

**PORT OF TACOMA  
TACOMA, WASHINGTON  
PARCEL 86 BANK STABILIZATION PROJECT**

**PROJECT NO. 101493.01  
CONTRACT NO. 071513**



**Thais Howard, PE  
Director, Engineering**

**Hughes Wike, PE  
Project Manager**

**END OF SECTION**

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>
 07/16/2021	05 05 23.16 - Structural Welding 05 50 00 - Metal Fabrications 09 96 00 - High-Performance Coatings 31 41 16 - Steel Sheet Piling
 07/16/2021	31 23 23 - Fill 32 92 00 - Turf and Grasses

**END OF SECTION**

## **PROCUREMENT AND CONTRACTING REQUIREMENTS**

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

- 00 01 01 - Project Title Page
- 00 01 07 - Seals Page
- 00 01 10 - Table of Contents
- 00 01 15 - List of Drawing Sheets
- 00 11 13 - Advertisement for Bids
- 00 21 00 - Instructions to Bidders
- 00 26 00 - Substitution Procedures
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- 00 31 26 - Existing Hazardous Material Information
- 00 41 00 - Bid Form
- 00 43 13 - Bid Security Form
- 00 45 13 - Responsibility Detail Form
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- 00 61 13.13 - Performance Bond
- 00 61 13.16 - Payment Bond
- 00 61 23 - Retainage Bond
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- 01 14 00 - Work Restrictions
- 01 20 00 - Price and Payment Procedures
- 01 26 00 - Change Management Procedures
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- 01 35 91 - Historic/Cultural Treatment Resources
- 01 41 00 - Regulatory Requirements
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- 01 45 00 - Quality Control
- 01 50 00 - Temporary Facilities and Controls
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- 05 05 23.16 - Structural Welding
- 05 50 00 - Metal Fabrications

DIVISION 09 -- FINISHES

- 09 96 00 - High-Performance Coatings

DIVISION 31 -- EARTHWORK

- 31 23 23 - Fill
- 31 41 16 - Steel Sheet Piling

DIVISION 32 -- EXTERIOR IMPROVEMENTS

- 32 92 00 - Turf and Grasses

APPENDICES

- Appendix A - Port of Tacoma Construction SWPPP Short Form
- Appendix B - U.S. Army Corps of Engineers (USACE) No Permit Required Letter
- Appendix C - Shoreline Substantial Development (SSDP) Exemption Letter
- Appendix D - Phase 1 Construction Restart COVID-19 Job Site Requirements

**END OF SECTION**

**PART 1 - GENERAL**

**1.01 SUMMARY**

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

Sheet No.	Drawing Title
G1.0	Cover Page
C1.0	Project Layout and Access
C2.0	Existing Conditions and Sheet Pile Wall Location
C3.0	Grading and Restoration
C4.0	Sheet Pile Wall Plan and Profile
C5.0	Sheet Pile Wall Sections
C6.0	Details

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

**PARCEL 86 BANK STABILIZATION PROJECT**

**PROJECT NO. 101493.01 | CONTRACT NO. 071513**

Scope of Work:	The Work required for this Project includes: Installation of sheet pile bulkhead to stabilize select area of the upper bank of the Hylebos Creek above the mean higher high water (MHHW) mark. Work will include site regrading and restoration.
Bid Estimate:	Estimated cost range is \$113,000 to \$130,000, plus Washington State Sales Tax (WSST).
Sealed Bid Date/ Time/Location:	Bids will be received at the Front Reception Desk, Port Administration Office, One Sitcum Plaza, Tacoma, Washington 98421 until <b>11:00 A.M. on September 9, 2021</b> , 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:	<p>A pre-Bid conference and site visit have been set for 8/25/2021 at 9:00am. The site visit will convene at the Port's Administrative building, located at One Sitcum Plaza and will travel to the site after a brief meeting. The following Personal Protective Equipment is required for the site visit: sturdy shoes, reflective vest, and hardhat.</p> <p>Due to the current COVID-19 concerns, there will be no carpooling personnel in Port vehicles during the site visit. Contractors will be escorted in their own vehicles on the facility. Everyone attending must bring identification.</p> <p>Attendees will be required to sign a Release and Acceptance of Responsibility and Acknowledgement of Risks Form prior to entering the site and shall provide their own Personal Protection Equipment (PPE) as required above.</p>
Bid Security:	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.
Bid Security: Contact Information:	<p>A Bid Security Bond is not required for this project. Any questions to the Port may be emailed to procurement@portoftacoma.com. No oral responses will be binding by the Port.</p> <p>Questions will not be accepted after close of business (COB) on August 30, 2021.</p>

Bidding  
Documents:

Plans, Specifications, Addenda, and Plan Holders List for this Project are available on-line through The Port of Tacoma's Website [portoftacoma.com](http://portoftacoma.com). Click on "Contracts," "Procurement," and then the Procurement Number 071513. 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. Objection. Prior to an Award of the Contract, the Port will notify the Bidder in writing if the Port, after due investigation, has reasonable objection to the Bidder or a person or entity proposed by the Bidder. Upon receiving such objection, the Bidder may, at Bidder's option: (a) withdraw their Bid, (b) submit an acceptable substitute person or entity with no change in the Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there is a cost to the Bidder occasioned by such substitution, or (c) file a protest in accordance with the Bidding Documents.
  6. Change. Persons and entities proposed by the Bidder to whom the Port has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed, except with the written consent of the Port.
  7. Right to Terminate. The Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. If a Bidder makes a material misrepresentation on a Qualification Statement, the Port has the right to terminate the Contract for cause and may then pursue any remedies that exist under the Contract or that are otherwise available.
- B. INFORMATION FROM OTHER BIDDERS: All other Bidders designated by the Port as under consideration for Award of a Contract shall also provide a properly executed Qualification Statement, if so requested by the Port.

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

- A. BOND REQUIREMENTS. Within fifteen (15) days after the Port's Notice of Award of the Contract, the successful Bidder shall obtain and furnish statutory bonds pursuant to RCW 39.08 covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the form and amount prescribed in the Contract Documents. Bonds shall be written for one hundred (100) percent of the contract award amount, plus Washington State Sales Tax and Change Orders. The cost of such bonds shall be included in the Base Bid.
1. On contracts of one hundred fifty thousand dollars (\$150,000) or less, at the option of the Contractor or the General Contractor/Construction Manager as defined in RCW 39.10.210, the Port may, in lieu of the bond, retain ten (10) percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from

the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under RCW 60.28, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.

2. On contracts of one hundred fifty thousand dollars (\$150,000) or less, the Port may accept a full payment and performance bond from an individual surety or sureties.
- B. TIME OF DELIVERY AND FORM OF BONDS. The successful Bidder shall deliver an original copy of the required bonds to the Port, 1 Sitcum Plaza, Tacoma, WA 98421, within the time specified in the Contract Documents.
- C. INSURANCE. The successful Bidder shall deliver a certificate of insurance from the Bidder's insurance company that meets or exceeds all requirements of the Contract Documents.
- D. GOVERNMENTAL REQUIREMENTS. Notwithstanding anything in the Bidding or Contract Documents to the contrary, the Bidder shall provide all bonding, insurance, and permit documentation as required by governmental authorities having jurisdiction for any portions of the Project.

#### 1.08 FORM OF AGREEMENT

- A. FORM TO BE USED. The Contract for the Work will be written on the form(s) contained in the Bidding Documents, including any General, Supplemental, or Special Conditions, and the other Contract Documents included with the project manual.
- B. CONFLICTS. In case of conflict between the provisions of these Instructions and any other Bidding Document, these Instructions shall govern. In case of conflict between the provisions of the Bidding Documents and the Contract Documents, the Contract Documents shall govern.
- C. CONTRACT DELIVERY. Within fifteen (15) days after Notice of Award, the Bidder shall submit a signed Contract to the Port in the form tendered to the Bidder and without modification.

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

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

**END OF SECTION**



## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 DEFINITIONS/CLARIFICATIONS**

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

### **1.03 SUBMITTALS**

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

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

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

involved.

D. Substitutions will not be considered when:

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

1.04 QUALITY ASSURANCE

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**PROJECT TITLE:** Parcel 86 Bank Stabilization Project **PROJECT NO.:** 101493.01

SUBMITTED BY: \_\_\_\_\_ CONTRACT NO.: 071513

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

**1.02 PRELIMINARY DATA**

- A. Certain preliminary investigations and studies made by the Port are available to the Bidders online at [www.portoftacoma.com](http://www.portoftacoma.com), but will not be part of the Contract Documents, as follows:
  - 1. Conceptual Design Options Evaluation Report - Parcel 86 Bank Stabilization Project, Anchor QEA, October 2020.
  - 2. Basis of Design Report - Parcel 86 Bank Stabilization Project, Anchor QEA, July 2021.

**1.03 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:** PARCEL 86 BANK STABILIZATION PROJECT

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	QTY	UOM	UNIT PRICE	EXTENDED PRICE (QTY. x UNIT PRICE)
1	Mobilization and Demobilization	1	LS		
2	Project Administration	1	LS		
3	Parcel 86 Bank Stabilization	1	LS		

TOTAL BID AMOUNT	
10.3% WASHINGTON STATE SALES TAX (WSST) ON BASE BID SUBTOTAL	
BID TOTAL (WITH WSST)	

Note: Show prices in figures only.

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

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

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

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.

<hr/>	<hr/>
Name of Firm	Date
<hr/>	<hr/>
Signature	By Title
<hr/>	<hr/>
Mailing Address	City, State Zip Code
<hr/>	<hr/>
Telephone Number	Email Address
<hr/>	<hr/>
WA State Contractor's License No.	Employment Security Department No.
<hr/>	<hr/>

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: Parcel 86 Bank Stabilization Project**

**PROJECT NO.: 101493.01**

**CONTRACT NO.: 071513**

**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:** Parcel 86 Bank Stabilization Project

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

**CONTRACT AND PROJECT NUMBER:** 071513/ 101493.01

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> .	
5.	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.	



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

**END OF SECTION**

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: Parcel 86 Bank Stabilization Project (Title)

101493.01 | 071513 (Project/Contract No.)

3701 Taylor Way (Project Address)

Tacoma, WA 98421 (Project Address 2)

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

Director of Engineering (Title)

thoward@portoftacoma.com (Email)

(253) 888-4718 (Phone No.)

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

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

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

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

#### BACKGROUND AND REPRESENTATIONS:

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

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

Contract Documents, including any supplemental responsibility criteria.

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 75 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 \$350 per calendar day. After the required Final Completion date, the liquidated damages for failure to achieve Final Completion shall be \$150 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)**

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

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

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

**KNOW ALL MEN BY THESE PRESENTS:**

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

**WHEREAS:**

Contractor shall execute an agreement with the Port for Parcel 86 Bank Stabilization Project, Project No. 101493.01/Contract No. 071513, 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)**

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

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

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

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto the Port of Tacoma as 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 Parcel 86 Bank Stabilization Project, Project No. 101493.01/Contract No. 071513, 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: Parcel 86 Bank Stabilization Project

PROJECT NO.: 101493.01

CONTRACT NO.: 071513

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. 071513 with the Port for Parcel 86 Bank Stabilization Project, Project No. 101493.01.

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**

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

### **1.01 GENERAL**

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

### **1.02 DEFINITIONS**

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

and incidentals necessary to complete all obligations under the Contract Documents. The Work may constitute only a part of the Project, and may interface and need to be coordinated with the work of others.

### 1.03 INTENT OF THE CONTRACT DOCUMENTS

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

### 1.04 CORRELATION OF THE CONTRACT DOCUMENTS

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

extent of the Work to be performed. The Port assumes no responsibility for the division and proper coordination of Work between particular Subcontractors.

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

#### 1.05 OWNERSHIP OF THE CONTRACT DOCUMENTS

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

### ARTICLE 2 - PORT OF TACOMA

#### 2.01 AUTHORITY OF THE ENGINEER

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

#### 2.02 ADMINISTRATION OF THE CONTRACT

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

### 2.03 INFORMATION PROVIDED BY THE PORT

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

### 2.04 CONTRACTOR REVIEW OF PROJECT INFORMATION

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

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

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



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

## 2.06 SEPARATE CONTRACTORS

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

## 2.07 OFFICERS AND EMPLOYEES OF THE PORT

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

# ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES

## 3.01 DUTY TO PERFORM THE ENTIRE WORK

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

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

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

liabilities, and damages attributable to the error, inconsistency, omission, or variance.

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

### 3.03 SUPERVISION AND RESPONSIBILITY FOR SUBCONTRACTORS

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

### 3.04 MATERIALS AND EQUIPMENT

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

### 3.05 CONTRACTOR WARRANTIES

- A. Work will be of good quality and performed in workmanlike manner. In addition to any specific warranties set forth in the Contract Documents, the Contractor warrants that the Work, including all materials and equipment furnished under the Contract, will be of good quality and new, will be performed in a skillful and workmanlike manner, and will conform to the requirements of the Contract Documents. Any Work not conforming to this warranty, including unapproved or

unauthorized substitutions, shall be considered defective.

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

### 3.06 REQUIRED WAGES

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

### 3.07 STATE AND LOCAL TAXES

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

### 3.08 PERMITS, LICENSES, FEES, AND ROYALTIES

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

### 3.09 SAFETY

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

### 3.10 CORRECTION OF WORK

- A. Contractor to correct defective Work. The Contractor shall, at no cost to the Port, promptly correct Work that is defective or that otherwise fails to conform to the requirements of the Contract Documents. Such Work shall be corrected, whether before or after Substantial Completion, and even if it was previously inspected or observed by the Port.

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

### 3.11 UNCOVERING OF WORK

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

### 3.12 RELOCATION OF UTILITIES

- A. Contractor should assume underground utilities are in approximate locations. The Contractor should assume that the locations of any underground or hidden utilities, underground tanks, and plumbing or electrical runs indicated in surveys or the Contract Documents are shown in approximate locations. The accuracy of this information is not guaranteed by the Port and shall be verified by the Contractor. The Contractor shall comply with RCW 19.122.030 and utilize a utility locator service to locate utilities on Port property. The Contractor shall bear the risk of loss if any of its Work directly or indirectly damages or interrupts any utility service or causes or contributes to damages of any nature.
- B. Utility relocation or removal. Where relocation or removal of utilities is necessary or required, it shall be performed at the Contractor's sole expense, unless the Contract Documents specify otherwise. If a utility owner is identified as being responsible for relocating or removing utilities, the work will be accomplished at the utility owner's convenience, either during, or in advance of, construction. Unless otherwise specified, it shall be the Contractor's sole responsibility to coordinate, schedule, and pay for work performed by a utility owner.

- C. Contractor to notify Port of unknown utilities. If the Contractor discovers the presence of any unknown utilities, it shall immediately notify the Engineer in writing.

### 3.13 LABOR

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

### 3.14 INDEMNIFICATION

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

legal counsel approved by Port), indemnify, and hold harmless the Indemnified Parties for Claims brought against the Port by third parties (including but not limited to lessees, tenants, contractors, customers, licensees, and invitees of the Port) for injunctive relief or monetary loss.

- G. Cyber risk indemnification. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that includes theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.
- H. Joinder. The Contractor agrees to being added by the Port as a party to any arbitration or litigation with third parties in which the Port alleges indemnification or seeks contribution from the Indemnitor. The Contractor shall cause each of its Subcontractors of any tier to similarly stipulate in their subcontracts; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s) of any tier.
- I. Other. To the extent that any portion of this Section 3.14 is stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect. The obligations of the Contractor under this Section 3.14 shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity which would otherwise exist. To the extent the wording of this Section 3.14 would reduce or eliminate an available insurance coverage, it shall be considered modified to the extent necessary so that the insurance coverage is not affected. This Section 3.14 shall survive completion, acceptance, final payment, and termination of the Contract.

### 3.15 WAIVER OF CONSEQUENTIAL DAMAGES

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

## ARTICLE 4 - SUBCONTRACTORS AND SUPPLIERS

### 4.01 RESPONSIBILITY FOR ACTIONS OF SUBCONTRACTORS AND SUPPLIERS.

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

### 4.02 AWARD OF CONTRACTS TO SUBCONTRACTORS AND SUPPLIERS

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

percent (10%) of the Contract Sum) and the proprietary names, and the suppliers of, the principal items or systems of materials and equipment proposed for the Work. No progress payment will become due until after this information has been furnished.

- B. Port to respond promptly with objections. The Port may respond promptly to the Contractor in writing stating: (1) whether the Port has reasonable objection to any proposed person or entity, or (2) whether the Port requires additional time for review. If the Port makes a reasonable objection, the Contractor shall replace the Subcontractor with no increase to the Contract Sum or Contract Time. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work and compliance with all of the requirements of the Contract within the Contract Sum and Contract Time.
- C. Reasonable objection defined. "Reasonable objection" as used in this Section 4.02 includes, but is not limited to: (1) a proposed Subcontractor of any tier different from the entity listed with the bid, (2) lack of "responsibility" of the proposed Subcontractor, as defined by Washington law and the Bidding Documents, or lack of qualification or responsibility of the proposed Subcontractor based on the Contract or Bidding Documents, or (3) failure of the Subcontractor to perform satisfactorily in the Port's opinion (such as causing a material delay or submitting a claim that the Port considers inappropriate) on one or more projects for the Port within five (5) years of the bid date.
- D. No substitution allowed without permission. The Contractor shall not substitute a Subcontractor, person, or organization without the Engineer's written consent.

#### 4.03 SUBCONTRACTOR AND SUPPLIER RELATIONS

- A. Contractor to schedule, supervise, and coordinate Subcontractors. The Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors of any tier, including suppliers. The Contractor shall ensure that appropriate Subcontractors coordinate the Work of lower-tier Subcontractors.
- B. Subcontractors to be bound to Contract Documents. By appropriate agreement, the Contractor shall require each Subcontractor and supplier to be bound to the terms of the Contract Documents and to assume toward the Contractor, to the extent of their Work, all of the obligations that the Contractor assumes toward the Port under the Contract Documents. Each subcontract shall preserve and protect the rights of the Port and shall allow to the Subcontractor, unless specifically provided in the subcontract, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Port. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with lower-tier Subcontractors.
- C. Contractor to correct deficiencies in Subcontractor performance. When a portion of the Work subcontracted by the Contractor is not being prosecuted in accordance with the Contract Documents, or if such subcontracted Work is otherwise being performed in an unsatisfactory manner in the Port's opinion, the Contractor shall, on its own initiative or upon the written request of the Port, take immediate steps to correct the deficiency or remove the non-performing party from the Project. The Contractor shall replace inadequately performing Subcontractors upon request of the Port at no change in the Contract Sum or Contract Time.
- D. Contractor to provide subcontracts. Upon request, the Contractor will provide the Port copies of written agreements between the Contractor and any Subcontractor.



## **ARTICLE 5 - WORKFORCE AND NON-DISCRIMINATION REQUIREMENTS**

### **5.01 COMPLIANCE WITH NON-DISCRIMINATION LAWS**

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

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

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

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

### **5.03 APPRENTICESHIP PARTICIPATION**

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

- 9. Cumulative combined total of apprentice and journeymen labor hours
- 10. Total percentage of apprentice hours worked
- E. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Port. In any request for the change, the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.

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

### **6.01 CONTRACT TIME**

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

### **6.02 PROGRESS AND COMPLETION**

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

### 6.03 SUBSTANTIAL COMPLETION

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

### 6.04 COMPLETION OF PUNCH LIST

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

### 6.05 FINAL COMPLETION

- A. Final Completion. Upon receipt of written notice from the Contractor that all punch list items and other Contract requirements are completed, the Contractor will notify the Port, and the Port will perform a final inspection. If the Port determines that some or all of the punch list items have not been addressed, the Contractor shall be responsible to the Port for all costs, including re-inspection fees, for any subsequent reviews to determine completion of the punch list. When the Port determines that all punch list items have been satisfactorily addressed, that the Work is acceptable under the Contract Documents, and that the Work has fully been performed, the Port will promptly notify the Contractor of Final Completion.
- B. Contractor responsible for costs if Final Completion is not timely achieved. In addition to any liquidated damages, the Contractor is liable for, and the Port may deduct from any amounts due the Contractor, all costs incurred by the Port for services performed after the contractual date of Final Completion, whether or not those services would have been performed prior to that date had Final Completion been timely achieved.

- C. Final Completion submittals. The Port is not obligated to accept the Project as complete until the Contractor has submitted all required submittals to the Port.
- D. Contractor responsible for the Work until Final Completion. The Contractor shall assume the sole risk of loss and responsibility for all Work under the Contract, and all materials to be incorporated in the Work, whether in storage or at the Project site, until Final Completion. Damage from any cause to either permanent or temporary Work, utilities, materials, equipment, existing structures, the site, or other property owned by the Port or others, shall be repaired by the Contractor to the reasonable satisfaction of the Port at no change in the Contract Sum.

#### 6.06 FINAL ACCEPTANCE

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

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

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

### ARTICLE 7 - PAYMENT

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

- A. Payment of the Contract Sum. The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Port to the Contractor for performance of the Work under the Contract Documents. Payments made to the Contractor are subject to all laws applicable to the Port and the Contractor. Payment of the Contract Sum constitutes full compensation to the Contractor for performance of the Work, including all risk, loss, damages, or expense of whatever character arising out of the nature or prosecution of the Work. The Port is not obligated to pay for extra work or materials furnished without prior written approval of the Port.
- B. Schedule of Values. All payments will be based upon an approved Schedule of Values. Prior to submitting its first Application for Payment, the Contractor shall submit a Schedule of Values to the Port allocating the entire Contract Sum to the various portions of the Work. The Schedule of Values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Port may require. This schedule, unless objected to by the Port, shall be used as a basis for reviewing the Contractor's applications for payment.

## 7.02 APPLICATIONS FOR PAYMENT

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

## 7.03 PROGRESS PAYMENTS

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

## 7.04 PAYMENT BY CONTRACTOR TO SUBCONTRACTORS

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

## 7.05 FINAL PAYMENT

- A. Final payment. Final applications for payment are due within seven (7) days following Final Completion. Final payment of the unpaid balance of the Contract Sum, except retainage, will be made following Final Completion and within thirty (30) days of the Contractor's submission of an approved final Application for Payment.
- B. Releases required for final payment. The final payment shall not become due until the Contractor delivers to the Port a complete release of all liens arising out of the Contract, as well as an affidavit stating that, to the best of Contractor's knowledge, its release includes all labor and materials for which a lien could be filed. If a Subcontractor of any tier refuses to furnish a release or waiver required by the Port, the Port may (a) retain in the fund, account, or escrow funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay

attorneys' fees, the total of which shall be no less than 150% of the claimed amount, or (b) accept a bond from the Contractor, satisfactory to the Port, to indemnify the Port against the lien. If any such lien remains unsatisfied after all payments from the retainage are made, the Contractor shall refund to the Port all moneys that the Port may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- C. Contractor to hold Port harmless from liens. The Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold harmless the Port from any liens, claims, demands, lawsuits, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs, and expenses, whether direct or indirect, including but not limited to, attorneys' fees and consultants' fees and other costs and expenses, except to the extent a lien has been filed because of the failure of the Port to make a contractually required payment.

#### 7.06 RETAINAGE

- A. Retainage to be withheld. In accordance with RCW 60.28, a sum equal to five percent (5%) of each approved Application for Payment shall be retained. Prior to submitting its first Application for Payment, the Contractor shall exercise one of the options listed below:
1. Retained percentages will be retained by the Port in a fund; or
  2. Deposited by the Port in an interest-bearing account or escrow account in a bank, mutual savings bank, or savings and loan association designated by the Contractor, not subject to withdrawal until after the final acceptance of said improvement or work as completed, or until agreed to by both parties; provided that interest on such account shall be paid to the Contractor. Contractor to complete and submit Port provided Retainage Escrow Agreement (Section 00 61 23.13); or
  3. If the Contractor provides a bond in place of retainage, it shall be in an amount equal to 5% of the Contract Sum plus Change Orders. The retainage bond shall be based on the form furnished in Section 00 61 23 or otherwise acceptable to the Port and duly completed and signed by a licensed surety or sureties registered with the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner. The surety or sureties must be rated at least "A-, FSC(6)" or higher by A.M. Best Rating Guide and be authorized by the Federal Department of the Treasury. Attorneys-in-fact who sign the retainage bond must file with each bond a certified and effective Power of Attorney statement.
- B. Contractor may withhold retainage from Subcontractors. The Contractor or a Subcontractor may withhold not more than five percent (5%) retainage from the monies earned by any Subcontractor or lower-tier Subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Port, the Contractor shall specify the amount of retainage and interest due a Subcontractor.
- C. Release of retainage. Retainage will be withheld and applied by the Port in a manner required by RCW 60.28 and released in accordance with the Contract Documents and statutory requirements. Release of the retainage will be processed in the ordinary course of business within sixty (60) days following Final Acceptance of the Work by the Port provided that no notice of lien has been given as provided in RCW 60.28, that no claims have been brought to the attention of the Port, that the Port has no claims under this Contract, and that release of retention has been duly authorized by the State. The following items must also be obtained prior to release of retainage: pursuant to RCW 60.28, a certificate from the Department of Revenue; pursuant to RCW 50.24, a certificate from the Department of Employment Security; and appropriate information from the Department of Labor and Industries including approved affidavits of wages paid for the Contractor and each subcontractor.

#### 7.07 DISPUTED AMOUNTS

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

#### 7.08 EFFECT OF PAYMENT

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

#### 7.09 LIENS

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

### **ARTICLE 8 - CHANGES IN THE WORK**

#### 8.01 CHANGES IN THE WORK

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

3. A Minor Change in the Work is a written order from the Port directing a change that does not involve an adjustment to the Contract Sum or the Contract Time.
- C. Request for Proposal: At any time, the Port may issue a Proposal Request directing the Contractor to propose a change to the Contract Sum and/or Contract Time, if any, based on a proposed change in the Work. The Contractor shall submit a responsive Change Order proposal as soon as possible, and no later than fourteen (14) days after receipt, in which the Contractor specifies in good faith the extent to which the Contract Sum and/or Contract Time would change. All cost components shall be limited to the manner described in Section 8.02(B). If the Contractor fails to timely respond to a Proposal Request, the Port may issue the change as a Unilateral Change Directive.
1. Fixed price method is default for Contractor Change Order proposal. When the Port has requested that the Contractor submit a Change Order proposal, the Port may specify the basis on which the Contract Sum will be adjusted by the Contractor. The Engineer's preference, unless otherwise indicated, is for changes in the Work to be priced using Lump Sums or Unit Prices or on a time and material (Force Account) basis if unit pricing or lump sums cannot be negotiated or determined. In all instances, however, proposed changes shall include a not-to-exceed price for the change and shall be itemized for evaluation purposes in accordance with Section 8.02(B), as requested by the Engineer.
  2. The Port may accept or reject the Contractor's Change Order proposal, request further documentation, or negotiate acceptable terms with the Contractor. If The Port and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order.
  3. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment. The Port may reject a proposal, in which case the Port may either not effectuate the change or issue a Unilateral Change Directive. The Port will not make payment to the Contractor for any work until that work has been incorporated into an executed Change Order.
- D. Unforeseen Conditions: If the Contractor encounters conditions at the site that are: (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or any soils reports made available by the Port to the Contractor, or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall immediately provide oral notice to the Engineer before conditions are disturbed, followed within 24 hours by an initial written notice. The Contractor shall submit a detailed proposal no later than seven (7) days following discovery of differing site conditions. The Engineer will promptly investigate these conditions and, if the Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost or time required for performance of any part of the Work, will establish a change in the Contract Sum or Contract Time, or both, consistent with the requirements of the Contract Documents. If the Contractor disputes the Engineer's determination, the Contractor may proceed as provided in the dispute resolution procedure (Article 11). No increase to the Contract Sum or the Contract Time shall be allowed if the Contractor does not comply with the contractual requirements or if the Contractor knew, or reasonably should have known, of the concealed conditions prior to executing the Contract.



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

## 8.02 CHANGES IN THE CONTRACT SUM

- A. Port to Decide How Changes are Measured. The Port may elect, in its sole discretion, how changes in the Work will be measured for payment. Change in the Work may be priced on a lump sum basis, through Unit Prices, as Force Account, or by another method documented in the executed Change Order, Unilateral Change Directive, or Minor Change in the Work.
- B. Determination of Cost of Change. The total cost of any change in the Work, including a claim under Article 11, shall not exceed the prevailing cost for the Work in the locality of the Project. In all circumstances, the change in the Work shall be limited to the reasonable, actual cost of the following components:
1. Direct labor costs: These are the actual labor costs determined by the number of additional craft hours at their normal hourly rate necessary to perform a change in the Work. The

hourly cost of labor will be based upon the following:

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

The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design, and in good working condition, and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. No gas surcharges are payable. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost.
  4. Subcontractor costs: These are payments the Contractor makes to Subcontractors for changed Work performed by Subcontractors. The Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section 8.02 and, among other things, shall not include consultant costs, attorneys' fees, or claim preparation expenses.

5. Service provider costs: These are payments the Contractor makes to service providers for changed Work performed by service providers. The service providers' cost of changed Work shall be determined in the same manner as prescribed in this Section 8.02.
6. Markup: This is the maximum total amount for overhead, profit, and other costs, including office, home office and site overhead (including purchasing, project manager, superintendent, project engineer, estimator, and their vehicles and clerical assistants), taxes (except for sales tax on the Contract Sum), warranty, safety costs, printing and copying, layout and control, quality control/assurance, small or hand tools (a tool that costs \$500 or less and is normally furnished by the performing contractor), preparation of as-built drawings, impact on unchanged Work, Change Order and/or claim preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise), added to the total cost to the Port of any Change Order work. No markup shall be due, however, for direct settlements of Subcontractor claims by the Port after Substantial Completion. The markup shall be limited in all cases to the following schedule:
  - a. Direct labor costs -- 20% markup on the direct cost of labor for the party (Contractor or Subcontractor) providing labor related to the change in the Work;
  - b. Direct material costs -- 20% markup on the direct cost of material for the party (Contractor or Subcontractor) providing material related to the change in the Work;
  - c. Construction equipment usage costs -- 10% markup on the direct cost of equipment for the party (Contractor or Subcontractor) providing equipment related to the change in the Work;
  - d. Contractor markup on Subcontractor costs -- 10% markup for the Contractor on the direct cost (excluding markup) of a change in the Work performed by Subcontractors (and for Subcontractors, for a change in the Work performed by lower-tier Subcontractors); and
  - e. Service provider costs -- 5% markup for the Contractor on the direct cost (excluding markup) of a change in the Work performed by service providers.

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

Upon request, the Contractor shall provide the Port with supporting documentation from its insurer or surety of any associated cost incurred. The cost of the insurance or bond premium together shall not exceed 2.0% of the cost of the changed Work.
8. Unit Prices. If Unit Prices are specified in the Contract Documents or established by agreement of the parties for certain Work, the Port may apply them to the changed Work. Unit Prices shall include pre-agreed rates for material quantities and shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit,

bond, and insurance costs arising out of, or related to, the Unit Priced item. Quantities must be supported by field measurement statements signed by the Port, and the Port shall have access as necessary for quantity measurement. The Port shall not be responsible for not-to-exceed limit(s) without its prior written approval.

### 8.03 CHANGES IN THE CONTRACT TIME

- A. Extension of the Contract Time. If the Contractor is delayed at any time in the commencement or progress of the Work by events for which the Port is responsible, by unanticipated abnormal weather (subject to Section 8.03(E) below), or by other causes not the fault or responsibility of the Contractor that the Port determines may justify a delay in the Contract Time, then the Contract Time shall be extended by Change Order for such reasonable time as the Port may determine. In no event, however, shall the Contractor be entitled to any extension of time absent proof of: (1) delay to an activity on the critical path of the Project, or (2) delay transforming an activity to the critical path, so as to actually delay the anticipated date of Substantial Completion.
- B. Allocation of responsibility for delay not caused by Port or Contractor. If a delay was not caused by the Port, the Contractor, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time but not an increase in the Contract Sum.
- C. Allocation of responsibility for delay caused by Port. If a delay was caused by the Port or someone acting on behalf of the Port and affected the critical path, the Contractor shall be entitled to a change in the Contract Time and Contract Sum in accordance with Section 8.02. The Contractor shall not recover damages, an equitable adjustment, or an increase in the Contract Sum or Contract Time from the Port; however, where the Contractor could reasonably have avoided the delay. The Port is not obligated directly or indirectly for damages for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.
- D. Allocation of responsibility for delay caused by Contractor. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.
- E. Adverse weather. If adverse weather is identified as the basis for a claim for additional time, the claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not reasonably have been anticipated and had an adverse effect on the critical path of construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. For a claim based on adverse weather, the Contractor shall be eligible only for a change in the Contract Time (but not a change in the Contract Sum) if the Contractor can substantiate that there was significantly greater than normal inclement weather considering the full term of the Contract Time.
- F. Damages for delay. In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Port for delay beyond the amount permitted in Section 8.02(B), the total combined damages to the Contractor and any Subcontractors of any tier for each day of delay shall be limited to the reasonable, actual costs of the delay for which the Port is wholly responsible. The limitation on damages set forth in this Section does not apply to any damages arising exclusively from delay to which the Contractor is entitled to recover under Section 8.03(F).
- G. Limitation on damages. The Contractor shall not be entitled to damages arising out of loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant under run; trade stacking; reassignment of workers; rescheduling of Work, concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy;

logistics; ripple; season change; extended or increased overhead or general conditions; profit upon damages for delay; impact damages including cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the markup on Change Orders paid through Section 8.02(B).

#### 8.04 RESERVATION OF RIGHTS

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

#### 8.05 UNIT PRICES

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

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

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

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

## 9.02 TERMINATION OF CONTRACT FOR CAUSE BY THE PORT

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

## 9.03 TERMINATION OF CONTRACT FOR CONVENIENCE BY THE PORT

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

## 9.04 TERMINATION OF CONTRACT BY THE CONTRACTOR

- A. Contractor may terminate for cause. The Contractor may terminate the Contract if the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor of any tier, for either of the following reasons:
  - 1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or

2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped.
- B. Procedure for Contractor termination. If one of the reasons described in Section 9.04A exists, the Contractor may, upon seven (7) days' written notice to the Port (during which period the Port has the opportunity to cure), terminate the Contract and recover from the Port payment for Work executed through the date of termination in accordance with the Contract Documents and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit on Work executed and direct costs incurred by reason of such termination. The total recovery of the Contractor shall not exceed the unpaid balance of the Contract Sum.
- C. Contractor may stop the Work for failure of Port to pay undisputed amounts. The Contractor may stop Work under the Contract if the Port does not pay undisputed amounts due and owing to the Contractor within fifteen (15) days of the date established in the Contract Documents. If the Port fails to pay undisputed amounts, the Contractor may, upon fifteen (15) additional days' written notice to the Port, during which the Port can cure, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay, and start-up.

#### 9.05 SUBCONTRACT ASSIGNMENT UPON TERMINATION

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

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

### ARTICLE 10 - BONDS

#### 10.01 CONTRACTOR PERFORMANCE AND PAYMENT BONDS

- A. Contractor to furnish performance and payment bonds. Within fifteen (15) days following its receipt of a notice of award, and as part of the Contract Sum, the Contractor shall secure and furnish duly executed performance and payment bonds using the forms furnished by the Port. The bonds shall be executed by a surety (or sureties) reasonably acceptable to the Port, admitted and licensed in the State of Washington, registered with the Washington State Insurance Commissioner, and possessing an A.M. Best rating of "A-, FSC (6)" or better and be authorized by the U.S. Department of the Treasury. Pursuant to RCW 39.08, the bonds shall be in an amount equal to the Contract Sum, and shall be conditioned only upon the faithful performance of the Contract by the Contractor within the Contract Time and upon the payment by the Contractor of all taxes, fees, and penalties to the State of Washington and all laborers, Subcontractors, and suppliers, and others who supply provisions, equipment, or supplies for the performance of the Work covered by this Contract. The bonds shall be signed by the person or persons legally authorized to bind the Contractor.

- B. On contracts of one hundred fifty thousand dollars or less, at the option of the contractor as defined in RCW 39.10.210, the Port may, in lieu of the bond, retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the Employment Security Department, and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.

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

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

## **ARTICLE 11 - DISPUTE RESOLUTION**

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

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



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

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

## 11.02 MEDIATION

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

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

### 11.03 LITIGATION

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

## ARTICLE 12 - MISCELLANEOUS

### 12.01 GENERAL

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

### 12.02 WAIVER

- A. Waiver must be in writing and authorized by Port. Waiver of any provisions of the Contract Documents must be in writing and authorized by the Port. No other waiver is valid on behalf of the Port.
- B. Inaction or delay not a waiver. No action, delay in acting, or failure to act by the Port shall constitute a waiver of any right or remedy of the Port, or constitute an approval or acquiescence of any breach or defect in the Work, nor shall any delay or failure of the Port to act waive or

otherwise prejudice the right of the Port to enforce a right or remedy at any subsequent time.

- C. Claim negotiation not a waiver. The fact that the Port and the Contractor may consider, discuss, or negotiate a claim that has or may have been defective or untimely under the Contract, shall not constitute a waiver of the provisions of the Contract Documents, unless the Port and the Contractor sign an explicit, unequivocal waiver.

#### 12.03 GOVERNING LAW

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

#### 12.04 COMPLIANCE WITH LAW

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

#### 12.05 ASSIGNMENT

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

#### 12.06 TIME LIMIT ON CAUSES OF ACTION

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

#### 12.07 SERVICE OF NOTICE

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

## 12.08 RECORDS

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

## 12.09 STATUTES

- A. Contractor to comply with Washington statutes. The Contractor shall abide by the provisions of all applicable statutes, regulations, and other laws. Although a number of statutes are referenced in the Contract Documents, these references are not meant to be, and are not, a complete list.
  - 1. Pursuant to RCW 39.06, "Registration, Licensing of Contractors," the Contractor shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27, "Registration of Contractors," and shall satisfy all State of Washington bonding and insurance requirements. The Contractor shall also have a current state Unified Business Identifier number; have industrial insurance coverage for the Contractor's employees working in Washington as required by Title 51 RCW; have an Employment Security Department number as required by Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW; and not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).
  - 2. The Contractor shall comply with all applicable provisions of RCW 49.28, "Hours of Labor."
  - 3. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60, "Discrimination."
  - 4. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92, "Provisions in Buildings for Aged and Handicapped Persons," and the Americans with Disabilities Act.
  - 5. Pursuant to RCW 50.24, "Contributions by Employers," in general, and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for an acceptable bond.
  - 6. The Contractor shall comply with pertinent provisions of RCW 49.17, "Washington Industrial Safety and Health Act," and Chapter 296-155 WAC, "Safety Standards for Construction Work."

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTAL REQUIREMENTS**

- A. Evidence of the required insurance within fifteen (15) days of the issued Notice of Award to the Contractor.
- B. Updated evidence of insurance as required until final completion.

### **1.03 COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE**

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

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

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

- f. By endorsement to the policy, not exclude work within fifty feet of any railroad track;
- 2. Comprehensive Automobile Liability including, but not limited to:
  - a. Bodily Injury Liability;
  - b. Property Damage Liability;
  - c. Personal Injury Liability;
  - d. Owned and Non-Owned Automobile Liability; and
  - e. Hired and Borrowed Automobile Liability.
- 3. Railroad protective liability insurance naming the Port and Tacoma Rail as Insureds with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy must be issued on a standard ISO form CG 00 35 10 93 and include the following:
  - a. Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93);
  - b. Endorsed to include the Limited Seepage and Pollution Endorsement;
  - c. Endorsed to include Evacuation Expense Coverage Endorsement;
  - d. No other endorsements restricting coverage may be added; and
  - e. The original policy must be provided to the Port prior to execution of the Contract; within fifteen (15) days of Notice of Award.
- 4. Contractor's Pollution Liability (CPL) covering claims for bodily injury, property damage and cleanup costs, and environmental damages from pollution conditions arising from the performance of covered operations.
  - a. If the Work involves remediation or abatement of regulated waste to include, but not limited to asbestos containing materials, lead containing products, mercury, PCB, underground storage tanks, or other hazardous materials or substances, the CPL policy shall not exclude such coverage, or a specific policy covering such exposure shall be required from the Contractor and all Subcontractors performing such Work.
  - b. If the Work involves transporting regulated materials or substances or waste, a separate policy or endorsement to the CPL policy specifically providing coverage for liability and cleanup arising from an upset 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(s) on the CPL policy.
- 5. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of

privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

- E. Except where indicated above, the limits of all insurance required to be provided by the Contractor shall be not less than \$2,000,000 for each occurrence. If the coverage is aggregated, the coverage shall be no less than two times the per occurrence or per claim limit. However, coverage in the amounts of these minimum limits shall not be construed as to relieve the Contractor from liability in excess of such limits. Any additional insured endorsement shall NOT be limited to the amounts specified by this Contract, unless expressly waived in writing by the Port.
- F. Contractor shall certify that its operations are covered by the Washington State Worker's Compensation Fund. The Contractor shall provide its Account Number or, if self-insured, its Certificate of Qualification Number. The Contractor shall also provide evidence of Stop-Gap Employers' Liability Insurance.
- G. The Contractor shall furnish, within fifteen (15) days following issuance of the Notice of Award, a certificate of insurance satisfactory to the Port evidencing that insurance in the types and minimum amounts required by the Contract Documents has been secured. The Certificate of Insurance shall be signed by an authorized representative of the insurer together with a copy of the endorsement, which shows that the Port are named as additional insured(s).
- H. Contractor shall provide at least forty-five (45) days prior written notice to the Port of any termination or material change, or ten (10) day's-notice in the case of non-payment of premium(s).
- I. If the Contractor is required to make corrections to the Work after Final Completion, the Contractor shall obtain at its own expense, prior to the commencement of any corrective work, insurance coverage as required by the Contract Documents, which coverage shall be maintained until the corrections to the Work have been completed and accepted by the Port.

#### 1.04 BUILDER'S RISK INSURANCE

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



Builder's Risk policy. Losses up to the deductible amount, and payment of any deductible amount, shall be the responsibility of the Contractor. All tools and equipment not intended as part of the construction or installation (including but not limited to Contractor's equipment and tools) will NOT be covered by the policy.

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

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

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

- A. The Contractor shall pay (and shall ensure that all Subcontractors of any tier pay) all prevailing wages and other wages (such as Davis-Bacon Act wages) applicable to the Project.
- B. Pursuant to RCW 39.12, "Prevailing Wages on Public Works," no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the "prevailing rate of wage" in effect as of the date that bids are due.

- 1. Based on the Bid Date, the applicable effective date for prevailing wages for this Project is September 9, 2021.

- 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.

**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 Parcel 86 Bank Stabilization Project consists of: Installation of sheet pile bulkhead to stabilize select area of the upper bank of the Hylebos Creek above the mean higher high water (MHHW) mark. Work will include site regrading and restoration.

### **1.02 LOCATION**

- A. The work is located at:
  - 3701 Taylor Way
  - Tacoma, WA 98421

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

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

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

- A. Activity Regulations
  - 1. Ensure Contractor personnel deployed to the project become familiar with and follow all regulations or restrictions established by the Engineer.
- B. Working Facility
  - 1. Parcel 86 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 on Parcel 86.
- C. Work Site Regulations
  - 1. Keep within the limits of work and assigned avenues of ingress and egress. Do not enter any areas outside the designated work location unless previously approved by the Engineer. The Contractor must comply with the following conditions:
    - a. Restore all common areas to a clean and useable condition that permits the resumption of Tenant operations after the Contractor ceases daily work.
    - b. Be responsible for control and security of Contractor-owned equipment and materials at the work site. Report to Port Security (phone (253) 383-9472) any missing/lost/stolen property.
    - c. Contractor staging and construction work areas shall be fenced and secured with a locking gate to restrict access when not in use.
    - d. Contractor fencing shall be adequate to maintain the secure perimeter around Parcel 86. Refer to specification Section 01 50 00 and plan Sheet C2.0 for addition detail.
    - e. Ensure all materials, tools and equipment will be removed from the site or secured within the designated laydown area at the end of each shift.

### **1.03 CONSTRAINTS - GENERAL**

- A. Work shall be coordinated with the Engineer.
- B. Parcel 86 operations shall not be impacted by construction activities; tenant operated equipment and vehicles shall have right-of-way at all times.
- C. Refer to Section 01 55 00 Vehicular Access and Parking for construction workers.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 PAYMENT PROCEDURES**

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

### **1.03 PAYMENT PRICING**

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



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

#### 1.04 LUMP SUM MEASUREMENT

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

#### 1.05 MEASUREMENT OF QUANTITIES FOR UNIT PRICES

- A. Measurement Standards:
  - 1. All Work to be paid for at a contract price per unit measurement, as indicated in the Contractor's submitted bid, will be measured by the Engineer in accordance with United States Standard Measures.
- B. Measurement by Weight:
  - 1. Reinforcing steel, steel shapes, castings, miscellaneous metal, metal fabrications, and similar items to be paid for by weight shall be measured by scale or by handbook weights for the type and quantity of material actually furnished and incorporated into the Work.
  - 2. Unless shipped by rail, material to be measured and paid for by weight shall be weighed on sealed scales regularly inspected by the Washington State Department of Agriculture's Weights and Measures Section or its designated representative. Measurement shall be furnished by and at the expense of the Contractor. All weighing, measuring, and metering devices shall be suitable for the purpose intended and shall conform to the tolerances and specifications as outlined in Washington State Department of Transportation Standard Specifications, Division 1, General Requirements, Article 1-09.2, Weighing Equipment.
  - 3. Provide or utilize platform scales of sufficient size and capacity to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed. Combination vehicles may be weighed as separate units provided they are disconnected while being weighed. Scales shall be inspected and certified as often as the Engineer may deem necessary to ascertain accuracy. Costs incurred as a result of regulating, adjusting, testing, inspecting, and certifying scales shall be borne by the Contractor.

4. A licensed weighmaster shall weigh all Contractor-furnished materials. The Engineer may be present to witness the weighing and to check and compile the daily record of such scale weights. However, in any case, the Engineer will require that the Contractor furnish weight slips and daily summary weigh sheets. In such cases, furnish a duplicate weight slip or a load slip for each vehicle weighed, and deliver the slip to the Engineer at the point of delivery of the material.
5. If the material is shipped by rail, the certified car weights will be accepted, provided only actual weight of material will be paid for and not minimum car weights used for assessing freight tariff. Car weights will not be acceptable for material to be passed through mixing plants. Material to be measured by weight shall be weighed separately for each bid item under which it is to be paid.
6. Trucks used to haul material being paid for by weight shall be weighed empty daily and at such additional times as the Engineer may require. Each truck shall bear a plainly legible identification mark. The Engineer may require the weight of the material be verified by weighing empty and loaded trucks on such other scales as the Engineer may designate.

C. Measurement by Volume:

1. Measurement by volume will be by the cubic dimension indicated in the Contractor's submitted bid. Method of volume measurement will be by the unit volume in place or removed as shown on the Contract Drawings or as specified.
2. When material is to be measured and paid for on a volume basis and it is impractical to determine the volume by the specified method of measurement, or when requested by the Contractor in writing and accepted by the Engineer in writing, the material may be weighed in accordance with the requirements specified for weight measurement. Such weights will be converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Resident Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities will be accepted.

D. Measurement by Area: Measurement by area will be by the square dimension shown on the Contract Drawings or as specified. Method of square measurement will be as specified.

E. Linear Measurement: Linear measurement will be by the linear dimension listed or indicated in the Contractor's submitted bid. Unless otherwise indicated, items, components, or Work to be measured on a linear basis will be measured at the centerline of the item in place.

F. Field Measurement for Payment:

1. The Contractor shall take all measurements by providing equipment, workers, and survey crews as required to measure quantities in accordance with the provisions for measurement specified herein. No allowance will be made for specified tolerances.
2. The Engineer will verify all quantities of Work performed by the Contractor on a unit-price basis, for progress payment purposes.

#### 1.06 REJECTED, EXCESS, OR WASTED MATERIALS

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

additional compensation will be permitted for loading, hauling, and disposing of rejected material.

#### 1.07 MEASUREMENT AND PAYMENT

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

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

##### B. Item #2: Project Administration

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

##### C. Item #3: Parcel 86 Bank Stabilization

1. Item Description: The Work of this item encompasses all activities required to complete the Parcel 86 Bank Stabilization Project including but is not limited to site preparation; temporary fencing; tree removal; surveying; bulkhead material purchase, delivery, and installation; site regrading including fill import; and site restoration.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

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

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

#### **END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

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

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

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

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

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

## 1.05 PROPOSAL REQUESTS

- A. Port-Initiated Proposal Requests: The Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. Work Change Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
  2. Contractor shall submit a written proposal within the time specified in the General Conditions. The proposal shall represent the Contractor's offer to perform the requested work, and the pricing set forth within the proposal shall represent full, complete, and final compensation for the proposed change and any impacts to any other Contract Work, including any adjustments in the Contract Time.
    - a. Include a breakdown of the changed work in sufficient detail that permits the Engineer to substantiate the costs.
      - 1) Generally, the cost breakdown should be divided into the time and materials categories listed in the General Conditions under Article 8.02.B for either Lump Sum Proposals or Force Account Proposals.
      - 2) For Unit Price Proposals, include the quantity and description of all work involved in the unit pricing being proposed, along with a not to exceed total cost.
    - b. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or differing site conditions require modifications to the Contract, the Contractor may initiate a claim by submitting a request for a change to the Engineer.
1. Notify the Engineer immediately upon finding differing conditions prior to disturbing the site.
  2. Provide follow-up written notification and differing site conditions proposal within the time frames set forth in the General Conditions.
  3. Provide the differing site condition change proposal in the same or similar manner as described above under 1.05.A.
  4. 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.
  - 2. Refer to Section 01 33 00, Article 3.02 for list of pre-work submittals.

### **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. The Pre-Construction Meeting will be held at the Port of Tacoma Administration Building located at One Sitcum Plaza, if possible. However, based on assessment of current COVID-19 conditions, the Pre-Construction meeting may instead be completed via conference or web-based call.
- B. Weekly Progress Meetings – Progress meetings include the Contractor, Engineer, consultants and others affected by decisions made.
  - 1. The Engineer will arrange meetings, prepare standard agenda with copies for participants, preside at meetings, record minutes and distribute copies within ten working days to the Contractor, meeting participants, and others affected by decisions made.
    - a. The Engineer will approve submitted meeting minutes in writing within 10 working days.

2. Attendance is required for the Contractor's job superintendent, major subcontractors and suppliers, Engineer, and representatives of the Port as appropriate to the agenda topics for each meeting.
3. Standard Agenda
  - a. Review minutes of previous meeting
  - b. Review of work progress
  - c. Field observations, problems, and decisions
  - d. Identification of problems that impede planned progress
  - e. Maintenance of Progress Schedule (3 weeks ahead; 1 week back)
  - f. Corrective measures to regain projected schedules
  - g. Planned progress during succeeding work period
  - h. Coordination of projected progress
  - i. Maintenance of quality and work standards
  - j. Effect of proposed changes on progress schedule and coordination
  - k. Demonstration that the project record drawings are up-to-date
  - l. Other business relating to the work

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 USER ACCESS LIMITATIONS**

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

### **1.03 CONTRACTOR TECHNOLOGY REQUIREMENTS**

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

### **1.04 CONTRACTOR SOFTWARE REQUIREMENTS**

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

### **1.05 CONTRACTOR RESPONSIBILITY**

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

### **1.06 PORT RESPONSIBILITY**

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION**

**3.01 UTILIZATION OF E-BUILDER®**

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

**END OF SECTION**

## **PART 1 GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

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

### **1.03 QUALITY ASSURANCE**

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

### **1.04 SCHEDULE FORMAT**

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

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

## **PART 3 EXECUTION**

### **3.01 BASELINE SCHEDULE**

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

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

### 3.02 PROGRESS SCHEDULE

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

### 3.03 UPDATING SCHEDULE

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

2. Critical Path progress and schedule concerns.
3. Changes to schedule logic or sequencing of the work.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTAL LOG**

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

### **1.03 COMPLIANCE**

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

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

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

### **1.05 SUBMITTAL REVIEW**

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



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

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

## **PART 3 - EXECUTION**

### **3.01 PREPARATION OF SUBMITTALS**

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

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

### 3.02 PRE-WORK SUBMITTALS

- A. Prior to issuance of Notice to Proceed, the following submittals must be submitted and returned to the Contractor as No Exceptions Taken, Make Corrections Noted, Reviewed, or Reviewed as Noted.
  - 1. Baseline Project Schedule per Section 01 32 16 - Construction Progress Schedule
  - 2. List of Contractor and Subcontractor Personnel per Section 00 73 63 – Security Requirements including emergency contacts for each Company on-site
  - 3. Submittal Log per Section 01 33 00 - Submittal Procedures
  - 4. Health and Safety Plan (HASP) and Spill Prevention, Control, and Countermeasures (SPCC) Plan per Section 01 35 29 - Health Safety and Emergency Response
  - 5. List of equipment and written certification per Section 01 35 47 - Air and Noise Control

### 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. Engineering controls/equipment to be used to protect against anticipated hazards;
  - 6. Personal protective equipment and clothing including head, foot, skin, eye, and respiratory protection;
  - 7. Procedures which will be used for:
    - a. Trenching and shoring,
    - b. Hot work,
    - c. Suspicious materials and/or unidentified materials,
  - 8. Site housekeeping procedures and personal hygiene practices;
  - 9. Railroad safety procedures;
  - 10. Administrative controls;
  - 11. Emergency plan including locations of and route to nearest hospital;
  - 12. Recordkeeping including:
    - a. Documentation of appropriate employee training.
  - 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.
- D. The Contractor shall include in the HASP recent requirements associated with the State's COVID-19 Job Site Requirements as noted at in the Appendix D or online at <https://www.governor.wa.gov/sites/default/files/Phase%201%20Construction%20COVID-19%20Safety%20Requirements%20%28final%29.pdf>.

### 1.03 POTENTIAL CHEMICAL HAZARDS

- A. Site Contaminants
  1. The Contractor must provide site workers with Hazard Communication standard information for potential site contaminants (in accordance with WAC 296-843). The Contractor shall ensure that all site workers are aware of and understand this information. Additional information shall also be provided by the Contractor, as necessary, to meet the Hazard Communication Standard and HASP requirements as noted in WAC 296-901-14010 and 296-843. Workers shall be instructed on basic methods or techniques to assist in detecting suspicious material.
- B. 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 construction work, associated hazards, and required precautions.

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

- A. Provide the equipment and supplies necessary to support the work as described in the site-specific HASP. Equipment and supplies may include, but are not limited to:
  - 1. All chemicals to be used on site;
  - 2. A hazardous materials inventory and SDSs for the chemicals brought on site;
  - 3. Fencing and barriers;
  - 4. Warning signs and labels;
  - 5. Trenching equipment;
  - 6. Fire extinguishers;
  - 7. Equipment to support hot work;
  - 8. Personal protective equipment (hard hats, foot gear, skin, eye, and respiratory protection);
  - 9. First aid equipment;
  - 10. Spill response and spill prevention equipment; and
  - 11. Field documentation logs/supplies.

## **PART 3 - EXECUTION**

### **3.01 WORK AREA PREPARATION**

- A. Contractor shall comply with health and safety rules, regulations, ordinances promulgated by the local, state, and federal government, the various construction permits, and other sections of the Contract Documents. Such compliance shall include, but not be specifically limited to: any and all protective devices, equipment and clothing; guards; restraints; locks; latches; switches; and other safety provisions that may be required or necessitated by state and federal safety regulations. The Contractor shall determine the specific requirements for safety provisions and shall have inspections and reports by the appropriate safety authorities to be conducted to ensure compliance with the intent of the regulations.
- B. Contractor shall inform employees, subcontractors and their employees of the potential danger in working with any potentially regulated materials, equipment, soils and groundwater at the project site.
- C. 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.
- D. 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.
- E. 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.

- F. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing within 24 hours after occurrence, to the Engineer, giving full details of the claim.

### 3.02 SITE SAFETY AND HEALTH OFFICER

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

### 3.03 SPILL PREVENTION AND CONTROL

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

state and federal regulations.

4. In the event of any oil or product discharges into public waters, or onto land with a potential for entry into public waters, the Contractor shall immediately notify the Port Security at their listed 24-hour response number:

- a. Port Security: 253-383-9472

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

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

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

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

## **PART 3 – EXECUTION**

### **3.01 AIR POLLUTION CONTROL**

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

### **3.02 NOISE CONTROL**

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

**END OF SECTION**



## **PART 1 – GENERAL**

### **1.01 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 project's activities.
- B. The project is located in an area previously inventoried 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.
- C. The Port will provide archaeological monitoring by or under the guidance of a professional archaeologist (archaeologist), as needed.

### **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"

### **1.03 AUTHORITY OF ARCHAEOLOGIST**

- A. When archaeological monitoring is needed (as determined by the Port), the authority of the archaeologist is as follows:
  - 1. At any time, when the archaeologist determines that possible cultural resources or skeletal remains might be present, they have the authority to stop work, secure the area of the find and determine a work stoppage zone. This area shall remain protected until further decisions can be made regarding the work site.
  - 2. The archaeologist will stand in close proximity of the construction equipment to view subsurface deposits if they are exposed and will be in close communication with the equipment operators to ensure adequate opportunity for observation and documentation. The monitor will coordinate the depths of the lifts with the Port and the Contractor, if applicable.
  - 3. The archaeologist will be provided the opportunity to screen excavated sediments and matrix samples when this is judged to be useful.
  - 4. Archaeological monitoring will proceed until it can be determined by the archaeologists that skeletal remains or other cultural resources are not likely to be impacted by construction activities.

## **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 Port's Engineer and Environmental Project Manager immediately.

4. A work stoppage zone, as determined by the Archaeologist and Port, will be established.
5. The Port's Environmental Project Manager 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 (Corps).
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 Port's Engineer and Environmental Project Manager immediately.
  4. The Environmental Project Manager 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:
  - 1. U.S. Army Corp of Engineers Permit Exemption (Appendix B)
  - 2. Shoreline Substantial Development Permit Exemption (Appendix C)
  - 3. City of Tacoma Building Permit, BLDCN21-0058
- 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. Provide advance notification to the Port of Project schedule and schedule revisions throughout Project duration, in order to allow proper scheduling of inspection visits at proper stages of Work completion.
- B. 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 sanitary facilities,
  - 3. Temporary Controls: Barriers and fencing, and
  - 4. Tree and vegetation protection.

### **1.02 TEMPORARY UTILITIES**

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

### **1.03 TEMPORARY SANITARY FACILITIES**

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

### **1.04 BARRIERS**

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

### **1.05 FENCING**

- A. Perimeter Fencing: Provide 6 ft. (1.8 m) high security fence around construction site to maintain a secure Parcel 86 perimeter, as shown on plan Sheet C2.0. Equip fencing with top-mounted barbed wire and vehicular gate with lock(s).
- B. Laydown/Crane Area Fencing: Provide 6 ft. (1.8 m) high fence around laydown/crane areas, as needed to prevent unauthorized entry/access to areas that could be hazardous to workers or the public. Equip with locking gate.

### **1.06 TREE AND VEGETATION PROTECTION**

- A. The Contractor shall carefully protect existing trees and vegetation noted to remain from damage by construction activities.
- B. All trees and vegetation noted to remain shall have 4' high, high visibility fence installed at the drip line of the tree or vegetation or as noted and shown on the Drawings.
- C. If a tree or vegetation designated for protection is damaged or destroyed in the course of the Work, the Contractor shall replace it with new comparable in species and size as required by the Engineer. Where it is necessary to replace trees or vegetation damaged by construction, the Contractor shall bear all expenses associated with replacement and establishment of the

replacement vegetation.

- D. The contractor shall provide any necessary irrigation and other care necessary to warrant the replacement vegetation for two growing seasons (April through September) following replacement.

#### 1.07 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.

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

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

**END OF SECTION**



## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

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

## **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 operational activities on Parcel 86.
- 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 operational activities on Parcel 86.
- B. Prevent parking on or adjacent to access roads or in non-designated areas.

### **3.05 HAUL ROUTES**

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

### **3.06 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.

### 3.07 REMOVAL, REPAIR

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

### 3.08 PUBLIC STREET AND ONSITE ROADWAY CLEANING

- A. The Contractor shall be responsible for preventing dirt and dust escaping from trucks and other vehicles operating on or departing the project site by sweeping, covering dusty loads, washing truck tires, and all other reasonable methods.

**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 (MS4) for projects less than one acre.

### **1.02 REFERENCES**

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

### **1.03 SUBMITTALS**

- A. Prior to the start of any construction activities, a Construction Stormwater Pollution Prevention Plan (SWPPP), as required by the MS4.
  - 1. The Port has prepared a project SWPPP template that complies with the MS4 requirements. This template is included in Appendix A.
  - 2. Contractor shall comply with a Contractor provided project SWPPP.
  - 3. 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.
- D. Water Management Plan/Temporary Dewatering Plan.

#### 1.04 AUTHORITY OF ENGINEER

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

### **PART 2 – PRODUCTS**

#### 2.01 DUST CONTROL

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

### **PART 3 – EXECUTION**

#### 3.01 GENERAL

- A. The Port is subject to a Phase I Municipal Stormwater Permit (MS4). The Contractor shall be responsible for compliance with the Department of Ecology Western Washington Stormwater Management Manual, Volume II, Construction Stormwater Pollution Prevention for the duration of the project.
- B. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply as determined by the Engineer.
- C. No project discharge of water shall be allowed that exceeds the regulated pollutant levels in Ecology's NPDES permit associated with the Project.
- D. Contractor shall be solely responsible for all BMP modifications and upgrades to comply with the MS4 and the requirements of this Section, at no additional cost to the Port.
- E. Contractor shall be solely responsible for any damages and fines incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this Section.
- F. The Contractor shall be solely responsible for schedule impacts incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this Section.

#### 3.02 TEMPORARY EROSION AND SEDIMENT CONTROL DEVELOPMENT

- A. Contractor shall prepare and submit a site-specific SWPPP prior to initiating ground disturbing activities.
  - 1. The SWPPP describes construction activities and sequencing, and the proposed Temporary and Permanent Erosion and Sediment Control measures. If there are any changes to BMPs or personnel on the site, Contractor must update the SWPPP and be prepared to submit the SWPPP to the Port and Ecology upon request.
  - 2. The SWPPP shall consist of planning, installing, inspecting, maintaining, and removing TESC BMPs per Volume II of the Stormwater Management Manual for Western Washington (current version) or equivalent. The BMPs shown in the Drawings are the

minimum required to prevent pollution of air and water, to control peak volumetric flow rates and velocity of stormwater, and to control, respond to, and dispose of eroded sediment and turbid water during the term of the Contract.

3. A SWPPP template is available to the Contractor for this purpose. The template was prepared by the Port to meet part of the National Pollution Discharge Elimination System (NPDES) stormwater permit requirements for the project. Contractor may use the applicable Port template to prepare the project SWPPP or prepare their own SWPPP. If the Contractor elects to prepare their own SWPPP, it must meet or exceed the control measures required by Ecology (reference Ecology's Stormwater Management Manual for Western Washington, current version).
  4. If Contractor chooses to write a SWPPP separate from the Port-provided SWPPP, it must comply with all of the requirements set forth by the CSGP.
- B. Contractor shall develop project-specific TESC BMPs and incorporate them into the SWPPP. Contractor shall address the following issues as part of developing and implementing the BMPs:
1. TESC BMPs must meet the requirements in Ecology's Volume II of the Stormwater Management Manual for Western Washington (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.
- C. Contractor shall inspect the existing system and report to the Engineer the levels of existing material prior to installation of TESC BMPs.

### 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 clean all stormwater components affected by construction debris prior to Work completion, per TESC BMPs for catch basin maintenance. The cleaning process shall not flush sediment-laden water into a downstream system.
- C. Contractor shall ensure that water, or a dust palliative and a dispensing subcontractor, if needed, is available for project use. It is the responsibility of the Contractor to develop and adhere to appropriate safety measures pertaining to the palliative use. This also includes ensuring the dispensing subcontractor develops and adheres to the appropriate safety measures, if a dispensing subcontractor is used. Water used for dust suppression shall not be applied at such a rate or in a location that it will generate runoff from the site.

- D. Areas of exposed soils, including embankments, which will not be disturbed for two days during the wet season (October 1 through April 30) or seven days during the dry season (May 1 through September 30), shall immediately be stabilized by the Contractor with an Ecology-approved TESC measure (e.g., seeding, mulching, plastic covering, etc.).
- E. TESC measures in an inactive area shall be inspected and maintained by the Contractor until the area is permanently stabilized.
- F. In the event that additional temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the Work as scheduled or as ordered by the Engineer, such work shall be performed by the Contractor at its own expense.
- G. Contractor shall remove all TESC facilities, install permanent site surfacing improvements and permanent BMPs with minimal disturbance, and shall clean stormwater facilities prior to Work completion.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

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

## **PART 2 - PRODUCTS**

### **2.01 NEW PRODUCTS**

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

### **2.02 PRODUCT OPTIONS**

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

## **PART 3 - EXECUTION**

### **3.01 TRANSPORTATION AND HANDLING**

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

### 3.02 STORAGE AND PROTECTION

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

**END OF SECTION**



## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

- A. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project;
  - 2. Integrity of weather exposed or moisture resistant element;
  - 3. Visual qualities of sight exposed elements; and
  - 4. Work of the Port or separate Contractor.

## **PART 2 - PRODUCTS**

### **2.01 PATCHING MATERIALS**

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

## **PART 2 - EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### 3.03 GENERAL INSTALLATION REQUIREMENTS

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

### 3.04 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work;
  - 2. Fit products together to integrate with other work;
  - 3. Match work that has been cut to adjacent work;
  - 4. Repair areas adjacent to cuts to required condition;
  - 5. Repair new work damaged by subsequent work;
  - 6. Remove samples of installed work for testing when requested; and
  - 7. Remove and replace defective and non-conforming work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.

### 3.05 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

**END OF SECTION**

## **PART 1 - GENERAL**

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

- A. The provisions and intent of the contract, including the General Conditions, and General Requirements, apply to this work as if specified in this section. Coordinate related requirements in other sections of the specifications, including but not limited to the following.
  - 1. Section 01 33 00 – Submittal Procedures
  - 2. Section 01 77 00 – Closeout Procedures
  - 3. Section 31 41 16 – Steel Sheet Piling

### **1.02 DESCRIPTION OF WORK**

- A. This section describes the general requirements for site surveying and grade control including pre-construction surveys, construction progress surveying, and post-construction surveys. In addition, the work includes requirements for record keeping, documenting utilities and underground installations, keeping as-built records, and submittals. Refer to individual specification sections for other detailed survey requirements.

### **1.03 QUALITY ASSURANCE**

- A. All survey work that establishes control points, monuments, or benchmarks, or ties into existing legal survey monuments or legal evidence, shall be performed by Professional Land Surveyor currently registered in the State of Washington.
- B. All surveys used for verification of pay quantities shall be performed by a Professional Land Surveyor currently registered in the State of Washington.
- C. The Port reserves the right to retain an independent surveyor to periodically check Contractor surveys. Surveying performed by the Port will be at no cost to the Contractor.
- D. The drawings contain detailed existing legal survey control, project control, monument data, benchmark information, and survey notes. This information shall be reviewed for suitability, accuracy, and consistency with the work before surveying of any kind is undertaken.

### **1.04 SURVEY VERTICAL DATUM AND HORIZONTAL DATUM**

- A. The project vertical datum and horizontal datum are provided on the drawings.

### **1.05 SUBMITTALS**

- A. General:
  - 1. Name, address, contact information, and a statement of qualifications of the Professional Land Surveyor who shall be responsible for stamping and signing all relevant work in the contract documents.
  - 2. Upon request, field notes and documentation verifying accuracy of survey work including any interim or progress surveys by the Contractor.
  - 3. Project survey data, stored as electronic files on a compact disc formatted as a) DWG; b) TIF; c) PDF; d) ASCII Text file; and printed to bond paper. At a minimum, data for each survey point shall include a sequential reference number, the elevation, and appropriate northing and easting coordinates.
  - 4. Field notes, drawings, and survey point data used for quantity computations which support progress payment quantities.

B. Pre-Construction Surveying:

1. Establish local horizontal and vertical control on the project site. Ensure closure of all survey loops. Surveys shall use the same vertical datum and horizontal coordinate system as the contract drawings. Submit closure calculations for additional horizontal and vertical control established.
2. Determine and mark the line which denotes the layout line of the new sheet pile bulkhead.
3. Immediately bring any conflicts between observed existing conditions and the survey data contained within the contract documents to the attention of the Engineer, and obtain the Engineer's direction before proceeding with the affected work.

C. Progress Surveying:

1. Perform progress surveys to verify that the contract requirements have been met prior to proceeding to the next work activity or sequence.

D. Post-Construction Surveying:

1. Upon completion of all work activities, conduct a topographic survey of the site and produce a finished site plan drawing at a scale of 1 inch equals 50 feet and a contour interval of 0.5 foot. The post-construction survey, at a minimum, shall show all constructed features and tie-ins to existing infrastructure or grades.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION**

3.01 GENERAL

- A. Verify locations of survey control points prior to starting work. Immediately notify the Engineer in writing of any discrepancies discovered.
- B. Mark and protect survey control points prior to starting site work. Make no change without prior written notice to the Engineer.
- C. Immediately report to the Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- D. Replace or relocate dislocated survey control points, or establish new control points, based on original survey control at no added cost to the Port.

3.02 PROCEDURES

- A. Contractor survey procedures (positioning modes, equipment calibration, and data reduction, adjustment, processing, and plotting) shall conform to industry standards.
- B. Failure to perform and process such surveys in accordance with recognized standards will result in a rejection and nonpayment for work performed.
- C. All systems, methods, and procedures shall be described in the work plan and weekly meetings and be subject to the Engineer's approval.

3.03 UNDERGROUND UTILITIES

- A. The Contractor shall be responsible for locating all underground utilities and notifying all underground utility companies prior to commencing work. Use a locate service and excavation methods to locate to expose existing utilities.

- B. The Contractor shall be responsible for providing As-Built Drawings showing accurate locations of utilities installed or relocated as part of the work.

#### 3.04 NEW CONSTRUCTION

- A. Establish and maintain design geometry, lines, and grades as shown on the contract documents.
- B. Develop and make all detailed surveys necessary for construction of new work, including the setting of work points, locations of existing structures, and verification of topographic features. Ensure the work is installed in accordance with the contract documents.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

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

## **PART 3 - EXECUTION**

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

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

- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.02 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
    - f. Remove labels that are not permanent.

### 3.03 REPAIR OF WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surface, and touching up with matching materials. Where damaged or worn items cannot be repaired or restored, provide replacements. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

### END OF SECTION

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. This section includes construction waste management requirements.

### **1.02 DEFINITIONS**

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

### **1.03 PERFORMANCE GOALS**

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



4. Co-mingled CDL recycling

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

1.04 QUALITY ASSURANCE

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION**

3.01 SOURCE-SEPARATED CDL RECYCLING

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

3.02 CO-MINGLED CDL RECYCLING

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

3.03 LANDFILL

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

3.04 REMOVAL OF CDL WASTE FROM PROJECT SITE

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 ACTION SUBMITTALS**

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

### **1.03 PROJECT SUBMITTALS**

- A. Submittal of Project Warranties
- B. Record Drawings
  - 1. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous recordkeeping requirements and submittals in connection with various construction activities.

### **1.04 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request:
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Port unrestricted use of the Work.
  - 2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, final certifications, and similar documents.
- 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. Terminate and remove temporary facilities from Project site
  - 2. 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.

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

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

#### 1.06 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete and submit the following:
  1. Submittal of all remaining items, including as-built documents, 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 7 days prior to date the work will be complete and ready for final inspection and tests. On receipt of request, the Engineer will either proceed with inspection or notify contractor of unfulfilled requirements.
  1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- C. Execution of all Change Orders.

#### 1.07 FINAL ACCEPTANCE PROCEDURES

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

### **PART 2 - PRODUCTS**

#### 2.01 CONTRACTOR'S WARRANTY

- A. The Contractor warrants the labor, materials and equipment delivered under the contract to be free from defects in design, material, or workmanship, and against damage caused prior to final inspection. Unless otherwise specified, this warranty extends for a period of one (1) year from the date of Substantial Completion.

1. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit the Port's rights under warranty.
  2. Submit Warranties to the Engineer as a submittal, as described in 01 33 00 – Submittal Procedures.
- B. In the event of failure of the Work, during such time or in such a location that immediate repairs are mandatory, the Contractor shall respond promptly (within 48 hours), irrespective of day of the week. If the Contractor is not available, the Port will affect repairs. The Contractor shall then reimburse the Port for parts and labor necessary to correct deficiencies as defined within the warranty clause and time.

## 2.02 AS-BUILT DRAWINGS

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

## PART 3 – EXECUTION

### 3.01 MAINTENANCE OF AS-BUILT DRAWINGS

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. The Work of this section includes furnishing all necessary material, labor, and equipment for completing and inspecting shop and field welding of metal fabrications, including carbon steel and stainless steel in conformance with these Specifications and to the dimensions indicated in the Drawings.
- B. This section also includes providing the welding material and methods of joining miscellaneous and structural metals.
- C. Welding of steel sheet piles will not be permitted without prior approval by the Engineer.

### **1.02 RELATED WORK DESCRIBED ELSEWHERE**

- A. The provisions and intent of the Contract, including Division 01 Specification Sections, apply to this Work as if specified in this section. Work related to this section is described in:
  - 1. Section 05 50 00, Metal Fabrications
  - 2. Section 09 96 00, High-Performance Coatings
  - 3. Section 31 41 16, Steel Sheet Piling

### **1.03 REFERENCE STANDARDS**

- A. General
  - 1. The Contractor shall comply with provisions of all local, state, and federal codes, specifications, standards, and recommended practices.
  - 2. The publications listed below form a part of this section to the extent referenced.
  - 3. Where a date is given for reference standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of Bid Advertisement shall be used.
- B. American Institute of Steel Construction (AISC)
  - 1. AISC Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings (AISC 360)
  - 2. AISC Seismic Design Manual, Appendix W
- C. American Welding Society (AWS)
  - 1. AWS A5, Structural Welding Code – Committee on Filler Metals and Allied Materials
  - 2. AWS D1.1, Structural Welding Code – Steel
  - 3. AWS D1.4, Structural Welding Code – Reinforcing Steel
  - 4. AWS D1.6, Structural Welding Code – Stainless Steel
  - 5. AWS D19.0, Structural Welding Code – Welding Zinc Coated Steel
  - 6. AWS/ANSI Z49.1, Safety in Welding, Cutting, and Allied Processes
- D. ASTM International (ASTM)
  - 1. ASTM A36/A36M, Standard Specification for Carbon Structural Steel

2. ASTM A572/A572M, Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
3. ASTM A780/A780M, Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
4. ASTM A992/A992M, Standard Specification for Structural Steel Shapes

E. Washington Association of Building Officials (WABO)

#### 1.04 SUBMITTALS

- A. The Contractor shall submit all submittals in accordance with the requirements of Section 01 33 00, Submittal Procedures.
- B. Submit the following:
  1. Welder qualifications/certifications
  2. Structural steel shop and erection drawings per Section 5 and Appendix W of AISC 360
  3. Miscellaneous metal shop drawings
  4. Welding Procedure Specifications (WPSs) and Procedure Qualification Records for all types and positions to be performed
  5. Product data sheets for electrodes and shield gas
  6. Electrode manufacturer's certifications
  7. Samples of compatible Electrodes for welding stainless steel
  8. Certificates of Compliance for weld material
  9. Welding inspection and test reports
  10. Certificates from AISC-approved fabricator

#### 1.05 QUALITY ASSURANCE

- A. Qualifications
  1. Welder Qualifications
    - a. All welders and welding operators are required to be currently certified in accordance with AWS D1.1, D1.2, D1.4, and/or D1.6 and WABO as applicable for structural welding for the processes and positions to be performed. The Contractor shall submit proof of certification tests and having witness of certification by an independent laboratory and inspection service reviewed and accepted by the Engineer in accordance with Section 01 33 00, Submittal Procedures.
    - b. Contractor may submit a request to allow uncertified apprentice welders to perform welding under the supervision of a certified welding operator. Any such request shall be submitted as a substitution in accordance with Section 01 33 00, Submittal Procedures.
    - c. Contractor shall require any welder to retake the test when, in the opinion of the Engineer, the Work of the welder creates a reasonable doubt as to the proficiency of the welder.
    - d. All such tests shall be made using the same filler metal as that to be used in actual fabrication.

- e. If the welder has not been engaged in the welding process for 3 or more months, re-qualify the welder before permitting him/her to do structural welding Work.
  - 2. Contractor shall submit all WPSs to be used by the Contractor on the Project. For WPSs that are not prequalified per AWS D1.1, D1.4, or D1.6, the supporting Procedure Qualification Record shall also be submitted with the WPS.
- B. Certifications
- 1. Contractor supplying welding filler metal and shielding gas products shall submit copies of all manufacturer's certifications for all electrodes, fluxes, and shielding gases to be used. Certifications shall satisfy the applicable AWS A5 requirements. Contractor shall also submit the manufacturer's product data sheets for all welding material to be used. Data sheets shall describe the product, limitations of use, recommended welding parameters, and storage and exposure requirements, including baking and rebaking, if applicable.
  - 2. Certificate of Compliance: For all welding electrodes used on the Project, Contractor shall submit a Certificate of Compliance. The Certificate of Compliance shall be a letter stating that the Contractor has reviewed the submitted manufacturer's certifications and test reports, and that the materials being furnished for the Project are in conformance with the applicable standards, Specifications, and Contract Documents.
- C. Testing and Inspection
- 1. The Engineer will provide the services of a qualified independent agency to perform shop and field welding inspections. The inspection procedures, techniques, methods, acceptance criteria, and inspector qualifications shall be in accordance with AWS D1.1, D1.4, or D1.6. Testing and inspection shall apply to welding performed in the shop and in the field.
  - 2. All welds shall be visually inspected before, during, and after completion of welding. Contractor shall provide notice to the Engineer a minimum of 7 Days prior to conducting Work that requires the services of either a shop welding inspector or field welding inspector.
  - 3. Contractor shall provide the Engineer's inspector access to manufacturing facility, at no cost to the Port.

#### 1.06 PRODUCT HANDLING

- A. Welding electrodes shall be packaged, stored, and used in a manner consistent with AWS D1.1, AWS D1.4, and AWS D1.6 and the electrode manufacturer's specifications.

#### 1.07 PROJECT CONDITIONS

- A. Protection
  - 1. Take all precautions required to protect personnel and property.
  - 2. Carefully mask or shield all adjacent surfaces to prevent damage from heat or welding materials.
  - 3. Take particular care to prevent fires.
  - 4. When welding finished assemblies adjacent to or above finished materials, protect surfaces from damage due to welding.
  - 5. All exposed galvanized surfaces must be painted with protective coating.



6. Follow best management practices to prevent grindings, cuttings, filings, and other metal debris from entering the waterway and stormwater system.
- B. Replacements
1. Repair or replace damaged Work, if any, to the acceptance of the Engineer and at no additional cost to the Port.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Welding materials shall comply with the applicable requirements of AWS D1.1, AWS D1.4, or AWS D1.6 and applicable requirements of AWS filler material specifications.
- B. Items and equipment for welding, electrodes, welding wire, and fluxes shall be capable of producing satisfactory welds when using qualified welding procedures.
- C. Weld metal toughness shall be reported on the filler metal manufacturer's Certificate of Compliance. All filler metal shall have a minimum Charpy Vee Notch value of 20 foot-pounds at 0°F, except at metal deck welding, stair and handrail welding, and light gage steel welding.
- D. Demand Critical Welds shall use filler metal with a minimum Charpy Vee Notch value of 20 foot-pounds at -20°F and 40 foot-pounds at 70°F.
- E. See individually referenced Specification sections for metals to be welded.
- F. Electrodes
  1. ARC welding electrodes shall be low hydrogen E70 series for ASTM A36/A36M, ASTM A57/A572M2, and ASTM A992/A992M materials.
  2. Electrodes shall be compatible with material to be welded.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Welding
  1. Shape edges to be joined as indicated in the Drawings; prepare and clean edges of all oil, grease, scale, and rust in accordance with AWS D1.1.
  2. Tack welds, air-arc gouging and flame cutting shall not be performed without adequate preheat or incorporation into the final weld.
- B. Protection
  1. The Work shall comply with all local, state, and federal regulations regarding safety, including all applicable portions of OSHA and state safety standards for construction work.
  2. Conform to ANSI Z49.1, "Safety in Welding, Cutting, and Allied Processes," published by AWS.
  3. Follow "Safe Practices" recommended in Annex J of AWS D1.1.
- C. Reinforcing Steel
  1. See structural notes for welding of reinforcing bars to other bars or plates, angles, and similar shapes.
  2. Conform to requirements of referenced Structural Welding Code - Reinforcing Steel, AWS D1.4.

D. Stainless Steel

1. See structural notes for welding of reinforcing bars to other bars or plates, angles, and similar shapes.
2. Conform to requirements of referenced Structural Welding Code - Stainless Steel, AWS D1.6.

3.02 WELDING PROCEDURES

- A. Clean and weld in accordance with referenced AISC Specifications Section 1.17 and AWS D1.1, AWS D1.4, or AWS D1.6, as appropriate.

3.03 CLEANING

- A. Remove all slag or flux remaining on beads in accordance with AWS.
- B. Remove cracks or blowholes appearing on beads, if any, in accordance with AWS.
- C. Use methods such as chipping, grinding, or gas gouging in accordance with AWS.
- D. Unless noted otherwise, remove steel backing and weld tabs from exposed steel.

3.04 REPAIR

- A. Making weld repairs or replacements shall be the responsibility of the Contractor and shall be at no additional cost to the Port.
- B. Weld repairs or replacements on Partial Joint Penetration welds shall be performed in accordance with AWS D1.1, Section 6.
- C. Repair all damaged finishes as directed by the Engineer, or replace damaged items at no additional cost to the Port. Corrections and repairs shall be in accordance with AWS D1.1. All exposed galvanized surfaces shall be coated, damage to galvanized metal due to welding or otherwise shall be repaired by using approved epoxy coating. Damage to epoxy coatings shall be in accordance with the requirements of Section 09 96 00, High-Performance Coatings.

3.05 FIELD QUALITY CONTROL

- A. An independent testing agency hired by the Engineer will perform Field Quality Control.
- B. Visually inspect all field-welded connections.
- C. Replace any material or fabrication which is found to be defective or not in accordance with the Drawings and Specifications, at no cost to the Port.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. The extent and location of the metal fabrication Work is indicated in the Drawings. The Work includes the requirements for providing all miscellaneous iron, steel, or stainless steel, including all bolts, nuts, and other appurtenances not specifically described in other sections of these Specifications but required for a complete and operable facility.

### **1.02 RELATED WORK DESCRIBED ELSEWHERE**

- A. The provisions and intent of the Contract, including Division 01 Specification Sections, apply to this Work as if specified in this section. Work related to this section is described in the following:
  - 1. Section 05 05 23.16, Structural Welding
  - 2. Section 09 96 00, High-Performance Coatings
  - 3. Section 31 41 16, Steel Sheet Piling

### **1.03 REFERENCE STANDARDS**

- A. General
  - 1. Contractor shall comply with the provisions of all local, state, and federal codes, specifications, standards, and recommended practices.
  - 2. The publications listed below form a part of this Specification to the extent referenced.
  - 3. Where a date is given for reference standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of Bid Advertisement shall be used.
- B. American Institute of Steel Construction (AISC)
  - 1. AISC 303, Code of Standard Practice for Steel Buildings and Bridges (AISC Manual of Steel Construction)
  - 2. AISC 325, Steel Construction Manual
  - 3. AISC 326, Detailing for Steel Construction
- C. American Iron and Steel Institute (AISI)
  - 1. AISI C1018, Steel, Cold Drawn, High Temperature, Stress Relieved
- D. American National Standards Institute (ANSI)
  - 1. ANSI B18.6.1, Wood Screws (Inch Series)
  - 2. ANSI B18.6.3, Machine Screws and Machine Screw Nuts
  - 3. ANSI B18.22.1, Plain Washers
- E. American Welding Society (AWS)
  - 1. AWS A2.4, Standard Symbols for Welding, Brazing, and Nondestructive Examination; American Welding Society; 1998
  - 2. AWS D1.1/D1.1M, Structural Welding Code – Steel; American Welding Society
  - 3. AWS D1.3/D1.3M, Structural Welding Code – Sheet Steel
  - 4. AWS D1.6/D1.6M, Structural Welding Code – Stainless Steel

F. ASME International (ASME)

1. ASME B18.2.1, Square and Hex Bolts and Screws (Inch Series)
2. ASME B18.2.2, Nuts for General Applications: Machine Screw Nuts, Square, Hex Flange, and Coupling Nuts (Inch Series)
3. ASME B18.6.2, Slotted Head Cap Screws, Square Head Set Screws, and Slotted Headless Set Screws (Inch Series)
4. ASME B18.6.3, Machine Screws, Tapping Screws, and Machine Drive Screws (Inch Series)
5. ANSI B18.21.1, Lock Washers (Inch Series)
6. ANSI B18.22.1, Plain Washers (Inch Series)
7. ASME B46.1, Surface Texture, Surface Roughness, Waviness, and Lay

G. ASTM International (ASTM)

1. ASTM A6, Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
2. ASTM A29/A29M, Standard Specification for General Requirements for Steel Bars, Carbon and Alloy, Hot-Wrought
3. ASTM A36/A36M, Standard Specification for Carbon Structural Steel
4. ASTM A47/A47M, Standard Specification for Ferritic Malleable Iron Castings
5. ASTM A53/A53M, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
6. ASTM A108, Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished
7. ASTM A153/A153M, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
8. ASTM A167, Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip
9. ASTM A193/A193M, Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications
10. ASTM A242, Standard Specification for High Strength Low-Alloy Structural Steel
11. ASTM A276/A276M, Standard Specification for Stainless Steel Bars and Shapes
12. ASTM A307, Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength
13. ASTM A449, Standard Specification for Hex Cap Screws, Bolts and Studs, Steel, Heat Treated, 120/105/90 kilopounds per square inch (ksi) Minimum Tensile Strength, General Use
14. ASTM A489, Standard Specification for Carbon Steel Lifting Eyes
15. ASTM A490, Standard Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength
16. ASTM A500/A500M, Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes

17. ASTM A501, Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
  18. ASTM A525, Standard Specification for General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process
  19. ASTM A563, Standard Specification for Carbon and Alloy Steel Nuts
  20. ASTM A1016/A1016M, Specification for General Requirements for Ferritic Alloy Steel, Austenitic Alloy Steel, and Stainless Steel Tubes
  21. ASTM B108/B108M, ASTM A1016/A1016M, Specification for General Requirements for Ferritic Alloy Steel, Austenitic Alloy Steel, and Stainless Steel Tubes
  22. ASTM C1513, Standard Specification for Steel Tapping Screws for Cold-Formed Steel Framing Connections
  23. ASTM D1187, Standard Specification for Asphalt-Base Emulsions for Use as Protective Coatings for Metal
  24. ASTM F436/F436M, Standard Specification for Hardened Steel Washers
  25. ASTM F593, Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs
  26. ASTM F594, Standard Specification for Stainless Steel Nuts
  27. ASTM F844, Standard Specification for Washers, Steel, Plain (Flat), Unhardened for General Use
  28. ASTM F959/F959M, Standard Specification for Compressible-Washer-Type Direct Tension Indicators for Use with Structural Fasteners
  29. ASTM F1554, Standard Specification for Anchor Bolts, Steel, 36, 55, and 105 ksi Yield Strength
  30. ASTM F2329/F2329M, Standard Specification for Zinc Coating, Hot-Dip, Requirements for Application to Carbon and Alloy Steel Bolts, Screws, Washers, Nuts, and Special Threaded Fasteners
- H. Nickel Development Institute (NiDI)
1. NiDI No. 9014, Design Guidelines for the Selection and Use of Stainless Steel
- I. Society for Protective Coatings (SSPC)
1. SSPC PA 1, Shop, Field, and Maintenance Coating of Metals
  2. SSPC SP 1, Solvent Cleaning
  3. SSPC SP 2, Hand Tool Cleaning
  4. SSPC SP 3, Power Tool Cleaning
  5. SSPC SP 6, Commercial Blast Cleaning
- J. Southern California Air Quality Management District (SCAQMD)
1. SCAQMD Rule 1107, Coating of Metal Parts and Products
  2. SCAQMD Rule 1113, Architectural Coatings
- K. Specialty Steel Industry of North America (SSINA)
1. SSINA, Designer Handbook of Stainless Steel Fabrication

- L. Military Standards (MIL-STD)
  - 1. MIL-STD-889B, Dissimilar Metals

#### 1.04 SUBMITTALS

- A. Contractor shall submit all submittals in accordance with the requirements of Section 01 33 00, Submittal Procedures.
- B. Shop Drawings
  - 1. Embedments
  - 2. Angles and plates
  - 3. Washers, bolts, nuts, and fasteners
- C. Submit fabrication drawings showing layout(s), connections to structural system, and anchoring details.
- D. Submit templates, erection and installation drawings indicating thickness, type, grade, class of metal, and dimensions. Show construction details, reinforcement, anchorage, and installation.
- E. Certification of approved fabrication facility by ICC/IAS.
- F. Samples
  - 1. None

#### 1.05 QUALITY ASSURANCE

- A. See Section 05 05 23.16, Subparagraph 1.05-A.1.a, for welding process and welding operator requirements. Use procedures, materials, and equipment of the type required for the Work. See Section 05 05 23.16, Structural Welding, for welding quality assurance procedures.
- B. Shop fabrication of steel members shall be performed in an AISC Certified Fabrication Plant, Category Std. Submit AISC fabrication plant quality certification.
- C. Maintain one copy of each submittal document on the Site.
- D. Before assembly, surfaces to be in contact with each other shall be thoroughly cleaned. All parts shall be assembled accurately as indicated in the Drawings and the shop drawings. Light drifting will be permitted to draw parts together, but drifting to match unfair holes will not be permitted. Any enlargement of holes necessary to make connections in the field shall be done by reaming with twist drills, subject to approval of the Engineer. Enlarging holes by burning will not be permitted.
- E. Use of salvage, reprocessed or scrap materials will not be permitted.
- F. Use proper precaution and follow best management practices to ensure that grindings, cuttings, filings, and other metal debris do not enter the waterway and stormwater system.

#### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Metal fabrications Work shall be stored on blocking so that no metal touches the ground and water cannot collect thereon. The material shall be protected against bending under its own weight or superimposed loads.
- B. Remove all marks made during fabrication and erection on metal exposed to view.
- C. Protect metal materials from corrosion, deformation, and other types of damage. Store items in an enclosed area free from contact with soil, grease, and other bond breaking coatings and

from exposure to weather. Remove and replace damaged items with new items.

## **PART 2 - PRODUCTS**

### **2.01 METALWORK MATERIALS**

- A. Metalwork materials shall conform to the requirements in this section unless noted otherwise in the Drawings.
- B. Carbon Steel Products
  - 1. Carbon Steel Angles, Channels, Plates, and Miscellaneous Metals shall conform to ASTM A36/A36M, Grade 60.
- C. Stainless Steel Products
  - 1. Stainless steel listed types shall conform to the chemical and physical properties as specified in NiDI Design Guidelines for the Selection and Use of Stainless Steel.
  - 2. Stainless Steel Angles, Channels, Plates, and Miscellaneous Metals shall conform to ASTM A276/A276M, Type 316 or 316L for welded components.
  - 3.  $F_y = 51 \text{ ksi}$ ,  $F_u = 65 \text{ ksi}$

### **2.02 FASTENERS**

- A. Only stainless steel fasteners are permitted. No galvanized or zinc-coated fasteners shall be used.
- B. Provide dielectric separation when using stainless steel hardware with dissimilar metals.
- C. Common Grade Bolts
  - 1. Stainless steel bolts shall conform to ASTM F593, Type 316 or 316L, unless noted otherwise in the Drawings.
  - 2. Nuts shall be the same alloy group as the respective bolt. Nuts shall conform to ASTM F594, Type 316 or 316L.
  - 3. Washers shall be flat circular, rectangular, or square beveled washers and shall conform to ASTM F844 and ANSI B18.22.1. Washer finish shall match nut.
- D. Screws shall conform to the requirements of ASME B18.2.1, ASME B18.6.2, ASME B18.6.3, and ASTM C1513.

### **2.03 OTHER FABRICATION MATERIALS**

- A. All other materials not specifically described but required for a complete and proper installation shall be new, free from rust, best quality of their respective kinds, and subject to the review and acceptance of the Engineer.

### **2.04 WELDING MATERIALS**

- A. Welding materials shall conform to the requirements of Section 05 05 23.16, Structural Welding.

### **2.05 FABRICATION**

- A. Insofar as practicable, shop-prefabricate all items complete and ready for installation. Fabrication must be in accordance with the applicable provisions of AISC 325. For stainless steel, fabrication shall be modified by the recommendations in the SSINA Designer Handbook for Stainless Steel Fabrication.
- B. Punch, subpunch and ream, or drill bolt holes perpendicular to the surface of the member.

C. Markings

1. Prior to erection, members must be identified by a painted erection mark. Do not locate erection markings on areas to be welded.
2. Connecting parts assembled in the shop for reaming holes in field connections must be match-marked with scratch and notch marks. Do not locate match markings in areas that will decrease member strength or cause stress concentrations.

D. Welding

1. Tack welds, air-arc gouging, and flame cutting shall not be performed without adequate preheat or incorporation into the final weld.
2. The filler metal manufacturer's published recommendations shall be the basis for determining the allowable range of essential variables for a prequalified WPS. Unless noted otherwise in the Drawings, back-up bars for complete joint penetration welds shall be removed, followed by backgouging and backwelding.
3. High Strength Bolting: All high-strength bolted connections shall be Slip Critical type connections, unless noted otherwise.

- E. Vent and drain holes shall be located such that water cannot become entrapped in the fabrication after installation. Holes shall be 1/2 inch in diameter, unless noted otherwise in the Drawings, and all hole locations shall be indicated on shop drawings. Hole size and location shall not affect structural integrity.

## 2.06 FINISH FOR FERROUS SURFACES

- A. Galvanizing of fabricated steel and use of zinc-rich coatings is prohibited. All exposed galvanized surfaces shall be painted with an epoxy coating.
- B. All steel sections, plates, and hardware, excluding ASTM A690 steel sheet piling and stainless steel components and structural bolts, shall be cleaned in accordance with the requirements of SSPC SP 1 to remove oil, grease, and other contaminants and SSPC SP 3 for a minimum surface profile of 2 mils per coating manufacturer's instructions. Clean to the requirements of SSPC SP 6 as indicated in the Drawings or as required to prepare surfaces in accordance with manufacturer's instructions for epoxy coating.
- C. Steel, except steel fabricated from ASTM A690 steel or stainless steel, that is exposed to view and weather shall be epoxy-coated as shown in the Drawings.
- D. Epoxy Coating
1. Epoxy coating shall be in accordance with the requirements of Section 09 96 00, High-Performance Coatings.

## PART 3 - EXECUTION

### 3.01 PREPARATORY REVIEW

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication and indicate measurements in shop drawings.
1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating metal fabrications without field measurements. Coordinate wall and other contiguous construction to ensure that actual dimensions correspond to established dimensions.



2. Provide allowance for trimming and fitting at the Site.

B. Inspection

1. Prior to all Work of this section, carefully inspect the installed Work of all other trades affecting this Work and verify that all such Work is complete to the point where this installation may properly commence.

C. Discrepancies

1. In the event of a discrepancy, do not proceed with fabrication or installation until resolved by the Engineer.

### 3.02 FABRICATION

- A. All miscellaneous metal shall be fabricated in accordance with the reviewed and accepted shop drawings and shall be true and accurate in shape, size, and profile. Make angles and lines continuous and straight. Make curves consistent, smooth, and unfaceted.
- B. All field-fabrication must employ best management practices (use of tarps or other protective barrier) to prevent grindings, cuttings, filings, and metal debris from entering the waterway.
- C. Unless otherwise indicated in the Drawings, shop weld all connections. All joints shall be tightly fitting, securely fastened, square, plumb, straight, and true.
- D. Drill or punch all holes required for the attachment of Work of other trades and for bolted connections. Flame-cut holes are not acceptable.
- E. All exposed edges shall be beveled and/or rounded to eliminate sharp edges and corners.
- F. All exposed galvanized surfaces shall be painted with an epoxy coating.

### 3.03 WELDING

- A. All welding and welding inspection shall be performed in accordance with the requirements of Section 05 05 23.16, Structural Welding. Use continuous welds on all exposed connections. Grind visible welds smooth in the finished installation.

### 3.04 STEEL COATINGS

- A. All carbon steel fabrications, excluding ASTM A690 steel or unless noted otherwise in the Drawings or in these Specifications, shall be painted in accordance with the requirements of Section 09 96 00, High-Performance Coatings.
- B. Do not heat surfaces to which repair paint has been applied.

### 3.05 FINISHES

- A. Dissimilar materials: Where dissimilar metals as defined by MIL-STD-889B are in contact, or where absorptive materials subject to wetting, protect surfaces with a corrosion-inhibiting, high-solids alkyd primer coat conforming to FS TT-P-664D to prevent galvanic or corrosive action. Alkyd is not to be used on metal in contact with concrete or masonry.
- B. Field preparation: Remove rust-preventive coating just prior to field erection, using a remover approved by the rust-preventive manufacturer. Surfaces, when assembled, shall be free of rust, grease, dirt, and other foreign matter.
- C. Existing or new surfaces to be painted: Grind all surfaces that may have angular edges and round such edges so that applied coatings do not encounter angular edges, thus reducing the coating's ability to adhere to such surfaces.

- D. Environmental conditions: Do not clean or paint surface when damp or exposed to foggy or rainy weather, when metallic surface temperature is less than 5°F above the dew point of the surrounding air, or when surface temperature is below 45°F or more than 95°F, unless approved by the Engineer. All exposed galvanized surfaces must be painted with protective coating.

### 3.06 ERECTION

- A. Erect and install all miscellaneous metal items in strict accordance with the Drawings, the reviewed and accepted shop drawings, manufacturer instructions, and the reference standards, aligning straight, plumb, and level within a tolerance of 1 in 200.

### 3.07 ANCHORAGE, FASTENINGS, AND CONNECTIONS

- A. Provide anchorage where necessary for fastening miscellaneous metal items securely in place. Include for anchorage not otherwise specified or indicated slotted inserts, and machine and carriage bolts. Do not use wood plugs in any material. Provide non-ferrous attachments for non-ferrous metal. Make exposed fastenings of compatible materials, generally matching in color and finish, to which fastenings are applied. Conceal fastenings where practicable.
- B. Apply a polytetrafluoroethylene (PTFE) anti-seize gel to fasteners before assembling.

### 3.08 CLEANING AND TOUCH-UP

- A. Repair detected coating holidays, thin areas, and exposed areas damaged prior to or during installation by surface treatment and application of additional coating or by manufacturer's recommendations.
- B. Allow a period of not less than 72 hours to pass following the final coat before placing in immersion service.

### **END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. The Work of this section includes furnishing all necessary material, labor, and equipment to coat carbon steel fabrications, except steel sheet piling, other ASTM International (ASTM) A690 steel, or stainless steel, in conformance with these Specifications and as shown in the Drawings.

### **1.02 RELATED WORK DESCRIBED ELSEWHERE**

- A. The provisions and intent of the Contract, including Division 01 Specification Sections, apply to this Work as if specified in this section. Work related to this section is described in:
  - 1. Section 05 50 00, Metal Fabrications

### **1.03 REFERENCE STANDARDS**

- A. General
  - 1. Contractor shall comply with provisions of all local, state, and federal codes, specifications, standards, and recommended practices.
  - 2. The publications listed below form a part of this section to the extent referenced.
  - 3. Where a date is given for reference standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of Bid Advertisement shall be used.
- B. ASTM
  - 1. ASTM D3276, Standard Guide for Painting Inspectors (Metal Substrates)
- C. Code of Federal Regulations (CFR)
  - 1. 29 CFR 1926, United States Occupational Safety and Health Standards
- D. Society for Protective Coatings (SSPC)
  - 1. SSPC ACS-1 (NACE No. 13), Industrial Coating and Lining Application Specialist Qualification and Certification
  - 2. SSPC Guide 12, Guide for Illumination of Industrial Painting Projects
  - 3. SSPC PA-1, Shop, Field, and Maintenance Cleaning of Steel
  - 4. SSPC PA-2, Measurement of Dry Paint Thickness with Magnetic Gauges
  - 5. SSPC QP-1, Standard Procedure for Evaluating the Qualifications of Industrial/Marine Painting Contractors
  - 6. SSPC SP 1, Solvent Cleaning
  - 7. SSPC SP 2, Hand Tool Cleaning
  - 8. SSPC SP 3, Power Tool Cleaning
  - 9. SSPC SP 6, Commercial Blast Cleaning
  - 10. SSPC SP 10, Near-White Blast Cleaning
  - 11. SSPC SP 16, Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals

- E. South Coast Air Quality Management District (SCAQMD)
  - 1. SCAQMD Rule 1107, Coating of Metal Parts and Products
  - 2. SCAQMD Rule 1113, Architectural Coatings
  - 3. SCAQMD Rule 1136, Wood Products Coatings
- F. 2018 Standard Specifications for Public Works Construction (SSPWC)
  - 1. SSPWC Section 310-2, Surface Preparation for Painting Steel Structures
- G. Washington Association of Building Officials (WABO)

#### 1.04 SUBMITTALS

- A. Contractor shall submit all submittals in accordance with the requirements of Section 01 33 00, Submittal Procedures.
- B. Submit the following items:
  - 1. Product Data: For each type of product indicated, Contractor shall provide data indicating coating materials.
  - 2. Samples for Verification: For each type of coating system and in each color and gloss of finish coat indicated:
    - a. Submit samples on rigid backing, 8 inches square.
    - b. Step coats on samples to show each coat required for system.
    - c. Label each coat of each sample.
    - d. Label each sample for location and application area.
- C. Product List: For each product indicated, cross-reference products to coating system and locations of application areas. Use same designations indicated in the Drawings.
- D. Submit all current certificates for qualified protective coatings applicators and technicians and/or corrosion protection specialists. Submit minimum of five reference projects.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- F. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- G. Maintenance Data: Include cleaning procedures and repair and patching techniques.
- H. Submit test reports for protective coatings.
- I. Submit warranty for protective coatings
- J. Submit Daily Inspection Reports completed.
- K. Submit the original Coating Inspection Logbook.

#### 1.05 QUALITY ASSURANCE

- A. Provide one copy of each referenced document that applies to application of epoxy coating at the request of the Engineer.
- B. Comply with SCAQMD Rule 1113 requirements.

### 1.06 DELIVERY, HANDLING, AND STORAGE

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45°F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
- B. Remove rags and waste from storage areas daily.

### 1.07 WARRANTY

- A. All workmanship, equipment, and materials furnished for the coatings shall be guaranteed for a period not less than 1 year from the date of acceptance of the Work by the Engineer. Should any issues develop during this period due to defective materials or faulty workmanship, the Contractor shall furnish all necessary labor and materials to correct the issue, at no additional cost to the Port.

### 1.08 MAINTENANCE

- A. Furnish extra epoxy coating that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing the contents.
  - 1. Quantity: Furnish an additional 5% of each material and color applied.
- B. Label each container with the manufacturer's name, product number, color number, and location used.

## PART 2 - PRODUCTS

### 2.01 MATERIAL COMPATIBILITY

- A. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by the manufacturer, based on testing and field experience.
- B. Provide products of the same manufacturer for each coat in a coating system.

### 2.02 MATERIALS

- A. Coatings – General: Provide complete multi-coat systems formulated and recommended by the manufacturer for the applications indicated, in the thicknesses specified; the number of coats specified does not include primer or filler coat.
  - 1. Maximum volatile organic compound (VOC) content: As required by applicable SCAQMD regulations.

### 2.03 PROTECTIVE COATINGS

- A. Except for steel material types excepted herein, protective coatings shall be provided for steel pile caps immersed in salt or brackish waters or subject to saltwater spray. Protective coating shall conform to the requirements of NORSOK Standard M-501, Coating System No. 7B for immersion.
- B. Steel pile caps and members fabricated from steel other than ASTM A690 steel or stainless steel shall be coated with a two-component, low-VOC, high-solids epoxy coating. Approved epoxy coatings shall be Amerlock 400 VOC by PPG Industries, InterZone 954 by International Paints, or approved equal.
- C. Coatings are not required for ASTM A690 steel or stainless steel.
- D. Surface preparation and application shall be in accordance with the manufacturer's instructions.

- E. Coatings shall be applied over the lengths shown in the Drawings.
- F. Coatings shall conform to VOC requirements of SCAQMD Rule 1113.
- G. No coatings shall be applied within 3 inches of areas to be welded after coating.
- H. All exposed galvanized surfaces shall be coated.
- I. Steel embedments and other small steel components and hardware may be hot-dip galvanized as shown in the Drawings.

#### 2.04 COATINGS FOR FIELD WELDS

- A. Field weld coating shall consist of two coats of a high solids epoxy coating. Field weld coating shall meet the requirements of SCAQMD Rules 1107 and 1113.
- B. High solids epoxy coating shall be Amerlock 400 VOC by PPG Industries, InterZone 954 by International Paints, or approved equal. Surface preparation and application shall be in accordance with the manufacturer's instructions.
- C. Coatings are not required on welds made to ASTM A690 steel or stainless steel.

### **PART 3 - EXECUTION**

#### 3.01 EXAMINATION

- A. Verify existing conditions before starting the Work.
- B. Verify that substrate surfaces are ready to receive the Work, as instructed by the coating manufacturer. Obtain and follow manufacturer's instructions for examination and testing of substrates.
- C. Examine substrates and conditions for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
  - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes.
  - 2. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
  - 3. Coating application indicates acceptance of surfaces and conditions.

#### 3.02 PREPARATION

- A. Clean surfaces of loose foreign matter prior to coating.
- B. Comply with the manufacturer's instructions and recommendations applicable to the substrates indicated.
  - 1. Remove plates, machined surfaces, and similar items already in place that are not to be coated. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and coating.
    - a. After completing coating operations, reinstall items that were removed; use workers skilled in the trades involved.
  - 2. Clean substrates of substances that could impair the bond of coatings, including dirt, oil, grease, and incompatible paints and encapsulants.
    - a. Coordination of shop-applied prime coats with high-performance coatings is critical.
    - b. Remove galvanizing and incompatible and/or zinc-rich primers.

- c. Prepare surfaces in conformance with SSPWC Section 310-2.
- 3. Steel Substrates: Remove rust and loose mill scale.
  - a. Clean using methods recommended in writing by the coating manufacturer.
- 4. Stainless Steel:
  - a. Prepare by washing with d-limonene solvent and receive one final coat.
- 5. Steel Sheet Pile Cap
  - a. Prepare the surface in accordance with the requirements of SSPC-SP 6. Surface shall be free of oil, grease, dirt, salts, mill scale, oxide, moisture, and other contaminants that will interfere with proper adhesion of protective coating.
  - b. Provide sufficient lighting in accordance with the requirements of SSPC Guide 12.
  - c. For coatings applied in the field, prepare the surface in accordance with the coating manufacturer's instructions.
- C. Ferrous Metal
  - 1. Clean with solvent in accordance with SSPC SP 1.
  - 2. For coatings applied in the shop, remove loose rust, loose mill scale, and other foreign substances using commercial blast cleaning in accordance with SSPC SP 6 to a minimum surface profile of 2 mils, per coating manufacturer's instructions.
  - 3. For coatings applied in the field, remove loose rust, loose mill scale, and other foreign substances using power tools in accordance with SSPC SP 3 to a minimum surface profile of 2 mils, per coating manufacturer's instructions.
- D. Mask steel surfaces within 3 inches of the toe of welds to be field welded. Do not galvanize, prime, or coat steel surfaces to be welded prior to welding, including field welds.
- E. Protect adjacent surfaces and materials not receiving coating from spatter and overspray; mask if necessary to provide adequate protection. Repair damage.

### 3.03 SITE CONDITIONS

- A. This article applies to shop and field-applied coatings.
- B. Do not install materials when temperature is below 55°F or above 90°F. Maintain this temperature range 24 hours before, during, and 72 hours after installation of the coating.
- C. Do not apply coatings in rain, fog, or mist; when relative humidity exceeds 85%; at temperatures less than 5°F above the dew point; or to damp or wet surfaces.
- D. Restrict traffic from the area where coating is being applied or is curing.

### 3.04 PRIMING

- A. The specified epoxy coatings do not require a primer. No zinc-rich primer shall be used.

### 3.05 COATING APPLICATION

- A. Coatings shall be applied at the shop except for bare steel held back for field welding.
- B. Do not coat ASTM A690 steel or stainless steel.
- C. Apply coatings in accordance with the manufacturer's instructions, to the thicknesses specified.

1. Air and airless spray equipment shall not be used at the project site. Only brush- or roller-applied coatings shall be permitted in the field.
  2. Use applicators and techniques suited for coating and substrate indicated.
- D. Steel Pile Caps
1. Apply protective coating in accordance with SSPC PA-1, SSPC PA Guide 13, and NACE SP0169.
  2. Apply epoxy coating to a minimum dry film thickness (DFT) of 10 mils and a maximum DFT of 16 mils. Multiple coats may be required to achieve desired DFT.
  3. Field Welding
    - a. No shop coatings shall be applied within 3 inches of toe of welds. Mask areas that are to be field welded prior to shop coating.
    - b. Prepare bare steel to be epoxy coated after field welding in accordance with the requirements of SSPC SP 1 to remove oil, grease, and other contaminants and SSPC SP 3 for a minimum surface profile of 2 mils per manufacturer's instructions.
    - c. Apply Amerlock 400 VOC, InterZone 954, or approved equal coating to bare steel after field welding in accordance with the manufacturer's instructions.
  4. Inspection
    - a. Collect and record Environmental Conditions as described in ASTM D3276 on a 24-hour basis, as follows:
      - 1) During surface preparation, every hour or when changes occur.
      - 2) During coating application and the first 4 Days of initial cure, every hour, or when changes occur.
      - 3) Note the location, time, and temperature of the highest and lowest surface temperatures each day.
      - 4) Use a non-contact thermometer to locate temperature extremes, then verify with contact thermometers.
    - b. Submit to the Engineer one copy of the Daily Inspection Report completed each day when performing steel coating Work under this Section. Note all non-compliance issues and all issues that were reported for rework. Submit the report within 24 hours of the date recorded on the report.
    - c. Maintain a daily record of all steel coating Work performed under this Section in a Coating Inspection Logbook. The logbook shall be bound with consecutively numbered pages, and shall be used to record all information provided in the daily inspection reports, as well as other pertinent observations and information. The Coating Inspector's Logbook that is sold by NACE International is satisfactory. Submit the original coating inspection logbook to the Engineer upon completion of the project and prior to final payment.
  5. Repairs
    - a. Treat field cuts, abrasions, holes, welds, splicers, pile points, and other penetrations in accordance with SSPC standards and as specified.



- b. All exposed galvanized surfaces shall be coated with an epoxy coating specified herein.
- c. Use of heat sticks will not be permitted.
- 6. Allow coating to cure before transporting and installing steel caps.
- E. Apply in uniform thickness coats, without runs; drips; pinholes; brush marks; or variations in color, texture, or finish. Finish edges, crevices, corners, and other changes in dimension with full coating thickness.
- F. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match the color of the finish coat but provide a sufficient difference in shade of undercoats to distinguish each separate coat.
- G. If undercoats or other conditions show through the final coat, apply additional coats until the cured film has a uniform coating finish, color, and appearance.
- H. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

### 3.06 FIELD QUALITY CONTROL

- A. If coatings delaminate, peel, bubble, or otherwise show visible signs of improper adherence to the metal substrate, Contractor shall remove noncomplying coating materials from the site, pay for testing, and recoat surfaces coated with rejected materials. Contractor shall be required to remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.

### 3.07 CLEANING AND PROTECTION

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from the site.
- B. After completing the coating application, clean surfaces immediately of overspray, spatter, and excess material. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.
- D. Protect Work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as reviewed and accepted by the Engineer, and leave in an undamaged condition.
- E. At the completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces. All exposed galvanized surfaces shall be coated with an epoxy coating specified herein.
- F. Protect finished Work from damage.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. The Work of this section includes furnishing all necessary material, labor, and equipment for filling and compacting the areas behind the sheet pile wall as indicated in the Drawings.

### **1.02 REFERENCE STANDARDS**

- A. General
1. The Contractor shall comply with provisions of all local, state, and federal codes, specifications, standards, and recommended practices.
  2. The publications listed below form a part of this section to the extent referenced.
  3. Where a date is given for reference standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of Bid Advertisement shall be used.
- B. ASTM International (ASTM)
1. ASTM C136/C136M, Standard Test Method for Sieve Analysis for Fine and Coarse Aggregates

### **1.03 SUBMITTALS**

- A. Submit all submittals in accordance with Section 01 33 00, Submittal Procedures.
- B. Submit the following a minimum of 7 Days prior to delivery:
1. Name of imported source materials and certification that material is free from contamination, including results of analytical testing indicating compliance with levels in Table 740-1 from Washington Department of Ecology WAC 173-340.
  2. Test results for sieve analysis per ASTM C136 for Engineer's acceptance

### **1.04 PRODUCT HANDLING**

- A. Stockpiles are to be located within the laydown area designated in the Drawings.
- B. Stockpiles shall be protected to prevent erosion of materials.

## **PART 2 - PRODUCTS**

### **2.01 GRAVEL BACKFILL FOR WALLS**

- A. Gravel backfill for walls shall consist of free draining granular material, essentially free from various types of wood waste or other extraneous or objectionable materials.
- B. Gravel backfill material shall be graded between the limits specified below:

<b>Screen Size</b>	<b>Percent Passing (by weight)</b>
4 inch	99 to 100
2 inch	75 to 100
No. 4	22 to 66
No. 200	5.0 maximum
Dust Ratio: % Passing No. 200 / % Passing No. 40	2/3 maximum
Sand Equivalent	60 minimum

### **PART 3 - EXECUTION**

#### **3.01 FILLING AND COMPACTION**

- A. The Engineer, or designee, shall be provided two Days prior to scheduled filling activities to inspect the gravel backfill material prior to placement.
- B. Contractor shall place gravel backfill material at the locations shown in the Drawings.
- C. The upper 12-inches of material shall be placed in two equal lifts and manually compacted until the surface is unyielding.
- D. The Engineer, or designee, shall be present during all filling and compaction activities.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. The Work of this section consists, in general, of furnishing all labor, materials, equipment, tools, transportation, and incidentals required to fabricate and drive steel sheet pilings to the top of pile and tip elevations, including, but not limited to, all cut-offs and welding, as indicated in the Drawings, as specified, and as directed by the Engineer.
- B. Obstructions such as buried rocks, stones, debris, or other objects may be encountered along the sheet pile alignment. Such obstructions shall be removed or broken-up to allow sheet pile installation to proceed to the specified pile tip elevation.
- C. Contractor shall comply with all local, state, and federal water quality requirements regarding construction on or near waterways and requirements specified in the local, state, or federal permits.

### **1.02 RELATED WORK DESCRIBED ELSEWHERE**

- A. The provisions and intent of the Contract, including Division 01 Specification Sections, apply to this Work as if specified in this section. Work related to this section is described in the following sections:
  - 1. Section 00 31 00, Available Project Information
  - 2. Section 05 05 23.16, Structural Welding
  - 3. Section 05 50 00, Metal Fabrications
  - 4. Section 09 96 00, High-Performance Coatings

### **1.03 REFERENCE STANDARDS**

- A. General
  - 1. Contractor shall comply with provisions of all local, state, and federal codes, specifications, standards, and recommended practices.
  - 2. The publications listed below form a part of this section to the extent referenced.
  - 3. Where a date is given for reference standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of Bid Advertisement shall be used.
- B. American Institute of Steel Construction (AISC)
  - 1. AISC 360, Specifications for Structural Steel Buildings
  - 2. AISC Seismic Design Manual, Appendix W
- C. American Iron and Steel Institute (AISI)
- D. American Petroleum Institute (API)
  - 1. API Specification 5L, Specification for Line Pipe
- E. American Welding Society (AWS)
  - 1. AWS A5, Structural Welding Code – Committee on Filler Metals and Allied Materials
  - 2. AWS D1.1, Structural Welding Code – Steel
  - 3. AWS D1.5, Bridge Welding Code

4. AWS D19.0, Structural Welding Code – Welding Zinc Coated Steel
5. AWS/ANSI Z49.1, Safety in Welding, Cutting, and Allied Processes

F. ASTM International (ASTM)

1. ASTM A6, Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
2. ASTM A27/A27M, Standard Specification for Steel Castings, Carbon, for General Application
3. ASTM A36/A36M, Standard Specification for Carbon Structural Steel
4. ASTM A148/A148M, Standard Specifications for Steel Castings, High Strength, for Structural Purposes
5. ASTM A690, Standard Specification for High-Strength Low-Alloy Nickel, Copper, Phosphorus Steel H-Piles and Sheet Piling with Atmospheric Corrosion Resistance for Use in Marine Environments
6. ASTM D1143/D1143M, Standard Test Methods for Deep Foundations Under Static Axial Compressive Load
7. ASTM D3689/D3689M, Standard Test Methods for Deep Foundations Under Static Axial Tensile Load
8. ASTM D3966/D3966M, Standard Test Methods for Deep Foundations Under Lateral Load
9. ASTM D4945, Standard Test Methods for High-Strain Dynamic Testing of Deep Foundations
10. ASTM E329, Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

1.04 SUBMITTALS

- A. The Contractor shall submit all submittals in accordance with the requirements of Section 01 33 00, Submittal Procedures.
- B. Submit pile schedule to the Engineer for review at least 7 Days prior to start of fabrication.
- C. Submit mill certificates for steel piles.
  1. Mill certificates shall be provided for each grade of steel for each heat to be used on the Project and certify that products meet or exceed specified requirements.
  2. Mill certificates shall include name of mill, date of rolling, date of shipping, dimensions, chemical properties, mechanical properties, ultimate tensile strength, yield strength, and percent of elongation.
  3. Mill certificates shall be furnished with each lot of material shipped to the Site and shall be signed by the Contractor, which will serve to certify that all structural steel materials installed comply with specified requirements.
  4. When mill certificates cannot be provided, the Contractor shall hire a professional testing laboratory, at Contractor's expense, to verify compliance of each type of material to be used and provide laboratory test reports.
- D. Submit test reports on fabrication welds.

- E. Submit shop drawings for all fabricated sheet piling, including the following minimum information:
  - 1. Piling type, dimensions, installation sequence, location of installed piling, tip elevation, and top elevation
  - 2. Shop drawings shall include details of top protection, special reinforcing tips, tip protection, lagging, splices, fabricated additions to plain piles, cut-off method, corrosion protection, and dimensions of templates and other temporary guide structures for installing piling.
  - 3. Shop drawings shall provide details of the method of handling piling to prevent permanent deflection, distortion, or damage to piling interlocks.
- F. Submit Product Data
  - 1. Material Certificates
  - 2. Sheet Piling
  - 3. Driving Plans and Procedures
  - 4. Silent Pile Driver Data Sheet
  - 5. Interlocked Joint Strength in Tension Test Procedures
- G. Submit pile driving plan, including the following minimum information:
  - 1. Layout drawings and pile driving sequence and schedule
    - a. Layout drawing shall include pile identifications, driving sequence number, pile type and size, and pile tip elevation
- H. Submit details of proposed pile driving equipment, methods, and schedules to the Engineer for review a minimum of 21 Days prior to mobilization of pile driving equipment. Include details of the pile driver and power plant, and show position of the pile driving rig relative to the wall alignment. The Contractor is responsible for ensuring that the equipment selected is properly sized for the anticipated driving conditions.
- I. Provide the Engineer with copies of pile driving records and pile vertical alignment at the end of each day of pile driving per Article 3.12 and the Silent Pile Driver Data Sheet. Provide a complete and accurate record of each driven pile. The record shall indicate the pile number or identification, location, inclination, size, final elevations of tip and top, pile weight, and number of splices and locations. The record shall also include the type and size of the pile driver, the rate of operation, the date, time of day, inspector's name, and the type and dimensions of driving helmet and cushion block, if used. Any unusual conditions encountered during pile installation shall be recorded and immediately reported to the Engineer.
- J. Provide the Engineer with survey data to confirm that piles have not moved during driving of adjacent piles.
- K. Provide the Engineer with the required survey data that documents the elevation of the adjacent rail at the locations shown on the Drawings before, during and after pile driving.
- L. Test Reports
  - 1. Materials Tests
  - 2. Interlocked Joint Strength in Tension Test Procedure: Submit the procedure for testing the tension strength of piling interlocks prior to testing sheet piling.

3. Interlocked Joint Strength in Tension Test Results: Submit a certified report showing results based on approved testing procedures.

M. Closeout Submittals

1. Pile Driving Records for each pile driven with the data requirements listed in Article 3.12.
2. Submit records of the completed sheet piling driving operations including all Silent Pile Driver Data Sheets.
3. As-Built Drawings in accordance with Section 01 77 00, Closeout Procedures.

## 1.05 QUALITY ASSURANCE

- A. The Work shall be performed by a general contractor or a specialty Subcontractor specializing in the installation of piles and having a minimum of 10 years of experience installing the piles under similar subsurface conditions.
- B. Material Certificates: For each shipment, submit certificates identified with specific lots prior to installing piling. Identification data should include piling type, dimensions, chemical composition, mechanical properties, section properties, heat number, and mill identification mark.

## 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Site in such quantities and at such times to ensure the continuity of pile driving operations in keeping with the Project schedule.
- B. Store piles in straight and orderly stacks not higher than 5 feet above ground. Piles shall be blocked during storage, with supports every 10 feet or less along their length (ends inclusive) and not more than 2 feet from the ends, to prevent exceeding the maximum camber or sweep. Piles exhibiting variations beyond tolerance limits will be considered distorted and may not be used in the Work.
- C. Handling
  1. Handle piles in a manner that prevents abrasions and physical damage to the members and coatings. Piles with shop-applied coatings shall be stored and handled using slings and blocking. Abraded or damaged surfaces shall be repaired in accordance with pile fabricator and coating manufacturer's recommendations. The Engineer reserves the right to reject any abraded or otherwise damaged pile that does not conform to Project requirements.
  2. Lift piles using a cradle or multiple points pick-up to ensure that the maximum permissible camber or sweep is not exceeded due to insufficient support, except that a one-point pick-up may be used for lifting piles that are not extremely long into the driving leads. Point pick-up devices must be of the type that clamp to both pile flanges at each pick-up point. Holes may be burned in the flanges or webs of piles above the cutoff length for lifting piles into the leads. Do not drag piles across the ground.
  3. Inspect piles for excessive camber and sweep and for damage before transporting them from the storage area to the driving area and immediately prior to placement in the driving leads. Camber, i.e., curvature in the pile in the direction normal to the pile flanges, must be measured with the pile flange base laying on a flat surface and is the distance between the flange base at the mid-length of the pile and the flat surface. Sweep, curvature in the pile in the direction parallel to the pile flanges, must be measured with the pile flange tips laying on a flat surface and is the distance between the flange tips at the mid-length of the pile and the flat surface. The maximum permissible camber or sweep is 2 inches over the length of the pile. Piles having excessive camber or sweep will be rejected.

## 1.07 PROJECT CONDITIONS

- A. A geotechnical assessment by Anchor QEA is included in the Basis of Design Report and the Conceptual Design Options Evaluation Report, which will be provided to the Contractor by the Engineer for reference per Section 00 31 00. Subsurface conditions are expected to be soft silt and medium-dense poorly graded sand with silt in the area where piles will be driven. However, as with any industrial property, unknown buried obstructions should be anticipated.
- B. Protect existing structures, utilities, and other construction from damage caused by pile driving operations.
- C. The Contractor is required to perform a photographic or video survey of the Site and its adjacent areas to document preconstruction conditions of nearby structures and properties.

## PART 2 - PRODUCTS

### 2.01 STEEL SHEET PILING

- A. Meet the requirements specified herein. Hot-rolled sheet piling shall conform to the requirements of ASTM A690. Sheet piling shall be full-length sections of the dimensions shown. If the specified sheet pile section is unavailable, the Contractor shall submit an equivalent alternative section for approval by the Engineer. Cold formed sections will not be allowed. Fabricated sections shall conform to the requirement and the piling manufacturer's recommendations for fabricated sections.
- B. The interlock of sheet piling shall be free-sliding, provide a swing angle suitable for the intended installation but not less than 5 degrees when interlocked, and maintain continuous interlocking when installed.
- C. Hot-rolled sheet pile sections shall be NZ19 with the following characteristic values:
  - 1. Nominal web thickness: 0.375 inch
  - 2. Nominal width: 27.56 inches
  - 3. Nominal depth/height: 16.14 inches
  - 4. Section modulus per linear foot of wall: 35.08 cubic inches (elastic)
  - 5. Weight per square foot of wall: 24.05 pounds
  - 6. Weight per linear foot of piling: 55.0 pounds
- D. Sheet piling shall be full-length sections of the dimensions shown. Provide sheet piling with standard pulling holes.
- E. Steel sheet pilings fabricated from ASTM A690 steel shall be uncoated, bare steel.

### 2.02 APPURTENANT METAL MATERIALS

- A. Provide metal plates, shapes, bolts, nuts, rivets, and other appurtenant fabrication and installation materials conforming to manufacturer's standards and to the requirements specified in the respective sheet piling standards and in Section 05 50 00, Metal Fabrications.

### 2.03 PILE DRIVING EQUIPMENT

- A. Piles shall be driven with a hydraulic pile jacking machine (i.e., silent pile driver). The use of impact or vibratory hammers is limited by site constraints, as noted in Part 3. Silent pile driver shall be Silent Piler F301-700 by Giken, or equal. The silent pile driver shall be for Z-shape sheet piles and shall have a press-in force suitable for the total weight of the pile, the character of subsurface material to be encountered, and the pile capacity to be developed. The press-in



force of the silent pile driver shall be sufficient to drive the steel piling to the respective tip elevations shown in the Drawings.

#### 2.04 TESTS, INSPECTIONS, AND VERIFICATIONS

- A. Requirements for material tests. Workmanship, and other measures for quality assurance shall be as specified herein.
- B. Material Tests
  - 1. Submit certified materials tests reports showing that sheet piling and appurtenant metal materials meet the specified requirements for each shipment and identified with specific lots, prior to installing materials. Material test reports shall conform to the requirements of ASTM A6.
  - 2. Perform materials tests conforming to the following requirements:
    - a. Sheet piling and appurtenant materials shall be tested and certified by the manufacturer to meet the specified chemical, mechanical, and section property requirements prior to delivery to the site.
    - b. Testing of sheet piling for mechanical properties shall be performed after the completion of all rolling and forming operations.
    - c. Testing of sheet piling shall meet the requirements of ASTM A6.
- C. Interlocked Joint Strength in Tension Test
  - 1. The interlocked joint strength in tension test shall conform to the piling manufacturer's standard test, include testing at least two 3-inch-long coupons taken randomly from different as-produced piles of each heat to be approved.

### PART 3 - EXECUTION

#### 3.01 GENERAL

- A. Install each pile to achieve a minimum pile tip elevation as shown in the Drawings.
- B. Installation of each pile will be subject to the approval of the Engineer, who will be sole judge of acceptability of each pile with respect to final driving resistance or depth of penetration. The Engineer will be present during installation to observe and assess acceptability.
- C. Do not remove the pile driving rig(s) from the Site until the Engineer has approved the installation of all piles.
- D. Prevent grindings, cuttings, filings, and metal debris from entering the waterway.

#### 3.02 FABRICATION

- A. Fabricate full-length sheet piles.
- B. Mark piling with lines of high-visibility paint or ink at 1-foot intervals from bottom to top. Number every 5 feet. Markings shall be clearly visible and legible to the naked eye at a distance of 75 feet. Paint markings on coated pile sections shall be of material approved by the coating manufacturer. Piles not properly marked will be rejected.

#### 3.03 PREPARATION

- A. Contractor must notify the Engineer of intent to mobilize 30 Days in advance before proceeding with the Work. The Engineer will notify adjacent and affected residents, businesses, and building occupants.

- B. Contractor must remove the pine tree shown on the Drawings. The tree must be cut to grade and disposed of off site. Root excavation or grinding is not required.
- C. Contractor must clear and grub vegetation within sheet pile wall alignment, as required to facilitate sheet pile installation. Removed vegetation must be disposed by the Contractor off site.
- D. Contractor must protect any vegetation flagged by the Engineer for protection.

#### 3.04 PROTECTION

- A. Take all necessary precautions, including the provision of suitable screening fences or barriers, to protect public, existing structures, facilities, utilities, and services from damage due to pile installation and associated Work.
- B. Protect public and construction personnel, adjacent structures, and Work of other Subcontractors from hazards attributable to pile-driving operations.
- C. Exercise care when driving piles adjacent to existing structures to ensure no contact between pile or driving equipment and the structure takes place.

#### 3.05 DRIVING TOLERANCES

- A. Piles shall be carefully located as indicated. Piles shall be placed plumb with out-of-plumbness not exceeding 1/4 inch per foot of length and true to line. Place the pile so the face will not be more than 6 inches from vertical alignment at any point.
- B. Top of pile at elevation of cut-off shall be within 1/2 inch horizontally and 2 inches vertically of the location indicated.
- C. Manipulation of piles to force them into position will not be permitted. Check all piles for heave. Redrive all heaved piles to the required tip elevation.

#### 3.06 INSTALLATION

- A. Placing
  - 1. Any excavation required within the area where sheet piles are to be installed shall be completed prior to placing sheet piles. The pre-installation excavation is subject to approval by the Engineer before proceeding. Piles properly placed and driven shall be interlocked throughout their length with adjacent piles to form a continuous diaphragm throughout the length or run of piling wall.
  - 2. Templates
    - a. Prior to installing, provide temporary wales, templates, or other installation frame suitable for aligning, supporting, and maintaining sheet piling in the correct position during setting and installation.
    - b. Use a system of structural framing sufficiently rigid to resist lateral and installation forces and to adequately support the sheet piling until design tip elevation is achieved. Provide at least two templates when placing each piling. Templates shall not move when supporting sheet piling.
    - c. Fit templates with wood blocking to bear against the web of each alternate sheet pile and hold the sheet pile at the design location alignment. Provide outer template straps or other restraints as necessary to prevent the sheets from warping or wandering from the alignment.

- d. Mark template for the location of the leading edge of each alternate sheet pile. If in view, also mark the second level to ensure that the piles are vertical and in position. If two guide marks cannot be seen, other means shall be used to keep the sheet pile vertical along its leading edge.

B. Driving

1. Pile installation shall be accomplished with a hydraulic pile jacking machine (i.e., silent pile driver) selected by the Contractor.
2. Pile installation using an impact or vibratory hammer is only permitted if the Contractor demonstrates that silent pile driving is unsuccessful and the railroad and Engineer agree to the other pile driving methods.
3. Pile installation shall begin at the location farthest from the adjacent rail (i.e., CP-1 shown in the Drawings).
4. Remove and replace piles damaged during driving or driven out of interlock, at no additional cost to the Port.
5. Drive piles without the aid of a water jet.
6. Maintain piling vertical during installation. Install piles in such a manner as to prevent damage to the piles and to provide a continuous closure. Where possible, install Z-pile with the ball end leading. If an open socket is leading, a bolt or similar object placed in the bottom of the interlock will minimize packing material into it and ease drifting for the next sheet.
7. If at any time the forward, or leading, edge of the piling wall is found to be out-of-plumb in the plane of the wall the piling being driven shall be driven to the required depth and tapered piles shall be provided and driven to interlock with the out-of-plumb leading edge or other approved corrective measures shall be taken to ensure the plumbness of successive piles.
8. Piles in each run or continuous length of piling wall shall be driven alternately in increments of depth to the required depth or elevation. No piling shall be driven to a lower elevation than those behind it in the same run, except when the piles behind it cannot be driven deeper. Incrementally sequence installation of individual piles such that the tip of any sheet pile shall not be more than 4 feet below that of any adjacent sheet pile.
9. When the penetration resistance exceeds five blows per inch, the tip of any sheet pile shall not be more than 2 feet below any adjacent sheet pile. If the piling next to the one being driven tends to follow below final elevation, it may be pinned to the next adjacent piling.
10. If obstructions restrict driving a pile to the specified penetration, the obstructions shall be removed or penetrated with a chisel beam. If the Contractor demonstrates that removal or penetration is impractical, make changes in the design alignment of the piling structure as directed to ensure the adequacy and stability of the structure.
11. Piles shall be driven to depths shown and shall extend up to the elevation indicated for the top of piles. A tolerance of 2 inches above the indicated top elevation will be permitted.
12. Pre-augering of piles will not be permitted without the approval of the Engineer. Pre-augering shall be at no additional cost to the Port.
13. Pile joints shall not be welded.

### 3.07 CUTTING-OFF AND SPLICING

#### A. Cutting-Off

1. Piles driven to refusal or to the point where additional penetration cannot be attained and are extending above the required top elevation in excess of the specified tolerance shall be cut off to the required elevation.
2. Cost of cutting shall be reimbursed by the Port where pile is in excess of 30 inches above design elevation as a result of obstructions.
3. Piles driven below the required top elevation and piles damaged by driving and cut off to permit further driving shall be extended as required to reach the top elevation by splicing when directed, at no additional cost to the Port.
4. The tops of piles excessively battered during driving shall be trimmed when directed, at no cost to the Port. Piling cut-offs shall become the property of the Contractor and shall be removed from the site.

#### B. Splicing

1. Splicing shall not be permitted unless otherwise approved by the Engineer.

#### C. Cut holes in piles for bolts, rods, drains or utilities in a neat and workmanlike manner, as shown or as directed. Use a straight edge in cuts made by burning to avoid abrupt nicks. Bolt holes in steel piling shall be drilled. Holes other than bolt holes shall be reasonably smooth and the proper size for rods and other items to be inserted. Do not use explosives for cutting. Employ best management practices (use of tarps or other protective barrier) to prevent grindings, cuttings, filings, and metal debris from entering the waterway.

### 3.08 PULLING AND REDRIVING

- #### A.
- As part of the Pile Driving Plan, submit the proposed method of pulling sheet piling, prior to pulling any piling. Silent pile driver may be used to pull piles. Pull, as directed, selected piles after driving to determine the condition of the underground portions of piles. Any piling so pulled and found to be damaged, to the extent that its usefulness in the structure is impaired, shall be removed and replaced, at the Contractor's expense. Piles pulled and found to be in satisfactory condition shall be redriven when directed.

### 3.09 REMOVAL

- #### A.
- The removal of sheet piles shall consist of pulling, sorting, cleaning the interlocks, inventorying, and storing previously installed sheet piles as shown and directed.

#### B. Pulling

1. The method of pulling piling shall be approved. Silent pile driver may be used to pull piles. Provide pulling holes in piles, as required. Extractors shall be of suitable type and size. Care shall be exercised during pulling of piles to avoid damaging piling interlocks and adjacent construction.
2. If the Engineer determines that adjacent permanent construction has been damaged during pulling, the Contractor will be required to repair this construction, at no cost to the Port.
3. Pull piles one sheet at a time. Piles fused together shall be separated prior to pulling, unless the Contractor demonstrates, to the satisfaction of the Engineer, that the piles cannot be separated. The Contractor will not be paid for the removal of piles damaged beyond structural use due to proper care not being exercised during pulling.

C. Sorting, Cleaning, Inventorying, and Storing

1. Pulled piles shall be sorted, cleaned, inventoried, and stored by type into groups as:
  - a. Piling usable without reconditioning.
  - b. Piling requiring reconditioning.
  - c. Piling damaged beyond structural use.

3.10 FIELD TESTS AND INSPECTIONS

- A. Perform continuous inspection during pile driving. Inspect all piles for compliance with tolerance requirements. Bring any unusual problems that may occur to the attention of the Engineer. Inspect the interlocked joints of driven piles extending above ground. Piles found to be out of interlock shall be removed and replaced at the Contractor's expense.
- B. Installation will be observed by the Engineer. Contractor shall provide all required access.
- C. Pile-driving equipment shall be capable of driving steel sheet piles to the required pile tip elevations shown in the Drawings.

3.11 INSTALLATION RECORDS

- A. Maintain a pile driving record for each sheet pile driven as specified in Part 3.12. Record any unusual pile driving problems during driving. Submit complete records to the Engineer.
- B. Installation records and inspection data shall be recorded by the Contractor for each pile in a format approved by the Engineer. The records and inspection data shall be submitted to the Engineer for each pile driven, by the end of the following shift.
- C. Conduct a survey of the as-installed pile condition after completion of pile driving each day. Provide the Engineer with three copies of the surveyed As-Built Drawings showing the actual location of pile heads at the cut-off elevations and the inclination of piles. Identify the offset distance on the plan with respect to the original location shown in the Drawings. This plan shall be submitted to the Engineer within 1 working day of being obtained.
- D. Daily surveys of as-installed pile locations and plumbness may be completed by Contractor's surveyor, at Contractor's risk. Final survey of as-installed pile locations and plumbness shall be by a Washington Registered Civil Engineer or Professional Land Surveyor.
- E. Sheet Pile Anchorage: The sheet pile embedment has been designed to resist lateral pressures of the backfill; embedment may not be sufficient to support the weight of the sheet pile, or prevent further penetration while installing adjacent sheet piles.

3.12 RECORD AND AS-BUILT DRAWINGS

- A. In accordance with Section 01 77 00, Closeout Submittals, the Contractor shall prepare and provide the Engineer with As-Built Drawings indicating the final locations of the piles.
- B. Contractor shall maintain at the Site the following records and update these daily for each pile installed:
  1. Identification and location with respect to the project coordinate system
  2. Type and make of pile driving equipment and related energy
  3. Other driving equipment, including cushion block type and thickness, etc.
  4. Pile size, and location of pile
  5. Date and time of completion

6. Rate of operation and total driving time
  7. Initial and final positions, including vertical or battered alignment for the completed pile
  8. Elevation of ground surface immediately before and after completion of pile installation
  9. Drive resistance in terms of tons-force per each foot of penetration for entire length of pile and for each inch of the final 6 inches of penetration with the associated drive height
  10. Pile driving energy or force at final set
  11. Elevation of the pile tip and the final set achieved
  12. Cut-off elevation and any required reheading or cutting of piles
  13. Any unusual conditions encountered, and methods employed for dealing with them
- C. The above records and any results of monitoring programs shall be submitted to the Engineer daily.

### 3.13 DAMAGED OR DEFECTIVE PILES

- A. Unacceptable piles: Piles that fail tests, are placed out of position, are below cut-off elevations, do not meet driving tolerances, or are damaged.
- B. The integrity of the piles shall remain at all times the responsibility of the Contractor. Should any pile be damaged by overdriving or by pile installation techniques or other causes, including attempting to pass an obstruction or be out of position as a result of improper survey or driving practice, drive an extra pile or piles in its place as directed by the Engineer. No extra compensation will be made for removing and replacing piles, driving extra piles, or other Work made necessary through rejection of a defective or damaged pile. The cost of supplying such extra piles shall be borne by the Contractor.
- C. If, in the judgment of the Engineer, the Contractor is unable to properly complete installation of any pile by resorting to the reasonable methods described above, the Engineer may order an additional pile or piles be installed. Piles abandoned or installed out of place or alignment because of obstructions, as determined by the Engineer, will be paid for as completed piles. Such abandoned piles may be removed if required by the Engineer and their removal paid for in accordance with the provisions of the Contract.

### 3.14 OBSTRUCTIONS DURING DRIVING

- A. A pile that cannot be driven to the required depth because of an obstruction, as indicated by a sudden unexplained change in push-in force, no advancement for 10 minutes, and drifting, shall be pulled and re-driven or cut off and abandoned, whichever is directed by the Engineer.
- B. Minor obstructions are obstructions encountered within 20 feet of mud line. Should an obstruction at any greater depth stop the advancement of a pile, it will still be classed as a minor obstruction unless the same obstruction also stops the advancement of a second pile adjacent to the first. No extra payment will be made for the removal of a minor obstruction.
- C. Major obstructions are obstructions not classed as minor. Additional Work directed by the Engineer to acceptably complete the installation of the pile after encountering a major obstruction will be considered extra Work under the terms of the Contract. A major obstruction will be determined as such after engineering review of pertinent field conditions and driving data. In addition, the Engineer reserves the right to require the Contractor to demonstrate, at no additional cost to the Port, that the pile cannot be driven by conventional means.

### 3.15 PILE DISPOSAL

- A. Pile cutoffs shall be disposed of in accordance with Section 01 74 19, Construction Waste Management and Disposal. Disposal of cutoffs shall be at the Contractor's expense.

### 3.16 SURVEY OF ADJACENT RAIL

- A. Contractor must survey the elevation of the adjacent rail at the locations shown on the Drawings with the following frequency:
  - 1. Prior to initiating pile driving activities
  - 2. Once during installation of sheet piles between CP-1 and CP2
  - 3. Daily during installation of sheet piles between CP-2 and CP-3
  - 4. At the time of the final record survey
- B. The vertical accuracy of the survey shall be to the nearest 0.01 inch.

**END OF SECTION**

**SILENT PILE DRIVER DATA SHEET**

**MANUFACTURER:** \_\_\_\_\_ **MODEL:** \_\_\_\_\_

**TYPE:** \_\_\_\_\_ **RATED POWER.:** \_\_\_\_\_

**MANUFACTURER:** \_\_\_\_\_ **MODEL:** \_\_\_\_\_

**TYPE:** \_\_\_\_\_ **SERIAL NO.:** \_\_\_\_\_

**POWER UNIT:** \_\_\_\_\_

**RATED ENERGY:** \_\_\_\_\_

**MAXIMUM PRESS-IN FORCE:** \_\_\_\_\_

**PRESS-IN SPEED:** \_\_\_\_\_

**STROKE:** \_\_\_\_\_

**MATERIAL TYPE:** \_\_\_\_\_ **SHAPE:** \_\_\_\_\_

**LENGTH (IN LEADS):** \_\_\_\_\_ **DIAMETER/SIZE:** \_\_\_\_\_

**WALL THICKNESS:** \_\_\_\_\_

**DESIGN PILE CAPACITY:** \_\_\_\_\_ (POUNDS)

**WEIGHT/FOOT:** \_\_\_\_\_ (POUNDS)

**DESCRIPTION OF SPLICES:** \_\_\_\_\_

**DESCRIPTION OF TIP:** \_\_\_\_\_

**JET TUBE:** \_\_\_\_\_

**DATE/TIME START:** \_\_\_\_\_ **TIME FINISH:** \_\_\_\_\_

**NOTES:**

**SUBMIT ADDITIONAL SHEETS FOR PROPOSED ALTERNATIVE DRIVING EQUIPMENT.**

**PROVIDE ALTERNATIVE EQUIPMENT DATA OF AVAILABLE EQUIPMENT IN CASE OF EQUIPMENT BREAKDOWN.**

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

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

**COMPANY:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_



## **PART 1 - GENERAL**

### **1.01 DESCRIPTION**

- A. Furnish all materials and labor necessary for preparation, seeding, and mulching.
- B. The Contractor must restore and seed all disturbed areas, including backfill areas.

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

- A. Coordinate related Work specified in other parts of the Specifications, including, but not limited to, the following:
  - 1. Section 21 41 16 – Steel Sheet Piling
  - 2. Section 21 23 23 – Fill

### **1.03 SUBMITTALS**

- A. Submit product data for topsoil, seed mix, and mulch components.
- B. Submit seed vendor's certification for required seed mixtures, indicating percentage by weight and percentages of purity, rumination, and weed seed for each species.

### **1.04 QUALITY ASSURANCE**

- A. Seed shall be furnished in containers that show the following information: seed name, lot number, net weight, percentage of purity, and germination. Seed that has become wet, moldy, or otherwise damaged will not be accepted. Seed shall conform to the requirements of the Washington State Seed Law and, when applicable, the Federal Seed Act and shall be "certified" grade or better.

### **1.05 FIELD QUALITY CONTROL**

- A. The Contractor shall request a provisional inspection upon completion of the Work. Upon completion of the punchlist, the Engineer will make provisional acceptance of the Work in writing.

### **1.06 GUARANTEE AND REPLACEMENT**

- A. Seeding is guaranteed as specified in the Specifications. All areas failing to vigorously establish for any reason whatsoever within 90 days after germination or a growing season, whichever is longest, shall be reseeded.

## **PART 2 - PRODUCTS**

### **2.01 GENERAL**

- A. The materials used in performing this Work shall conform to the material Specifications listed in this section.

### **2.02 TOPSOIL**

- A. Topsoil shall consist of 60% sand and 40% composted organic soil amendment by volume.
- B. Topsoil shall not contain any recycled material, foreign materials, or any listed noxious and nuisance weeds of any class designated by authorized state or county officials. Aggregate shall not comprise more than 10% by volume of topsoil and shall not be greater than 2 inches in diameter.
  - 1. The Sand Component shall meet the following specifications within reasonable variations and shall be free of phytotoxic materials and viable seeds, rhizomes, or roots of state-listed

noxious weeds:

Screen Size	Percent Passing
1/4 to 3/8"	100
#46	99
#10	65
#20 to #18	35
#40 #20 + #35	<30
#40 + #60	<15
#100	2-10%
#200	1-5%

2. The compost products shall be the result of the biological degradation and transformation of organic materials under controlled conditions designed to promote aerobic decomposition. Compost shall be stable with regard to oxygen consumption and carbon dioxide generation. Compost shall be mature with regard to its suitability for serving as a soil amendment or an erosion control best management practice as defined subsequently. The compost shall have a moisture content that has no visible free water or dust produced when handling the material. The compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
1"	100	--
3/8"	85	100
1/4"	70	85

- a. Compost shall be certified by the Process to Further Reduce Pathogens (PFRP) guideline for hot composting as established by the U.S. Environmental Protection Agency (EPA).
- b. Compost shall be fully mature and stable before usage.
- c. Compost shall meet the "composted materials" definition in WAC 173-350 Section 220, available at <http://www.ecy.wa.gov/programs/swfa/compost/>.
- d. Minimum organic matter shall be 40% dry weight basis, as determined by Test Method for the Examination of Composting and Compost (TMECC) 05.07A, "Loss-on-Ignition Organic Matter Method (LOI)."
- e. Compost shall have organic matter content greater than 40% and a carbon-to-nitrogen ratio of between 15:1 and 25:1.
- f. Soluble salt contents shall be less than 4.0 millimhos/centimeter, tested in accordance with TMECC 04.10-A "Electrical Conductivity."
- g. Compost shall be certified by PFRP guidelines for composting as established by EPA.

### 2.03 SEED MIX

- A. Seed mix shall be approved by the Engineer.
- B. Seed shall meet the requirements of the 2019 Stormwater Management Manual for Western Washington specification for Meadow Seed Mix in BMP C120: Temporary and Permanent Seeding. Upon request, the Contractor shall furnish to the Owner duplicate copies of a statement signed by the vendor certifying that each lot of seed has been tested by a recognized seed-testing laboratory. Seed that has become wet, moldy, or otherwise damaged in transit or storage will not be accepted.
- C. Meadow Seed mix will be composed of the following species:
  - 1. Redtop or Oregon bentgrass: 20% by weight, 92% purity, 85% germination
  - 2. Red fescue: 70% by weight, 98% purity, 90% germination
  - 3. White dutch clover: 10% by weight, 98% purity, 90% germination
  - 4. TOTAL = 100%
- D. Seed shall be ordered in advance for planting installation to ensure availability.

### 2.04 MULCH

- A. Mulch shall be approved by the Engineer.
- B. Mulch shall meet the standards and application rate requirements provided in the 2019 Stormwater Management Manual for Western Washington for Straw in BMP C121: Mulching.
  - 1. Straw shall be in an air-dried condition, free of noxious weeds, seeds, and other materials detrimental to plant life. Hay is not acceptable.
  - 2. All straw material shall be certified weed-free straw using North American Weed Management Association standards or the Washington Wilderness Hay and Mulch program run by the Washington State Noxious Weed Control Board. Information can be found at [www.nwcb.wa.gov](http://www.nwcb.wa.gov).
  - 3. In lieu of certified weed-free straw, the Contractor shall submit documentation that the material is steam or heat treated to kill seeds or shall submit United States, Washington State, or other states' Department of Agriculture laboratory test reports, dated within 90 days prior to the date of application, showing that there are no viable seeds in the straw.

## PART 3 - EXECUTION

### 3.01 SITE PREPARATION

- A. The Contractor shall notify the Engineer no less than 48 hours in advance of any preparation and seeding operation and shall not begin the Work until areas prepared for seeding have been approved. Following the Engineer's approval, seeding of the approved areas shall begin immediately. All soil preparations and cleanup of debris shall be done prior to seeding and shall be approved by the Engineer.
- B. The Contractor shall place 3 inches of topsoil over areas backfilled with Gravel Backfill for Walls prior to seeding and mulching.

### 3.02 SEEDING SCHEDULE

- A. Seeding shall take place immediately following completion of the Work.

### 3.03 WATERING

- A. The Contractor is responsible for watering after the initial planting and until a Notice of Substantial Completion is issued by the Engineer.

### 3.04 SEEDING

- A. Seed and mulch shall be applied by hand or hydroseed by the Contractor following site preparation.
- B. Seed shall be ordered in advance for planting installation to ensure availability.
- C. Seeding shall not be done during windy weather.
- D. The Contractor shall give the Engineer 48 hours' notice prior to seeding operation.
- E. Mulch shall be placed following seeding.

### 3.05 PHYSICAL COMPLETION

- A. Inspection to determine Substantial Completion of seeded areas will be made by the Engineer upon the Contractor's notification of completion.
  - 1. Seeded areas will be accepted, provided all requirements have been complied with and grass is well established and exhibits a vigorous growing condition.
  - 2. Areas failing to show a uniform stand of grass shall be reseeded at the Contractor's expense.
- B. Upon Notice of Substantial Completion, the Owner will assume lawn maintenance duties.

### 3.06 MAINTENANCE

- A. The Contractor is not responsible for maintenance of seeded areas following Substantial Completion of the Work.
- B. Any seeded areas damaged during the Work must be repaired at no cost to the Owner.

### 3.07 CLEANING

- A. The Contractor shall perform cleaning during installation of the Work and upon completion of the Work. The Contractor shall remove from the site all excess materials, soil, debris, and equipment and shall repair the damage resulting from seeding operations.

**END OF SECTION**

**Port of Tacoma  
Parcel 86 Bank Stabilization Project**

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**Appendix A  
SWPPP Short Form**

## **CONSTRUCTION SWPPP SHORT FORM**

The threshold for using the Port of Tacoma's (Port) short form is a project that proposes to clear or disturb less than one acre of land. Projects falling within this threshold may use this short form instead of preparing a professionally designed Construction Stormwater Pollution Prevention Plan (SWPPP). If project disturbance quantities exceed this threshold, you must prepare of formal Construction SWPPP as part of your submittal package. If your project is within the threshold and includes—or may affect—a critical area, please contact the Port to determine if the SWPPP short form may be used.

# CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN SHORT FORM

Project Name:

Address:

Contact/Owner:

Phone:

Erosion Control Supervisor:

Phone:

Cell:

Pager:

Emergency (After hours) Contact:

Phone:

Permit No.:

Parcel No.:

## **Required Submittals**

A Construction SWPPP consists of both a project narrative and a site plan. The project narrative describes existing conditions on the site, the proposed conditions, and how construction site runoff will be managed until final site stabilization is achieved. Any additional relevant information should be included in the project narrative. All Best Management Practices (BMPs) that will be utilized onsite must be included as part of the project narrative and provided (electronically or hard copy) as part of the submittal package. If additional BMPs beyond those included in the Washington Department of Ecology's (Ecology) Western Washington Stormwater Management Manual (Ecology SWMM) or the City of Tacoma's (City) Stormwater Management Manual (City SWMM) are proposed to be used, a narrative and appropriate details describing the BMP (its function, installation method, and maintenance activities) will be required.

The site plan is a drawing which shows the location of the proposed BMPs to control erosion and sedimentation during and after construction activities.

The City's govMe site (<http://www.govme.org>) may be used to find much of the information needed to complete this form, such as adjacent areas, topography, critical areas, the downstream drainage path, and information concerning onsite features.

## **PROJECT NARRATIVE**

The Construction SWPPP Short Form narrative must be completed at part of the submittal package. Any information described, as part of the narrative, should also be shown on the site plan.

**Note:** From October 1 through April 30, clearing, grading, and other soil disturbing activities shall only be permitted by special authorization from the Port.

**A. Project Description (Check all that apply)**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> New Structure | <input type="checkbox"/> Building Addition | <input type="checkbox"/> Grading/Excavation |
| <input type="checkbox"/> Paving        | <input type="checkbox"/> Utilities         | <input type="checkbox"/> Other:             |

1. Total project area \_\_\_\_\_ (square feet)
2. Total proposed impervious area \_\_\_\_\_ (square feet)
3. Total existing impervious area \_\_\_\_\_ (square feet)
4. Total proposed area to be disturbed \_\_\_\_\_ (square feet)
5. Total volume of cut/fill \_\_\_\_\_ (cubic yards)

Additional Project Information:

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**B. Existing Site Conditions (Check all that apply)**

1. Describe the existing vegetation on the site. (Check all that apply)  
☐ Forest   ☐ Pasture/field grass   ☐ Pavement   ☐ Landscaping   ☐ Brush  
☐ Trees   ☐ Other:
2. Describe how surface water (stormwater) drainage flows across/from the site. (Check all that apply)  
☐ Sheet Flow   ☐ Gutter   ☐ Catch Basin   ☐ Ditch/Swale   ☐ Storm Sewer  
☐ Stream   ☐ Other:
3. Describe any unusual site condition(s) or other features of note.  
☐ Steep Grades   ☐ Large depression   ☐ Underground tanks   ☐ Springs  
☐ Easements   ☐ Existing structures   ☐ Existing utilities   ☐ Other:

**C. Adjacent Areas (Check all that apply)**

1. Check any/all adjacent areas that may be affected by site disturbance and fully describe below in item 2:  
☐ Streams\*   ☐ Lakes\*   ☐ Wetlands\*   ☐ Steep slopes\*  
☐ Residential Areas   ☐ Roads   ☐ Ditches, pipes, culverts   ☐ Other:

*\* If the site is on or adjacent to a critical area (e.g., waterbody), the Port may require additional information, engineering, and other permits to be submitted with this short form.*



2. Describe how and where surface water enters the site from properties located upstream:

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3. Describe the downstream drainage path from the site to the receiving body of water (minimum distance of 0.25 mile [1320 feet]). (E.g., water flows from the site into a curb-line, then to a catch basin at the intersection of X and Y streets. A 10-inch pipe system conveys water another 1000 feet to a wetland.) Include information on the condition of the drainage structures.

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**D. Soils (Check all that apply)**

The intent of this section is to identify when additional soils information may be required for applicants using this short form. There are other site-specific issues that may necessitate a soils investigation or more extensive erosion control practices. The Port will determine these situations on a case-by-case basis as part of their review.

1. Does the project propose infiltration? Infiltration systems require prior Port approval.

☐ Yes      ☐ No

2. Does the project propose construction on or near steep slopes (15% or greater)?

☐ Yes      ☐ No

If infiltration is proposed for the site or steep slopes (15% or greater) have been identified, the Port will require soils information as part of project design. The applicant must contact a soil professional or civil engineer that specializes in soil analysis and perform an in-depth soils investigation. If the Yes box is checked for either question, the Port may not permit the use of this short form.

## E. Construction Sequencing/Phasing

1. Construction sequence: the standard construction sequence is as follows:
  - Mark clearing/grading limits.
  - Install initial erosion control Best Management Practices (BMPs) (e.g., construction entrance, silt fence, catch basin inserts, etc.).
  - Clear, grade, and fill project site as outlined in the site plan while implementing and maintaining proper temporary erosion and sediment control BMPs simultaneously.
  - Install permanent erosion protection as described in the specifications (e.g., impervious surfaces, landscaping, etc.).
  - Remove temporary erosion control methods as permitted. Do not remove temporary erosion control until permanent erosion protection is fully established.

List any changes from the standard construction sequence outlined above:

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2. Construction phasing: if construction is going to occur in separate phases, please describe:

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## F. Construction Schedule

1. Provide a proposed construction schedule (dates construction starts and ends, and dates for any construction phasing.)

**Start Date:**

**End Date:**

Interim Phasing Dates:

Wet Season Construction Activities: Wet season occurs from October 1 to April 30. Please describe construction activities that will occur during this time period.

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**Note:** Additional erosion control methods may be required during periods of increased surface water runoff.

## 2. Site plan

A site plan, to scale, must be included with this checklist that shows the following items:

- ☐ a. Address, Parcel Number, Permit Number, and Street Names
- ☐ b. North Arrow
- ☐ c. Indicate boundaries of existing vegetation (e.g., tree lines, grassy areas, pasture areas, fields, etc.)
- ☐ d. Identify any onsite or adjacent critical areas and associated buffers (e.g., wetlands, steep slopes, streams, etc.).
- ☐ e. Identify any FEMA base flood boundaries and Shoreline Management boundaries.
- ☐ f. Show existing and proposed contours.
- ☐ g. Delineate areas that are to be cleared and/or graded.
- ☐ h. Show all cut and fill slopes, indicating top and bottom of slope catch lines.
- ☐ i. Show locations where upstream run-on enters the site and locations where runoff leaves the site.
- ☐ j. Indicate existing surface water flow direction(s).
- ☐ k. Label final grade contour and indicate proposed surface water flow direction and surface water conveyance systems (e.g., pipes, catch basins, ditches, etc.).
- ☐ l. Show grades, dimensions, and direction of flow in all (existing and proposed) ditches, swales, culverts, and pipes.
- ☐ m. Indicate locations and outlets of any dewatering systems (usually to sediment trap).
- ☐ n. Identify and locate all erosion control methods to be used during and after construction.

**ONSITE FIELD VERIFICATION OF ACTUAL CONDITIONS IS REQUIRED.**

**Figure 1.** (see page 5 for Site Plan requirements)

## GUIDELINES FOR EROSION CONTROL ELEMENTS

**This SWPPP must contain the 12 required elements, as required by Ecology. Check off each element as it is addressed in the SWPPP short form and/or on your site plan.**

- ☐ 1. Mark Clearing Limits
- ☐ 2. Establish Construction Access
- ☐ 3. Control Flow Rates
- ☐ 4. Install Sediment Controls
- ☐ 5. Stabilize Soils
- ☐ 6. Protect Slopes
- ☐ 7. Protect Drain Inlets
- ☐ 8. Stabilize Channels and Outlets
- ☐ 9. Control Pollutants
- ☐ 10. Control Dewatering
- ☐ 11. Maintain BMPs
- ☐ 12. Manage the Project

The following is a brief description of each of the 12 required elements of a SWPPP. If an element does not apply to the proposed project site, please describe why the element does not apply. Applicable BMPs are listed with each element and in Table 1. Please note that this list is not a comprehensive list of BMPs available for small construction projects, but erosion and sediment control techniques most pertinent to small construction sites are included here. More detailed information on construction BMPs can be found in Ecology's SWMM Volume II and the City's SWMM Volume II (Ecology 2005; City of Tacoma 2012). Please provide hard copies of the BMPs that will be used for the project and include as part of this Construction SWPPP. BMPs that may be used if needed can be noted as being contingent in the event additional erosion control is needed. Describe any additional BMPs that will be utilized onsite and add them to the SWPPP short form.

For phased construction projects, clearly indicate erosion control methods to be used for each phase of construction.

*Element #1 – Mark Clearing Limits*

All construction projects must clearly mark any clearing limits, sensitive areas and their buffers prior to beginning any land disturbing activities, including clearing and grading. Clearly mark the limits both in the field and on the site plans. Limits shall be marked in such a way that any trees or vegetation that is to remain will not be harmed.

Applicable BMPs include:

- BMP C101: Preserving Natural Vegetation
- BMP C102: Buffer Zones
- BMP C103: High Visibility Plastic or Metal Fence
- BMP C104: Stake and Wire Fence

☐ The BMP(s) being proposed to meet this element are:

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**OR**

☐ This element is not required for this project because:

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*Element #2 – Establish Construction Access*

All construction projects subject to vehicular traffic shall provide a means of preventing vehicle “tracking” soil from the site onto streets or neighboring properties. Limit vehicle traffic on- and off-site to one route if possible. All access points shall be stabilized with a rock pad construction entrance or other Port-approved BMP. The applicant should consider placing the entrance in the area for future driveway(s), as it may be possible to use the rock as a driveway base material. The entrance(s) must be inspected weekly, at a minimum, to ensure no excess sediment buildup or missing rock.

Applicable BMPs include:

- BMP C105: Stabilized Construction Entrance
- BMP C106: Wheel Wash
- BMP C107: Construction Road/Parking Area Stabilization

☐ The BMP(s) being proposed to meet this element are:

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**OR**

☐ This element is not required for this project because:

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*Element #3 – Control Flow Rates*

Protect properties and waterways downstream of the project site from erosion due to increases in volume, velocity, and peak flow of stormwater runoff from the project site.

Permanent infiltration facilities shall not be used for flow control during construction unless specifically approved by the Environmental Department. Sediment traps can provide flow control for small sites by allowing water to pool and allowing sediment to settle out of the water.

Applicable BMPs include:

- BMP C207: Check Dams
- BMP C240: Sediment Trap

☐ The BMP(s) being proposed to meet this element are:

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**OR**

☐ This element is not required for this project because:

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*Element 4 – Install Sediment Controls*

Surface water runoff from disturbed areas must pass through an appropriate sediment removal device prior to leaving a construction site or discharging into a waterbody. Sediment barriers are typically used to slow stormwater sheet flow and allow the sediment to settle out behind the barrier.

Sediment controls must be installed/constructed prior to site grading.

Applicable BMPs include:

- BMP C208: Triangular Silt Dike
- BMP C232: Gravel Filter Berm
- BMP C233: Silt Fence
- BMP C235: Straw Wattles

☐ The BMP(s) being proposed to meet this element are:

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**OR**

☐ This element is not required for this project because:

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*Element #5 – Stabilize Soils*

Stabilize exposed and unworked soils by applying BMPs that protect the soils from raindrop impact, flowing water, and wind.

From October 1 through April 30, no soils shall remain exposed or unworked for more than 2 days. From May 1 to September 30, no soils shall remain exposed or unworked for more than 7 days. This applies to all soils whether at final grade or not.

Applicable BMPs include:

- BMP C120: Temporary and Permanent Seeding
- BMP C121: Mulching
- BMP C122: Nets and Blankets
- BMP C123: Plastic Covering
- BMP C140: Dust Control



☐ The BMP(s) being proposed to meet this element are:

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**OR**

☐ This element is not required for this project because:

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*Element #6 – Protect Slopes*

Protect slopes by diverting water at the top of the slope. Reduce slope velocities by minimizing the continuous length of the slope.

Applicable BMPs include:

- BMP C200: Interceptor Dike and Swale
- BMP C204: Pipe Slope Drains
- BMP C207: Check Dams

☐ The BMP(s) being proposed to meet this element are:

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**OR**

☐ This element is not required for this project because:

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*Element #7 – Protect Drain Inlets*

All operable storm drain inlets must be protected during construction so that stormwater runoff does not enter the conveyance system without first being filtered or treated to remove sediment. Install catch basin protection on all catch basins within 500 feet downstream of the project.

Applicable BMPs include:

- BMP C220: Storm Drain Inlet Protection

☐ The BMP(s) being proposed to meet this element are:

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**OR**

☐ This element is not required for this project because:

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*Element #8 – Stabilize Channels and Outlets*

Stabilize all temporary onsite conveyance channels. Provide stabilization to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches at the conveyance system outlets.

Applicable BMPs include:

- BMP C202: Channel Lining
- BMP C209: Outlet Protection

☐ The BMP(s) being proposed to meet this element are:

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**OR**

☐ This element is not required for this project because:

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*Element #9 – Control Pollutants*

Handle and dispose of all pollutants, including demolition debris and other solid wastes in a manner that does not cause stormwater contamination. Provide cover and containment for all chemicals, liquid products (including paint), petroleum products, and other materials. Handle all concrete and concrete waste appropriately.

Applicable BMPs include:

- BMP C150: Materials on Hand
- BMP C151: Concrete Handling
- BMP C152: Sawcutting and Surface Pollution Prevention
- BMP C153: Material Delivery, Storage and Containment

☐ The BMP(s) being proposed to meet this element are:

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**OR**

☐ This element is not required for this project because:

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*Element #10 – Control Dewatering*

Clean, non-turbid dewatering water, such as groundwater, can be discharged to the stormwater system provided the dewatering flow does not cause erosion or flooding of receiving waters. All other dewatering water shall be pumped to a settling container and taken offsite or discharged to the City sewer system. All discharges to the City sewer system require City approval, which may include a Special Approved Discharge (SAD) permit.

Applicable BMPs include:

- BMP C150: Materials on Hand

☐ The BMP(s) being proposed to meet this element are:

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**OR**

☐ This element is not required for this project because:

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*Element #11 – Maintain BMPs*

Maintain and repair temporary erosion and sediment control BMPs as needed. Inspect all BMPs at least weekly and after every storm event.

Remove all temporary erosion and sediment control BMPs within 30 days after final site stabilization or if the BMP is no longer needed. Any sediment trapped during construction activities should be removed or stabilized onsite. No sediment shall be discharged into the stormwater drainage system or any natural conveyance system (e.g., streams).

Applicable BMPs include:

- BMP C160: Certified Erosion and Sediment Control Lead

☐ The BMP(s) being proposed to meet this element are:

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**OR**

☐ This element is not required for this project because:

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*Element #12 – Manage the Project*

Phase development projects to prevent soil erosion and the transport of sediment from the project site during construction. Coordinate all work prior initial construction with subcontractors and other utilities to ensure no areas are worked prematurely.\

A designated erosion and sediment control person is required for all construction projects. This person is responsible for ensuring that the project's erosion and sediment control BMPs are appropriate for the site and are functioning properly. They are also responsible for updating the

SWPPP as necessary as site conditions warrant. They must be available 24 hours a day to ensure compliance.

Applicable BMPs include:

- BMP C160: Certified Erosion and Sediment Control Lead
- BMP C162: Scheduling
- BMP C180: Small Project Construction Stormwater Pollution Prevention

☐ The BMP(s) being proposed to meet this element are:

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**OR**

☐ This element is not required for this project because:

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**Table 1. Applicable BMPs for the 12 Elements of a SWPPP**

Element #1 – Mark Clearing Limits		
BMP C101	Preserving Natural Vegetation	
BMP C102	Buffer Zones	
BMP C103	High Visibility Plastic and Wire Fence	
BMP C104	Stake and Wire Fence	
Element #2 – Establish Construction Entrance		
BMP C105	Stabilized Construction Entrance	
BMP C106	Wheel Wash	
BMP C107	Construction Road/Parking Area Stabilization	
Element #3 – Control Flow Rates		
BMP C207	Check Dams	
BMP C240	Sediment Trap	
Element #4 – Install Sediment Controls		
BMP C208	Triangular Silt Trap	
BMP C232	Gravel Filter Berm	
BMP C233	Silt Fence	
BMP C235	Straw Wattles	
Element #5 – Stabilize Soils		
BMP C120	Temporary and Permanent Seeding	
BMP C121	Mulching	
BMP C122	Nets and Blankets	
BMP C123	Plastic Covering	
BMP C140	Dust Control	
Element #6 – Protect Slopes		
BMP C200	Interceptor Dike and Swale	
BMP C204	Pipe Slope Drains	
BMP C207	Check Dams	
Element #7 – Protect Drain Inlets		
BMP C220	Storm Drain Inlet Protection	
Element #8 – Stabilize Channels and Outlets		
BMP C202	Channel Lining	
BMP C209	Outlet Protection	
Element #9 – Control Pollutants		
BMP C150	Materials on Hand	

Element #9 – Control Pollutants, cont.		
BMP C151	Concrete Handling	
BMP C152	Sawcutting and Surfacing Pollution Prevention	
BMP C153	Materials, Delivery, Storage and Containment	
Element #10 – Control Dewatering		
BMP C150	Materials on Hand	
Element #11 – Maintain BMPs		
BMP C160	Certified Erosion and Sediment Control Lead	
Element #12 – Manage the Project		
BMP C160	Certified Erosion and Sediment Control Lead	
BMP C162	Scheduling	
BMP C180	Small Project Construction Stormwater Pollution Prevention	

## REFERENCES

City of Tacoma. 2012. Stormwater Management Manual 2012 Edition. Public Works/ Environmental Services, Maintenance Division, Tacoma, Washington.

Washington State Department of Ecology (Ecology). 2005. Stormwater Management Manual for Western Washington. Water Quality Program, Lacey, Washington.

**Port of Tacoma  
Parcel 86 Bank Stabilization Project**

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**Appendix B  
U.S. Army Corps of Engineers (USACE)  
No Permit Required Letter**





**DEPARTMENT OF THE ARMY**  
**CORPS OF ENGINEERS, SEATTLE DISTRICT**  
**P.O. BOX 3755**  
**SEATTLE, WASHINGTON 98124-3755**

Regulatory Branch

March 25, 2021

Ms. Jenn Stebbings  
Port of Tacoma  
P.O. Box 1837  
Tacoma, Washington 98401-1837

Reference: NWS-2021-42-WRD  
Tacoma, Port of (Parcel 86)

Dear Ms. Stebbings:

We have received your application for a Department of the Army (DA) permit to install a sheet pile wall adjacent to Hylebos Waterway at Tacoma, Washington, as depicted on the enclosed drawings dated March 22, 2021. We have reviewed the information you provided to us pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899. We have determined that a DA permit is not required for your proposed work as described in your application and drawings.

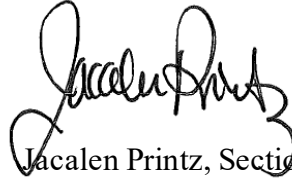
Under Section 10 of the Rivers and Harbors Act of 1899, a Section 10 DA permit is normally required for work or structures in or affecting navigable waters of the U.S. Because work will occur landward of mean high water, a Section 10 DA permit is not required.

Under Section 404 of the Clean Water Act, a DA permit is normally required for the discharge of dredged or fill material (e.g., fill, excavation, or mechanized land clearing) into waters of the U.S., including wetlands and navigable waters of the U.S. For more information, see the enclosed *Clean Water Act Extracts and Definitions*. The Hylebos Waterway is a water of the U.S. However, because discharge of dredged or fill material will occur landward of the high tide line at this location, a Section 404 DA permit is not required.

While a DA permit is not required, local, State, and other Federal requirements may still apply. For assistance in determining other permit requirements for the proposed project, we recommend you contact the Washington State Office of Regulatory Assistance via the internet at [www.ora.wa.gov](http://www.ora.wa.gov).

If you have any questions, please contact the project manager, Mr. Daniel Krenz at [daniel.a.krenz@usace.army.mil](mailto:daniel.a.krenz@usace.army.mil) or by phone at (206) 316-3153.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jacalen Printz', with a stylized flourish at the end.

Jacalen Printz, Section Chief  
Regulatory Branch

Enclosure

**Port of Tacoma  
Parcel 86 Bank Stabilization Project**

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**Appendix C  
Shoreline Substantial Development  
Permit (SSDP) Exemption Letter**



City of Tacoma  
Planning and Development Services

April 9, 2021

Jenn Stebbings, Environmental PM - Biologist  
Port of Tacoma  
PO Box 1837  
Tacoma, WA 98401-1837

via email: [jstebbing@portoftacoma.com](mailto:jstebbing@portoftacoma.com)

RE: LU21-0028 Shoreline Substantial Development Permit Exemption  
Parcel 88 Erosion Control, 3701 Taylor Way, parcel 03213634024

Dear Ms. Stebbings:

You have requested a shoreline exemption for emergency bank stabilization at the head of the Hylebos Waterway. Work includes:

- Vegetation clearing;
- Installation of approximately 50 lf of sheet pile wall;
- Placement of backfill and re-grading the surface; and
- Re-planting with native vegetation.

The work will take place on an engineered slope/embankment and will be done to protect existing infrastructure, including a stormwater vault and environmental cap, from further erosion. Because the repair will involve the installation of a permanent structure, a full shoreline substantial development permit (SSDP) will be pursued after the fact.

Pursuant to WAC 197-11-800, subsection (3) and the City of Tacoma's State Environmental Policy Act (SEPA) Procedures, this proposed action is categorically exempt from the Threshold Determination and Environmental Impact Statement requirements of SEPA.

The proposed maintenance/repair has been determined to be consistent with the City's SMP exemption criteria in TMC 19.2.3.3 to prevent a decline, lapse, or cessation from a lawfully established condition and section 2.3.3.4 to prevent damage from the elements. The requested exemption to the City's Shoreline Substantial Development Permit requirement is consistent with the policies of the Shoreline Master Act, the policies and implementing regulations of the SMP and with the criteria set forth in the WAC and RCW for the authorization of such permits.

Therefore, the exemption request is Approved, subject to the following conditions:

1. Site/building permits are required for all work.
2. A geotechnical report was not provided with this submittal. Final design and permitting will require geotechnical report addressing design loads and potential geo-

hazards including but not limited to liquefaction.

3. All appropriate BMPs must be utilized to prevent erosion or other deleterious materials from entering state waters.
4. The work must be accomplished per the approved plans and specifications.
5. All work will be done during approved work windows as applicable and as prescribed by WDFW and USACE.
6. Approval from the Army Corps of Engineers is required prior to issuance of City of Tacoma construction permits and should be uploaded with the building permit application.
7. Application for a shoreline substantial development permit shall be made within one year of this letter.
8. A copy of this exemption letter will be available on the site during all phases of the project. The applicant is also advised of the following:

This permit is only applicable to the proposed project as described above and based upon the information submitted by the applicant. Future activities or development within the waters of the state or shoreline jurisdiction may be subject to further review and additional permits or exemptions as required in accordance with TMC Title 19.

We are issuing this letter of exemption per the provisions of Tacoma's *Shoreline Master Program* and Tacoma Municipal Code (TMC) Title 19 to comply with the requirements of WAC 173-27-050 and WAC 173-27-040. Should you have any further questions or requests please do not hesitate to contact me at 253-345-0879.

Sincerely,



Shirley Schultz  
Principal Planner

cc via electronic mail:

Washington Department of Ecology, Shorelands & Environmental Assistance Program, Zach Meyer,  
SWRO, P.O. Box 47775, Olympia, WA 98504-7775 (zmey461@ecy.wa.gov)  
Washington Department of Fish and Wildlife, Elizabeth Bockstiegel, 600 Capitol Way N., Olympia, WA  
98501-1091 (elizabeth.bockstiegel@dfw.wa.gov)  
U.S. Army Corps of Engineers, Attn: Regulatory Branch, CENWS-OD-RG Attn: Halie Endicott, P.O. Box  
C-3755, Seattle, WA 98124 (halie.endicott@usace.army.mil)  
U.S. Fish & Wildlife Service, Attn: Judy Lantor, 510 Desmond Drive SE #102, Lacey, WA 98503  
([judy\\_lantor@fws.gov](mailto:judy_lantor@fws.gov))  
Washington Department of Natural Resources, Attn: Irene Matsuoka (Irene.Matsuoka@dnr.wa.gov)

**Port of Tacoma  
Parcel 86 Bank Stabilization Project**

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**Appendix D  
Phase 1 Construction Restart  
COVID-19 Job Site Requirements**

# Phase 1 Construction Restart

## COVID-19 Job Site Requirements

### **Phase 1: Low-risk construction work resumes.**

***Any existing construction projects complying with the points below may resume only those work activities that do not require workers to be closer than six-feet together. If a work activity requires workers to be closer than six-feet, it is not considered low-risk and is not authorized. Adherence to the physical distancing requirement and the health and safety points below will be strictly enforced.***

Prior to recommencing work all contractors are required to develop and post at each job site a comprehensive COVID-19 exposure control, mitigation, and recovery plan. The plan must include policies regarding the following control measures: PPE utilization; on-site social distancing; hygiene; sanitation; symptom monitoring; incident reporting; site decontamination procedures; COVID-19 safety training; exposure response procedures; and a post-exposure incident project wide recovery plan. A copy of the plan must be available on each job site during any construction activities and available for inspection by state and local authorities. Failure to meet posting requirements will result in sanctions, including the job being shut down.

All Contractors are required to post at each job site written notice to employees, subcontractors and government officials the Phase 1 work that will be performed at that job site and signed commitment to adhere to the requirements listed in this document.

All contractors have a general obligation to keep a safe and healthy worksite in accordance with state and federal law. Failure to follow these requirements will be considered a violation of these duties and be penalized accordingly. Under RCW 49.17.060, “each employer shall furnish to each of their employees a place of employment free from recognized hazards that are causing or likely to cause serious injury or death to his or her employees and shall comply with the rules, regulations, and orders promulgated under this chapter.” The Washington State Department of Labor & Industries’ Division of Occupational Safety and Health (DOSH) is responsible for workplace safety and health, including inspections and enforcement, consultation, technical assistance, training, education and grants.

All contractors are also required to comply with the following COVID-19 worksite-specific safety practices, as outlined in Gov. Jay Inslee’s “Stay Home, Stay Healthy” Proclamation 20-25, and in accordance with the Washington State Department of Labor & Industries General Coronavirus Prevention Under Stay Home-Stay Healthy Order (DOSH Directive 1.70: <https://www.lni.wa.gov/safety-health/safety-rules/enforcement-policies/DD170.pdf>) and the Washington State Department of Health Workplace and Employer Resources & Recommendations at <https://www.doh.wa.gov/Coronavirus/workplace>:

### **COVID-19 Site Supervisor**

1. A site-specific COVID-19 Supervisor shall be designated by the contractor at every job site to monitor the health of employees and enforce the COVID-19 job site safety plan. A designated COVID-19 Supervisor must be present at all times during construction activities, except on single-family residential job sites with 6 or fewer people on the site.

### **COVID-19 Safety Training**

2. A Safety Stand-Down/toolbox talk/tailgate training must be conducted on all job sites on the first day of returning to work, and weekly thereafter, to explain the protective measures in place for all workers. Social distancing must be maintained at all gatherings.
3. Attendance will be communicated verbally and the trainer will sign in each attendee.
4. COVID-19 safety requirements shall be visibly posted on each jobsite.

### **Social Distancing**

5. Social distancing of at least 6 feet of separation must be maintained by every person on the worksite at all times.
6. Gatherings of any size must be precluded by taking breaks and lunch in shifts. Any time two or more persons must meet, ensure minimum 6 feet of separation.
7. Identify “choke points” and “high-risk areas” on job sites where workers typically congregate and control them so social distancing is always maintained.
8. Minimize interactions when picking up or delivering equipment or materials, ensure minimum 6-foot separation.
9. To the extent practical allow only one trade/subcontractor at a time on a jobsite and maintain 6-foot separation social distancing for each member of that trade. If more than one trade/subcontractor must be on the job to complete the job then at a minimum all trades and subcontractors must maintain social distancing policies in accordance with this guidance.

### **Personal Protective Equipment (PPE) – Employer Provided**

10. Provide personal protective equipment (PPE) such as gloves, goggles, face shields and face masks as appropriate, or required, for the activity being performed.
11. Masks, in accordance with Washington Department of Health guidelines, or as required by Washington Department of Labor & Industries (L&I) safety rules, must be worn at all times by every employee on the worksite.
12. Eye protection must be worn at all times by every employee while on worksite.
13. Gloves must be worn at all times by every employee while on worksite. The type of glove worn should be appropriate to the task. If gloves are not typically required for the task, then any type of glove is acceptable, including latex gloves.
14. If appropriate PPE cannot be provided, the worksite must be shut down.



## **Sanitation and Cleanliness**

15. Soap and running water shall be abundantly provided on all job sites for frequent handwashing. Workers should be encouraged to leave their workstations to wash their hands regularly, before and after going to the bathroom, before and after eating and after coughing, sneezing or blowing their nose.
16. When running water is not available, portable washing stations, with soap, are required, per WAC 296-155-140 2(a) – (f). Alcohol-based hand sanitizers with greater than 60% ethanol or 70% isopropanol can also be used, but are not a replacement for the water requirement.
17. Post, in areas visible to all workers, required hygienic practices, including not to touch face with unwashed hands or with gloves; washing hands often with soap and water for at least 20 seconds; use hand sanitizer with at least 60% alcohol; cleaning and disinfecting frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs; covering the mouth and nose when coughing or sneezing as well as other hygienic recommendations by the U.S. Centers for Disease Control (CDC).
18. Make disinfectants available to workers throughout the worksite and ensure cleaning supplies are frequently replenished.
19. Frequently clean and disinfect high-touch surfaces on job sites and in offices, such as shared tools, machines, vehicles and other equipment, handrails, doorknobs, and portable toilets. If these areas cannot be cleaned and disinfected frequently, the jobsite shall be shut down until such measures can be achieved and maintained.
20. When the worksite is an occupied home, workers should sanitize work areas upon arrival, throughout the workday and immediately before they leave, and occupants should keep a personal distance of at least 10 feet.
21. If an employee reports feeling sick and goes home, the area where that person worked should be immediately disinfected.

## **Employee Health/Symptoms**

22. Create policies which encourage workers to stay home or leave the worksite when feeling sick or when they have been in close contact with a confirmed positive case. If they develop symptoms of acute respiratory illness, they must seek medical attention and inform their employer.
23. Have employees inform their supervisors if they have a sick family member at home with COVID-19. If an employee has a family member sick with COVID-19, that employee must follow the isolation/quarantine requirements as established by the State Department of Health.
24. Screen all workers at the beginning of their shift by taking their temperature and asking them if they have a fever, cough, shortness of breath, fatigue, muscle aches, or new loss of taste or smell. Thermometers used shall be 'no touch' or 'no contact' to the greatest extent possible. If a 'no touch' or 'no contact' thermometer is not available, the thermometer must be properly sanitized between each use. Any worker with a temperature of 100.4°F or higher is considered to have a fever and must be sent home.

25. Instruct workers to report to their supervisor if they develop symptoms of COVID-19 (e.g., fever, cough, shortness of breath, fatigue, muscle aches, or new loss of taste or smell). If symptoms develop during a shift, the worker should be immediately sent home. If symptoms develop while the worker is not working, the worker should not return to work until they have been evaluated by a healthcare provider.
26. Failure of employees to comply will result in employees being sent home during the emergency actions.
27. Employees who do not believe it is safe to work shall be allowed to remove themselves from the worksite and employers must follow the expanded family and medical leave requirements included in the Families First Coronavirus Response Act or allow the worker to use unemployment benefits, paid time off, or any other available form of paid leave available to the worker at the workers discretion.
28. Any worker coming to work on a construction site in Washington from any state that is not contiguous to Washington must self-quarantine for 14 days to become eligible to work on a job site in Washington.
29. If an employee is confirmed to have COVID-19 infection, employers should inform fellow employees of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA). The employer should instruct fellow employees about how to proceed based on the CDC [Public Health Recommendations for Community-Related Exposure](#).

#### **Job Site Visitors**

30. A daily attendance log of all workers and visitors must be kept and retained for at least four weeks. The log must include the name, phone number, and email address of all workers and visitors.

**No jobsite may operate until the contractor can meet and maintain all requirements, including providing materials, schedules and equipment required to comply.**

These Phase 1 COVID-19 job site safety practices are required as long as the “Stay Home, Stay Healthy” Gubernatorial Proclamation 20-25 is in effect or if adopted as rules by a federal, state or local regulatory agency. **All items minus numbers 28 and 30 are subject to enforcement action under L&I’s Division of Occupational Safety and Health (DOSH).**

**Workplace safety and health complaints** may be submitted to the L&I Call Center: (1-800-423-7233) or via e-mail to [adag235@lni.wa.gov](mailto:adag235@lni.wa.gov). **General questions about how to comply with construction safety practices** can be submitted to the state’s Business Response Center at <https://app.smartsheet.com/b/form/2562f1caf5814c46a6bf163762263aa5>. **All other violations related to Proclamation 20-25** can be submitted via at: <https://bit.ly/covid-compliance>.