with  
a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-  
encapsulated suit with a self-contained breathing apparatus  
or a supplied air line.

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 SUWA2009-026 05/22/2009

	Rates	Fringes
LABORER: Handheld Drill.....	\$ 17.17	5.36
LABORER: Irrigation.....	\$ 11.58	0.00
LABORER: Landscape.....	\$ 9.90	0.00
LABORER: Overhead Door Installation.....	\$ 22.31	3.44
OPERATOR: Backhoe.....	\$ 26.34	8.38
OPERATOR: Bulldozer.....	\$ 26.63	8.38
OPERATOR: Loader.....	\$ 30.40	8.38
OPERATOR: Mechanic.....	\$ 24.33	4.33
TILE SETTER.....	\$ 18.72	3.35
TRUCK DRIVER: Dump Truck.....	\$ 27.04	0.00

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WELDERS - Receive rate prescribed for craft performing  
 operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted



because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

## 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, furnish and install all labor, materials and equipment required to complete the work, installed, tested, and ready for use, and as described in these documents.
  2. The Port has been awarded a Department of Homeland Security Grant for the work. Provisions and requirements associated with the grant are included within the Supplemental Conditions attached to the specifications.
  3. The Fiber to Lot F project consists of the installation of installation of two (2) 48 strand fiber optic cables from the Husky Administration Building to a new communications hut located on Lot F. The path of the cable installation is shown in the drawing package associated with these specifications. Existing conduit and vaults, new installed conduit and vaults and aerial installation on Tacoma Power poles will be utilized to run the cables between the two locations. All fiber optic lines will be fully terminated and tested. (Phase 1)
  4. At lot F, this Contract will install Port provided bulkheads, switches and other equipment within a hut constructed by Port Maintenance. This Contract will also install some conduit and vaults on Lot F and will utilize conduits and vaults being installed by the Tenant as part of their work. This Contract will provide and install fiber optic lines and power as required to four locations on Lot F from the Hut. At poles 2 and 5 this Contract will install camers, access points and LS Antennas with related communication boxes and electrical panels. At poles 9 and 12 this contract will install cameras, access points and point to point antennas with related communication boxes and electrical panels. All communication components are being procured by the Port and will be turned over to the Contractor after Notice to Proceed. This Contract will procure the communication panels and install components provided by the Port. See the drawings for more information in this regard. (Phase 2)

### **1.02 LOCATION**

- A. The project begins at the Husky Administration Building located at 1101 Port of Tacoma Road and concludes at 1800 Port of Tacoma Road at Port Parcel 30 (Lot F). Much of the project is located in the Right of Way of Port of Tacoma Road between the addresses noted above.

### **1.03 PORT PROVIDED MATERIALS**

- A. Port of Tacoma will furnish the Contractor with the following material:
1. Lot F communications Hut.
  2. Four (4) Cameras with related mounting hardware
  3. Four (4) Access Points with related mounting hardware
  4. One (1) Point to Point Antenna with related mounting hardware
  5. Two (2) LS Antennas with related mounting hardware
  6. Two (2) Floor Mounted Racks

7. One (1) Ceiling Mounted cable ladder
8. Two (2) Switches
9. Five (5) Fiber Optic Bulkheads (96 strand capacity)
10. Four (4) Fiber Optic Bulkheads (48 strand capacity)
11. Power over Ethernet, Media Converters, SFP Modules and other misc. equipment required for construction of the communication boxes.

B. Reference Section 01 64 00 - Owner Provided Materials for coordination.

**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. Phase 1 shall include all work from the Husky Administration Building to Lot F. It shall include the installation of new conduits, handholds, panels and other items as identified on the drawings in the location noted including extending conduit and cabling into Hut 1.1. It shall including the installation of two (2) 48 strand fiber optic cables from the Husky Administration building to Lot F. One cable will be denoted for Husky use and will have all strands terminated at the Husky Admin. Bldg and at Lot F. The second cable will be denoted for Port use and will have all strands terminated at the Husky Admin. Bldg., Hut 1.1 and at Lot F. All cable and connections will be fully tested in accordance with these documents. This work shall be completed within the first 45 days of the Contract.
  - 2. Phase 2 shall include all work shown on Lot F including the installation of the Port provided cameras, access points and antennas and all related components along with the installation of conduits, vaults and conductors and cables as shown within these documents. This work shall be completed within the Contract period noted. Some components of these work are reliant on work being completed by others on Lot F. Coordination of this Contract and work being completed by Port Maintenance and the Tenants contractors will be accomplished through the Engineer.
- D. The Port has submitted for a Work Order Permit from the City of Tacoma. This permit will govern all work that is to be accomplished within the City of Tacoma Right of Way for Port of Tacoma Road. The Contractor shall pay all costs associated with acquiring this permit from the City. The Contractor shall prepare the necessary traffic control plan associated with this permit.
- E. The Port has submitted for a Pole Attachment Access Agreement with Tacoma Power and Centurylink associated with the aerial installation along and over Port of Tacoma Road. The Contractor shall follow all Tacoma Power requirements when attaching to their poles and shall coordinate the crossing of Port of Tacoma Road with the Engineer and other authorities having jurisdiction of the road. The Port will pay all associated fees associated with the attachment of cables to these poles directly to Tacoma Power.
- F. The Contractor shall submit for, acquire and pay for all necessary Electrical Permits associated with the Work.

### **1.02 CONTRACTOR ACCESS AND USE OF PREMISES**

- A. Activity Regulations
  - 1. Ensure Contractor personnel deployed to the project become familiar with and follow all regulations or restrictions established by the Engineer.
- B. Occupied Building



1. The Contractor will be working in existing buildings which are occupied during normal business hours.
  - a. Access to the Husky Administration Building must be coordinated through the engineer. 48 hours advanced notice is required.
  - b. Access to Hut 1.1 must be coordinated through the engineer. 48 hours advanced notice is required. This hut is located within a Tacoma Power secured area. All work must be accomplished in a manner consistent with Tacoma Power requirements.
  - c. Access to Hut F must be coordinated through the engineer. 48 hours advanced notice is required. After initial access this building will be made available to the Contractor as required to complete the work.
  - d. Prior to beginning work within the Right of Way the Contractor shall give the Port seven (7) days advanced notice such that property owners can be made aware of the work and can coordinate necessary closures. The Contractor shall make all efforts to minimize impacts to adjacent property owners.
2. Protect materials and equipment in and in areas adjoining the immediate work area. Any damage due to the work of the Contractor will be repaired and replaced at the Contractor's expense.

C. Working Facility

1. The Facilities will remain in operation for the duration of construction. The Contractor shall conduct all items of the Work in such a manner as to prevent interference with the normal operations of the Facility. Some work may need to be scheduled during evenings or weekends when gate operations are not happening.
  - a. Installation of conduits and vaults at Terminal 4 and across the access drive to the Husky Administration Building must occur at night or weekends. Any open trenches must be covered with steel plates in order to not affect daily operations of these areas.
  - b. Installation of conduits and vaults on Lot F must be occur at night or weekends. Any open trenches must be covered with steel plates in order to not affect daily operations of these areas.

D. Work Site Regulations

1. Keep within the limits of work and assigned avenues of ingress and egress. Do not enter any areas outside the designated work location unless previously approved by the Engineer. The Contractor must comply with the following conditions:
  - a. Restore all common areas to a clean and useable condition that permits the resumption of Tenant operations after the Contractor ceases daily work. Installation of temporary asphalt patching or steel plates may be required in order to maintain terminal operations.
  - 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. Laydown areas will be established with the Engineer based on Contractor's need for the various components of work.

1.03 CONSTRAINTS - GENERAL

A. Constraints for Work at Site

1. Electrical Work Constraints:

- a. At Lot F the Tenant Contractor will be installing conduits and cabling for this Contract's use. Timing associated with the installation of these items will be coordinated upon issuance of the Contract.

**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 REJECTED, EXCESS, OR WASTED MATERIALS

- A. Quantities of material wasted or disposed of in a manner not called for under the Contract; rejected loads of material, including material rejected after it has been placed by reasons of the failure of the Contractor to conform to the provisions of the Contract; material not unloaded from the transporting vehicle; material placed outside the lines indicated on the Contract Drawings or established by the Engineer; or material remaining on hand after completion of the Work, will not be paid for, and such quantities shall not be included in the final total quantities. No additional compensation will be permitted for loading, hauling, and disposing of rejected material.

#### 1.06 MEASUREMENT AND PAYMENT

- A. Item #1: Mobilization and Demobilization
  - 1. Payment for MOBILIZATION AND DEMOBILIZATION shall be for preparatory work and operations performed by the Contractor including, but not limited to, those necessary for the movement of its personnel, equipment, supplies and incidentals to and from the project site; temporary facilities and controls; for the establishment of its 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, 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 Phase 1 of the contract has been completed.
  - c. 20% after completion of all work on the project has been completed, including cleanup and acceptance of the project by the Port.
- B. Item #2: Project Administration
  1. Item Description: The Work of this item includes all administrative costs associated with administering and supervising the project including, but not limited to supervision of personnel, coordination of all work activities, coordination of subcontractors and/or suppliers, preparation and transmittal of submittals, permit acquisitions, for premiums on bonds and insurance for the project, and project overhead.
  2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
  3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.
- C. Item #3: Phase 1 Fiber Installation - Husky Admin. to Lot F
  1. Item Description: The Work of this item includes all project related costs for labor material, equipment and other costs to complete the work as defined on the Contract Drawings and within these specifications for the conduit and vaults, aerial installation and cabling from the Husky Administration Building to Hut 1.1 and to Hut F including all termination and testing at these locations.
  2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
  3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.
- D. Item #4: Phase 2 Lot F work.
  1. Item Description: The Work of this item includes all conduit and vault installation, cabling and conductor install and installation of all components on Lot F including the mounting of Port supplied equipment to poles 2, 5, 9 and 12.
  2. Measurement: This item will be measured based on a percentage of complete for the overall lump sum amount.
  3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

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

- 1. List of Labor Rates

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

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

- 2. List of Equipment.

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

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

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

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

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

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

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

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

## 1.05 PROPOSAL REQUESTS

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

## 1.06 PROCEEDING WITH CHANGED WORK

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

## 1.07 CHANGE ORDER PROCEDURES

- A. Issuance of Change Order

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**



## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 PREPARATION**

- A. To facilitate monthly pay requests, develop the Schedule of Values based on the Contractor's submitted Bid 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. Demonstration that the project record drawings are up-to-date
  - l. Other business relating to the work
- C. Cost Meeting
- 1. A separate cost meeting may be set up by the Engineer to discuss RFI's (or any other issues) that may cause scope, schedule or monetary changes to the contracts in more detail than necessary at the progress meeting. The Engineer will arrange, host and provide an agenda for cost meetings. Attendees would include the Engineer, Contractor's job superintendent and others as invited.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 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 5 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 5 days.
- C. Submit updated progress schedule monthly to the Engineer with each pay application as required in Section 01 20 00 Price and Payment Procedures.

### **1.03 QUALITY ASSURANCE**

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

### **1.04 SCHEDULE FORMAT**

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

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

## **PART 3 EXECUTION**

### **3.01 BASELINE SCHEDULE**

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

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

### 3.02 PROGRESS SCHEDULE

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

### 3.03 UPDATING SCHEDULE

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



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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTAL LOG**

- A. Contractor shall, within 7 days of contract execution prepare and submit for Engineer approval a detailed log of all the submittals required under this Contract, along with any other submittals identified by the Port or Contractor. The log shall include, but not be limited to, schedules, required construction Work plans, equipment and material cut sheets, shop drawings, project record documents, test results, survey records, record drawings, results of QC testing, and all other items for which a submittal is required. The submittal log shall be organized by CSI Specification Division, and Section number and include the following information:
1. Item Description
  2. Category
  3. Specification Section information of the applicable section
  4. After the submittal log is reviewed and approved by the Engineer, it shall become the basis for the submittal of all items by Contractor.

### **1.03 COMPLIANCE**

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

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

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

### **1.05 SUBMITTAL REVIEW**

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

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

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

## **PART 3 - EXECUTION**

### **3.01 PREPARATION OF SUBMITTALS**

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

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

### 3.02 PRE-WORK SUBMITTALS

- A. Prior to issuance of Notice to Proceed, the following submittals must be submitted and returned to the Contractor as No Exceptions Taken, Make Corrections Noted, Reviewed, or Reviewed as Noted.
  - 1. Per 00 72 00, 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. The Contractor shall monitor site conditions for indications of identified and other potentially hazardous, dangerous, and/or regulated materials (suspicious material). Indicators of suspicious material include, but are not limited to, refuse, oily sheen or coloring on soil or water, or oily or chemical odors. If suspicious materials are encountered, the Contractor shall stop all work in that area and notify the Engineer immediately.

### **1.02 SUBMITTALS**

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

11. Emergency plan including locations of and route to nearest hospital;
  12. Name and qualification of person preparing the HASP and person designated to implement and enforce the HASP;
  13. Excavation, stockpiling, and truck loading procedures;
  14. Lighting and sanitation; and
  15. 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. Also, workers may contact potentially regulated sediments, or water, in the normal course of their work. Precautions to prevent skin or eye contact with hazardous materials will be included in the HASP.
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, shall be addressed in the HASP.
- B. Specific aspects of construction resulting in physical hazards anticipated for this project include, but are not limited to the following:

1. Major hazards associated with earthwork impacts from moving construction vehicles and trucks, noise, thermal stress, contact with unguarded machines, excavation hazards (i.e., cave-in, utility, etc.), strains from heavy lifting, and reduced visibility and communications difficulties in work area; and
  2. Operation of equipment, including excavators, loaders, and related equipment, presenting hazards of entrapment, ensnarement, and being struck by moving parts.
- C. Other anticipated physical hazards:
1. Heat stress, such as that potentially caused by impermeable clothing (may reduce the cooling ability of the body due to evaporation reduction);
  2. Cold stress, such as that potentially caused during times when temperatures are low, winds are high, especially when precipitation occurs during these conditions;
  3. Biological hazards, such as mold, insect stings, or bites, poisonous plants (i.e., poison oak, sumac, etc.); and
  4. Trips and falls.

## **PART 2 - PRODUCTS**

### **2.01 SAFETY SIGNAGE**

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

### **2.02 PRODUCTS SPECIFIED FOR HEALTH AND SAFETY**

- A. Provide the equipment and supplies necessary to support the work as described in the site-specific HASP. Equipment and supplies may include, but are not limited to:
1. All chemicals to be used on site;
  2. A hazardous materials inventory and SDSs for the chemicals brought on site;
  3. Fencing and barriers;
  4. Warning signs and labels;
  5. Trenching equipment;
  6. Fire extinguishers;
  7. Equipment to support lockout/tagout procedures;
  8. Scaffolding and fall protection equipment;
  9. Personal protective equipment (hard hats, foot gear, skin, eye, and respiratory protection);
  10. Area and personnel exposure monitoring equipment;
  11. Demolition equipment and supplies;
  12. Decontamination equipment and supplies;
  13. First aid equipment;
  14. Spill response and spill prevention equipment; and
  15. 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, 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. 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.
- E. 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.
- F. 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.
- G. 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 trench, underground vault, or any other excavation, 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 of the excavation 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 an excavation or 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 excavation or space areas and other work areas for safe working conditions, and ensure that appropriate safety equipment is available.

### 3.04 SPILL PREVENTION AND CONTROL

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

surfaces shall be lined with impervious material to prevent chemicals or oil from seeping through the ground and dikes.

3. All visible floating sheen shall be immediately contained with booms, dikes or other appropriate means and removed from the water prior to discharge into state waters. All visible spills on land shall be immediately contained using dikes, straw bales or other appropriate means and removed using sand, sawdust or other absorbent material, which shall be properly disposed of by the Contractor. Waste materials shall be temporarily stored in drums or other leak-proof containers after cleanup and during transport to disposal. Waste materials shall be disposed offsite in accordance with applicable local, state and federal regulations.
  4. In the event of any oil or product discharges into public waters, or onto land with a potential for entry into public waters, the Contractor shall immediately notify the Port Security at their listed 24-hour response number:
    - a. Port Security: 253-383-9472
- E. The Contractor shall maintain the following materials (as a minimum) at each of the project sites:
1. Oil-absorbent booms: 100 feet;
  2. Oil-absorbent pads or bulk material, adequate for coverage of 200 square feet of surface area;
  3. Oil-skimming system; and
  4. Oil dry-all, gloves and plastic bags.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 NOTIFICATION AND SUSPENSION**

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

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

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 DEFINITIONS**

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

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

#### 1.03 HEALTH AND SAFETY

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

#### 1.04 SUBMITTALS

- A. Prior to excavation of any subsurface materials, the Contractor shall submit a Soils Management Plan to the Engineer. The Soils Management Plan must be approved by the Engineer prior to any excavation of subsurface materials. The Soils Management Plan must include the following:
  - 1. Identification of all soil disposal facilities anticipated to be used for soils that are determined to be Type A or Type B Regulated Soil.
  - 2. Identification of all fill sites, disposal/recycling facilities and/or end uses anticipated to be used for soil determined to be Type D Soil in accordance with paragraph 3.02 of this section.
  - 3. Contingency for delivery and placement of Type C Regulated Soil at an on-site soil stockpile area.
  - 4. Contingency for managing soil/debris encountered during excavation that may disqualify soil for disposal or recycle at the anticipated facilities.
  - 5. General description of how equipment operators, safety staff and other applicable on-site personnel will identify and respond to soil containing potentially regulated material.

6. Contractor shall coordinate with the Engineer to facilitate handling of regulated soil in accordance with this specification.
  7. Description of all haul routes to be used on the project.
- B. A completed soil profile prior to export to an off-site receiving facility.

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

## **PART 3 - EXECUTION**

### **3.01 EXCAVATION/TESTING**

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

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

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

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

### 3.03 OTHER REQUIREMENTS

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

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

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

## **PART 3 – EXECUTION**

### **3.01 AIR POLLUTION CONTROL**

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

### **3.02 NOISE CONTROL**

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

**END OF SECTION**



## **PART 1 – GENERAL**

### **1.01 SUMMARY**

- A. The Work shall consist of the procedures to be followed in the event that cultural and/or historical resources are inadvertently discovered during the projects activities.
- B. The project is located in an area previously reviewed for cultural and historical resources; however it is possible that additional, previously unidentified archaeological resources and/or skeletal remains could be inadvertently discovered during project activities. In the event that prehistoric, historic-era archaeological materials or skeletal remains are discovered, the appropriate protection measures and protocols described in this section must be followed.

### **1.02 REFERENCES**

- A. The rules, requirements, and regulations that apply to this Work include, but are not necessarily limited to the following:
  - 1. Port of Tacoma "Archaeological Monitoring and Inadvertent Discovery Plan"

## **PART 2 – PRODUCTS – NOT USED.**

## **PART 3 – EXECUTION**

### **3.01 PROTOCOLS FOR DISCOVERY OF ARCHAEOLOGICAL RESOURCES**

- A. In the event that archaeological resources are encountered within the project, the following actions will be taken:
  - 1. All ground disturbing and construction activity at the specific location will stop and the area will be protected via temporary fencing or other appropriate measures.
  - 2. The Contractor's work supervisor will be notified immediately.
  - 3. Contact the Engineer immediately.
  - 4. A work stoppage zone, as determined by the PORT, will be established.
  - 5. The PORT's will contact the appropriate agencies where the discovery is located as well as the Washington State Department of Archaeology and Historic Preservation (DAHP) the Puyallup Tribe (TRIBE) and the U.S. Army Corps of Engineers (Corp).
  - 6. The Work Stoppage Zone will remain protected until further decisions can be made regarding the area.
  - 7. The Contractor will be allowed to continue ground disturbing and other construction activities outside of the established work stoppage zone.

### **3.02 PROTOCOLS FOR DISCOVERY OF HUMAN REMAINS**

- A. In the event of that human remains are encountered within the project, the following actions, consistent with RCWs 68.50.645, 27.44.055 and 68.60.055 will be taken:
  - 1. All ground disturbing and construction activity at the specific location will stop and the area will be protected via temporary fencing or other appropriate measures. The remains will not be touched, moved or further disturbed.
  - 2. The Contractor's work supervisor will be notified immediately.
  - 3. Contact the Engineer immediately.
  - 4. The Port will notify the county medical examiner / coroner and local law enforcement.

5. A Work Stoppage Zone will be determined and remain protected until further decisions can be made regarding the area.
6. The Contractor will be allowed to continue ground disturbing and other construction activities outside of the established work stoppage zone.

### 3.03 PROTOCOLS FOR CONFIDENTIALITY

- A. In the event of that human remains or cultural resources are discovered within the project area, the Port and the Contractor shall keep and maintain all information regarding any discovery confidential.
  1. At no time shall the Contractor contact the media, any third party or otherwise share information regarding the discovery with any member of the public.
  2. If the Contractor is contacted by the media or the public regarding any discovery, they shall refrain from comment, and contact the Port's Environmental Project Manager immediately.

**END OF SECTION**

## **PART 1 - GENERAL**

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

- A. The following permits/approvals have been applied for (or are on file) and incorporated into the Contract, See section 01 14 00 for additional information:
  - 1. Tacoma Power pole attachment
  - 2. City of Tacoma Work Order
- B. Conform with the requirements of listed permits and additional or other applicable permits, codes, and regulations as may govern the Work.
- C. Obtain and pay fees for licenses, permits, inspections, and approvals required by laws ordinances, and rules of appropriate governing or approving agencies necessary for proper completion of Work (other than those listed under item 1.01.A above and Special Inspections called for by the International Building Code).
- D. Conform with current applicable codes, regulations and standards, which is the minimum standard of quality for material and workmanship. Provide labor, materials, and equipment necessary for compliance with code requirements or interpretations, although not specifically detailed in Drawings or specifications. Be familiar with applicable codes and standards prior to bidding.
- E. Process through Engineer, request to extend, modify, revise, or renew any of the permits (listed in 1.01.A above). Furnish requests in writing and include a narrative description and adequate Drawings to clearly describe and depict proposed action. Do not contact regulatory agency with requests for permit extensions, modifications, revisions, or renewals without the prior written consent of the Engineer.

### **1.02 VARIATIONS WITH CODES, REGULATIONS AND STANDARDS**

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

### **1.03 COORDINATION WITH REGULATORY AGENCIES**

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

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

## **PART 3 – EXECUTION - NOT USED**

### **END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 QUALITY ASSURANCE**

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

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

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 QUALITY CONTROL FOR COMPLIANCE:**

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

### **1.02 QUALITY ASSURANCE - CONTROL OF INSTALLATION**

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

### **1.03 TOLERANCES**

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

### **1.04 TESTING SERVICES**

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

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

#### 1.05 MANUFACTURER'S FIELD SERVICES

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

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

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 TEMPORARY UTILITIES**

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes. Contractor is responsible for getting required permits and meters from the City of Tacoma.
- B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

### **1.03 TELECOMMUNICATIONS SERVICES**

- A. Provide, maintain, and pay for telecommunications services necessary for daily operations. It is the Contractor's responsibility to be able to receive phone calls and emails at the job site.

### **1.04 TEMPORARY SANITARY FACILITIES**

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

### **1.05 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for Port's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades steel plates and other protections for work within the Public Right of Way and at driveways.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

### **1.06 FENCING**

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

### **1.07 STEEL PLATES**

- A. Provide steel plating at all open trenches at the end of the work period to allow unobstructed tenant operations during off work hours. Plates shall be of sufficient thickness to support yard operations and heavy industrial vehicles where necessary. All plates must be of sufficient thickness to support truck traffic.
- B. Secure plates in place by pinning or asphalt edge dams to prevent plates from moving.

1.08 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**



## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. This section includes requirements relating to the following:
  - 1. Parking
  - 2. Construction parking controls
  - 3. Traffic Control
  - 4. Flares and lights
  - 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, Flares and Lights: As approved by local jurisdictions.
- C. Flag Person Equipment: As required by local jurisdictions.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

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

### **3.02 ACCESS TO SITE**

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

### **3.03 PARKING**

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

### **3.04 CONSTRUCTION PARKING CONTROL**

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

### **3.05 TRAFFIC CONTROL**

- A. Contractor shall prepare a traffic control plan in accordance with City of Tacoma standards as required in the Work Order.

- B. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- C. 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. 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.
  - 2. Flagging, signs, and all other traffic control devices furnished or provided shall conform to established WSDOT and City of Tacoma standards. No work shall be done on or adjacent to the above locations until all necessary signs and traffic control devices are in place. During the course of the work, the Contractor shall be responsible for providing and maintaining adequate traffic control measures for the protection of the Contractor's work and the public.

### 3.06 FLARES AND LIGHTS

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

### 3.07 HAUL ROUTES

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

### 3.08 MAINTENANCE

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

### 3.09 REMOVAL, REPAIR

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

### 3.10 PUBLIC STREET AND ONSITE ROADWAY CLEANING

- A. The Contractor shall be responsible for preventing dirt and dust escaping from trucks and other vehicles operating on or departing the project site by sweeping, covering dusty loads, washing truck tires, and all other reasonable methods.
- B. When trucks and other equipment are operating on paved public streets and site roadways/paved surfaces, the Contractor will be required to clean said streets, roadways, and other paved surfaces at least daily, and at other times if required by the Engineer.
- C. In the event that the above requirements are violated and no action is taken by the Contractor after notification of infraction by the Engineer, the Port reserves the right to have the streets, roadways, and other paved surfaces in question cleaned by others and 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.]]
  - 3. Washington State Department of Transportation, current version, Standard Specification M41-10, Division 8-01 Erosion Control and Water Pollution Control.
  - 4. Pierce County Stormwater and Site Development Manual, current version (if applicable).

### **1.03 SUBMITTALS**

- A. Prior to the start of any construction activities, a Construction Stormwater Pollution Prevention Plan (SWPPP) must be submitted by the Contractor..
  - 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.
- B. Safety Data Sheet (SDS) for any dust palliative product.
- C. A copy of all Contractor site inspection logs at a time interval (e.g., weekly, monthly) specified by the Engineer.

#### 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. 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.
- B. No project discharge of water shall be allowed that exceeds the regulated pollutant levels in Ecology's MS4.
- C. 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.
- D. 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.
- E. 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. Contractor shall prepare and submit a site-specific SWPPP prior to initiating ground disturbing activities for each task order.
  - 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.
- 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. Contractor shall ensure that debris is not allowed to enter the storm drain system. If debris inadvertently enters the system, the Contractor shall, at their expense, clean the catch basin(s) and adjoining pipes as required to ensure that the debris is removed from the system to the satisfaction of the Engineer.
- C. Contractor shall ensure that water, or a dust palliative and a dispensing subcontractor, if needed, is available for project use. It is the responsibility of the Contractor to develop and adhere to appropriate safety measures pertaining to the palliative use. This also includes ensuring the dispensing subcontractor develops and adheres to the appropriate safety measures, if a dispensing subcontractor is used. Water used for dust suppression shall not be applied at such a rate or in a location that it will generate runoff from the site.
- D. Areas of exposed soils, including embankments, which will not be disturbed for two days during the wet season (October 1 through April 30) or seven days during the dry season (May 1 through September 30), shall immediately be stabilized by the Contractor with an Ecology-approved TESC measure (e.g., seeding, mulching, plastic covering, etc.).
- E. TESC measures in an inactive area shall be inspected and maintained by the Contractor until the area is permanently stabilized.
- F. In the event that additional temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the Work as scheduled or as ordered by the Engineer, such work shall be performed by the Contractor at its own expense.
- G. Contractor shall remove all TESC facilities, install permanent site surfacing improvements and permanent BMPs with minimal disturbance, and shall clean stormwater facilities prior to Work completion.

### END OF SECTION

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

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

## **PART 2 - PRODUCTS**

### **2.01 NEW PRODUCTS**

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

### **2.02 PRODUCT OPTIONS**

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

## **PART 3 - EXECUTION**

### **3.01 TRANSPORTATION AND HANDLING**

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

### 3.02 STORAGE AND PROTECTION

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SCOPE**

- A. The purpose of this section is to provide the framework for transferring Port provided equipment and materials to the Contractor in a safe, timely and effective manner.

### **1.02 SUBMITTALS**

- A. Submit an inspection report or log to the Engineer of the inspection performed on the equipment and materials before acceptance by the Contractor. Flag any equipment or materials identified as being in unsatisfactory condition before moving or relocating it from the Location Area described below. Document unsatisfactory condition of equipment photographically, using digital media.

### **1.03 COORDINATION**

- A. The materials will be available by January 30, 2020.

### **1.04 LOCATION**

- A. The equipment and components listed below will be delivered to the Port of Tacoma Administration Building. When ready for installation the Port will make arrangements with the Contractor to either delivery them to the Lot F site or for the Contractor to pick them up at the Port.1 Sitcum Plaza, Tacoma, WA

## **PART 2 - PRODUCTS**

### **2.01 ITEMS**

- A. Assume all items are in satisfactory condition unless otherwise indicated. Report in writing to the Engineer equipment found to be in unsatisfactory condition.
- B. See Appendix A for list of Port provided Equipment.

## **PART 3 - EXECUTION**

### **3.01 REMOVAL OF EQUIPMENT FROM STORAGE LOCATION**

- A. Protect, transport and install where indicated within the Contract Documents.

### **3.02 PROTECTION**

- A. Equipment
  - 1. Tightly cover and protect equipment against dirt, moisture or impact, mechanical and chemical damage.
  - 2. Repair
    - a. Repair or replace Port provided property damaged by the Contractor.

### **3.03 RELOCATION**

- A. Install in accordance with the Contract Documents.

### **3.04 FIELD QUALITY CONTROL**

- A. Equipment Inspection
  - 1. Examine each piece or component for visual defects.
- B. Tests



1. Test each piece or component to ensure that it is operational in conformance with the Contract Documents.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. This section includes information on warranty, operation and maintenance manuals, and as built documentation.
- B. Prior to requesting final inspection, the Contractor shall assure itself that the project is complete in all aspects.

## **PART 2 - PRODUCTS**

### **2.01 WARRANTY**

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

### **2.02 OPERATION AND MAINTENANCE MANUALS**

- A. The following information (minimum of 3 copies) shall be furnished for all items of equipment on the Project requiring operational and/or maintenance procedures and for any additional items indicated by the Engineer:
  - 1. Control Diagrams: Diagrams shall show internal and connection wiring and as-built wiring diagrams (where applicable).
  - 2. Complete identification, including model and serial numbers.
  - 3. Submittal information, as specified in Section 013300 Submittal Procedures.
  - 4. Warranty Information: This information consists of the name, address, and telephone number of the manufacturer's representative to be contacted for warranty, parts, or service information.
  - 5. All such information shall be organized by the Contractor into 3-post, expandable metal binders. The binders shall be sized for material approximately 8-1/2 by 11 inches, and the material in the binders shall not protrude beyond the covers. The binder(s) shall be divided with coversheets for each major item of equipment. The cover sheets shall be typewritten to indicate the name, type of equipment, and location(s) within the Project where installed. A neatly typewritten index shall be provided. The number of copies of such binders to be submitted shall be equal to the total of the Contractor's requirements plus five (5) paper copies and an electronic copy in PDF format to be retained by the Port.
  - 6. All operation and maintenance information shall be comprehensive and detailed and shall contain information adequately covering all normal operation and maintenance procedures.

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

### **PART 3 - EXECUTION**

#### **3.01 FINAL DOCUMENTS**

##### **A. Project As-Built Drawings**

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

##### **B. Final Survey**

1. See Section 01 71 23 Field Engineering for Final Survey requirements. The Final Survey shall be completed and submitted to the Engineer within 30 days of Substantial Completion. Final Survey must be complete and accepted by the Engineer before Final Completion is issued.

#### **3.02 CLEAN-UP**

- A. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described above.
- B. Site: Unless otherwise specifically directed by the Engineer, Sweep all paved areas on the site, all public sidewalks and catch basins on adjoining streets affected by the work. Completely remove all resultant debris. Remove any remnant soil material from excavations from the pavement.
- C. Structure:

1. Exterior: Visually inspect all exterior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior or the structure.
  2. Interior: Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. Remove all spots, stains, and dirt from finished surfaces. Use only the specified cleaning materials and equipment.
- D. Timing: Schedule final cleaning as approved by the Engineer to enable the Port to occupy a completely clean project.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. This section includes construction waste management requirements.

### **1.02 DESCRIPTION OF WORK**

- A. The work includes demolition and removal within the project areas as shown on the drawings. The work also includes waste generated by construction activities, materials, packaging, scraps, and garbage.
- B. Soils excavated within the projects areas, as shown on the drawings, are anticipated to be free of contamination, however, should the Contractor, using visual and olfactory methods, identify potentially contaminated soil, the Contractor shall notify the Engineer to determine if the soil requires special handling. This material shall be segregated from other excavated material. It shall be stockpiled on plastic and covered with plastic until such time as appropriate testing and analysis can be completed by the Engineer. Upon completion of the testing and analysis the Engineer will direct the Contractor concerning the disposition of the material. Soil beyond construction excavation limits will not require excavation unless free draining product is observed or other special conditions exist in which case the Engineer will direct the Contractor in additional excavation. Soils determined to be contaminated will be hauled and disposed of at a locations designated in the following paragraphs.

### **1.03 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.
- 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.
- N. Olfactory Indications (methods): Of or relating to the sense of smell. Soils contaminated with petroleum and other volatile constituents typically exhibit characteristic odors that can be detected (and sometimes identified) by smell.
- O. PID: Photo Ionization Detector. A field instrument that is used to detect the presence of and give a relative indication of the concentration of vapors emitted from volatile constituents (contamination) in environmental media (soil and water).
- P. Soil (waste) Profile: A characterization of the chemical and physical properties of a waste material including the types of contaminants and their concentrations as measured by approved laboratory analytical methods. A profile is required by the receiving permitted disposal or recycling facility.
- Q. Special Handling: Refers to hauling and disposal of soils that, because they are contaminated, cannot be reused in place as backfill or as general fill at another location. Such soils must be hauled to and managed at a permitted disposal or recycling facility.
- R. Type A Contaminated Soil: Soil that must be removed from the Project site and has been determined by the Engineer to contain petroleum hydrocarbons in concentrations exceeding state or federal cleanup standards or special Port determined criteria. Type A soil requires disposal at an approved facility.
- S. Type B Contaminated Soil: Soil that must be removed from the Project site and has been determined by the Engineer to contain petroleum hydrocarbons or other contaminants in concentrations that will require disposal or recycling at one of the approved facility.
- T. Type C Contaminated Soil: Soil determined by Engineer to contain unknown constituent(s) and requires further testing and classification. Type C soil requires disposal at one of the approved facility.
- U. Type D Material: Material including soil, determined by the Engineer not to require special handling with regard to this Contract. Classification of material as Type D material by the Port is not a certification nor does it release the Contractor of liability or obligation to meet any disposal or storage facility acceptance or testing requirements.
- V. Unanticipated Contamination: Contamination unexpectedly found in an excavation or in other locations where there is no prior knowledge, information, or history to indicate possible spills or releases of contamination.
- W. Visual Indications (methods): A preliminary evaluation of the potential presence of contamination based on visual observation. For example, fuel contaminated soils are frequently discolored or stained relative to non-petroleum impacted native soils or clean fill.

#### 1.04 SUBMITTALS

- A. Soils Management Plan
- B. Soils Hauling Receipts

#### 1.05 SOILS MANAGEMENT PLAN

- A. A minimum of 10 days prior to excavation of any subsurface materials, submit a Soils Management Plan to the Engineer. The Soils Management Plan must be approved by the Engineer prior to any excavation of subsurface materials. Include the following in the Soils Management Plan:
  - 1. Identification of all soil disposal/recycling facilities to be used on the project for Type A and B Contaminated Soil.
  - 2. Identification of all fill sites, disposal facilities and/or end uses of material determined to be Type D Material.
  - 3. Contingency for delivery and placement of Type C Contaminated Soil at an onsite Soil Stockpile area.
  - 4. Contingency for managing debris encountered during excavation that may disqualify soil for disposal or recycle at the approve facilities.
  - 5. General description of how equipment operators, safety personnel and other applicable Contractor shall coordinate with the Engineer to facilitate handling of contaminated soil in accordance with this specification.
  - 6. Description of all haul routes to be used on the project.
- B. Include in the Two Week Look Ahead Schedule specific time frames for excavation. Each excavation activity shall be given an individual line item description, time frame and duration.
- C. Notify the Engineer prior to hauling contaminated soil to the soil disposal facility. The notification shall include:
  - 1. An estimate of the number of truck-trips, the haul destination, and the period in which these trips will be made (e.g., 20 truck-trips to the Waste Management Facility over the two-week period beginning on March 1, 2012).

#### 1.06 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.

#### 1.07 HEALTH AND SAFETY

- A. The Contractor is required to implement all health and safety provisions as required by Specification 01 35 29 - Health, Safety and Emergency Response Procedures.

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

### **PART 3 - EXECUTION**

#### 3.01 SOIL DISPOSAL

- A. Excavation/Testing: The field-testing for contaminated soil will be performed by the Port and will result in the following classification of material as defined in paragraph DEFINITIONS of this section:

1. Type A Contaminated Soil.
2. Type B Contaminated Soil.
3. Type C Contaminated Soil.
4. Type D Material.

B. Disposition of Material

1. Type A and B Contaminated Soil: Material determined to be Type A or B Contaminated Soil shall be hauled by the Contractor to an approved facility for disposal.
2. Type C Material: Material determined to be Type C is of unknown origin or special circumstances. Material determined to be Type C contaminated soils shall be hauled to an onsite Soil Stockpile Site area. The Contractor shall protect the material once stockpiled. The Port will direct the Contractor on the disposition of the material following the analysis of the suspect material.
3. Type D Material: Material determined not to require special handling (Type D) shall be hauled by the Contractor to a site determined by the Contractor. If testing or certification of this material is required by the receiving site, the Contractor shall complete these requirements. The Port will not certify or declare the material suitable for unrestricted use.

C. Other Requirements

1. Cover all soil stockpiles and maintain stockpile areas in accordance with SECTION 01 57 13 - Temporary Erosion and Sediment Control and Construction Stormwater Pollution Prevention.
2. Material determined to be Type A, Type B or Type C contaminated material may be, upon approval of the Engineer, temporarily stockpiled within the construction area. Provide an impervious liner beneath this soil and securely cover with a waterproof covering. Remove the material prior to completion of work in the work area.
3. Submit all hauling receipts (or copies of receipts) from the receiving facility for all Type A, Type B or Type C Contaminated soil at least weekly.
4. The Engineer may require shut down of excavation should unforeseen condition warrant.

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

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

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

#### 1.06 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 - NOT USED**

**PART 3 – EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. This Section includes requirements for acceptance testing of the electrical system by the contractor.
- B. Refer to Specification Section 28 05 13 and 28 23 29 for testing of data conductors and cables.
- C. Related Documents: The provisions and intent of the Contract, the General Conditions, and Division 01 Specification Sections, apply to the Work as if specified in this Section

### **1.02 APPLICABLE PUBLICATIONS**

- A. All inspections and tests shall be in accordance with the following applicable standards and codes. These publications form a part of this specification to the extent referenced.
  - 1. American Society for Testing and Materials (ASTM):  
D877 - Dielectric Breakdown Voltage of Insulating Liquids Using Disk Electrodes.
  - 2. Insulated Cable Engineers Association (ICEA):  
S-68-516 - Ethylene-Propylene-Rubber Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy.
  - 3. National Electrical Manufacturers Association (NEMA):  
WC8 - Ethylene-Propylene-Rubber Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy. (ICEA S-68-516)  
AB3, AB4- Evaluation and field testing of circuit breakers.
  - 4. Institute of Electrical and Electronic Engineers (IEEE):  
81 - Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System.  
400 - Guide for Making High-Direct-Voltage Tests on Power Cable Systems in the Field.
  - 5. National Electrical Code – NEC
  - 6. American National Standards Institute - ANSI
  - 7. National Fire Protection Association - NFPA
  - 8. Occupational Safety and Health - OSHA 29CFR Part 1910.269
  - 9. International Electrical Testing Association – NETA
  - 10. Nationally Recognized Testing Laboratory Approved - NRTL
  - 11. State of Washington Administrative Code – WAC

### **1.03 WORK INCLUDED:**

- A. The Contractor shall perform tests of the electrical system to assure code compliance and proper system operation according to the intent of the contract documents.
- B. Applicable Codes, Standards and References for Tests:  
All inspections and tests shall be in accordance with the following applicable codes and standards except as provided otherwise herein.
  - 1. National Electrical Code - NEC

2. National Electrical Manufacturer's Association - NEMA
3. American Society for Testing and Materials – ASTM
4. Institute of Electrical and Electronic Plans - IEEE
5. National Electrical Testing Association - NETA
6. American National Standards Institute - ANSI
7. State and Local Codes and Ordinances
8. Insulated Cable Plans Associate - ICEA
9. Association of Edison Illuminating Companies - AEIC

#### 1.04 CIRCUIT TESTS:

- A. The Contractor shall perform routine insulation resistance, continuity and grounding tests for all distribution and utilization equipment prior to connection and energization.
- B. A standard megger-type instrument shall be used to demonstrate insulation values are 200 megohms or less, ground system is continuous and the neutral system is isolated from the grounding system except at the systems' single ground point.
- C. System defects, indicated by the circuit tests, shall be corrected. Tests shall be repeated until satisfactory results are obtained.

#### 1.05 GROUNDING TEST:

- A. Measure the ohmic value of the Electrical Service Entrance "System Ground" with reference to "Earth Ground" using multiple terminal, fall of potential methods and suitable test instruments.
- B. Maximum resistance to ground shall be less than 10 ohms. Notify the Engineer if this resistance value is not obtained for the initially installed system; and then Contractor shall recommend and provide corrective measures required to reduce ground resistance to less than 10 ohms.

#### 1.06 PHASE BALANCE TESTS:

- A. Verify the balance of the electrical system's phase currents. Re-assign load connections necessary to obtain a balance acceptable to the Engineer.

### **PART 2 - PRODUCTS**

#### 2.01 TEST EQUIPMENT

- A. Utilize test equipment in good mechanical and electrical condition with shape and frequency output waveforms appropriate for the test and the tested equipment.
  1. Accuracy shall be appropriate for the test being performed, but not in excess of 2% of the scale being used.
- B. Field test meters used to check installed power system instrument calibration must have an accuracy higher than the instrument being checked.

#### 2.02 TEST INSTRUMENTS AND CALIBRATION

- A. The Testing Firm shall have a calibration program which assures all applicable test instruments are maintained within rated accuracy as dictated by the National Institute of Standards and Technology (NIST).

1. Instruments calibration schedule:
    - a. Field instruments: Analog, 6 months maximum; Digital, 12 months maximum
    - b. Laboratory instruments - 12 months.
    - c. Leased specialty equipment - 12 months (where lessor guarantees accuracy).
  2. Provide visible dated calibration labels on all test equipment.
  3. Maintain up-to-date instrument calibration instructions and procedures for each test instrument.
- B. Provide all testing equipment required including, but not limited to, the following:
1. Wet and dry-bulb thermometer.
  2. 500V, 1000V, 5kV and 15kV meggers.
  3. Battery-powered portable telephone sets
  4. DC high-potential adjustable test set for EPR medium-voltage cables.
  5. Multimeter (Volts-Ohms-Millimeter) rated 20k ohms per volt or higher.
  6. Three-phase rotation meter, 60-Hz.
  7. Commercial model three-point earth ground test set reading directly in ohms.
  8. Miscellaneous cable, test leads, jumpers, test lights, buzzers, bells, switches, plugs, receptacles, and other test equipment as required.
  9. Insulation Tester (Megger): 2,000 Megohms.
  10. Dranetz, BMI Model 355, Fluke 41 or equivalent recording type harmonic analyzer to display individual and total harmonic currents and voltages.
  11. Clamp-on Ammeter.
  12. Circuit Breaker Current Injections Test Set.

## 2.03 TEST REPORT

- A. Include the following:
1. Summary of Project.
  2. Description of equipment tested.
  3. Description of test.
  4. Test results.
  5. Analysis and recommendations.
  6. Appendix, including appropriate test forms.
  7. List of test equipment used and calibration date.
- B. Furnish electronic PDF copy of the completed report to the Engineer no later than twenty days after completion of the tests. These are in addition to requirements on Paragraph 3.05.

#### 2.04 MATERIALS AND INSTRUMENTATION:

- A. Contractor and/or testing agency shall supply all apparatus and materials required for indicated tests.
- B. Contractor shall include all costs associated with testing in bid proposal.

#### 2.05 TEST REPORT(S):

- A. Furnish minimum three (3) bound copies and one (1) electronic PDF copy of test reports, as specified herein, for inclusion into the project operation and maintenance manuals. Each test report shall include the following items:
  - 1. Name, address and telephone number of the testing agency.
  - 2. Name(s) of personnel conducting the tests
  - 3. Type of test
  - 4. Description of test procedure
  - 5. List of items tested
  - 6. List of actual test equipment including make, model(s), serial number(s) and calibration date(s) as applicable.
  - 7. Test results
  - 8. Conclusion and recommendations

### **PART 3 - EXECUTION**

#### 3.01 TESTING

- A. General requirements: Test all wire, cable, and electrical equipment installed and connected by the Contractor to assure proper installation, setting, connection, and function as indicated or to conform to Contract Documents and manufacturer's instructions. As an exception to requirements stated elsewhere in the Contract, provide the Engineer at least 7 calendar days' written notice of the dates and times scheduled for tests (except megger tests) so Engineer may witness the tests. After the installation has been completed, the Contractor shall conduct an operating test, demonstrating all equipment and devices operate in accordance with the requirements of the plans and specifications.
  - 1. Perform tests recommended by the equipment manufacturer.
  - 2. Perform additional tests issued by the Engineer which are required due to field conditions.
  - 3. Be responsible for all damage to equipment or material due to improper test procedures or test apparatus handling.

#### 3.02 IDENTIFICATION

- A. Upon completion of the tests and inspections noted in these specifications, attach a label to all serviced devices indicating the date serviced and the testing company responsible.

#### 3.03 TESTING PROCEDURE:

- A. All tests shall be conducted according to applicable industry standards.

3.04 SCHEDULING:

- A. Notify Engineer in writing at least seven (7) calendar working days prior to performance of any test.

3.05 TRANSMITTAL OF REPORTS:

- A. Transmit test reports to the Engineer per Section 01 70 00 – EXECUTION AND CLOSEOUT REQUIREMENTS.

**END OF SECTION**



## **PART 1 - GENERAL**

### **1.01 RELATED DOCUMENTS**

- A. The provisions and intent of the Contract, the General Conditions, and Division 01 Specification Sections, apply to the Work as if specified in this section.

### **1.02 DEFINITIONS:**

- A. NEC means National Electrical Code.
- B. WAC means Washington Administration Code.
- C. The term "code" as used herein shall mean all applicable National, State and local codes.

### **1.03 WORK INCLUDED:**

- A. The Electrical work consists of furnishing, installing, testing and placing in satisfactory operation all equipment, materials, devices and appurtenances, necessary to provide a complete electrical system according to the intent of the Drawings and Specifications. In general this includes all labor, materials, equipment, tools, etc. to complete the electrical work.
- B. General requirements for materials and installation methods.
- C. Coordination with the Port of Tacoma (Information Technology and Maintenance) and ITS/Husky Lot F Contractor.
- D. Lot F will be in use by Port of Tacoma Tenants during construction. Contractor shall schedule work to avoid conflict with Tenant use of site.
- E. Port of Tacoma has contracted with Tacoma Power to trim trees under Tacoma Power poles where fiber Optic cable is to be installed.
- F. Port of Tacoma Maintenance Personnel will trim trees along Maxwell at Lot F.

### **1.04 INTENT OF DRAWINGS:**

- A. The Electrical Drawings are intended to serve as working Drawings for general layout. Equipment, concrete vaults, switches, panels, disconnects and raceway locations are partially diagrammatic and do not necessarily indicate actual routings or all appurtenances required for a complete installation.
- B. Minor changes in the locations of concrete vaults, raceways, outlets and the like, from those shown on the Drawings, shall be made without extra charge if so directed before installation.
- C. Contractor is required to take all working dimensions from civil drawings and field measurements. Do not scale electrical Drawings.

### **1.05 MANUFACTURERS' RECOMMENDATIONS:**

- A. Make all installations in strict accordance with manufacturers' published recommendations and details. All equipment, materials and installation methods recommended by manufacturers' shall be considered as part of this contract.

### **1.06 RELATED WORK:**

#### **A. TEMPORARY CONSTRUCTION POWER & LIGHTING:**

- 1. Arrange with the serving Utility Tacoma Public Utilities 253-502-8292, Dan Reed for 120/240 Volt or 208Y/120 Volt service adjacent to construction site.

2. Contractor is responsible for all costs associated with setup and removal of the temporary construction service meter.
3. Provide, maintain and remove, when no longer required, temporary electrical construction wiring from the construction service meter to the number of lights and receptacles required. Wiring to construction sheds, outdoor construction machinery, and temporary exterior work areas shall be the responsibility of individual contractors.
4. Provide and maintain construction lighting with portable wiring and temporary energization of the permanent site wiring, complete with lamps. Suitable construction lighting shall be provided. See NEC ARTICLE 305. Temporary Wiring.
5. Provide adequate feeders, circuit breakers and duplex 15-ampere 120-volt receptacles. Provide 120 volt construction receptacles with Ground Fault circuit protection in accordance with applicable WISHA safety standards.
6. Portable power cords from the outlets specified herein shall be the responsibility of individual contractors using the cords.
7. The Contractor shall assume all responsibility for safety, Electrical and Safety Code compliance, performance and adequacy of the construction power and lighting installation. The Engineer assumes no responsibility for the performance or safety and will not inspect nor design this temporary installation, as it is not part of the completed project.

**B. EQUIPMENT FURNISHED BY OTHERS:**

1. All equipment furnished for this project shall be coordinated with the Drawings to ensure correctness of Voltage, Phase and Ampacity. Equipment served by single circuit or feeder shall be provided with appropriate internal wiring including fusing of multiple circuits as required by code.
2. Control Voltages shall not exceed 120 volts. Provide control transformers for higher line voltages. Control transformers shall be connected from phase to neutral.

**1.07 SUPERVISION AND COORDINATION:**

- A. Contact Electrical Inspection, Tacoma Public Utilities (253-502-8541), obtain and pay for electrical permit before starting work.
- B. Contractor shall have a responsible person in charge at the site any time work is in progress or when necessary for coordination with other trades.
- C. Coordination with the Port of Tacoma (Information Technology and Maintenance) and ITS/Husky Lot F Contractor.
- D. Lot F will be in use by Port of Tacoma Tenants during construction. Contractor shall schedule work to avoid conflict with Tenant use of site.

**1.08 CODES AND REGULATIONS:**

- A. All work shall conform to current applicable National, State and local Codes; these shall be regarded as the minimum standard of quality for material and workmanship. Contractor shall provide all Labor and Material required for compliance with Code Requirements or Code Interpretations, although not specifically detailed on the Drawings or in the Specifications. Contractor shall become familiar with all the following codes prior to bidding.

ASTM	American Society for Testing and Materials
NBFU	National Board of Fire Underwriters

NEC	National Electrical Code
WAC	Washington State Administrative Code
NESC	National Electrical Safety Code
NEMA	National Electric Manufacturers Association
NETA	National Electrical Testing Association
NFPA	National Fire Protection Association
UL	Underwriters Laboratories, Inc.
ICEA	Insulated Cable ENGINEERs Associations
CBM	Certified Ballast Manufacturers
IBC	International Building Code
ETL	Electrical Testing Laboratories
---	Tacoma Public Utilities Standards and Requirements

- B. Nothing in these Drawings and Specifications shall be construed as permitting work not conforming with governing codes.
- C. The Contractor shall not be relieved from complying with any requirements of these contract documents which may exceed, but not conflict with requirements of the governing codes.
- D. Contractor shall include in bid all costs to have a Department of Labor & Industries approved firm to evaluate the installation safety, and compliance with code as required per WAC 296-40-100 for any equipment specified or furnished that is not UL labeled.
- E. For equipment furnished by others not UL labeled the contractor shall not connect the equipment to the electrical system until receiving written approval by the electrical authority having jurisdiction.

#### 1.09 PERMITS AND FEES:

- A. Obtain and pay all fees for licenses, permits and inspections required by laws, ordinances and rules governing work specified herein. Arrange for inspection of work and provide inspectors with all necessary assistance.

#### 1.10 WORKMANSHIP:

- A. All work shall be done by competent craftsmen skilled in the specific work to be done. Equipment shall be installed in a neat and workmanlike manner following the best practice of the trade.

#### 1.11 ITEMIZED COST BREAKDOWN:

- A. Furnish an electrical schedule of values. See Specification Section 01 29 73.

#### 1.12 OPERATING INSTRUCTIONS:

- A. Fully instruct the Owner's designated representatives in the operation and maintenance of all components of the electrical system upon completion of the work and after all tests and final inspection(s) by the Authority(s) Having Jurisdiction.

#### 1.13 AS-BUILT RECORD DRAWINGS

- A. See Specification Section 01 70 00 Paragraph 1.01A.

1.14 ELECTRICAL EQUIPMENT OPERATION AND MAINTENANCE (O & M) MANUALS:

- A. See Specification Section 01 70 00 Paragraph 2.02A.

**PART 2 - PRODUCTS**

2.01 GENERAL

- A. All materials shall be new, free from defects, of the quality specified herein and on the Drawings. Materials shall be designed to ensure satisfactory operation and manufacturer's rated life in the prevailing environmental conditions where installed. Materials and equipment shall be listed by Underwriter's Laboratories or a Washington Administration Code (WAC) recognized testing laboratory for use under these conditions.
- B. Each type of material shall be of the same make and quality throughout the job. The materials furnished shall be the latest standard design products of manufacturers regularly engaged in their production.

2.02 TECHNICAL DATA

- A. Technical information contained herein relies entirely on tests and ratings provided by manufacturers who are solely responsible for their accuracy. The Engineer using this information in no way implies having tested or otherwise verified the results of published manufacturer's information.

2.03 AS SPECIFIED EQUIPMENT:

- A. This specification generally lists only one make and model number for each item of equipment or material required for the project. This is not intended to be restrictive but is intended to indicate the standard of quality, design and features required.
- B. In addition, the listed product is the basis of the design regarding physical size, electrical power requirements and performance. The product so identified is designated "as specified."

2.04 COMPLETE SYSTEMS:

- A. All systems specified herein and shown on the Drawings shall be complete and operational in every detail. Mention of certain materials in bidding documents shall not be construed as releasing the Contractor from furnishing additional materials required by the manufacturer, installation methods, codes and performing all labor required to provide a complete and operable system.

2.05 SUBMITTALS:

- A. Submittal items: Submittals shall include, but not be limited to the following items:
  - 1. Wire
  - 2. Raceways
  - 3. 5KVA Unit Sub(s)
  - 4. 316 Stainless Steel Communications Enclosures
  - 5. Outside Plant (OSP) Fiber Optic Cables and Pole Mounting Hardware
  - 6. Nameplates, Labels, tags, Grounding Equipment
  - 7. Pre-cast Concrete Vaults/Covers with Calculations
  - 8. Pre-cast Concrete Handholes/Covers with Calculations

### **PART 3 - EXECUTION**

#### **3.01 PROTECTION OF WORK:**

- A. Protect all work, wire, materials and equipment installed under this Division against damage by other trades, weather conditions or any other causes. Equipment found damaged or in other than new condition will be rejected as defective.
- B. Equipment shall be kept covered or enclosed to exclude moisture, dust, dirt, cement, or paint and shall be free of all such contamination before acceptance. Enclosures and trims shall be in new condition, free of rust, scratches or other finish defects. Properly refinish in a manner acceptable to the Engineer if damaged.
- C. Keep conduit and raceways closed with suitable plugs or caps during construction to prevent entrance of dirt, moisture, concrete or foreign objects. Pull a properly sized mandrel through each conduit prior to installation of wire or pull string for empty conduits and within 24 hours of concrete placement (duct tape not acceptable). Raceways shall be clean and dry before installation of wire and at the time of acceptance.
- D. Make up and insulate wiring promptly after installation of conductors. Wire shall not be pulled-in until raceways are complete, all bushings are installed and raceway terminations are completed nor pulled into conduit embedded in concrete until after the concrete is placed and forms are removed.
- E. Empty conduits shall be provided with distance labeled pull tape, labels at source and destination matching plans and seated with removable foam.

#### **3.02 CUTTING AND PATCHING:**

- A. Obtain permission from the Engineer prior to cutting. Locate cuttings so not to weaken structural components. Cut carefully and only the minimum amount necessary. Cut concrete with diamond core drills or saws except where space limitations prevent the use of such equipment.
- B. All construction materials damaged or cut into during installation must be repaired or replaced with materials of like kind and quality as original materials by skilled labor experienced in that particular building trade.

#### **3.03 PAINTING:**

- A. Equipment scratched or marred in shipment or installation shall be refinished to the satisfaction of the Engineer.
- B. All above grade galvanized equipment shall be painted two (2) coats black or installed as PVC coated as indicated on drawings.

#### **3.04 LABELING:**

- A. Clearly and properly label the complete electrical system, as specified herein, to indicate the function of each item of equipment connected under this contract. Seton or equal.
- B. Stamped Brass/Aluminum tags in vaults shall have source end point, equipment name or equipment ID. Labels shall be provided in all power and signal manholes for all wires, cables, inner duct and pull ropes provided under this contract. Seton or equal.
- C. All vaults (covers and frames) shall be field stamped the same as labeled on record drawings.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 RELATED DOCUMENTS**

- A. The provisions and intent of the Contract, the General Conditions, and Division 01 Specification Sections, apply to the Work as if specified in this section.

### **1.02 WORK INCLUDED:**

- A. Provide all wire and terminations for a complete installation

## **PART 2 - PRODUCTS**

### **2.01 PACKAGING:**

- A. Conductors shall be delivered to the job site in approved original cartons, or on reels as recommended by the manufacturer, and shall bear the Underwriter's Label. Reels shall be provided with suitable protection to prevent fork-lift damage to conductors during shipment or storage prior to use.

### **2.02 CONDUCTORS - 600 VOLTS:**

- A. Stranded Copper, insulated for 90 degree centigrade and 600 volts.
- B. Insulation type XHHW-2. Insulation requirements may vary per the NEC where necessary to suit more stringent installation conditions.

### **2.03 CONNECTORS - 600 VOLTS:**

- A. Branch circuit conductor splices:  
Pre-insulated "twist-on" type or "crimped-on" type as approved (Scotch-lok, Ideal or equal).
- B. Terminator lugs of No. 12 wire and smaller:  
Spade, insulated type to be tool applied.
- C. Terminator lugs for No. 10 wire or larger:  
Two bolt (or approved positive restraint), tool applied compression type (Burndy or equal).

### **2.04 INSULATING MATERIALS:**

- A. Insulating tape or heat shrink tubing shall have the equivalent rating of the applicable conductor insulation (Scotch 3M, RAYCHEM or equal).

### **2.05 PLASTIC CABLE TIES:**

- A. Nylon, or equivalent, locking type (T&B or equal).

## **PART 3 - EXECUTION**

### **3.01 GENERAL:**

- A. Install all wiring in raceway.

### **3.02 CONDUCTOR TYPES, REFERENCED ON PLAN:**

- A. Conductors shall be stranded copper.

### **3.03 CONDUCTOR COLORING CODE:**

Conductor color coding shall be as follows:

- A. 208/120 volt system

A Phase - Black  
B Phase - Red  
C Phase - Blue  
Neutral – White  
Grounding - Green

B. 480/277 volt system

A Phase - Brown  
B Phase - Orange  
C Phase - Yellow  
Neutral -Gray  
Grounding – Green with Yellow Trace  
Other Colors - Switched Wires

- C. Conductors shall have colored insulation except wires larger than #8 may be black with colored tape identification at all terminations and splices.
- D. Additional colors may be used where such colors will help in identifying wires and different systems.

3.04 CONDUCTOR INSTALLATION:

- A. Raceways shall be complete, clean and free of burrs before pulling conductors.
- B. U.L. approved pulling compounds may be used with the residue cleaned from the conductors and raceway entrances after the pull is made.
- C. Contractor shall obtain the manufacturer's published recommendations for the handling, pulling and terminating of the cable. Contractor shall perform work in accord with manufacturer's recommendations.
- D. Pulleys or blocks shall be used for alignment of the conductors when pulling. Pulling shall be in accordance with manufacturer's specifications regarding pulling tensions, bending radius of the cable and compounds. No mechanical pulling means shall be used for wires No. 8 AWG and smaller. Cables shall be pulled by the conductor, not by the insulation or shielding.

3.05 MOISTURE PROTECTION:

- A. Cable ends shall be protected at all times from moisture. Provide approved heat-shrink end caps or equivalent for all unterminated cable ends.

3.06 TERMINATIONS - COPPER CONDUCTORS 600 VOLTS:

- A. Control and special systems wires shall be terminated with a crimped on lug when terminating at a screw connection.
- B. All screw and bolt type connectors shall be made up tight and retightened after an eight-hour period. Tighten all bolted connections with a ratcheting type torque wrench per manufacturer's standards.

- C. All tool applied crimped connectors shall be applied per manufacturer's recommendations and physically checked for tightness.

**END OF SECTION**



## **PART 1 - GENERAL**

### **1.01 RELATED DOCUMENTS**

- A. The provisions and intent of the Contract, the General Conditions, and Division 01 Specification Sections, apply to the Work as if specified in this section.

### **1.02 WORK INCLUDED:**

- A. Provide all raceways for a complete system. Include all fittings, hangers and appurtenances required for a complete installation. Exposed galvanized materials are not allowed. Utilize PV coated or paint over galvanized for all exposed galvanized materials other than conduit or stainless steel enclosures.

## **PART 2 - PRODUCTS**

### **2.01 CONDUITS:**

- A. Polyvinyl Chloride (PV) Coated Rigid Steel Conduit, Thick Wall (PVRSC).
- B. Non-metallic, polyvinyl chloride (PVC), schedule 80.
- C. Flexible Metal Conduit with polyvinyl chloride jacket.

### **2.02 FITTINGS:**

- A. PVRSC fittings shall have threaded connections.
- B. PVC Coated Flexible Metal Conduit: Thomas & Betts "Super Liquid-Tight" with external ground lug or equal.
- C. PVC Schedule 80 fittings shall be solvent welded type.
- D. All conduit elbows 30 degrees or greater shall be factory made. All 90 degree elbows shall be a minimum radius of 24" or greater. Provide PVRSC for all steel elbows extending above grade.

### **2.03 EXPOSED RACEWAY IDENTIFICATION:**

- A. Provide sign or stencil on all raceway(s) containing conductors above 208 volts. The stencil or sign by "Seton" shall have minimum ½" high red letters indicating voltage.
- B. All exposed raceway shall be PVRSC.

## **PART 3 - EXECUTION**

### **3.01 GENERAL:**

- A. Install raceways below grade. Surface raceways may be utilized for above grade structures or on wood poles.
- B. Cut conduit ends square, ream smooth and extend maximum distance into all couplings and connectors.
- C. Provide and install manufactured end caps on all conduit ends during construction to prevent the entrance of water or dirt. Tape, as a cover, is unacceptable.
- D. Pull a properly sized mandrel through each conduit (new and existing) prior to installation of inner duct or fiber optic cables to remove any materials trapped within the conduit run. Conduits embedded in concrete shall have a mandrel pulled within 24 hours of concrete pour.
- E. All PVC elbows shall be factory made.
- F. Field made elbows are not acceptable for PVRSC conduits.

- G. Conduits shall maintain a minimum 12" clearance from any high temperature surface.
- H. The conduit layout shall be carefully planned by the contractor to ensure neat and workmanlike installation. All below grade conduit runs with two or more conduits shall be provided with manufactured conduit saddles.
- I. Provide bell ends for all conduits entering and leaving existing or new precast concrete manholes, vaults and pull boxes.
- J. Provide length marker pull strings in all empty conduits. Provide Maxcell edge detectable, or equal fabric inner duct in all communications conduits between communications vaults.
- K. Any work showing inadequate planning may be ordered removed by the Engineer and shall be replaced in a neat and proper manner at no additional cost to the Owner.

#### 3.02 CONDUIT SIZING:

- A. Conduits shall be sized per code and as identified on drawings. Conduit size shall not be reduced if large size than code required minimum is specified on the drawing. Minimum conduit size shall be 3/4" trade diameter for above grade and 1" trade diameter for below grade.

#### 3.03 PVRSC:

- A. Install PVRSC for all conduits where conduit is exposed above grade, where subject to damage.

#### 3.04 PVC CONDUIT SCHEDULE 80:

- A. PVC conduit Schedule 80 may be used underground. Offsets and bends shall not exceed 22 degrees without engineers field review and approval. All bends greater than 30 degrees shall be galvanized rigid steel, 1/2 lap wrapped with corrosion resistant tape. Contractor shall field stake bends for engineers review.

#### 3.05 CONTINUITY OF CONDUIT SYSTEM:

- A. Conduits shall be assembled continuous and secured with appropriate fittings.

#### 3.06 PULL-LINES:

- A. Provide 150 pound plastic pull-lines, with numbered distance marks at one-foot increments in all conduit-only systems and spare conduits to facilitate future conductor installation. Provide labels on source and end point of all pull lines.
- B. Install Port of Tacoma furnished 3 cell, Maxcell, fabric inner duct as indicated on drawings.

**END OF SECTION**

## **PART 1 – GENERAL**

### **1.01 RELATED DOCUMENTS**

- A. The provisions and intent of the Contract, the General Conditions, and Division 01 Specification Sections, apply to the Work as if specified in this section.

### **1.02 SUMMARY**

- A. This Section includes identification of electrical power materials, equipment, and installations.
- B. Aerial fiber optic cables attached to Tacoma Power poles shall be labeled per Tacoma Power standards and requirements.

### **1.03 REFERENCES**

- A. ANSI/IEEE C2 - National Electrical Safety Code.
- B. NFPA 70 (National Fire Protection Association) – National Electrical Code.

### **1.04 QUALITY ASSURANCE**

- A. Comply with NFPA 70, as adopted and administered by the Authority Having Jurisdiction.
- B. Comply with ANSI C2.

### **1.05 SUBMITTALS**

- A. Product Data for each type of product specified.
- B. Provide sample label with identification nomenclature for one of each label type to be used for identification and equipment labels.
- C. Contractor shall field stamp one (lid and frame) for Engineer review and approval prior to field stamping all vaults and handholes.

## **PART 2 - PRODUCTS**

### **2.01 LABEL TYPES**

- A. Manufacturer's standard products with colors prescribed by ANSI A13.1, NFPA 70, and these Specifications.

Section	Title	Label Types													
		B	C	D	E	F	G	H	I	J	K	L	M	N	O
26 05 19	600-Volt or Less Wire and Cable		X	X			X	X							
26 71 19	Electrical Underground Ducts and Manholes								X	X	X	X	X		

- B. Black felt-tip permanent marker on backside of plate in all locations.
- C. Flexible, preprinted pre-tensioned wraparound plastic sleeves sized to suit the diameter of the wire it identifies and arranged to stay in place by pre-tensioned gripping action when placed in position.
- D. Preprinted self-adhesive vinyl labels with clear chemical-resistant coating.

- E. Engraved melamine plastic laminate flat stock, 1/16-inch minimum thickness for sizes up to 15 square inches. Use 1/8-inch minimum for sizes larger than 20 square inches. Black with white letters for normal power systems and red with white letters for emergency power systems, with height as shown in table above unless specified otherwise. UV-inhibited when used outdoors. Secure with stainless steel drive screws, stainless steel self-tapping screws or stainless steel oval-head 6-32 screws tapped into enclosure, or with stainless steel bolts with elastic stopnut. Do not attach labels with screws or bolts if it voids manufacturer warranty UL listing of equipment. Provide alternate adhesive type label.
- F. Exterior use adhesive-backed plastic machine-printed labels, white with black letters.
- G. Plain-colored vinyl adhesive tape, 3-mil minimum by 1-inch wide minimum. Apply 1/2-inch minimum over-wrap through 2-inch minimum length.
- H. Stainless-steel machine or hand-stamped wire marker plates, 0.010-inch minimum thickness, with 2 holes at each end for attachment with nylon Ty-wraps. (Reference Panduit MMP350-C series.) Wire tags shall have source point, circuit breaker, fused switch, equipment name or equipment ID. Labels shall be provided in all power signal manholes for all wires, cables and pull ropes provided under this contract.
- I. Provide field stamped label on exposed metal frame and lid. Label shall match vault ID on electrical site plans.
- J. Underground line warning tape with pre-printed warning message identifying type of system. Material shall be compounded for unlimited life when direct buried. 6-inch minimum width by 4-mils thick. (Reference Seton Style 210.)
- K. Underground metallic line-warning tape with pre-printed warning message identifying type of system. Material shall be compounded for unlimited life when direct buried. Use when metal-detection of line is required on Medium Voltage Systems. 6-inch minimum width by 4-mils thick. (Reference Seton style 6ELE.)
- L. Warning signs: Baked Enamel on aluminum plate, 0.040-inch minimum thickness. OSHA standard wording where approved. Custom wording if required. Secure with non-corrosive fasteners.
- M. Warning labels: Flexible pressure-sensitive vinyl conforming to OSHA "Danger" and "Caution" standards. 2½ x 1¾" minimum with black letters on yellow background. Label shall read: "WARNING! DO NOT USE AS WALKWAY, LADDER, OR SUPPORT FOR LADDERS OR PERSONNEL – CABLES ADDED AFTER INITIAL INSTALLATION REQUIRE PORT OF TACOMA APPROVAL." (Reference Seton "On-the-Spot.")
- N. Stencils: Machine-punched patterns, paint with color and formulation appropriate for material and location.
- O. Adhesive-backed metal labels manufactured with testing agency logo. Punched or engraved with actual settings and date.

### **PART 3 - EXECUTION**

#### **3.01 INSTALLATION**

- A. Install identification labels according to manufacturer's written instructions. On Tacoma Power poles per Tacoma Power requirements. In communication cabinets per Port of Tacoma Information Technology standards and in ITS/Husky cabinets per ITS/Husky standards.
- B. Install labels where indicated and as required by the Authority Having Jurisdiction. Locate for optimum viewing and without interference with the operation and maintenance of equipment.

- C. Coordinate names, abbreviations, colors, graphics and other designations used for electrical identification with corresponding designations used in the Contract Documents or as required by codes and standards.

Use consistent designations throughout the Project. Labeling abbreviations are not allowed.

- D. Sequence of Work: Where identification is to be applied to surfaces that require finish, install identification after completion of finish work.

1. Coordinate installing electrical identifying labels prior to installing finishes that conceal such items.

- E. Clean surfaces of dust, loose material, and oily films before applying painted or self-adhesive identification products.

- F. Painted Identification Products:

1. Prime surfaces according to manufacturer's instructions prior to applying painted labels:
  - a. For galvanized metal, use single-component, acrylic vehicle coating formulated for galvanized surfaces.
  - b. For concrete masonry units, use heavy-duty, acrylic-resin block filler.
  - c. For concrete surfaces, use clear, alkali-resistant, alkyd binder-type sealer.
2. Apply one intermediate and one finish coat of paint.

- G. Conductor Identification:

1. Conductors to be Extended in the Future: Indicate source and circuit numbers.
2. Multiple Power or Lighting Circuits in the Same Enclosure: Identify each conductor with source, voltage, circuit number, and phase. Use color coding for voltage and phase indication of secondary circuit.
3. Multiple Control and Communications Circuits in the Same Enclosure: Identify each conductor by its system and circuit designation. Use a consistent system of tags, color coding, or cable marking tape.

- H. Warning, Caution, and Instruction Signs:

1. Install warning, caution, and instruction signs where indicated or required to ensure safe operation and maintenance of electrical systems and of items to which they connect.
2. Emergency-Operating Signs: Install engraved laminate signs with white legend on red background with minimum 3/8-inch high lettering for emergency instructions on power transfer, load shedding, and other emergency operations.

- I. Apply equipment identification labels of engraved plastic laminate on each major unit of equipment, including central or master unit of each system. This includes communication, signal, and alarm systems, unless units are specified with their own self-explanatory identification. Except as otherwise indicated, provide a single line of text with 1/4-inch high lettering on 1-inch high label. Use white lettering on black field. Apply labels parallel to equipment lines.

- J. Apply instrument labels on all field-mounted instruments, transmitters, pressure gauges and control valves.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 RELATED DOCUMENTS**

- A. The provisions and intent of the Contract, the General Conditions, and Division 01 Specification Sections, apply to the Work as if specified in this section.

### **1.02 REFERENCES**

- A. ASTM (American Society for Testing and Materials).
- B. NFPA 70 (National Fire Protection Association) – National Electrical Code.

### **1.03 QUALITY ASSURANCE**

- A. Listing and Labeling: Provide products Listed and Labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to the Authority Having Jurisdiction and marked for intended use for the location and environment in which they are installed.
- B. Comply with NFPA 70, as adopted and administered by the Authority Having Jurisdiction.
- C. ANSI C2 “National Electrical Safety Code” for components and installation.

### **1.04 SUBMITTALS**

- A. General: Submit the following in accordance with Conditions of the Contract and Division 01 Specification Sections:
  - 1. Product data for metal accessories for manholes and handholes, conduit and duct, duct bank materials, and miscellaneous components.
  - 2. Shop drawings showing details and design calculations for precast manholes and handholes, including reinforcing steel. All loading shall be Type 1 container equipment loading unless otherwise indicated. Provide stamped drawings and calculations with State of Washington seal of registered professional structural engineer.
  - 3. Certificate for concrete and steel used in underground precast concrete utility structures, according to ASTM C 858.
  - 4. Inspection report for factory inspections, according to ASTM C 1037.
  - 5. Record Documents: Show dimensioned locations of underground ducts, handholes, and manholes from nearest building or permanent structure.

### **1.05 DEFINITIONS**

- A. Duct: Electrical conduit and other raceway, either metallic or nonmetallic, used underground, embedded in earth or concrete.
- B. Ductbank: Two (2) or more conduits or other raceway installed underground in the same trench.
- C. Handhole: An underground junction box in a duct or duct bank.
- D. Vault: An underground utility structure, large enough for a person to enter, with facilities for installing, operating, and maintaining equipment and wiring.
- E. Cable Rack: Heavy Duty Non-metallic wall mounted cable support racks, with stanchions, arms and cable ties to support cables.

#### 1.06 COORDINATION

- A. Coordinate layout and installation of ducts, vaults, and handholes with final arrangement of other utilities as determined by field verification. Revise locations and elevations from those indicated but required to suit field conditions and ensure duct runs drain to vaults, manholes and handholes.

#### 1.07 SAFETY REQUIREMENTS

- A. Perform work in accordance with the safety requirements of the Department of Labor Occupational Safety and Health Administration, Volume 36, Number 75, Part II, Subpart P, "Excavations, Trenching, and Shoring," and with Section 7 of the Manual of Accident Prevention in Construction as published by the Association General Contractors of America, Inc.
- B. Educate supervisors and employees on safety requirements and practices to be followed during the course of the work.

#### 1.08 DELIVERY, STORAGE, AND HANDLING

- A. Store precast concrete units at site as recommended by manufacturer to prevent physical damage. Arrange so identification markings are visible.
- B. Lift and support precast concrete units only at designated lifting or supporting points.

### **PART 2 - PRODUCTS**

#### 2.01 MANUFACTURERS

- A. Handholes and Vaults: Subject to compliance with requirements, provide products by one of the following:
  - 1. Utility Vault Company - Custom
  - 2. Hanson, Inc. - Custom
  - 3. Approved Equal

#### 2.02 CONDUIT AND DUCTS

- A. Metallic Conduit: PVC Coated Rigid Steel Conduit (PVRSC): Nema 1 – RN 1 – 2008.
  - 1. Use for below grade transition of PVC Schedule 80 to above grade exposed conduit.
- B. Nonmetallic conduit:
  - 1. Rigid Plastic Conduit: NEMA TC 2, UL 651A, Schedule 80 PVC, rated for use with 90°C conductors under all installation conditions and labeled for underground use.

#### 2.03 CONDUIT FITTINGS

- A. Steel Fittings: PVC-coated, cast malleable, ferrous metal, threaded fittings, with neoprene cover gasket on each fitting installed outdoors.
- B. PVC Conduit and Tubing Fittings: NEMA TC 3.
- C. "Mogul Fittings": Provide "Mogul" size fittings for all conduit.
- D. Seal Bushings: O.Z. compound bushing on each conduit entering a building from outside underground and on each conduit passing from one space into another, which is normally at a lower temperature.

- E. Hubs: Appleton "Hub" or "Hub-U" series or Thomas & Betts "370" series hub on each conduit terminating in a box where a hub was not previously provided.
- F. Unions: Appleton Type "EC" or Thomas & Betts "Erickson Coupling" conduit unions where necessary.

#### 2.04 DUCT SUPPORTS

- A. Rigid PVC spacers selected to provide minimum NEC duct spacings. All horizontal spacers shall be staggered a minimum of 12 inches.

#### 2.05 HANDHOLES (NON-TRAFFIC AREAS)

- A. General: Precast concrete H30 traffic loading, with the following standard features:
  - 1. Hinged cover with locking device, non-skid surface and insert or other device to facilitate lifting.
  - 2. Drain hole in base, 2-inch minimum diameter.
- B. Cover with cast-in legend "ELECTRIC" or "COMMUNICATION" as appropriate. Machine cover-to-frame bearing surfaces.

#### 2.06 ACCESSORIES

- A. Duct Supports: Rigid PVC stackable manufactured spacers selected to provide 3 1/2" minimum duct spacings.

#### 2.07 BACKFILL MATERIAL

- A. Direct-Burial Conduit 600V and Communications
  - 1. Initial Bedding: 3" of sand below conduits.
  - 2. Secondary Bedding: Unsaturated excavated earth free of rocks, broken concrete and debris 2" and larger, and compacted to 6" minimum above conduits.
  - 3. Upper Trench:
    - a. Areas Under Pavement:
      - 1) See Civil requirements.
      - 2) Provide plastic warning tape, 4-mil thickness reading "Caution – Buried Electrical Line Below" in trench at 12" below base course ACP.
    - b. Areas Not Under Pavement: Select Native Fill.
      - 1) Unsaturated excavated earth free of rocks, broken concrete and debris 2" and larger, and compacted in 12" lifts to prevent settlement.
    - c. Warning Tape: Provide plastic warning tape, 4-mil thickness reading "Caution – Buried Electrical Line Below" in trench at 12" below base course ACP.

### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Examine site to receive ducts, vaults and manholes for compliance with installation tolerances and other conditions affecting performance of the underground ducts, vaults and manholes. Do not proceed with installation until unsatisfactory conditions have been corrected.



- B. Existing Utilities: Locate and identify all existing utilities in the area prior to performing any excavation.

### 3.02 EARTHWORK

#### A. Trenching:

1. Comply with OSHA/WISHA safety standards for trenching, including stable slope and shoring requirements.
2. Depth: Correct points of over excavation using mechanically-compacted backfill to form a smooth trench bottom.
3. Width: Excavate to minimum width consistent with stability of sides.
4. Slope: Slope trenches so that conduit and ducts drain toward manholes and handholes and away from buildings and equipment.
5. Muck Excavation: Where muck or unstable material is encountered, over excavate and backfill to attain proper grade with coarse sand, gravel, or Controlled Density Fill.
6. Pile backfill material in an orderly manner; a sufficient distance from the trench to avoid overloading trench banks.
7. Bedding: The entire bottom of the excavation is to be firm, stable, and at uniform density.
8. Contractor shall not trench more than can be backfilled same day.

### 3.03 RACEWAY APPLICATIONS

- A. Refer to Specifications and Drawings for raceway materials. Where not specified otherwise, use PVC coated rigid steel conduit.
- B. Nonmetallic conduit: PVC Schedule 80, use underground only.
  1. Underground Direct Burial: For medium-voltage and low-voltage applications. Use Schedule 80 Rigid Plastic Conduit as standard. Use PVC coated rigid steel conduit on turns 40° or greater.
- C. Use PVC fittings for PVC conduit and suitable water-tight connections where PVC conduit connects to galvanized steel conduit.

### 3.04 CONDUIT AND DUCT INSTALLATION

- A. Install conduit and ducts as indicated on Drawings and according to manufacturer's written instructions.
- B. Slope: Pitch ducts minimum of two inches per 100 feet to drain toward handholes and away from buildings and equipment. Slope ducts from a high point in runs between drain in both directions.
- C. Curves and Bends: Use manufactured PVC coated rigid steel elbows for stub-ups at equipment and at building entrances with a minimum radius of 36 inches for communications and 24 inches for electrical conduits. Do not exceed 22 degrees for field bends without field review and approval by engineer. Contractor shall field stake bend radius for field review prior to conduit installation for bends greater than 22 degrees.
- D. Make joints in ducts and fittings watertight according to manufacturer's instructions. Stagger couplings so those of adjacent ducts do not lie in the same plane.

- E. Separation Between Direct-Buried, Non-Encased Ducts: Provide 3 inches minimum separation for like services, and 12 inches minimum between power and signal ducts.
- F. Stub-Ups: Use PVC coated rigid steel conduit for stub-ups to equipment. Install insulated grounding bushings at the conduit terminations.
- G. Use PVC coated rigid steel for all exposed conduit for equipment mounted outdoor.
- H. Pulling Cord: Install 150-pound- test nylon cord with distance markings in installed conduits, including spares and conduits that have conductors installed

### 3.05 BACKFILLING

- A. Backfill trenches only after all necessary inspections and tests have been performed.
- B. Remove all debris, rocks, broken concrete, and formwork before backfilling trenches.
- C. Restore surface features at areas disturbed by excavation, and reestablish original grades.
  - 1. Restore all areas disturbed by trenching, storing of dirt, cable laying, and other work.

### 3.06 HANDHOLE INSTALLATION

- A. Install as indicated on Drawings, according to manufacturer's written instructions and ASTM C 891.
  - 1. Install units plumb and level and with orientation and depth coordinated with arrangement of connecting ducts to minimize bends and deflections required for proper entrances.
  - 2. Support units on a level bed of pea gravel, graded from the 1-inch sieve to the No. 4 sieve and compacted to the same density as the adjacent undisturbed earth.
  - 3. Drainage: Where vaults have drain holes in the bottom, provide sixteen inches minimum of pea gravel below the manhole/vault.

### 3.07 IDENTIFICATION

- A. Identify raceways, cables and equipment as specified in Division 26, Section 26 05 53 "Identification for Electrical Systems."
- B. Provide warning and caution signs as required by the Authority Having Jurisdiction and these specifications.
- C. Label raceways entering concealed locations from exposed locations as to the destination via the concealed area.

### 3.08 TESTING AND CLEANING

- A. Pull brush through full length of conduits. Use round bristle brush with a diameter 1/2-inch greater than internal diameter of conduit. Clean internal surfaces of handholes.
- B. Conduit Integrity: Swab out ducts with a mandrel 1/4 inch smaller in diameter than internal diameter of conduits.

## END OF SECTION

## **PART 1 - GENERAL**

### **1.01 SECTION INCLUDES**

- A. Provide materials and labor required to deliver a complete horizontal cable system as indicated on the Contract Drawings and other Contract Documents, including furnishing and installing horizontal cabling at Port facilities.
- B. Furnish and install outside plant, horizontal optical fiber cable pre-installation tested, correctly installed (above and below grade), terminated, and Contractor-tested prior to final acceptance testing.
- C. Furnish and install horizontal copper cable correctly installed and terminated, and Contractor-tested prior to final acceptance testing.
- D. Furnish and install communications enclosures, patch panels, bulkheads, termination blocks, face plates and end point termination devices at Port of Tacoma and ITS/Husky equipment enclosures.
- E. Furnish and install low-voltage power and data cabling.
- F. Furnish and install bonding and grounding conductors.
- G. Label devices, cables, ports, and provide label data as-built Drawings to the Engineer.
- H. Install Port of Tacoma Information Technology furnished equipment in Contractor provided communications enclosures at poles P2, P5, P9 and P12.
- I. Test horizontal cabling as specified in Part 3 of this section. Specifically, Para 1.02, E, 3-FOTP-61 shall be utilized at fiber rolls before installation, after splicing. After installation and after connections are made.

### **1.02 REFERENCES**

- A. The applicable codes and standards listed below should be considered as part of this Specification. The latest revision in effect at the time of inquiry shall apply for all standards referenced.
- B. American National Standards Institute (ANSI):
  - 1. ANSI 2136.2 for multimode and single-mode fiber optic fiber
  - 2. ANSI INCITS 263 (TP-PMD)
  - 3. J-STD-607 (Current Edition): Commercial Building Grounding and Bonding Requirements for Telecommunications
- C. Institute of Electrical and Electronics Engineers (IEEE)
  - 1. IEEE C2 (Current Edition): National Electrical Safety Code
  - 2. IEEE 802.3 CSMA/CD (Ethernet) (for 10BASE-T, 100BASE-TX, and 1000BASE-T)
- D. National Fire Protection Association (NFPA):
  - 1. NFPA 70 (Current Edition) National Electrical Code (NEC)
- E. Telecommunications Industry Association/Electronics Industries Alliance (TIA/EIA):
  - 1. EIA-440-A (Current Edition): Optic Fiber Terminology

2. TIA/EIA 455-B (Current Edition): Standard Test Procedure for Fiber Optic Fibers, Cables, Transducers, Sensors, Connecting and Terminating Devices and other Fiber Optic Components
3. TIA/EIA-455-61-A (Current Edition): Fiber Optic Test Procedure 61 (FOTP-61) - Measurement of Fiber or Cable Attenuation Using an Optical Time Domain Reflectometer (OTDR)
4. TIA/EIA-455-78A (Current Edition): Fiber Optic Test Procedure 78 (FOTP-78) - Spectral Attenuation Cutback Measurement for Single-Mode Optical Fibers
5. TIA/EIA-455-95A (Current Edition): Fiber Optic Test Procedure 95A (FOTP-95) - Absolute Optical Power Test for Optical Fibers and Cables
6. TIA/EIA-455-171A (Current Edition): Fiber Optic Test Procedure 171 (FOTP-171) - Attenuation by Substitution Measurement for Short-Length Multimode Graded-Index and Single Mode Optical Fiber Cable Assemblies
7. TIA/EIA-526 (Current Edition): Standard Test Procedures for Fiber Optic Systems
8. TIA/EIA-568-A (Current Edition): Commercial Building Communications Cabling Standard
9. TIA/EIA-568-B (Current Edition): Commercial Building Communications Cabling Standard, with addenda

### 1.03 SUBMITTALS

- A. See Section 01 33 00 - Submittal Procedures, for submittal procedures.
- B. Product Data:
  1. Provide a complete list of equipment, materials, including industrial standards used and how they apply to the applicable component and manufacturer's descriptive data and technical literature, catalog cuts, and installation instructions.
- C. Shop Drawings
  1. Indicate electrical characteristics and connection requirements, including system wiring diagram.
    - a. Complete plans indicating placement and routing of horizontal fiber optic and copper cabling to be installed under this Contract.
    - b. Block diagrams indicating horizontal cable plant to be installed under this Contract, including:
      - 1) Contractor-installed cable between equipment
      - 2) All terminations
      - 3) Individual equipment components - Detailed point-to-point wiring diagrams reflecting the actual connection points of all devices and the associated routing throughout the project.
  2. Installation Instructions: Include equipment installation outline, connection diagram for external cabling, and internal wiring diagram.
- D. Final as-built horizontal wiring Drawings and documentation
  1. Labeling and termination sequences of all terminated cables.

2. Test plan for the required copper, coaxial, and fiber cable tests.
  3. Test results.
- E. Provide the following technical submittals as required under Section 01 33 00 - Submittal Procedures and other Contract Documents.
1. Site investigation report describing existing conditions that would affect the ability of the Contractor to successfully complete the work.
  2. Manufacturer's complete product data and Specifications, with Drawings as applicable for materials furnished by the Contractor.
  3. Conduit fill plan indicating initial cable fill percentages and the use of innerduct. The plan may be submitted by installation area or may be broken into groupings in similar structure to the plans, if either method would be more effective.

#### 1.04 DEFINITIONS

- A. Outside Plant, single-mode (SM) fiber optic cable shall be used as specified in the Contract Documents.
- B. All fiber optic cabling strands shall be properly terminated, labeled, and installed in fiber optic (bulkhead) back box.
- C. All infrastructure fiber strands shall be terminated with LC type connectors.
- D. Unshielded twisted pair (UTP) cable shall be used for data and voice circuits:
  1. Data: 4-pair Category 6 (Cat-6). Use outside plant (OSP) cable for all devices and for all installation where the cable is installed outdoors.
  2. Other data and low-voltage power cable types shall be used as specified in the Contract Documents.
  3. Data: 4-pair Category 5 (Cat-5). Use inside plant (ISP) cable for all devices and for all installation where the cable is installed indoors. Cabling shall be indoor plenum rated for fire retardancy.

#### 1.05 QUALITY ASSURANCE

- A. Contractor qualifications
  1. The Contractor shall specialize in installation of communications, data communications, and fiber optic cable systems with a minimum experience level of three (3) years installing systems similar in size and complexity.
  2. The Contractor shall be approved by Tacoma Power for installation of aerial fiber optic cable on Tacoma Power poles.

#### 1.06 DELIVERY, STORAGE AND HANDLING

- A. Cabling and termination hardware shall be delivered in original packages with labels intact and identification clearly marked.
- B. Cabling and termination hardware shall be protected from the weather, humidity, temperature variations, dirt, dust, or other contaminants.

#### 1.07 WARRANTY

- A. Provide warranty documentation per Section 01 70 00 - Execution and Closeout Requirements.

## **PART 2 - PRODUCTS**

### **2.01 GENERAL**

- A. Unless otherwise noted, equipment and products in this Section shall be furnished and installed by the Contractor.
- B. Furnish fasteners, connectors, and appurtenances necessary for installation of cable.
- C. Products and materials shall be new and fit the intended purpose.
- D. Damaged or defective products and components shall be replaced by the Contractor at no additional cost to the Port or ITS/Husky.
- E. Cabling and termination hardware damaged prior to system acceptance shall be replaced by the Contractor at no additional cost to the Port or ITS/Husky.
- F. Miscellaneous materials required for a complete and operational cabling system shall be furnished and installed by the Contractor.

### **2.02 HORIZONTAL OPTICAL FIBER CABLES (OUTSIDE PLANT)**

- A. Where indicated on the Contract Drawings, provide outside plant, horizontal optical fiber cables.
- B. Type 48 strand single-mode fiber.
  - 1. Indoor/outdoor riser
  - 2. Loose tube, dielectric, gell-filled optical cable with figure-8 self-supporting steel messenger.
  - 3. 1265µm to 1625µm
  - 4. Matched clad fibers, less than 0.5dB attenuation per kilometer at 1310µm and less than 0.5dB per kilometer at 1550µm. Bandwidth greater than 1000MHz.
  - 5. Outside plant rated outer jacket: Cable sheath with smooth black UV and moisture resistance medium density polyethylene (MDPE) jacket. Shall be continuous throughout the length of each cable, free from holes, splits, blisters, and other imperfections; flame retardant, moisture resistant, non-nutritious to fungus, resistant to ultra-violet light, non-toxic, and electrically non-conductive.
  - 6. Color-coded fibers per TIA/EIA 598B housed in totally dry, multiple color coded, plastic buffer tubes, which are stranded around a dielectric central strength member.
  - 7. Water blocked tapes and yarns, wrapped around core to provide protection against water ingress.
  - 8. High visibility ripcords placed underneath for quick sheath entry.
  - 9. Storage temperature: -40 deg C. (-40 deg F) to +75 deg C (+167 deg F).
  - 10. Operating temperature: -40 deg C. (-40 deg F) to +70 deg C (+158 deg F).
  - 11. Strength members: integral to cable, of sufficient strength to protect the cable during installation and service, non-metallic.
- C. Outside plant rated optical fiber cable shall comply with the following standards:
  - 1. TIA/EIA 455-B

2. NFPA 70 Article 770 ratings and cable markings
- D. Fiber optic cable reels: Fiber shall be shipped on reels with a minimum overage of 10 percent.
  1. Cable shall be wound on the reel so unwinding can be done without kinking the cable.
  2. Six (6) feet of cable at both ends of the cable shall be accessible for testing.
  3. Marking:
    - a. Each reel shall have a permanent label attached showing length, cable identification number, cable size, cable type, attenuation, bandwidth, and date of manufacture.
    - b. Labels shall be water-resistant and the writing on the labels shall be indelible.
  4. Cable components shall be able to withstand the environment the cable is installed in for a minimum of 25 years.

### 2.03 AERIAL OUTSIDE PLANT OPTICAL FIBER CABLES

- A. Type: Two (2) - 48 strand single-mode fiber, outside plant.
  1. Label each 4 strand cable per Tacoma Power standards and requirements, for Port of Tacoma and ITS/Husky
- B. Figure-8 Optical Fiber Cable Type
  1. Outdoor riser
  2. Loose tube, dielectric, gel-filled optical cable.
  3. 1265µm to 1625µm
  4. Matched clad fibers, less than 0.5dB attenuation per kilometer at 1310µm and less than 0.5dB per kilometer at 1550µm. Bandwidth greater than 1000MHz.
  5. Outer jacket: Cable sheath with smooth black UV and moisture resistance medium density polyethylene (MDPE) jacket. Shall be continuous throughout the length of each cable, free from holes, splits, blisters, and other imperfections; flame retardant, moisture resistant, non-nutritious to fungus, resistant to ultra-violet light, non-toxic, and electrically non-conductive.
  6. Color-coded fibers per TIA/EIA 598B housed in totally dry, multiple color coded, plastic buffer tubes, which are stranded around a dielectric central strength member.
  7. Water blocked tapes and yarns, wrapped around core to provide protection against water ingress.
  8. Galvanized stranded steel messenger, ¼" stranded EHS separate from the cable core and lashed every 12 inches with stainless steel lashing wire.
  9. High visibility ripcords placed underneath for quick sheath entry.
  10. Storage temperature: -40 deg C. (-40 deg F) to +75 deg C (+167 deg F).
  11. Operating temperature: -40 deg C. (-40 deg F) to +70 deg C (+158 deg F).
- C. Optical fiber cable shall comply with the following standards:
  1. TIA/EIA 455-B
  2. NFPA 70 Article 770 ratings and cable markings

- D. Fiber optic cable reels: Fiber shall be shipped on reels with a minimum overage of 10 percent.
  - 1. Cable shall be wound on the reel so that unwinding can be done without kinking the cable.
  - 2. Six (6) feet of cable at both ends of the cable shall be accessible for testing.
  - 3. Marking:
    - a. Each reel shall have a permanent label attached showing length, cable identification number, cable size, cable type, attenuation, bandwidth, and date of manufacture.
    - b. Labels shall be water-resistant and the writing on the labels shall be indelible.
  - 4. Cable components shall be able to withstand the environment the cable is installed in for a minimum of 25 years.

#### 2.04 OPTICAL FIBER CABLE-RELATED PRODUCTS

- A. Consumable products and materials required to install and terminate optical fiber shall be furnished and installed by the Contractor. These products shall meet the intended purpose and comply with manufacturer's requirements and Specifications.
- B. Accessories and related products:
  - 1. Connectors: LC Type
  - 2. Couplers: Duplex LC Type

#### 2.05 OPTICAL FIBER JUMPER/PATCH CORDS (BY CONTRACTOR)

- A. Pre-connectorized single-mode jumpers.

#### 2.06 CATEGORY 6 HORIZONTAL CABLE - 4 PAIR (BY CONTRACTOR)

- A. Category 6 (Cat 6), Ethernet signals:
  - 1. Non-plenum cable: 24 AWG, 4 pair, UTP, PVC jacket, UL listed and marked for CMR, factory-labeled at 2-foot intervals
  - 2. Cat 6 cable shall comply with TIA/EIA-568-B.2
- B. Outside plant cable (OSP): compatible with Category 6 requirements of TIA/EIA 568B.2-1 and ISO/IEC 11801.

#### 2.07 OTHER HORIZONTAL CABLE

- A. Closed-Circuit Television System
  - 1. Cable for camera and media converter power shall be of the following type or an approved equal:
    - a. Indoor, non-plenum-rated: West Penn #293 (18 AWG), #294 (16 AWG), #295 (14 AWG), #296 (12 AWG)
    - b. Outdoor: West Penn Civil293 (18 AWG), Civil294 (16 AWG), Civil295 (14 AWG), Civil296 (12 AWG)
- B. Cameras will be furnished by Port Information Technology and installed by Contractor.

#### 2.08 COPPER AND FIBER OPTIC CABLE ACCESSORIES AND RELATED PRODUCTS

- A. Surface-mountable boxes provided by Contractor.
  - 1. 6-port, 144 port surface-mountable box, depending on location.



- B. Rack-mountable patch panels and modules furnished by Port Information Technology and ITS/Husky installed by Contractor.
  - 1. 48-port Category 6 RJ45 patch panel
  - 2. Panels shall be set up for T568B pin out.
  - 3. Fiber optic LC patch panel module
- C. Copper cable outlets, with Systimax furnished by Port Information Technology and ITS/Husky installed by Contractor.
  - 1. Category 6 RJ45, T568B data outlets, red: MGS400-317-RED
- D. Building entrance protection panels furnished by Port Information Technology and ITS/Husky installed by Contractor.
  - 1. Category 6 data panel: 760028373
  - 2. Category 6 data power over Ethernet panel: 760033951

#### 2.09 CATEGORY 6 JUMPERS/PATCH CORDS

- A. Category 6 jumpers/patch cords furnished by Port Information Technology and ITS/Husky installed by Contractor.
  - 1. Systimax Solutions part number: GS8E-RD-x
    - a. Where x = length in feet. Standard catalog lengths are: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 14, 15, 19, 25, and 50 feet.

#### 2.10 FLEXIBLE FABRIC INNERDUCT

- A. Port of Tacoma furnished 3 cell Maxcell inner duct Contractor installed.
- B. Multi-cell fabric detectable innerduct shall be the product of Maxcell, Cable Guide, or equal.
  - 1. Product shall be constructed of white polyester and nylon resin polymer.
  - 2. Contractor shall provide all materials ancillary to installation.

### **PART 3 - EXECUTION**

#### 3.01 GENERAL

- A. Route horizontal cables via pathways identified, and as indicated, on the Contract Drawings.
- B. Ensure existing pathways are clean and free of any obstructions prior to pulling cable.
- C. Plan cable pulls so the maximum number of cables required in a pathway is pulled simultaneously and the maximum pull strength limit of the weakest cable in the pull is not exceeded.
- D. Submit shop drawings prior to pulling cable. Indicate on shop drawings the cable types and counts and the intended layout.
- E. If deviations from the Contract Drawings are required, deviation must be approved by the Engineer prior to placement of the affected cables and detailed on record drawings.
- F. Scheduling and coordination
  - 1. Coordinate scheduling of work with the Engineer and tenant representatives to minimize impact on operations.

2. Coordinate scheduling of cable installation with other trades within the Contract and through the Engineer with trades working other projects.
3. Prepare look-ahead schedules and coordinate with the Engineer. The schedules shall be for either 2 weeks or 3 weeks depending upon direction of the Engineer. For horizontal cable work, these schedules shall include the following.
  - a. Services that will be interrupted or affected and their locations.
  - b. Removal or relocation of existing cables, with locations and durations.
  - c. Installation of new cable, with duration.
  - d. Issues that may affect timely execution of the look-ahead schedule.
- G. Contractor shall obtain precise GPS coordinates of all cabling, to include Northing, Easting and Elevation from sea level once final installation is complete. Coordinates shall be provided to the Field Engineer within 20 days of device startup. Data shall be delivered in the form of a Shape File with an associated attribute table identifying device Northing, Easting and Z level data and shall include origination point, destination point and all vaults, boxes, or enclosures which the cable is routed.
- H. Perform continuity testing as per described within Section 3.05 Testing.
- I. All aerial outside plant, FOC shall be labeled installed on existing Tacoma Public Utility (TPU) pole per TPU standards C-OH-9000 and C-OH-1060. These and other TPU standards are available on Tacoma Public Utilities construction standards website.

### 3.02 INSPECTION

- A. All issues or discrepancies between existing conditions and the Contract Documents shall be documented and submitted to the Engineer within 30 days of Contract Award.
- B. Pre-schedule inspection requests with the Engineer.
- C. Locate, survey and preparation
  1. Survey and identify location (paint on asphalt) existing pathways and routes and report discrepancies and issues with the use of these for cable installation. Failure to perform this inspection and submit the report holds the Contractor at cost risk for corrective actions and schedule impacts later in the work.
  2. Prior to delivery of horizontal cable materials, survey the logistics site storage areas and the work area storage areas for access and space.

### 3.03 INSTALLATION

- A. Cables
  1. Install outside plant, fiber optic, horizontal cable with no splices.
  2. Protect cables from dirt and moisture by laying cables on a clean ground covering.
  3. Inspect and clean as necessary existing and new conduits to ensure conduits are clean and free of obstructions prior to installing pull strings, fabric innerduct or pulling cable.
  4. Use a cable lubricant specifically manufactured for cable pulling lubrication purposes and compatible with the cable sheathing material on all cables pulled. Do not use petroleum grease.
  5. Carefully inspect cable jacket for defects as cable is pulled off the reel.

6. During cable installation do not exceed the cable manufacturer's specified pull tension for the specific cable.
7. During cable installation do not twist or stretch, kink, or crush the cable.
8. Use a cable feeder guide between the cable reel and the face of the cable tray or conduit to protect the cable and guide it into the cable tray or conduit as it is played off the reel.
9. Follow the manufacturer's installation instructions and its Specifications for minimum bend radius; the bend radius shall not exceed the manufacturer's minimum bend radius.
10. Route horizontal cable runs on the upper tier of overhead ladder racking where there are multiple tiers. Confirm these locations prior to installing cable.
11. Route station cables and tie cables at right angles to electrical power circuits and support the cables in accordance with the Contract Drawings.
12. Do not use ceiling tiles, grid, or hanger wires for support of cables. Install cable in cable tray, cable runway, or conduit. Do not suspend cables by hangers, hooks, or other means of support other than tray, runway, or conduit.
13. Seal penetrations of fire-rated construction to rating of the separation (1 hour, 2 hour, etc.).
14. Vertical Cable Runs
  - a. When possible, use gravity to assist in cable pulling; pull cable from the top of the run to the bottom of the run.
  - b. Provide sufficient tools, equipment, and manpower at required pull points to prevent damaging cables.
  - c. After installation, relieve the vertical tension on the cable at maximum intervals of 20 feet using a split support grip or hook-and-loop straps.
15. Service Loops
  - a. Refer to "Communications room entry" below for communications room service loop requirements.
  - b. Provide service loops 24 inches in length minimum, or as indicated on the Contract Drawings, for outlet locations in back boxes.
  - c. At locations using surface mount boxes, place service loops in locations indicated on the Contract Drawings or per Engineer's instructions.
  - d. Provide service loops of 60 inches in length minimum, or as indicated on the Contract Drawings, for equipment boxes.
  - e. Provide service loops of two complete rotations minimum, or as indicated on the Contract Drawings, for communications vaults.
  - f. Service loops shall not be smaller than the minimum bend radius of the cable.
16. Cable Dressing
  - a. Neatly dress and route cables at termination points.
  - b. Comb cables and run each cable parallel with the other cables.
  - c. Secure cable bundles with hook-and-loop strap material.

- d. Do not use cable straps manufactured from a hard polymer material, such as plastic or nylon.
- e. Begin to bundle and strap cables within 2 inches of exit from conduit. Apply cable straps to bundles at intervals not greater than 12 inches for entire length of vertical and horizontal run in communications closets.

17. Cable Termination

- a. Optical fiber cable termination
  - 1) Optical fiber terminations shall be made by personnel trained and certified by the manufacturer of the fiber and connectors and shall be installed using the appropriate tool kit and equipment approved by the cable manufacturer.
  - 2) Optical fiber shall be terminated in LC type connectors.
  - 3) Optical fiber connectors shall not exceed manufacturer's acceptable loss budget.
- b. Category 6 cable termination
  - 1) Terminated cables shall meet the required performance with no degradation due to termination.
  - 2) Category 6 cables shall be terminated in RJ45 plugs or sockets at the both field and comm room ends in T568B configuration. Shielding shall be properly grounded within the RJ45 plug connector.
  - 3) The amount of untwisting in a pair as a result of termination to connecting hardware shall be no greater than 13 mm (0.5 inch).
- c. Other communications cable terminations
  - 1) Terminated cables shall meet the required performance with no degradation due to termination.
  - 2) Non-terminal block connections shall be made with mechanical connectors or rosin core solder, with insulation equal to conductor insulation and as approved by the Engineer.
  - 3) Conductors shall be neatly led and dressed to terminations.

B. Pull strings

- 1. Install pull strings with footage markings with cable installation in existing or new conduits and innerduct.
- 2. Leave pull strings in place.
- 3. In existing conduits or cable tray with existing pull strings, replace used pull strings with new pull strings.

C. Cable trays, conduits, and innerducts

- 1. Plan cable pulls so the maximum number of cables required in a cable tray or conduit is pulled simultaneously and the maximum pull strength limit of the weakest cable in the pull is not exceeded.
- 2. Submit a conduit, innerduct, and cable tray fill plan indicating initial cable fill percentages and the use of innerduct. The plan may be submitted by installation area if this method is more effective.

3. Conduit fill rates
  - a. For conduit 2 inches in diameter or greater, the conduit fill targets shall be as follows:
    - 1) Copper cable only, no innerduct required: 53 percent maximum.
    - 2) Optical fiber only, no innerduct required: 70 percent maximum.
    - 3) Optical fiber grouped inside an innerduct and copper cable without innerduct: 53 percent total.
    - 4) Install Copper cable and innerduct first.
    - 5) The contractor may submit an option to install innerduct for both types of cable. Innerduct installation is not a change order item.
4. Use of fabric innerduct (Port of Tacoma furnished Contractor installed)
  - a. Install optical fiber cable in cable tray within innerduct. Innerduct fill may contain more than one cable depending upon route and cable type. Cable tray optical fiber fill shall be clearly indicated in the Contractor's fill submittals.
  - b. Copper cable may be installed in existing and new cable tray in combed and tied groups without innerduct. Label cable per Section 26 05 53 - Identification for Electrical Systems at the specified intervals or at locations where cable is easily seen for identification.
  - c. Install textile innerduct in accordance with manufacturer's recommendations, and provide seals at all structures and penetrations to prevent the entry of gases, liquids, or rodents.
  - d. Install flexible fabric innerduct in conduits where indicated on plans.
- D. Communication room entry:
  1. Service loops: provide service loops in ITS/Husky communication room or Port of Tacoma Huts of a length that is two-times the longest dimension of the room, plus ten feet. Where the room has ladder rack, install the service loop on the ladder. If a room does not have ladder rack, provide a neatly dressed loop and provide strain relief so that the cable is not damaged.
  2. Route optical fiber cable from the conduit or cable tray entry point in communication rooms or equivalent spaces in the room tray system in innerduct.
  3. Route copper cable from the conduit or cable tray entry point in communication rooms or equivalent spaces in the room tray system without innerduct, but in combed and tied bundles.
  4. Copper cable being routed through communications rooms (not terminating) shall be installed in conduit.
- E. Seismic joint penetrations
  1. When conduit or pathway penetrates a building expansion joint, furnish and install a seismic coupling.
- F. Splices:
  1. All cables shall be continuous from the source to the destination and shall not have splices.

2. For existing effected cabling or other extraneous circumstance, the following requirements shall be observed.
  - a. Splice location and type shall be documented as part of the as-built drawings.
  - b. Splices shall not affect transmission characteristics of fiber being spliced. Splices exhibiting losses in excess of 0.3 dB shall be remade.
  - c. There shall be no more than 1 splice per kilometer in any cable, excluding cable terminations.
  - d. Field splices shall be located in cable boxes, hand holes, or manholes.
  - e. Sufficient cable shall be furnished and installed in each splicing location to properly rack and splice the cables.
  - f. Cable ends shall be protected at all times with end caps except during actual splicing.
  - g. During the splicing operations, means shall be furnished and installed to protect the unspliced portions of the cable from the intrusion of moisture and other foreign matter.
3. Fiber optic splices:
  - a. Shall be made by fusion splicing only.
  - b. Fiber optic cable splices other than fan-outs, pigtails, or other cable terminations shall be housed in a splice enclosure and shall be encapsulated with an epoxy or ultraviolet-light-cured splice encapsulate.
  - c. Fiber optic splices shall be field tested at the time of splicing.
  - d. Splices shall have less than 0.3 dB loss.

#### 3.04 LABELING

- A. Identification, labeling, and product color selection shall comply with standard industry practice and Tacoma Power requirements where attached to Tacoma Power poles.
- B. Furnish and install labeling for horizontal cables including copper and fiber optic jumpers.
- C. Provide the Engineer final as-built horizontal wiring drawings with label callouts and labeling documentation.

#### 3.05 TESTING

- A. General Requirements
  1. Provide all personnel, equipment, instrumentation, and supplies necessary to perform specified testing.
  2. Coordinate with the Engineer during functional performance cable testing.
  3. Test failures
    - a. Notify the Engineer of the problem and the procedures that the Contractor proposes to eliminate the problem.
    - b. Correct the problem and retest cables failing the test procedures.
- B. Horizontal cable test plan

1. Submit a general horizontal cable test plan to the Engineer for review and approval 20 working days prior to the start of on-site cable installation work, and 20 working days prior to pre-installation optical fiber reel testing.
  2. The test plan shall include:
    - a. Schedules for the following:
      - 1) Optical fiber pre-installation reel testing by the Contractor
      - 2) Optical fiber terminated cable testing by the Contractor, by area
      - 3) Copper cable terminated cable testing by the Contractor, by area
      - 4) Optical fiber re-termination at edge devices and DVR's, by device
      - 5) Release of optical fiber and copper cables for acceptance testing by the Port or a Port-designated systems contractor
    - b. A list of the test equipment to be used by the Contractor, including model number of sample test reports and wave forms, manufacturer's training certificates for technicians operating test equipment, and calibration certificates, for approval by the Engineer prior to the start of testing. Test equipment shall have the latest firmware upgrades installed prior to testing. Port-specified test equipment shall be at least as follows:
      - 1) Siacor Optical Fiber Power Meter: Submit the power meter model number and calibration certificates to the Engineer for approval prior to testing.
      - 2) Unshielded twisted pair (UTP) cable tester: Submit UTP cable tester model number and calibration certificates to the Engineer for approval prior to testing. Acceptable UTP cable tester manufacturers are as follows:
        - (a) Agilent
        - (b) Fluke
        - (c) Microtest
        - (d) Wavetek
    - c. Summary of the tests that are to be performed by the Contractor, and the test results that are to be submitted.
- C. Horizontal cable test results - submittals
1. Provide test results in hard copy and soft copy format. The format, content, and graphic scales shall be submitted to the Engineer for approval prior to performing tests.
  2. Furnish to the Engineer the licensed software required to view electronic copies of test results.
- D. Optical fiber terminated cable
1. Test and record measurements for the following:
    - a. Link loss: one-way horizontal link loss shall be less than 2.0 dB, measured at either 850nm or 1300nm
    - b. Fiber attenuation (dB/km)
    - c. Splice and connector loss (as required)

- d. Reflectance and optical return loss
- e. Length
- 2. Optical fiber cable shall comply with the following single-mode standards:
  - a. ANSI 2136.2
  - b. EIA-440-A
  - c. Fiber optic test procedure (FOTP) FOTP-8 (TIA/EIA-455-8)
  - d. FOTP-61 (TIA/EIA-455-61-A)
  - e. FOTP-78 (TIA/EIA-455-78A)
  - f. FOTP-95 (TIA/EIA-455-95)
  - g. FOTP-171 (TIA/EIA-455-171)
  - h. TIA/EIA-455-B
  - i. TIA/EIA-526-7
  - j. TIA/EIA-568-B.3
- E. Category 3, 5, and 6 terminated cable testing
  - 1. Test and record measurements for the following:
    - a. TIA Category 3 per TIA/EIA-568-B
    - b. TIA Category 5 per TIA/EIA-568-A and TIA/EIA-TSB-67
    - c. TIA Category 6 per Addendum Number 1 to TIA/EIA-568-B.2
    - d. IEEE 802.3 1000 Base-T
  - 2. Terminated UTP cable shall comply with the following standards:
    - a. TIA Category 3 per TIA/EIA-568-B
    - b. TIA Category 5 per TIA/EIA-568-A and TIA/EIA-TSB-95
    - c. TIA Category 6 per Addendum Number 1 to TIA/EIA-568-B.2
    - d. ISO/IEC 11801, Class C, D, and E
    - e. IEEE 802.3
  - 3. Use permanent link adapters on test equipment.
  - 4. Submit the following Category 6 test results:
    - a. Line map
    - b. Cable length
    - c. Attenuation
    - d. Cross talk
    - e. Return loss
    - f. Propagation delay
    - g. Delay slam



F. Other communications cable testing

1. Provide the Engineer with test procedures based on the performance requirements of the cable Specification and the specific equipment and system installed.
2. Test procedures shall include, but not be limited to:
  - a. Circuit ground fault tests.
  - b. Signal levels on analog data circuits.

G. Cables and terminations found to be damaged, defective, improperly installed, or that fail to meet performance requirements shall be remedied by the Contractor to the satisfaction of the Engineer and shall be retested by the Contractor at no additional cost to the Port.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SECTION INCLUDES**

- A. Section includes Ethernet based fixed and pan-tilt-zoom surveillance camera equipment including all: Cameras, Housings, mounting equipment, control equipment, uninterruptible power supplies, camera power supplies, software and accessories. Work includes all labor, material, and installation of Port provided surveillance equipment as indicated in the Drawings and this Specification.

### **1.02 REFERENCES**

- A. The applicable codes and standards listed below should be considered as part of this Specification. The latest revision in effect at the time of inquiry shall apply for all standards referenced.
- B. International Building Code
- C. Life Safety Code NFPA 101
- D. National Fire Alarm Code NFPA 72
- E. International Mechanical Code
- F. International Electric Code
- G. Building Industry Consulting Services International (BICSI)
- H. The Contract Documents take precedence when they are more stringent than codes, statutes, or ordinances in effect. Applicable codes, ordinances, standards and statutes take precedence when they are more stringent than the Contract Documents.

### **1.03 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Procedures, for submittal procedures.
- B. Product Data (Port of Tacoma)
  - 1. Provide a complete list of equipment, materials, including industrial standards used and how they apply to the applicable component and manufacturer's descriptive data and technical literature, catalog cuts, and installation instructions.
- C. Shop Drawings (Contractor)
  - 1. Indicate electrical characteristics and connection requirements, including system wiring diagram.
- D. Product Data: Contractor shall provide product data for all necessary devices not provided by the Port.
- E. Project Record Documents: Contractor shall maintain a current and complete set of red-line drawings throughout the duration of the project that indicate the following installed conditions:
  - 1. Size and locations of exterior and interior communication pathways; number and type of cables within pathways; and locations of power supplies, patch panels, equipment enclosures, and field devices.
  - 2. Equipment locations (exposed and concealed) dimensioned from column lines.
- F. Test Procedures and Test Reports shall be provided by Contractor.

- G. Operation and Maintenance Manuals: Submit as required for systems and equipment specified in the Division 28 Specifications and per Port of Tacoma General Conditions. Furnish two copies, bound in hardback binders, (manufacturer's standard binders) or an approved equivalent no later than prior to performance of systems or equipment test. Include the following items in the manuals:
1. Cover that identifies the manual as "Operation and Maintenance Manual" with the name and location of the system, equipment, buildings, name of subcontractor, and Contract number.
  2. Contacts page with names, addresses, and telephone numbers of each subcontractor installing the system or equipment and the local representatives for the system or equipment.
  3. Table of contents and associated tab sheets.
  4. Internal and interconnecting wiring and control diagrams with data to explain detailed operation and control of the equipment.
  5. A control sequence describing start-up, operation, and shutdown.
  6. Description of the function of each principal item of equipment.
  7. Installation and maintenance instructions.
  8. Safety precautions.
  9. Diagrams and illustrations.
  10. Testing methods.
  11. Performance data.
  12. Pictorial "exploded" parts list with part numbers. Emphasis shall be placed on the use of special tools and instruments. The list shall indicate sources of supply, recommended spare parts, and name of service organization.

## **PART 2 - PRODUCTS**

### **2.01 PORT FURNISHED EQUIPMENT**

- A. The following equipment is currently being procured under a separate contract and will be provided to the Contractor for installation. Configuration of the device will be by others.
- B. Equipment will be setup, initially configured and provided a two day "burn in" period by others. Once complete, the equipment will be returned to original packaging and delivered to Contractor. Contractor will be responsible for the security and protection of the equipment once delivered. Contractor will be provided the opportunity to "observe" the burn in period to ensure that all equipment functions properly prior to accepting.
- C. The Port shall provide the following equipment:
1. Surveillance Camera
  2. Outdoor Housing
  3. Mounting Equipment
  4. Camera Power Supply
  5. Supplemental camera lens

- 6. Uninterruptible power supply for cameras
- D. Contractor shall be responsible for mounting all equipment on existing wood poles at Lot F including necessary conduit, cabling infrastructure, mounting structure and pole grounding for proper operation.
- E. Port of Tacoma will trim existing trees along Maxwell, adjacent to poles.

## 2.02 REPRESENTATIVE PRODUCTS

- A. Pan-Tilt-Zoom
  - 1. Bosch G4 Autodome
  - 2. Pelco Spectra IV IP
  - 3. Panasonic NS series
- B. Fixed Megapixel
  - 1. Arecont
  - 2. Panasonic
  - 3. Pelco
  - 4. IQ Envision
- C. 180 Degree Megapixel
  - 1. Arecont
  - 2. Supplemental lens attached to camera providing sufficient detail and FOV range.
- D. 360 Degree Megapixel
  - 1. Arecont
  - 2. Supplemental lens attached to camera providing sufficient detail and FOV range.
    - a. Immervision, Panmorph
- E. Media Converters
  - 1. Media converters for the surveillance equipment will be provided by the Port.
- F. Data Switches
  - 1. Data switches for the surveillance equipment will be provided by the Port.

## 2.03 POWER SUPPLIES

- A. Camera power supplies will be provided by the Port. The following information details the typical product which will be provided. Contractor will be responsible for connection of site power.
- B. Representative Manufacturers:
  - 1. Altronix (various models)
  - 2. Engineering equivalent product which conforms to the technical Specifications defined within this procurement and as per the camera manufacturer recommendations.
- C. Product description: number of outputs as required, 24VAC/12VDC available per channel. UL listed. Wall- and rack-mounted as appropriate for installation.

## 2.04 CAMERA MOUNTS

- A. Camera mounting devices will be provided by the Port. The following information details the typical product which will be provided. Contractor will be responsible for installing the mounts on existing wood poles at Lot F.
- B. Mounting Types
  - 1. Pole mounts
  - 2. Corner mounts
  - 3. Wall brackets
  - 4. Goosenecks
  - 5. Surface mounts
  - 6. Pendants
- C. Representative Manufacturers:
  - 1. Videolarm (Various)
  - 2. Engineering equivalent product which conforms to the technical Specifications defined within this procurement and as per the camera manufacturer recommendations.
- D. All mounts shall be heavy duty construction of stainless steel or rubber coated steel, capable of supporting the equipment to be mounted on it including wind and ice loading normally encountered at the site as well as the harsh environmental conditions typically experienced at Seaport locations.

## 2.05 UNINTERRUPTIBLE POWER SUPPLY

- A. UPS devices will be provided by the Port. The following information details the typical product to be provided. Contractor will be responsible for connection of site power.
- B. Environmental Conditions: The UPS shall be capable of operating continuously in the following environmental conditions without mechanical or electrical damage or degradation of operating capability, except battery performance.
- C. Representative Manufacturers:
  - 1. APC (Various)
  - 2. Engineering equivalent product which conforms to the technical Specifications defined within this procurement and as per the camera manufacturer recommendations.
- D. Capable of un-interruptible power for the camera and enclosure, as well as other devices or components included within the Drawings. Capable of 120VAC input and 12 VDC or 24 VAC output. UPS shall be IP66 or greater, or NEMA 4x depending on the certifying authority.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Work will be performed at Port of Tacoma (Lot F) facilities as shown on the Contract Drawings. Work includes installing surveillance cameras, UPS, power supply, housing, lenses, mounting equipment, back boxes, cabling, and equipment. The Work includes, but is not limited to, the following activities:

1. Provide pathways, including seismic restraint and restoration of penetrations through fire-rated construction, and paint selected pathways to match surrounding area.
  2. Provide transient voltage surge suppression systems.
  3. Provide equipment enclosures, fiber demarcation panels, and other required equipment.
  4. Patch and repair work areas.
  5. Test, configure, and adjust all installed equipment and systems.
  6. Prepare and maintain red-line drawings and record documents during the duration of the Contract.
  7. The quality assurance, site inspection, equipment coordination and installation, testing, and warranty requirements described in this section apply to all Division 26 and Division 28 sections.
- B. Contractor shall obtain precise GPS coordinates of Surveillance Cameras, to include Northing, Easting and Elevation from sea level once final installation is complete. Coordinates shall be provided to the Engineer within 20 days of device startup. Data shall be delivered in the form of a Shape File with an associated attribute table identifying device Northing, Easting and Z level data.

### 3.02 MANUFACTURER'S FIELD SERVICES

- A. Contractor shall include in the bid either manufacturer's field representative to supervise final testing, operation and system adjustments or have equivalent training from the manufacturer to perform testing, operation and system adjustments.
- B. Upon completion of installation, Contractor shall provide a report to Engineer identifying the installation details and test results of the equipment installed. Report shall include testing details and results. The format and manner in which report is prepared shall be agreed upon by the Contractor and Engineer prior to the final preparation of document. Reports shall be provided to the Engineer within 14 days of equipment installation.

### 3.03 TESTING

- A. Provide all personnel, equipment, instrumentation, and supplies necessary to perform all testing.
- B. Engineer and Port representatives will witness all field tests.
- C. Verify the surveillance cameras have power.
- D. Verify the surveillance cameras have image.
- E. Test the operation of pan-tilt-zoom function.
- F. For fixed cameras, provide proper alignment and adjustment of lens to satisfy the Port engineer for accurate field of view.
- G. Provide report showing all equipment addresses, passwords, usernames, equipment models, locations and firmware installed.

### 3.04 ADJUSTING

- A. Adjust camera field of view (FOV), to satisfy the engineer.
- B. Set all camera and lens parameters to manufactures recommendations.

### 3.05 QUALITY ASSURANCE

- A. Perform Work in accordance with federal, state, and local standards and regulations including Occupational Safety and Health Administration (OSHA), Division of Labor Standards Enforcement (DLSE), regulations.
- B. Unapproved Materials: The Contractor, at no cost to the Port, shall remove and replace all unapproved equipment, materials, or system components with approved equipment, materials, or system components.

### 3.06 DEMONSTRATION AND TRAINING

- A. Training of devices and functionality shall be performed by others.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SCOPE**

- A. The work includes excavation, trenching, backfill, and shoring associated with utility demolition, utility installation, and paving as indicated on the Drawings and in the Specifications.

### **1.02 RELATED SECTIONS**

- A. Section 01 33 00 - Submittal Procedures
- B. Section 01 45 00 - Quality Control
- C. Section 32 12 16.01 – Asphalt Concrete Pavement (Emergency/Winter Mix)

### **1.03 REFERENCES**

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- B. Unless otherwise indicated, the most recent edition of the publication, including any revisions, shall be used.
- C. American Society for Testing and Materials (ASTM)
  - 1. ASTM C 29 - Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate; American Society for Testing and Materials; Current edition.
  - 2. ASTM D 422 - Standard Test Method for Particle-Size Analysis of Soils; American Society for Testing and Materials; Current edition.
  - 3. ASTM D 1556 - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method; American Society for Testing and Materials; Current edition.
  - 4. ASTM D 1557 - Standard Test Method Laboratory Compaction Characteristics of Soil Using Modified Effort (58,000 ft-lbf/ft<sup>3</sup>(2,700 kN-m/m<sup>3</sup>)); American Society for Testing and Materials; Current edition.
  - 5. ASTM D 2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method; American Society for Testing and Materials; Current edition.
  - 6. ASTM D 6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth); American Society for Testing and Materials; Current edition.
- D. Washington State Department of Transportation (WSDOT)
  - 1. Standard Specifications for Road, Bridge, and Municipal Construction, M41-10.

### **1.04 SUBMITTALS**

- A. Submit the following in accordance with Section 01 33 00 – Submittal Procedures for the following products:
  - 1. Test reports for the following:
    - a. Sieve analysis and proctor data of materials used for backfill and select fill.
    - b. Degree of Compaction: Degree of compaction shall be expressed as a percentage of maximum density obtained by test procedures presented in ASTM D 1557, ASTM D 2167, or ASTM D 2922.



- c. Sources of all imported material and certification that materials are clean and free of contamination.

#### 1.05 QUALITY ASSURANCE

- A. Unless otherwise specified, the Port will provide testing and inspection service to the satisfaction of the Engineer. The Contractor may obtain test results from Engineer at no cost. Tests conducted for the sole benefit of the Contractor, or before a product is approved, shall be at the Contractor's expense.
- B. Contractor shall perform and pay for all test reports on imported material
- C. Sampling and testing for compliance with the Contract provisions will be in accordance with Section 01 45 00.

#### 1.06 SITE CONDITIONS

- A. Existing Utilities
  - 1. The Contractor shall verify the location of existing utilities. Contact the Washington Utilities Underground Location Center at 1-800-424-5555 (or 811) for utilities within the public right of way and on Port property. The Contractor shall provide private utility locating services for non-public utility locating on Port property.
  - 2. The Contractor shall protect from damage those utilities which are to remain. Utilities damaged by the Contractor shall be repaired at no cost to the Port.

### **PART 2 - PRODUCTS**

#### 2.01 CHARACTERIZATION TESTING, REPORTING, AND CERTIFICATION

- A. Materials shall be of the quality, size, shape, gradation, or equal as specified herein.
- B. Provide and pay for source characterization, testing, reporting, and certification for all off-site borrow materials as described below. Provide documentation for the Engineer's approval demonstrating that all imported materials from a borrow pit meet the contract requirements and certify that the materials are free of regulated materials.
- C. Regulated Materials are defined as materials or combinations of materials containing hazardous or dangerous wastes as defined under state laws, federal laws, or under the Model Toxics Control Act listed in WAC 173-340-900, Table 740-1, which exceed the Method A cleanup levels for unrestricted land use.
- D. Provide the following information with each sample submitted:
  - 1. Material Source
  - 2. Proposed On-site Use
  - 3. Sampling dates
  - 4. Chain of custody
  - 5. Sampling locations
  - 6. Contractor's certification that the samples submitted are representative of the materials that shall be reused at the site.
- E. Characterization Testing shall be conducted at a laboratory accredited under WAC Chapter 173-50, and shall include:

1. Grain Size Distribution (ASTM D 422)
2. Maximum Dry Density (ASTM D1557)
3. Weight per unit volume of uncompacted material (ASTM C 29)
4. Priority Pollutant Metals (EPA SW 846 6010/6020/ 7041)
5. Volatile Organic Compounds (EPA SW 846 8260)
6. Semi-volatile Organic Compounds (EPA SW 846 8270)
7. PCBs and Pesticides (EPA SW 846 8080)
8. Petroleum Hydrocarbons (NWTPH-HCID)

## 2.02 ON-SITE BACKFILL

- A. Excavated in-situ soils generated during site construction activities may be used or reused as backfill material, if approved by the Engineer. It is assumed that all excavated in-situ material will be found acceptable for reuse.
- B. The Engineer may reject any materials that have been determined to be substandard or suspect to contain regulated materials. One or more of the tests listed in these specifications may be required prior to acceptance.

## 2.03 GRAVEL BACKFILL

- A. If the Engineer determines the site conditions require backfill quantities greater than the quantity available from suitable excavated in-situ material, such as in the case where there is an excess amount of unsuitable material is encountered, Contractor shall import Gravel Backfill after obtaining approval from the Engineer.
- B. Gravel Backfill shall meet the requirements of WSDOT Standard Specifications Section 9-03.12(2) – Gravel Backfill for Walls, with the following exceptions:
  1. The amount of material passing the 4-inch screen shall be 100 percent.

## 2.04 CRUSHED ROCK BASE

- A. Crushed rock base material shall be clean, well graded granular material meeting the requirements of WSDOT Standard Specifications Section 9-03.9(3) – Crushed Surfacing - Base Course, with the following exception:
  1. The amount of material passing the No. 200 sieve shall not exceed 5 percent.

## 2.05 STRUCTURAL FILL

- A. Structural fill material shall be a clean, well-graded sand or sand and gravel with less than 5 percent by weight passing the No. 200 mesh sieve (based on the minus  $\frac{3}{4}$ -inch fraction).

## 2.06 CRUSHED ROCK – TOP COURSE

- A. Crushed rock – top course material shall be clean, well graded granular material meeting the requirements of WSDOT Standard Specifications Section 9-03.9(3) – Crushed Surfacing - Top Course, with the following exception:
  1. The amount of material passing the No. 200 sieve shall not exceed 5 percent.

## 2.07 GRAVEL BACKFILL FOR PIPE ZONE BEDDING

- A. Pipe zone bedding material shall be clean, well graded granular material meeting the requirements of WSDOT Standard Specifications Section WSDOT Section 9-03.12(3), with the following exception:
  - 1. The amount of material passing the No. 200 sieve shall not exceed 5 percent.

## 2.08 SAND

- A. Sand shall be clean granular material meeting the requirements of WSDOT Standard Specifications Section 9-03.1(2)B for Class 1 or Class 2 fine aggregate.

## 2.09 UNDERGROUND MARKING TAPE

- A. Underground marking tape shall consist of inert polyethylene plastic, 4-mil thickness that is impervious to all known alkalis, acids, chemical reagents and solvents likely to be encountered in the soil, with a metallic foil core to provide a positive detection for pipeline locators.

# **PART 3 - EXECUTION**

## 3.01 GENERAL

- A. Excavating and grading shall be completed within the tolerances established or within reasonably close conformity with the alignment grade and cross sections indicated on the Drawings or Specifications.
- B. Excavation: Homogeneous or mixtures of naturally occurring earth, fill, sand, gravel, stones, clays, or loam, moved to facilitate the construction of structures, utilities, trenches, and associated work.
  - 1. Excavation material shall be moved with the use of mechanical equipment, such as shovels, clamshells, loaders, bulldozers, graders, rippers, etc., but shall not require drilling and blasting or drilling and line breaking.
  - 2. Excavation by sluicing method will not be permitted.
- C. Protect excavated material, stockpiled for reuse as backfill, from contamination by other materials and from weather damage by covering with waterproof sheeting and other effective means. Any material not properly protected which becomes unsuitable or contaminated shall be replaced at no additional cost to the Port.
- D. Separate stockpiles shall be employed for material to be reused as backfill, unsuitable material, and suspect material. At the end of the project, any material remaining in temporary "material acceptable for reuse" stockpiles shall be considered surplus / excess material, and following testing of material by the Port, Contractor shall haul excess material off-site to a Port approved disposal facility that is appropriate for the material being disposed. Disposal of material off-site prior to end of project, when there is still potential the material may be needed for backfill, shall first be approved by the Engineer.

## 3.02 SUSPECT MATERIALS, SAMPLING, TESTING, AND DISPOSAL

- A. All excavated materials will be inspected and categorized as suspect or non-suspect by the Engineer or another Port representative. Soil will be considered suspect if it has an odor, sheen, or color typical of soil containing regulated materials.
- B. All suspect materials shall be stockpiled and segregated by the Contractor from other stockpiles or materials by the Contractor. The Port will provide and pay for sampling and

characterization testing for all suspect materials prior to reuse or removal from the site. Allow 10 calendar days for Port testing and direction to the Contractor.

1. Suspect soils characterized to be free of regulated materials, and meeting the requirements of the contract documents, may be reused on-site provided it is suitable for its intended use, as determined by the Engineer.
  2. Suspect soils characterized to contain regulated materials shall be loaded by the Contractor into trucks and disposed of at a Port approved disposal facility capable of receiving regulated material, as described in Section 01 35 43.19 Export Soil Management. Work and costs related to transporting and disposing of said material will be considered Changed Work.
  3. Surplus suspect soils characterized to be free of regulated materials, and meeting the requirements of the Contract Documents, shall be considered the same as non-hazardous excess material. Surplus / excess soils shall be loaded, transported, hauled, and disposed of off-site in accordance with the Contract Documents and applicable laws and regulations.
- C. All non-suspect soils shall be stockpiled by the Contractor, but segregated from suspect soils, and may be reused on-site provided they are suitable for the intended use, as determined by the Engineer.

### 3.03 EXCAVATION FOR STRUCTURES AND UTILITIES

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

### 3.04 CONTAMINATED/HAZARDOUS SOILS AND GROUNDWATER

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

### 3.05 EXPORT MATERIAL

- A. Material to be exported from the site must be stockpiled and characterized prior to offsite disposal. The Contractor will stockpile material at a location onsite as directed by the Engineer. Stockpiled material shall be placed on the pavement, covered with plastic sheeting and anchored to prevent rain water from contacting material. Refer to Paragraph 3.02 for

characterization and disposal requirements. Contractor shall base their bid on the assumption that excavated material is not regulated.

### 3.06 FILL, BACKFILL, AND COMPACTION FOR STRUCTURES AND UTILITIES

- A. Place fill to lines and grades indicated on the Drawings.
- B. Remove water from excavated areas, by pumping or other means, before placing any fill material.
- C. Compact subgrade before placing any fill material.
- D. Do not place any fill against concrete walls/structures until the concrete has attained its specified design strength and/or certain other construction sequence criteria, if noted on the Drawings, are met, or as specifically approved by the Engineer.
- E. Place fill in layers not exceeding 6 inches (loose thickness) and compact to at least 95% of dry density (ASTM D 1557). Select backfill shall be used for materials placed beyond the limits defined for structural excavation.

### 3.07 COMPACTION

- A. Compaction shall be performed with approved compaction equipment suited to the soil and the area being compacted. Moisten or aerate material as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction with the equipment used. The moisture content of fill material shall be within 2 percent of the optimum moisture content at the time of compaction.
- B. Each lift of material placed shall be uniformly compacted to the density indicated for the specific material and use set forth in these Specifications. The percent of density required is in relation to the maximum density obtainable at optimum moisture content (Compaction Control Density) as determined in Section 3.08 "Compaction Control Tests."

### 3.08 COMPACTION CONTROL TESTS

- A. Laboratory and field tests shall be performed by the Port:
- B. Compaction control density shall be the maximum density at optimum moisture content as determined by ASTM D-1557, Standard Methods for Moisture-Density Relationships of Soil and Soil Aggregates, Methods A, B, C or D as applicable.
- C. Field tests to determine in-place compliance with required densities as specified, shall be performed in accordance with ASTM D1556, D2167, or D2922.

### 3.09 PREPARATION OF SUBGRADE

- A. Preparation of Subgrade
  - 1. Immediately prior to placement of surfacing materials, clean the entire width of the area of all debris and dispose of as directed by the Engineer. All depressions or ruts which contain storm water shall be drained.
  - 2. Shape the entire subgrade to a smooth uniform surface, true to line, grade, and cross section. Thoroughly compact the material for a depth of twelve inches below the subgrade to 95% of the maximum density as determined by compaction tests ASTM Designation D1557. If soft or spongy material underlying the upper twelve inches of the area being prepared precludes satisfactory compaction of the upper twelve inches, loosen, aerate, or excavate, replace and compact to the required density as directed by the Engineer.

3. Remove and dispose of excess material. Subgrade areas deficient in materials shall be brought to grade by importing suitable materials. Materials added to subgrade areas deficient in materials shall be watered and compacted as necessary to yield a true finished subgrade as described above.
4. Once it is prepared, maintain the subgrade for surfacing in the finished condition until the first course of surfacing has been placed.

B. Finishing Subgrades

1. Before any paving material is placed, bring the subgrade to the proper line, grade and cross section and maintain until the base course and paving is placed, except that extra depth of subgrade for increased thickness of the pavement, for pavement anchors, for pavement headers, and for increased thickness at the edges of the pavement may be removed just before the pavement is placed.
2. Compact the subgrade for pavement to 95% of maximum dry density as defined for Compaction Control Density, Article "Compaction Control Tests" these Specifications, to a minimum depth of six inches and to a width that will accommodate the paving equipment.

C. Subgrade Protection

1. Take all precautions necessary to protect the subgrade (including utility backfills and exposed excavation surfaces) from damage.
2. Protect the exposed excavation areas from excessive wetness due to rainfall. Protection measures may include covering with plastic or other means.
3. Where approved compacted subgrades are disturbed by subsequent operations or adverse weather, scarify the subgrades and compact to the required density prior to further construction thereon.

### 3.10 TRENCH EXCAVATION

- A. The Contractor shall maintain, at all times during the execution of this work, safe and stable excavations. All trench excavation and preparation for trenching shall comply with applicable requirements of Section 7-08.3(1) of the WSDOT Standard Specifications.
- B. Unsuitable or suspect materials encountered during trench excavation shall be handled as specified in Section 31 00 00 - Earthwork.

### 3.11 TEMPORARY TRENCH COVERS

- A. Maintain vehicular traffic at and around trench work as required for the phasing indicated on the Drawings. Provide temporary steel plate trench covers of sufficient thickness to support the typical traffic loads present at the site based on span dimension across trenches. To facilitate coordination with the terminal operator, the Contractor shall notify the Port at least 7 days prior to trenching and the installation of trench covers in vehicular areas.
- B. Temporary trench covers are to be removed as soon as underground utility work is completed in accordance with the requirements of Section 7-08.3(1) of the WSDOT Standard Specifications to allow backfill and compaction work.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SCOPE**

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

### **1.02 REFERENCES**

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- B. Unless otherwise indicated, the most recent edition of the publication, including any revisions, shall be used.
- C. American Association of State Highway and Transportation Officials (AASHTO)
  - 1. AASHTO M 17 – Mineral Filler for Bituminous Paving Mixtures
  - 2. AASHTO M 332 – Performance-Graded Asphalt Binder Using Multiple Stress Creep Recovery (MSCR) Test
  - 3. AASHTO T 11 – Materials Finer Than 75 mm (No. 200) Sieve in Mineral Aggregates by Washing
  - 4. AASHTO T 27 – Sieve Analysis of Fine and Coarse Aggregates
  - 5. AASHTO T 30 – Mechanical Analysis of Extracted Aggregate
  - 6. AASHTO T 96 – Resistance to Degradation of Small-Size Coarse Aggregate and Impact in the Los Angeles Machine
  - 7. AASHTO T 112 – Clay Lumps and Friable Particles in Aggregate
  - 8. AASHTO T164 – Quantitative Extraction of Asphalt Binder from Hot Mix Asphalt (HMA)
  - 9. AASHTO T 176 – Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test
  - 10. AASHTO T 283 – Resistance of Compacted Hot-Mix Asphalt (HMA) Mixtures to Moisture-Induced Damage
  - 11. AASHTO T 304 – Uncompacted Void Content of Fine Aggregate
  - 12. AASHTO T 308 – Determining the Asphalt Binder Content of Hot Mix Asphalt (HMA) by the Ignition Method
  - 13. AASHTO T 335 – Determining the Percentage of Fracture in Coarse Aggregate
- D. American Society for Testing and Materials (ASTM)
  - 1. ASTM D75 – Sampling Aggregates
  - 2. ASTM D242 – Mineral Filler for Bituminous Paving Mixtures
- E. Washington State Department of Transportation (WSDOT)
  - 1. Construction Manual, M 41-01

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

### 1.03 SUBMITTALS

- A. A separate job mix formula for each proposed mix design shall be submitted in writing by the Contractor upon execution of the task order. Submittals shall represent all submittal elements specified herein and shall include as a minimum:
  1. Mix designation/identification number.
  2. Plant where mix will be produced.
  3. Performance Graded Binder Certified Test Reports
    - a. Source location and type of binder.
    - b. Certificate of Compliance, including date and signature of the supplier, regarding conformance with AASHTO M 332, Table 1.
    - c. Compliance with WSDOT elastic recovery requirements in Section 9-02.1(4)
    - d. Temperature-viscosity relationship of the asphalt cement.
    - e. Minimum mixing temperature (degrees F).
    - f. Minimum compaction temperature (degrees F).
  4. Coarse Aggregate Certified Test Reports:
    - a. Source location and type of aggregate.
    - b. Fractured Faces.
    - c. Bulk specific gravity.
    - d. LA Abrasion.
  5. Fine Aggregate Certified Test Reports:
    - a. Source location and type of aggregate.
    - b. Bulk specific gravity.
    - c. Percent natural sand (if used).
    - d. Sand equivalent.
    - e. Uncompacted void content.
  6. Anti-strip agent:
    - a. Certification.
    - b. Amount used.
  7. Recycled Asphalt Pavement Test Reports (if used)
  8. Percentage and grade of performance graded asphalt binder.
  9. Proportions and percentage of each aggregate stockpile.
  10. Temperature range of mix when discharged from the mixer.



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

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

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

#### 1.04 CONTRACTOR QUALITY CONTROL

- A. The Contractor shall be responsible for developing the asphalt mix designs specified herein. The mix designs shall be developed and/or certified by a laboratory accredited by AASHTO under the AASHTO re:source program.
- B. Quality Control Testing: The Contractor shall conduct any and all quality control (QC) testing that he deems necessary to properly control the quality, consistency, and uniformity of the asphalt concrete mix being produced. No minimum number of quality control tests is required for this Contract.
- C. If the Contractor chooses to conduct quality control tests, the information and data determined through that testing shall be made available for inspection by the Engineer. In no case,

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

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

#### 1.05 QUALITY ASSURANCE

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

#### 1.06 JOB CONDITIONS

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

### PART 2 - PRODUCTS

#### 2.01 PERFORMANCE GRADED ASPHALT BINDER (PGAB)

- A. Asphalt shall conform to the requirements of AASHTO M 332, Table 1 and the elastic recovery requirements of WSDOT Standard Specification Section 9-02.1(4) for the Performance Grade specified herein.

## 2.02 AGGREGATE

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

Test	Specification
Coarse Aggregate Angularity (AASHTO T 335)	90% with 2 or more fractured faces

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

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

- C. Mineral filler, when used, shall conform to the requirements of AASHTO M 17.
- D. Recycled Asphalt Pavement (RAP)
1. RAP, if used, shall conform to the requirements of WSDOT Standard Specification Section 9-03.8(3)B, 9-03.21(1) and 9-03.21(1)A, as modified herein.
  2. The maximum proportion of RAP permitted within each mix shall not exceed 20 percent.
  3. RAP shall have 100 percent passing the 2-inch sieve, 95 percent passing the 1 inch sieve, and shall be a mixture of only coarse aggregate, fine aggregate, and asphalt cement, free of solvents and other contaminating materials.
  4. When RAP is used in a mixture, the RAP aggregate shall be extracted from the RAP using a solvent extraction (AASHTO T164) or ignition oven (AASHTO T308). The RAP aggregate shall be included in determinations of gradation, coarse aggregate angularity, and fine aggregate angularity. The sand equivalent requirements shall be waived for the RAP aggregates but shall apply to the remainder of the aggregate blend.
  5. Documentation of RAP stockpile quality and traceability shall be submitted to the Engineer for approval prior to use.
- E. Aggregate Gradation
1. Each gradation contains maximum and minimum control points. Job mix formula gradations must fall within control points for the specified nominal aggregate size. The combined aggregate shall conform to the gradation requirements shown below when

tested in accordance with AASHTO T 11 and T 27. Design gradation requirements are as follows:

Design Aggregate Gradation Control Points	
Sieve Size	Class B (1/2-inch) (Percent Passing)
1-1/2"	-
1"	-
3/4"	100
1/2"	90-100
3/8"	75-90
No. 4	46-66
No. 10	30-42
No. 40	11-24
No. 200	3.0-7.0

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

## 2.03 HVEEM HOT MIX ASPHALT (HMA) MIX DESIGN

- A. Mix design shall be prepared using the Hveem mix design method in accordance with the 2011 WSDOT Materials Manual Test Method T 702, 2011 WSDOT Materials Manual Test Method T 703, and the 2002 WSDOT Standard Specifications, as modified herein. The 2011 WSDOT Materials Manual and the 2002 WSDOT Standard Specifications are referenced for mix design purposes only and the current edition of the WSDOT Standard Specifications is applicable to all other references.
- B. Asphalt Binder: PG 58H-22.
- C. Aggregate Gradation: Class B (1/2").
- D. Stabilometer Value: 35, minimum.
- E. Cohesimeter Value: 100, minimum.
- F. Air Voids: 2% – 4.5%.
- G. The dust to binder ratio of the blended mix shall be between 0.6 and 1.6.
- H. Compacted mix design shall have a tensile strength ratio (TSR) greater than or equal to 85 percent when tested in accordance with WSDOT Test Method T718, including the freeze-thaw cycle. In addition, the mixture shall have a minimum wet tensile strength of 80 pounds per square inch (psi). In the event the mix design does not meet the tensile strength requirements the Contractor shall increase the approved anti-stripping agent dosage or take other corrective action to satisfy the specification.

#### 2.04 HEAT-STABLE ANTI-STRIPPING ADDITIVE

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

#### 2.05 HMA ADDITIVE

- A. An approved HMA Additive, to assist field compaction, meeting Section 9-02.5 of WSDOT Specifications, may be accepted by the Engineer.

#### 2.06 TACK COAT

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

#### 2.07 JOINT AND CRACK SEALANT

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

### **PART 3 - EXECUTION**

#### 3.01 CONSTRUCTION METHODS

- A. Asphalt Mixing Plant – Asphalt shall be produced at a plant approved by the WSDOT. Plants shall conform to WSDOT Standard Specifications Section 5-04.3(3)A.
- B. Hauling Equipment:
  - 1. Hauling equipment shall conform to WSDOT Standard Specifications Section 5-04.3(3)B, as modified herein.
  - 2. Trucks shall be equipped with tarps, in good condition without holes, which can be tied down over the sides and ends of the truck beds during periods of inclement weather to prevent rain from entering the truck bed and coming in contact with the asphalt concrete mix.
  - 3. Trucks shall be loaded using a multiple-drop method (front then back the middle) to minimize truck to truck segregation.
- C. Paving Equipment – Asphalt pavers shall conform to WSDOT Standard Specifications Section 5-04.3(3)C.
- D. Compaction Equipment – Rollers shall conform to WSDOT Standard Specifications Section 5-04.3(3)E.
- E. Preparation of the Asphalt Binder Material (asphalt cement):
  - 1. The binder shall be stored within the temperature range specified by the supplier of the binder for the grade of asphalt cement being used. Different grades of asphalt binder shall be stored separately and not mixed together at any time.
  - 2. The binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the bituminous material to the mixer at a uniform temperature.
  - 3. The temperature of the binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 350 degrees F unless otherwise required by the asphalt binder manufacturer.

F. Preparation of the Aggregates:

1. The aggregate for the mixture shall be heated and dried prior to introduction into the mixer. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates.
2. The aggregate temperature shall not be lower than is required to obtain complete coating and uniform distribution of the aggregate particles and to provide a mixture of satisfactory workability.

G. Preparation of Bituminous Mixture:

1. Mixing shall conform to WSDOT Standard Specifications Section 5-04.3(6), as modified herein.
2. The aggregates and the bituminous material shall be properly proportioned and introduced into the mixer in the amount specified by the job mix formula.
3. Job mix formula production tolerances shall conform to WSDOT Standard Specifications Section 9-03.8(7) (Statistical Evaluation), except the tolerance limits for aggregate shall not exceed the limits of the control points specified herein.
4. The moisture content of all bituminous mix upon discharge shall not exceed one (1) percent.

H. Preparation of the Underlying Surface:

1. Preparation shall conform to WSDOT Standard Specifications Sections 5-04.3(4), 5-04.3(4)A, and 5-04.3(5)C as modified herein.
2. Asphalt materials shall not be placed until the underlying course has been tested and accepted by the Engineer.
3. Immediately before placing asphalt materials, clean all underlying pavement surfaces and previous courses of all loose and foreign material by sweeping with hand brooms, power sweepers or blowers as directed by the Engineer.
4. Tack Coat:
  - a. Tack coat shall be applied in accordance with WSDOT Standard Specifications Section 5-04.3(4)A, as modified herein. The Port inspector shall verify that the tack coat has been properly placed prior to constructing subsequent pavement lifts. Refer to the applicable sections in Chapter 5 of the WSDOT Construction Manual for guidance on tack coat application and inspection.
  - b. Apply tack coat only when the underlying surface is dry, and the ambient temperature meets the requirements for the pavement course being placed.
  - c. Residual asphalt coating shall be 0.03 to 0.05 gallons per square yard on newly placed asphalt surfaces
  - d. Residual asphalt coating shall be 0.06 to 0.08 gallons per square yard on existing or milled asphalt surfaces.
5. Manholes, valve boxes, inlets, and other appurtenances within the area to be paved shall be adjusted to grade as shown on the Contract Drawings. Permanent curbs, gutters, and other supports shall be constructed and backfilled prior to placing asphalt. All contact surfaces shall be coated with tack coat.

I. Transporting, Placing, and Finishing:

1. The asphalt concrete mixture shall be transported from the mixing plant to the site in vehicles conforming to the requirements specified herein.
2. Hauling over freshly placed material shall be not permitted until the material has been compacted, as specified, and allowed to cool to atmospheric temperature.
3. Placing and finishing of the asphalt mixture shall be in accordance with WSDOT Standard Specifications Section 5-04.3(7), as modified herein.
4. The nominal compacted depth of any layer of any course shall not exceed 4.0 inches.
5. The hot mix asphalt mixture shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than that specified below. The temperature requirements may be waived by the Engineer, if requested; however, all other requirements including compaction shall be met.

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

6. The initial placement of the asphalt concrete mixture shall occur at a temperature suitable for obtaining density, surface smoothness, and other specified requirements but not less than 250 degrees F, unless approved by the Engineer.
7. Upon arrival, the mixture shall be placed to the full width of the paving lane. It shall be struck off in a uniform layer of such depth that, when the mix is properly compacted, shall have the required thickness and conform to the grade and contour indicated. The speed of the paver shall be regulated to eliminate pulling and tearing of the bituminous mat. Unless otherwise permitted, placement of the mixtures shall begin along the centerline of a crowned section or on the high side or areas with a one-way slope. The mixture shall be placed in consecutive adjacent strips having a minimum width of 10-feet except where edge lanes require less width to complete the area.
8. Compaction of the asphalt mixture shall be in accordance with WSDOT Standard Specifications Section 5-04.3(10), as modified herein.
  - a. Each day's production will be treated as a lot. A minimum of five sublots will be tested. Sublot sizes will not exceed 20 tons. Random test locations will be determined according to WSDOT Test Method T 716.
  - b. In-place density shall be a minimum of 93% of the reference theoretical maximum density as determined by WSDOT FOP for AASHTO T 209. Evidence of gauge calibration to cores, required in the test method, shall be provided for the approved job-mix being placed at a similar thickness or the gauge will be calibrated as described in the test method. Calibration cores may be omitted at the Engineer's discretion. At the Owner's discretion, cores can be used as the sole means of density acceptance with a testing frequency meeting the requirements of Section 8a.
  - c. Determine reference theoretical maximum density as the moving average of the most recent five determinations for the lot of asphalt concrete being placed according to WSDOT Materials Manual Standard Operating Procedure 729.

- d. Engineer may evaluate cyclic density as described in WSDOT Standard Specifications Section 5-04.3(10)B to assess segregation.
9. Joints:
- a. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 6-inches; however, the joint in the surface course shall be at the centerline of the pavement if that pavement is to be used by normal car or truck traffic.
  - b. Longitudinal joint density shall be assessed once per subplot in accordance with WSDOT SOP 735. Low density is defined as less than 91 percent of reference maximum density. When placing a single paver width patch, consecutive density tests will be taken on alternating sides of the patch.
  - c. Transverse joints in one course shall be offset by at least 10-feet longitudinally from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10-feet.
10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture may be spread and raked by hand tools.

### 3.02 JOINT SEALANT

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

### 3.03 SURFACE SMOOTHNESS

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

**END OF SECTION**



## **Appendix A**

### Port Provided Equipment List

### Port Provided Equipment List

Item #	Part #	Description	QTY
1	C9300-24T-A	Catalyst 9300 24-port data only, Network Advantage	2
2	C9300-NW-A-24	C9300 Network Advantage, 24-port license	2
3	S9300UK9-1612	Cisco Catalyst 9300 XE 16.12 UNIVERSAL	2
4	PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	2
5	PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply	2
6	CAB-TA-NA	North America AC Type A Power Cable	4
7	C9300-SSD-NONE	No SSD Card Selected	2
8	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	2
9	C9300-DNA-A-24-3Y	C9300 DNA Advantage, 24-Port, 3 Year Term License	2
10	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	2
11	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	2
12	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	2
13	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	2
14	C9300-STACK-NONE	No Stack Cable Selected	2
15	C9300-SPWR-NONE	No Stack Power Cable Selected	2
16	CON-SSSNT-C93002TA	SOLN SUPP 8X5XNBD Catalyst 9300 24-port data only, Network	2
17	AIR-AP1572EAC-B-K9	802.11ac Outdoor AP, External-Ant, AC-power, Reg. Domain-B	4
18	S157K9W7-15303JC	Cisco 1570 Series IOS WIRELESS LAN	4
19	SW1570-UM01A01-K9	SW Cisco AP1570: Unified Mesh(8.0.TBD)	4
20	AIR-ACCPMK1570-1	1570 Series Pole-Mount Kit (Type-1)	4
21	AIR-ANT2547VG-N	2.4 GHz 4dBi/5 GHz 7dBi Dual Band Omni Ant., Gray, N conn.	16
22	CON-SSSNT-AIA157BK	SOLN SUPP 8X5XNBD 802.11ac Outdoor AP External-Ant AC-powe	4
23	N/A	Mean Well HDR-100-48 power supply	6
24	MA-SFP-10GB-LR-PRO	Proline SFP-10GB-LR Compatible 10GBASE-LR SFP+ SMF LC 1310NM 10KM	4
25	SR42UB	Tripp Lite 42U Rack Enclosure Server Cabinet Premium w Doors & Side Panels	2
26	SC450RM1U	APC Smart-UPS SC 450VA 1U Rackmount/Tower UPS	1
27	M/GE-ISW-SFP-01	Transition Networks Hardened Mini 10/100/1000 Bridging - fiber media conver	2
28	SFP1000LXST	StarTech.com 1000BASE-LX Fiber SFP Module	21
29	CCH-04U	Corning CCH-04U - patch panel housing - 4U	5
30	CCH-CP12-A9	CORNING 6 PORT PANEL DUPLX SM	40
31	WCH-02P	Corning Wall-Mountable Connector Housing WCH-02P - patch panel housing	4
32	CCH-CP24-A9-P03RH	CORNING CCH PNL LC DUPLEX SM 24-FIB	8
33	AV20375RS	Arecont SurroundVideo Omni G3 Series AV20375RS - panoramic camera	4
34	AV-CRMA	Arecont AV-CRMA - camera mounting adapter	4
35	AV-WMJB 3400482	Arecont AV-WMJB - camera dome mount	4
36	SO3-CAP	Arecont SO3-CAP - camera mount	4
37	SI-IES-111D-LRT	Transition Networks Hardened PoE Media Converter - fiber media converter -	6
38	CLH-WRS	Middle Atlantic CLH-WRS ladder bracket	1
39	CLB-CSB-W18	Middle Atlantic CL Series - ladder bracket	1
40	CLB-6	Middle Atlantic CL Series CLB-6 - ladder section	1
41	VISIFALT	Fluke Networks VisiFault Visual Fault Locator	1

## **Appendix B**

### **Port Security Grant Program Award and Agreement**



U.S. Department of Homeland Security  
Washington, D.C. 20472

Louis Cooper  
Port of Tacoma  
One Sitcum Plaza  
Tacoma, WA 98421 - 3000

Re: Grant No.EMW-2018-PU-00078

Dear Louis Cooper:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2018 Port Security Grant Program has been approved in the amount of \$464,969.00. As a condition of this award, you are required to contribute a cost match in the amount of \$154,990.00 of non-Federal funds, or 25 percent of the total approved project costs of \$619,959.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2018 Port Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, reading "Thomas Dinanno". The signature is written in a cursive, flowing style with a large initial 'T'.

THOMAS GEORGE DINANNO GPD Assistant Administrator



U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**  
**Port Security Grant Program**

**GRANTEE:** Port of Tacoma  
**PROGRAM:** Port Security Grant Program  
**AGREEMENT NUMBER:** EMW-2018-PU-00078-S01

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Article XLIII	Prior Approval for Modification of Approved Budget

## **Article I - Summary Description of Project**

Project 1: Security Network Fiber and Cameras is fully funded for \$464,969.

## **Article II - EHP**

A programmatic hold is placed on EMW-2018-PU-00078 and the amount of \$464,969 is on hold in FEMA's financial systems. The recipient is prohibited from obligating, expending, or drawing down PSGP funds in support of EMW-2018-PU-00078: Port of Tacoma- \$464,969 i.e. Investment 1: Security Network fiber and cameras for \$464,969, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required environmental planning and historic preservation (EHP) reviews, as discussed in FEMA Information Bulletin No. 404. To release this hold, the recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY 2018 PSGP Notice of Funding Opportunity. Please contact your DHS/FEMA GPD Headquarters Program Analyst to receive specific guidance regarding EHP compliance.

## **Article III - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

## **Article IV - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

## **Article V - Procurement of Recovered Materials**

Recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **Article VI - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

## **Article VII - Use of DHS Seal, Logo and Flags**



Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article VIII - USA Patriot Act of 2001**

Recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends 18 U.S.C. Sections 175-175c.

#### **Article IX - Universal Identifier and System of Award Management (SAM)**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#).

#### **Article X - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XI - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article XII - Trafficking Victims Protection Act of 2000**

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at [2 C.F.R. Section 175.15](#), the full text of which is incorporated here by reference.

#### **Article XIII - Terrorist Financing**

Recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XIV - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XV - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XVI - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XVII - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

### **Article XVIII - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 [C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

### **Article XIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

### **Article XX - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

### **Article XXI - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### **Article XXII - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **Article XXIII - Acknowledgment of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **Article XXIV - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the

[DHS Office of Civil Rights and Civil Liberties](#) (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

## **Article XXV - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form) [Standard Form 424B Assurances - Non-Construction Programs](#), or [OMB Standard Form 424D Assurances - Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations, Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

## **Article XXVI - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. Section 401.14.

## **Article XXVII - Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

## **Article XXVIII - Non-supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## **Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## **Article XXX - National Environmental Policy Act**

Recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## **Article XXXI - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **Article XXXII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article XXXIII - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

#### **Article XXXIV - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

#### **Article XXXV - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **Article XXXVI - Federal Debt Status**

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

#### **Article XXXVII - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

#### **Article XXXVIII - Energy Policy and Conservation Act**

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XXXIX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

#### **Article XL - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by

federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XLI - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 CFR part 3001](#), which adopts the Government-wide implementation ([2 CFR part 182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

#### **Article XLII - Civil Rights Act of 1968**

Recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. Section 100.201](#).)

#### **Article XLIII - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than the simplified acquisition threshold as defined at 2 C.F.R Section 200.88 (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **BUDGET COST CATEGORIES**

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$167,990.00
Supplies	\$0.00
Contractual	\$259,463.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$192,506.00

# Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2018-PU-00078-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001026	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX03517N2018T		
6. RECIPIENT NAME AND ADDRESS Port of Tacoma One Sitcum Plaza Tacoma, WA, 98421 - 3000	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603			
9. NAME OF RECIPIENT PROJECT OFFICER Agnes Tanuvasa	PHONE NO. 253-592-6718	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 09/01/2018	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD  <b>From:</b> 09/01/2018 <b>To:</b> 08/31/2021 <b>Budget Period</b> 09/01/2018 08/31/2021			
1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2018-FA-GC01-P410- -4101-D	\$0.00	\$464,969.00	\$464,969.00	See Totals
			<b>\$0.00</b>	<b>\$464,969.00</b>	<b>\$464,969.00</b>	<b>\$154,990.00</b>
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Agnes Tanuvasa, Ms					DATE Mon Nov 05 22:20:34 GMT 2018	
18. FEMA SIGNATORY OFFICIAL (Name and Title)  SHENAUZ SUBRINA WONG , Assistance Officer					DATE Wed Sep 12 02:02:46 GMT 2018	