City of Tacoma
Department of Public Works
Facilities Management Division

PROJECT MANUAL

FOSS WATERWAY SITE 8 DEMO

REQUEST FOR BIDS
SPECIFICATION NO.: PW23-0125F
REQUEST FOR BIDS PW23-0125F
Foss Waterway Site 8 Demo

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 23rd, 2024

Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, sendbid@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

- **By Email:**
  
  sendbid@cityoftacoma.org
  
  Maximum file size: 35 MB. Multiple emails may be sent for each submittal

Bid Opening: Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 AM. Attend via this link or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained at the City’s plan distribution service provider, ARC, 632 Broadway, Tacoma, WA, or by going to http://www.e-arc.com/location/tacoma. Prospective bidders will be required to pay reproduction costs. A list of vendors registered for this solicitation is also available at their website.

Pre-Proposal Meeting: A pre-proposal meeting will be held at 1129 Dock Street at 9am on April 2nd, 2024

Project Scope: Demolition of the existing building located at 1129 Dock Street within the City of Tacoma. The building slab shall be left in place.

Estimate: $275,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code and in accordance with State of Washington law.

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the Additional Information section.

Title VI Information: “The City of Tacoma” in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Tina Eide, Senior Buyer by email to teide@cityoftacoma.org.

Protest Policy: City of Tacoma protest policy, located at www.tacomapurchasing.org, specifies procedures for protests submitted prior to and after submittal deadline.

Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.
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Public works and improvement projects for the City of Tacoma are subject to Washington state law and Tacoma Municipal Code, including, but not limited to the following:

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

In order to be considered a responsible bidder the bidder must meet the following mandatory state responsibility criteria contained in RCW 39.04.350:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
   a. Have Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;
   b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
   c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).
5. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW and must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

Effective March 30, 2012, RCW 39.04.380 imposes a reciprocal preference for resident contractors. Any bid received from a non-resident contractor from a state that provides an in-state percentage bidding preference is subject application of a comparable percentage disadvantage.

A non-resident contractor from a state that provides an in-state percentage bidding preference means a contractor that:

1. Is from a state that provides a percentage bid preference to its resident contractors bidding on public works projects, and
2. Does not have a physical office located in Washington at the time of bidding on the City of Tacoma public works project.

The state of residence for a non-resident contractor is the state in which the contractor was incorporated, or if not a corporation, the state in which the contractor’s business entity was formed.
The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident contractor’s bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

The reciprocal preference evaluation does not apply to public works procured pursuant to RCW 39.04.155, RCW 39.04.280, federally funded competitive solicitations where such agencies prohibit the application of bid preferences, or any other procurement exempt from competitive bidding.

Bidders must provide the City of Tacoma with their state of incorporation or the state in which the business entity was formed and include whether the bidder has a physical office located in Washington.

The bidder shall submit documentation demonstrating compliance with above criteria on the enclosed State Responsibility and Reciprocal Bidder Information form.

**C. SUBCONTRACTOR RESPONSIBILITY**

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

   a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

   b. Have a current Washington Unified Business Identifier (UBI) number;

   c. If applicable, have:

      a. Have Industrial Insurance (workers' compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;

      b. A Washington Employment Security Department number, as required in Title 50 RCW;

      c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

      d. An electrical contractor license, if required by Chapter 19.28 RCW;

      e. An elevator contractor license, if required by Chapter 70.87 RCW and;

3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).
II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

In order to be considered a responsible bidder, the prospective bidder shall have all of the following qualifications set forth in Tacoma Municipal Code 1.06.262:

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

In addition to the mandatory bidder responsibility criteria listed immediately above, the City may, in addition to price, consider any or all of the following criteria contained in Tacoma Municipal Code Chapter 1.06.262 in determining bidder responsibility:

1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
2. Whether the respondent can perform the contract within the time specified, without delay or interference;
3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents, including past compliance with the City’s Ethics Code;
4. Quality of performance of previous contracts;
5. Previous and existing compliance with laws and ordinances relating to contracts or services;
6. Sufficiency of the respondent’s financial resources;
7. Quality, availability, and adaptability of the supplies, purchased services or public works to the particular use required;
8. Ability of the respondent to provide future maintenance and service on a timely basis;
9. Payment terms and prompt pay discounts;
10. The number and scope of conditions attached to the submittal;
11. Compliance with all applicable City requirements, including but not limited to the City’s Ethics Code and its Equity in Contracting and Local Employment and Apprenticeship Training programs;
12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.

The City may require bidders to furnish information, sworn or certified to be true, to demonstrate compliance with the City responsibility criteria set forth above. If the city manager or director of utilities is not satisfied with the sufficiency of the information provided, or if the prospective respondent does not substantially meet all responsibility requirements, any submittal from such respondent must be disregarded.
B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City’s supplemental criteria by submitting a written request to the Purchasing Division via email to bids@cityoftacoma.org no later than 5:00 p.m. Pacific Time, three days prior to the submittal deadline. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

The City will respond to a timely submitted request prior to the bid opening date. Changes to the supplemental criteria, if warranted, will be issued by addendum to the solicitation documents and posted to the City’s website for the attention of all prospective bidders.

D. DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the criteria above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination in a manner consistent with the City’s Protest Policy. Appeals are coordinated by the Purchasing Division heard by the Procurement and Payables Division manager for contracts less than or equal to $500,000 and by Contracts and Awards Board for contracts greater than $500,000.
BID PERIOD FORMS

The following forms shall be used during the bidding process to request clarifications and substitutions. These forms are not required to be submitted with the bid.

- Bidder Question Form
BIDDER QUESTION FORM

Foss Waterway Site 8 Building Demo
SPECIFICATION NO.: PW23-0125F

Prospective bidders must submit questions or clarifications in writing on this form allowing time for a written reply to reach all prospective bidders before the submission of the bids. Bidder questions shall be submitted on this form via e-mail to:

Brandon Snow, Senior Buyer.
E-mail address: bsnow@cityoftacoma.org

All e-mails must be received by Noon on Friday, April 5th, 2024. Where changes in the project documents are required, an addendum will be issued to everyone on the plan holder’s list and posted on www.tacomapurchasing.org.

I have the following question(s):

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Submitted by:

Name

Representing

Address

Phone Number
PROPOSAL FORMS

The following forms must be completed in their entirety and submitted with the bid. Bidders must use the forms provided. Do not modify or substitute forms. Failure to complete and submit all the forms in this section may result in the bid being declared unresponsive and rejected.

1. BID PROPOSAL
2. SIGNATURE PAGE
3. EQUITY IN CONTRACTING (EIC) UTILIZATION FORM
4. BID BOND
5. STATE RESPONSIBILITY FORM
6. GENERAL CONTRACTOR QUALIFICATION SUBMITTAL
7. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES FORM
BID PROPOSAL

City of Tacoma
Department of Public Works
Facilities Management

Name of Firm: ____________________________________________________________

(Write in company name)

In compliance with the contract documents, the following bid proposal is submitted:

BASE BID:
Lump sum base bid is inclusive of the Scope of Work described in the Contract Documents.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE BID</td>
<td>$____________</td>
</tr>
<tr>
<td>WA STATE SALES TAX @ 10.3%</td>
<td>$____________</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>$____________</td>
</tr>
</tbody>
</table>

BID ALTERNATES: (do not include Washington State Sales Tax)

The undersigned proposes to modify the contract requirements and scope of work as defined in the Contract Documents and as described in the Project Manual, for the following amounts to be added to the Base Bid. The Owner reserves the right to accept or reject any or alternates within (90) days of the bid date.

Additive Alternate No. AA-1,
THERE ARE NO ALTERNATES $____________
UNIT PRICES: (do not include Washington State Sales Tax)
The following unit prices shall be for any additive or deductive work as described in Section 01 23 00 Unit Prices of the Project Manual. The unit price shall include full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid. Unit prices will be in effect through the contract duration.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Unit Description</th>
<th>Additive Unit Price</th>
<th>Deductive Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>N/A</td>
<td>$</td>
<td>$ N/A</td>
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<tr>
<td>2</td>
<td>N/A</td>
<td>$</td>
<td>$ N/A</td>
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<tr>
<td>3</td>
<td>N/A</td>
<td>$</td>
<td>$ N/A</td>
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</tbody>
</table>

INTENT AND AFFIDAVIT OF WAGES PAID:
In compliance with Chapter 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs shall be included in the base bid.

CITY OF TACOMA PROGRAMS:
The City of Tacoma’s Equity In Contracting (EIC) and Local Employment & Apprenticeship (LEAP) Program requirements apply to this project. Refer to the Section “City Programs”.
- The EIC utilization requirement is 5% MBE, 1% WBE and 5% SBE businesses certified by WA State Office of Minority and Women’s Business Enterprise (OMWBE).
- There is NO LEAP requirement on this project

TIME FOR COMPLETION:
The undersigned hereby agrees to substantially complete all the work under the Base Bid (and accepted alternates and/or unit prices) within 100 calendar days after the Notice to Proceed.

LIQUIDATED DAMAGES:
The undersigned agrees to pay the Owner as liquidated damages the sum of $300 for each consecutive calendar day beyond the SUBSTANTIAL COMPLETION date. Liquidated damages shall be deducted from the contract by change order.
SUSTAINABILITY:

1) Have you incorporated sustainability into your everyday business practices? Yes / No  
Please Describe:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

2) Have you taken measures to minimize impacts to the environment in the delivery of proposed 
goods and services? Yes / No  
Please Describe:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

3) Will you be incorporating and implementing sustainable practices during the construction of this 
project? Yes / No  
Please Describe:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
SIGNATURE PAGE

CITY OF TACOMA
PUBLIC WORKS DEPARTMENT / FACILITIES MANAGEMENT DIVISION

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the Request for Bids page near the beginning of the specification. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

REQUEST FOR BIDS SPECIFICATION NO. PW23-0125F
Foss Waterway Site 8 Building Demo

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Bidder/Proposer’s Registered Name
Signature of Person Authorized to Enter into Contracts for Bidder/Proposer
Date
Address
Printed Name and Title
City, State, Zip
(Area Code) Telephone Number / Fax Number
Authorized Signatory E-Mail Address
State Business License Number
in WA, also known as UBI (Unified Business Identifier) Number
State Contractor’s License Number
(See Ch. 18.27, R.C.W.)
E-Mail Address for Communications

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.
EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document only the contractors, subcontractors, material suppliers or other types of firms that are intended to be used to meet the stated EIC requirements for the contract awarded from this solicitation. This information will be used to determine contract award. Additional forms may be used if needed.

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are required to solicit bids from Businesses that are "Certified" by the Office of Minority and Women's Business Enterprises (OMWBE) [www.omwbe.wa.gov](http://www.omwbe.wa.gov) as a MBE, WBE, and SBE to be know as "Certified Business".
- It is the Prime contractor’s responsibility to verify the certification status of the business(s) intended to be utilized prior to the submittal deadline.

Bidder’s Name: 

<table>
<thead>
<tr>
<th>Spec. No.</th>
<th>Base Bid $</th>
<th>Business Name and Certification Number(s)</th>
<th>MBE, WBE, or SBE (Write all that apply)</th>
<th>NAICS code(s)</th>
<th>Contractor Bid Amount (100%)</th>
<th>Material Supplier Bid Amount (20%)</th>
<th>Estimated MBE Usage Dollar Amount</th>
<th>Estimated WBE Usage Dollar Amount</th>
<th>Estimated SBE Usage Dollar Amount</th>
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a. MBE Utilization %  
b. WBE Utilization %  
c. SBE Utilization %

By signing and submitting this form the bidder certifies that the OMWBE Certified Business(s) listed will be used on this project including all applicable change orders.

Type or Print Name of Responsible Officer / Title: ___________________________  
Signature of Responsible Officer: ___________________________  
Date: ___________________________

CCD/EIC/BID DOCS revised March 4, 2022
INSTRUCTIONS FOR COMPLETING
EIC UTILIZATION FORM

The purpose of these instructions is to assist bidders in properly completing the EIC Utilization Form.

This form when submitted with your bid, provides information to the City of Tacoma to accurately review and evaluate your proposed EIC usage.

1. * Base Bid is the prime contractor’s bid, plus any alternates, additives and deductibles selected by the City of Tacoma. Also, please refer to Items #10-12 below.

2. Column “a” – List all Certified Business(s) that you will be awarding a contract to if you are the successful bidder.

3. Column "b" – Identify if the Certified Business(s) is being utilized as an MBE, WBE, or SBE. (Businesses may count towards multiple requirements).

4. Column "c" – List the appropriate NAICS code(s) for the scope of work, services, or materials/supplies for each Certified Business.

5. Column “d” – The bid amount must be indicated for all listed Certified Businesses that you plan on doing business with. This quote is the price that you and the Certified Businesses have negotiated prior to bid opening.

6. Column “e” – The bid amount must be indicated for all listed Certified Businesses that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.

7. Column "f" – Estimated MBE Usage Dollar Amount: For all MBE firms used, multiply the amount in Column “d” by 1.0 plus the amount in Column “e” by 0.20. Insert the total amount in this column.

8. Column “g” – Estimated WBE Usage Dollar Amount: For all WBE firms used, multiply the amount in Column “d” by 1.0 plus the amount in Column “e” by 0.20. Insert the total amount in this column.

9. Column “h” – Estimated SBE Usage Dollar Amount: For all MBE, WBE, or SBE firms used, Multiply the amount in Column “d” by 1.0 plus the amount in Column “e” by 0.20. Insert the total amount in this column.

10. Block “i” – The percentage of actual MBE utilization calculated on the Base Bid only. (Divide the sum of Estimated MBE Usage Dollar Amount (Column “f”) by your Base Bid (*) then multiply by 100 to get a percentage: $ amounts from column “f” divided by Base Bid (*) x 100 = MBE usage as a percentage of the Base Bid.)

11. Block “j” – The percentage of actual WBE utilization calculated on the Base Bid only. (Divide the sum of Estimated WBE Usage Dollar Amount (Column “g”) by your Base Bid (*) then multiply by 100 to get a percentage: $ amounts from column “g” divided by Base Bid (*) x 100 = WBE usage as a percentage of the Base Bid.)
12. Block “k” – The percentage of actual SBE utilization calculated on the Base Bid only. (Divide the sum of Estimated SBE Usage Dollar Amount (Column “h”) by your Base Bid (*) then multiply by 100 to get a percentage: $ amounts from column “h” divided by Base Bid (*) x 100 = SBE usage as a percentage of the Base Bid.)

It is the prime contractor’s responsibility to check the status of Certified Businesses prior to bid opening. Call the EIC Office at 253-591-5826 or email at EICOffice@cityoftacoma.org for additional information.
Herewith find deposit in the form of a cashier’s check in the amount of $__________________ which amount is not less than 5-percent of the total bid.

SIGN HERE__________________________________

---

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, ______________________________________________________________, as Principal, and _______________________________________________________________________, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of ____________________ ____________________ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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 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______.

PRINCIPAL:  

__________________  

SURETY:  

__________________  

__________________  

__________________

__________________

__________________

__________________

__________________  20_____

Received return of deposit in the sum of $ __________________________________________

__________________
Specification No. ______________________

Name of Bidder: ______________________

State Responsibility and Reciprocal Bid Preference Information

Certificate of registration as a contractor
(Must be in effect at the time of bid submittal):

Number: ____________________________
Effective Date: ______________________
Expiration Date: ______________________

Current Washington Unified Business Identifier
(UBI) Number:

Number: ____________________________

Do you have industrial insurance (workers’ compensation)
Coverage nor your employees working in Washington?

☐ Yes    ☐ No
☐ Not Applicable

Washington Employment Security Department Number

Number: ____________________________
☐ Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: ____________________________
☐ Not Applicable

Have you been disqualified from bidding any public
works contracts under RCW 39.06.010 or 39.12.065(3)?

☐ Yes    ☐ No
If yes, provide an explanation of your disqualification on a separate page.

Do you have a physical office located in the state of
Washington?

☐ Yes    ☐ No

If incorporated, in what state were you incorporated?

State: ________________ ☐ Not Incorporated

If not incorporated, in what state was your business
entity formed?

State: ________________

Have you completed the training required by RCW
39.04.350, or are you on the list of exempt businesses
maintained by the Department of Labor and Industries?

☐ Yes    ☐ No
This form shall be completed in its entirety, submitted with the bid, and shall be used to demonstrate the General Contractor’s minimum experience. Failure to submit this form may be grounds for bid rejection.

The City shall be the sole judge in determining if the prospective Contractor meets the bidder minimum experience requirements. The City reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.

Qualification of General Contractor: General Contractor shall have a minimum of five (5) projects, of similar size and scope within the last five (5) years, demonstrating an ability to meet the contract schedule and requirements. General Contractor shall meet all Local and State Certifications and License requirements prior to bidding. Copies of the required Certificates and Licenses shall be made available upon request.

Name: ________________________________

Address: ________________________________

Contact Person: __________________________ Phone: __________________________

**Project Experience:**

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<th>Project No. 1 Name:</th>
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<tr>
<td>Project Owner:</td>
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<tr>
<td>Owner Contact / Phone No.:</td>
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<tr>
<td>Date Work Completed:</td>
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<td>Description of Work:</td>
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<th>Project No. 2 Name:</th>
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<td>Project Owner:</td>
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<td>Owner Contact / Phone No.:</td>
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<td>Description of Work:</td>
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<th>Project No. 4 Name:</th>
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<td>Owner Contact / Phone No.:</td>
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<td>Contact Person:</td>
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<td>Date Work Completed:</td>
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<th>Project No. 5 Name:</th>
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<td>Owner Contact / Phone No.:</td>
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<td>Contact Person:</td>
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<td>Date Work Completed:</td>
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<td>Description of Work:</td>
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</table>
Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, January 10, 2023, that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as 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.

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Bidder

__________________________________________
Signature of Authorized Official*

__________________________________________
Printed Name

__________________________________________
Title

__________________________________________  ______________________________________  ______________________________________
Date                                           City                                    State

Check One:
Individual ☐     Partnership ☐    Joint Venture ☐    Corporation ☐

State of Incorporation, or if not a corporation, the state where business entity was formed:

__________________________________________

If a co-partnership, give firm name under which business is transacted:

__________________________________________

* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.
CONTRACT FORMS (POST AWARD)

1. CONTRACT
2. INSURANCE CERTIFICATE REQUIREMENTS
3. PERFORMANCE BOND TO THE CITY OF TACOMA
4. PAYMENT BOND TO THE CITY OF TACOMA
5. GENERAL RELEASE TO THE CITY OF TACOMA
This Contract is made and entered into effective as of [Month], [Day], [Year] ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and [supplier name as it appears in Ariba, including dbas or trade names] ("Contractor").

That in consideration of the mutual promises and obligations hereinafter set forth the Parties hereto agree as follows:

I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as "Contract Documents":

1. Specification No. [Spec Number] [Spec Title] together with all authorized addenda.
2. Contractor's submittal [or specifically described portions thereof] dated [Enter Submittal Date] submitted in response to Specification No. [Spec Number] [Spec Title].
3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.

II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.

If CONTRACTOR's receipt of federal funds under this Contract is as a subrecipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.

III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:

1. Contract, inclusive of Appendices A and B.
2. List remaining Contract Documents in applicable controlling order.

IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx

V. The total price to be paid by City for Contractor’s full and complete performance hereunder, including during any authorized renewal terms, may not exceed: $[Dollar Amount], plus any applicable taxes.

VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.

VII. The City’s preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.
VIII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:
Signature: ____________________________
Name: ____________________________
Title: ____________________________

CONTRACTOR:
Signature: ____________________________
Name: ____________________________
Title: ____________________________

(City of Tacoma use only - blank lines are intentional)

Director of Finance: ____________________________

Deputy/City Attorney (approved as to form): ____________________________

Approved By: ____________________________

Approved By: ____________________________

Approved By: ____________________________

Approved By: ____________________________

Approved By: ____________________________

APPENDIX A
FEDERAL FUNDING
1. Termination for Breach

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR’s breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

2. Prevailing Wages

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.

2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:

   i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.

   ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.

   iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

3. COPELAND ANTI-KICKBACK ACT

For Contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. EQUAL EMPLOYMENT OPPORTUNITY
During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over $10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor’s legal duty to furnish information.

D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. In the event of CONTRACTOR’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures.
authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.

C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal
contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

6. CLEAN AIR ACT
   A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

   B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal funds.

7. FEDERAL WATER POLLUTION CONTROL ACT
   A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

   B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.

   C. CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal funding.

8. DEBARMENT AND SUSPENSION
   A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

   B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.
C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT

A. Contractors who apply or bid for an award of $100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.

B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

10. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
APPENDIX A-1

APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

The Contractor, __________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

___________________________________
Signature of Contractor’s Authorized Official

___________________________________
Name and Title of Contractor’s Authorized Official

_______________Date
## APPENDIX B—Sub-recipient information and requirements

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

| (i) Agency Name (must match the name associated with its unique entity identifier) | (ii) Unique Entity Identifier (i.e., DUNS) | City of Tacoma Number for This Agreement |
| (iii) Federal Award Identification Number (FAIN) | (iv) Federal Award Date | (v) Federal Period of Performance Start and End Date |
| (vi) Federal Budget Period Start and End Date |
| (vii) Amount of Federal Funds Obligated to the agency by this action: $ | (viii) Total Amount of Federal Funds Obligated to the agency | (ix) Total Amount of the Federal Award Committed to the agency $ |
| (x) Federal Award Project Description: |

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS—City of Tacoma

|x(i) Federal Awarding Agency: DEPARTMENT OF THE TREASURY |
|x(ii) Awarding Official Name and Contact Information: City of Tacoma |
|x(iii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement) |
|x(iv) Indirect Cost Rate for the Federal Award |
|x(v) Award Payment Method (lump sum payment or reimbursement) |
|x(vi) Identification of Whether the Award is R&D |
This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as “Contractor”.

1. **GENERAL REQUIREMENTS**

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.

1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.

1.3. Liability insurance policies, except for Professional Liability and Workers’ Compensation, shall:

1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as additional insured

1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma

1.3.3. Contain a “Waiver of Subrogation” clause in favor of City of Tacoma

1.3.4. Include a “Separation of Insureds” clause that applies coverage separately to each insured and additional insured

1.3.5. Name the “City of Tacoma” on certificates of insurance and endorsements and not a specific person or department

1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent

1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella

1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:

1.4.1. An ACORD certificate or equivalent

1.4.2. Copies of requested endorsements

1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.

1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage
CITY OF TACOMA
INSURANCE REQUIREMENTS FOR CONTRACTS

Expiration via email sent annually to coi@cityoftacoma.org.

1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.

1.8. “Claims-Made” coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.

1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.

1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.

1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars ($25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.

1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.

1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.

1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).

1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS
Insurance Requirements
Template Revised 04/17/2023

Spec/Contract Number: PW23-125F
Page 2 of 4
It is Contractor’s responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma’s request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor’s liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 **Commercial General Liability Insurance**
Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement).

3.2 **Commercial (Business) Automobile Liability Insurance**
Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars ($1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if “Pollutants” are to be transported unless in-transit Pollution coverage is covered under required Contractor’s Pollution Liability Insurance.

3.3 **Workers’ Compensation**
Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.4 **Employers’ Liability Insurance**
Contractor shall maintain Employers’ Liability coverage with limits not less than One Million Dollars ($1,000,000) each employee, One Million Dollars ($1,000,000) each accident, and One Million Dollars ($1,000,000) policy limit.

3.5 **Builder’s Risk Insurance**
Contractor shall maintain during the term of the Contract and until final acceptance of the work by the City of Tacoma, a policy of Builder’s Risk Insurance providing coverage for all-risk of physical injury to all structures to be constructed according to the Contract. City of Tacoma shall be included as a named insured (not named as additional insured) on the policy. Builder’s Risk Insurance policy shall:

3.5.1 Have a deductible of no more than Five Thousand Dollars ($5,000) for each occurrence, the payment of which will be the responsibility of Contractor. Any increased deductibles accepted by City of Tacoma will remain the responsibility of Contractor.
3.5.2  Be on an ISO Special Form Causes of Loss or the equivalent and also include coverage for Collapse, Earthquake and Flood. The deductible for Earthquake and Flood may be higher than the $5,000 deductible required in 3.18.1

3.5.3  Include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site

3.5.4  Be written in the amount of the completed value of the structures, with no coinsurance provisions exposure on the part of Contractor or City of Tacoma

3.5.5  Contain a Waiver of Subrogation provision whereby each insured waives their subrogation rights to the extent the loss is covered by this insurance

3.5.6  Grant permission to occupy, allowing the building or structure to be partially occupied prior to completion, without detrimental effect to the coverage provided

3.5.7  Include coverage for the testing and startup of the building’s operating systems

3.5.8  Include coverage for City of Tacoma’s loss of use or business interruption arising out of a covered loss which delays completion

3.5.9  Include resultant damage coverage for loss due to faulty workmanship and defective material

3.5.10 Include coverage for startup and testing

3.5.11 Include coverage for resultant damage coverage for loss due to faulty workmanship and defective material

Contractor and City of Tacoma waive all rights against each other, their respective subcontractors, agents, and representatives for damages caused by fire or other perils to the extent covered by Builder’s Risk Insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

3.6  Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.
That we, the undersigned, as principal, and as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of $ , for the payment whereof Contractor and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the City of Tacoma.

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a contract, providing for

Spec No.

Specification Title:

Contract No.

(which contract is referenced to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory performance bond shall become null and void, if and when the principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increase.

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

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of “Surety Companies Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Department of the Treasury.

One original bond shall be executed, and signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: Enter Vendor Legal Name

By: 

Surety:

By: 

Agent's Name: 

Agent's Address: 

Form No. SPEC-100A 04/09/2020
PAYMENT BOND
TO THE CITY OF TACOMA

That we, the undersigned,

as principal, and

as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,

$______________________, for the payment whereof Contractor and Surety bind themselves,

their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the City of Tacoma.

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a contract, providing for

Specification No.

Specification Title:

Contract No.

(which contract is referenced to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in any way affect its obligation on this bond, and waivers notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

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

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.

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 City as a result of such suit. Venue for any action arising out of or in connection with this bond shall be in Pierce County, WA.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of “Surety Companies Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Department of the Treasury.
One original bond shall be executed, and be signed by the parties’ duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: Enter Vendor Legal Name


By: _________________________________

Surety:


By: _________________________________

By: _________________________________

Agent’s Name: _______________________________

Agent’s Address: _______________________________
GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for the ________________________ between ____________________ and the City of Tacoma, Contract No. _______________ dated __________, 20__, hereby releases the City of Tacoma, its departmental officers and agents from any and all claim or claims whatsoever in any manner whatsoever at any time whatsoever arising out of and/or in connection with and/or relating to said contract, excepting only the equity of the undersigned in the amount now retained by the City of Tacoma under said contract, to-wit the sum of ___________________________________________ excluding sales tax.

Signed at ___________, Washington this _______ day of ________________, 20__.  

__________________________________  
Contractor

By ____________________________________  
Title ________________________________

STATE OF WASHINGTON )
) ss
COUNTY OF ___________ )

I, _____________________________, a Notary Public in and for the said State, do hereby certify that on this _____, day of ___________, 20__, that __________________________, executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

________________________________________________________________
Notary Public in and for the State of Washington
My appointment expires ____________________
WASHINGTON STATE
PREVAILING WAGE RATES

- STATE PREVAILING WAGE RATES FOR PIERCE COUNTY
PREVAILING WAGE RATES

This project requires prevailing wages under 39.12 RCW. Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County.

The effective date for prevailing wages on this project will be the submittal deadline with these exceptions:
   a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
   b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
   c. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link: https://secure.lni.wa.gov/wagelookup/

REQUIRED FILINGS

The contractor and all subcontractors covered under 39.12 RCW shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.

2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, https://www.lni.wa.gov or by visiting their MY L&I account.
CITY PROGRAMS

1. EQUITY IN CONTRACTING (EIC) REQUIREMENTS
2. LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) REQUIREMENTS
EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation form contained in the bid submittal package:

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

It is the bidder’s responsibility to ensure that the subcontractor(s) listed on the EIC Utilization Form are currently certified by the State of Washington’s Office of Minority and Women Business Enterprises (OMWBE) at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday or the OMWBE Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

EQUITY IN CONTRACTING REQUIREMENTS

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A list of EIC-eligible companies is available on the following web site addresses:

[www.omwbe.diversitycompliance.com]*

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE EIC UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 1.07

CCD/SBE: THE-00049-01
Date of Record: 09/05/2023
Project Spec#: PW23-0125F
Project Title: Foss Waterway Site 8 Demolition

*For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.
There will be no LEAP requirement on this project.

Please add this to your specification in lieu of the LEAP documents:

*Local Employment and Apprenticeship Training Program – LEAP*

Tacoma Municipal Code section 1.09

There is no LEAP requirement on this solicitation. However, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the LEAP Office for assistance in locating qualified employees. Please visit the LEAP website for more information.
GENERAL CONDITIONS AND OTHER
CONTRACT TERMS & CONDITIONS

3. CITY OF TACOMA, GENERAL PROVISIONS
4. MODIFICATIONS TO THE GENERAL CONDITIONS, AS MODIFIED BY
   THE CITY OF TACOMA
5. GENERAL CONDITIONS FOR WASHINGTON STATE FACILITY
   CONSTRUCTION
SECTION I - BIDDING REQUIREMENTS

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent’s Proposal

Each Respondent must bid exactly as specified on the Proposal sheets. All proposals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening of the bids.

B. Alterations of Proposals Not Allowed

Proposals that are incomplete or conditioned in any way contain alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as being nonresponsive. The City cannot legally accept any proposal containing a substantial deviation from these Specifications.

C. Filling Out City Proposal Sheets

All proposals must be completed using the proposal sheets and forms included with this specification, and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Respondent in ink.

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

If a prospective Respondent has any questions concerning any part of the Proposal, he/she may submit a written request for answer of his/her questions. Any interpretation of the Proposal will be made by an Addendum duly issued and mailed or delivered to each prospective Respondent. Such addendum must be acknowledged in the proposal. The City of Tacoma will not be responsible for any other explanation or interpretation of the bid documents.

1.03 RESPONDENT’S BOND OR CERTIFIED CHECK

Each bid for construction must be accompanied either by a certified or cashier’s check for 5 percent of the total amount bid, including tax, payable to the City Treasurer, or an approved bid bond, by a surety company authorized to do business in the State of Washington, for 5 percent of the total amount bid. The person legally authorized to sign the bid must sign all bid bonds. The approved bid bond form attached to these Specifications should be used: no substantial variations from the language thereof will be accepted.

If a bid bond is used, the 5 percent may be shown either in dollars and cents, or the bid bond may be filled in as follows, “5 percent of the total amount of the accompanying proposal.”

The check of the successful Respondent will be returned after award of the Contract, acceptance of the Payment and Performance Bond and City’s receipt of the signed Contract. The checks of all other Respondents will be returned immediately upon the award of the Contract. Bid bonds will not be returned.

1.04 DELIVERY OF PROPOSALS TO THE CITY’S PURCHASING OFFICE

A. Proposal packages must be received by the City’s Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.

B. Supplier is solely responsible for timely delivery of its Submittal.

C. Submittals received after the time stated in the solicitation will not be accepted.

D. For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City’s Procurement and Payables Division will rely on the submittal clock in SAP Ariba.
1.05 LICENSES/PERMITS

A. Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at http://bls.dor.wa.gov.

B. Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.

C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

Contractors for construction or public works construction are required to be licensed by the state. If the provisions of Chapter 18.27 of the Revised Code of Washington apply to the Respondent, then the Respondent's Washington State Contractor's Registration No. must accompany the bid.

1.07 BID IS NONCOLLUSIVE

The Respondent represents by the submission of the Proposal that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

1.08 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

In the evaluation of bids, the Respondent's experience, delivery time, quality of performance or product, conformance to the specifications and responsibility in performing other contracts (including satisfying all safety requirements) may be considered in addition to price. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. Respondents who are inexperienced or who fail to properly perform other contracts may have their bids rejected for such cause.

B. Prequalified Electrical Contractor

Certain types of electrical construction require special expertise, experience, and prequalification of the Contractor (or subcontractor) by the City. In such cases, the Respondent must be prequalified or the Respondent must subcontract with a City prequalified electrical contractor for the specialty work.

C. Insertions of Material Conflicting with Specifications

Only material inserted by the Respondent to meet requirements of the Specifications will be considered. Any other material inserted by the Respondent will be disregarded as being nonresponsive and may be grounds for rejection of the Respondent's Proposal.

D. Correction of Ambiguities and Obvious Errors

The City reserves the right to correct obvious errors in the Respondent's proposal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.09 WITHDRAWAL OF BID

A. Prior to Bid Opening

Any Respondent may withdraw his/her Proposal prior to the scheduled bid opening time by delivering a written notice to the City's Procurement and Payables Office. The notice may be submitted in person or by mail; however, it must be received by the City's Procurement and Payables Office prior to the time of bid opening.

B. After Bid Opening

No Respondent will be permitted to withdraw his/her Proposal after the time of bid opening, as set forth in the Call for Bids, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Respondent must submit written notice withdrawing his/her Proposal to the Purchasing Manager.
1.10 OPENING OF BIDS
At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal.

1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION
The City Council or Public Utility Board of the City of Tacoma shall be the final judge as to which is the lowest and best bid in the interest of the City of Tacoma. The City reserves the right to reject any and all bids, waive minor deviations or informalities, and if necessary, call for new bids.

1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT
Any Respondent who refuses to enter into a Contract after it has been awarded to the Respondent will be in breach of the agreement to enter the Contract and the Respondent's certified or cashier's check or bid bond shall be forfeited.

1.13 TAXES
A. Include In Proposal All Taxes
Respondent shall include in his/her Proposal all applicable local, city, state, and federal taxes. It is the Respondent's obligation to state on his/her Proposal sheet the correct percentage and total applicable Washington State and local sales tax. The total cost to the City including all applicable taxes may be the basis for determining the low Respondent.

B. Federal Excise Tax
The City of Tacoma is exempt from federal excise tax. Where applicable, the City shall furnish a Federal Excise Tax Exemption certificate.

C. City of Tacoma Business and Occupation Tax
Sub-Title 6A of the City of Tacoma Municipal Code (TMC) provides that transactions with the City of Tacoma, may be subject to the City of Tacoma's Business and Occupation Tax. It is the responsibility of the Respondent awarded the Contract to register with the City of Tacoma's Department of Tax and License, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252. The City's Business and Occupation Tax amount shall not be shown separately but shall be included in the unit and/or lump sum prices bid.

1.14 FIRM PRICES/ESCALATION
Except as specifically allowed by the Special Provisions, only firm prices will be accepted.

1.15 AWARD
A. Construction and/or Labor Contracts
Unless specifically noted in the Special Provisions or Proposal sheets, all construction and/or labor contracts will be awarded to only one Respondent.

B. Supply/Equipment Contracts
The City reserves the right to award an equipment or supply contract for any or all items to one or more Respondents as the interests of the City will be best satisfied.

1.16 INCREASE OR DECREASE IN QUANTITIES
The City of Tacoma reserves the right to increase or decrease the quantities of any items under this Contract and pay according to the unit prices quoted in the Proposal (with no adjustments for anticipated profit).

1.17 EXTENSION OF CONTRACT
Contracts resulting from this specification shall be subject to extension by mutual agreement per the same prices, terms and conditions.
1.18 PAYMENT TERMS

A. Prices will be considered as net 30 calendar days if no cash discount is shown. Payment discount periods of twenty (20) calendar days or more if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

B. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.

1.19 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

A. Payment methods include:

- EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City’s commercial card provider. Suppliers accepting this option will receive “due immediately” payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:
  - Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City’s provider bank; the supplier does not need to know card account details.
  - Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City’s commercial card provider.
- Credit card. Tacoma’s VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides “due immediately” payment terms.
  - Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
  - Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
- Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
- Check or other cash equivalent. Standard terms are net 30 for this payment method.

B. The City’s preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. **The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used.**

C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

1.20 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are agreeable.

1.21 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

A. Respondent’s Submittals, all documents and records comprising any Contract awarded to Respondent, and all other documents and records provided to the City by Respondent are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies; and Respondent has complied with the requirements to Respondent has complied with the requirements to mark records considered confidential or proprietary
as such requirements are stated below, City agrees to provide Respondent 10 days written notice of impending release. Should legal action thereafter be initiated by Respondent to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Respondent, including any damages, attorneys’ fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Respondent took no action to oppose the release of information.

B. If Respondent provides City with records or information that Respondent considers confidential or proprietary, Respondent must mark all applicable pages or sections of said record(s) as “Confidential” or “Proprietary.” Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Respondent expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s). Submission of materials in response to City’s Solicitation shall constitute assent by Respondent to the foregoing procedure and Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

1.22 FEDERAL AID PROJECTS

The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

The Respondent to whom the Contract is awarded, hereinafter called the Contractor, shall enter into a Contract with the City of Tacoma, , within 10 days after receipt from the City of Tacoma of a properly prepared Contract. In addition, the Contractor will do all things required to promptly perform this Contract pursuant to the terms of this Contract. Certain contracts for supplies, goods or equipment may use the City Purchase Order in place of a formal contract document.

B. Surety Bonds

Except as modified by the Special Provisions, the Respondent to whom the Contract is awarded shall provide a payment and performance bond, including power of attorney, for 100 percent of the amount of his/her bid (including sales taxes), to insure complete performance of the Contract including the guarantee. The bonds must be executed by a surety company licensed to do business in the State of Washington. For a supply-type contract, a cashier’s check or cash may be substituted for the bonds; however, this cash or cashier’s check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

C. Independent Contractor

Contractor is an independent contractor; no personnel furnished by the Contractor shall be deemed under any circumstances to be the agent or servant of the City. Contractor shall be fully responsible for all acts or omissions of Subcontractors and its and their suppliers and of persons employed by them, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with the Contract. There shall be no contractual relationship between any Subcontractors or supplier and the City arising out of or by virtue of this agreement. No provision of the Contract is intended or is to be construed to be for the benefit of any third party.
2.02 CONFLICTS IN SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the Drawings and anything on the Drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Special Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

1. Proposal pages prevail if they conflict with the General, Special or Technical Provisions.
3. Technical Provisions prevail if they are in conflict with the General Provisions.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Engineer for determination. Failure to submit the discrepancy issue to the Engineer shall result in the Contractor's actions being at his/her own risk and expense. The Engineer shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.

2.03 INSPECTION

A. Of the Work

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of this Contract. All material or work approved and later found to be defective shall be replaced without cost to the City of Tacoma.

B. Inspector's Authority

The inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the Director or Superintendent, whose decision shall be final. The word “Director” means the Director of the City of Tacoma General Government department that is administering the contract. The word “Superintendent” means the Superintendent of the City of Tacoma, Department of Public Utilities Division that is administering the contract.

The Contract shall be carried out under the general control of the representative of the particular City Department or Division administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City of Tacoma. The Contractor shall comply with all orders and instructions given by the representative of the particular Department or Division administering the Contract in accordance with the terms of the Contract.

Provided, that for the purposes of construction contracts, such control shall only apply (a) to the extent necessary to ensure compliance with the provisions of this contract, and (b) to the extent necessary to fulfill any nondelegable duty of the City for the benefit of third parties not engaged in promoting the activity of this contract.

Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

All federal, state, municipal and/or local regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with work performed under this Contract.
2.05 INDEMNIFICATION

A. Indemnification

Contractor acknowledges that pursuant to the terms of this agreement, Contractor is solely and totally responsible for the safety of all persons and property in the performance of this Contract. To the greatest extent allowed by law, Contractor assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnity, defend and hold harmless the City of Tacoma, from and against any and all liability which may accrue to or be sustained by the City of Tacoma on account of any claim, suit or legal action made or brought against the City of Tacoma for the death of or injury to persons (including Contractor's or subcontractor's employees) or damage to property involving Contractor, or subcontractor(s) and their employees or agents, arising out of and in connection with or incident to the performance of the Contract including if the City is found to have a nondelegable duty to see that work is performed with requisite care, except for injuries or damages caused by the sole negligence of the City. In this regard, Contractor recognizes that Contractor is waiving immunity under industrial Insurance Law, Title 51 RCW. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. In addition, within the context of competitive bidding laws, it is agreed that this indemnification has been mutually negotiated. Provided however, this provision is intended to be applicable to the parties to this agreement and it shall not be interpreted to allow a Contractor's employee to have a claim or cause of action against Contractor.

B. Limitation of Liability for Primarily Supply-Type Contracts

In all contracts where the total cost of the supply of materials and/or equipment constitute at least 70 percent of the total contract price (as determined by the City), the City agrees that it will not hold the contractor, supplier or manufacturer liable for consequential damages for that part of the contract related to the manufacture and/or design of the equipment, materials or supplies.

2.06 CONTRACTOR'S INSURANCE

A. During the course and performance of a Contract, Contractor will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.

B. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

The Contract shall not be assigned except with the consent of the Superintendent or his/her designee. Requests for assignment of this contract must be in writing with the written consent of the surety, and the request must show the proposed person or organization to which the contract is assigned is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his/her experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of assignment.

D. Subletting

The Contract shall not be sublet except with the written consent of the Superintendent or his/her designee. In the event that a prequalified electrical contractor is necessary to perform certain portions of the work, such work may be subcontracted with a City prequalified electrical contractor for the type of work involved.

Requests for subletting of this Contract must be in writing with the written consent of the Surety, and the request must show the proposed person or organization to which the Contract is sublet is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of subletting.
The written consent approving the subletting of the Contract shall not be construed to relieve the Contractor of his/her responsibility for the fulfillment of the Contract. The Subcontractor shall be considered to be the agent of the Contractor and the Contractor agrees to be responsible for all the materials, work and indebtedness incurred by the agent.

A subcontractor shall not sublet any portion of a subcontract for work with the City without the written consent of the City.

2.08 DELAY

E. Extension of Time

With the written approval of the Superintendent or his/her designee, the Contractor may be granted additional time for completion of the work required under this Contract, if, in the Superintendent's opinion the additional time requested arises from unavoidable delay.

F. Unavoidable Delay

Unavoidable delays in the prosecution of the work shall include only delays from causes beyond the control of the Contractor and which he/she could not have avoided by the exercise of due care, prudence, foresight and diligence. Delay caused by persons other than the Contractor, Subcontractors or their employees will be considered unavoidable delays insofar as they necessarily interfere with the Contractor's completion of the work, and such delays are not part of this Contract.

Unavoidable delay will not include delays caused by weather conditions, surveys, measurements, inspections and submitting plans to the Engineer of the particular Division involved in administering this Contract.

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

If it has been discovered, before payment is required under the terms of the Contract, that there is a failure to comply with any of the terms and provisions of this Contract, the City has the right and may withhold payment.

In case of a failure of any part of the work, materials, labor and equipment furnished by the Contract or to fully meet all of the requirements of the Contract, the Contractor shall make such changes as may be necessary to fully meet all of the specifications and requirements of this Contract. Such changes shall be made at the Contractor's sole cost and expense without delay and with the least practicable inconvenience to the City of Tacoma. Rejected material and equipment shall be removed from the City's property by and at the expense of the Contractor.

B. Guarantee for Supply Contracts

Unless a longer period is specified, the supplier and/or manufacturer of the supplies, materials and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of: (1) test energization if electrical or mechanical equipment; (2) commencement of use if supplies or materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the City. All of the costs (including shipping, dismantling and reinstallation) of repairs and/or corrections of defective or failed equipment, supplies and/or material is the responsibility of the supplier and/or manufacturer.

When the supplier is not the manufacturer of the item of equipment, supplier agrees to be responsible for this guarantee and supplier is not relieved by a manufacturer's guarantee.
C. Guarantee Period Extension

The Contract guarantee period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by Contractor and accepted by the City. In addition, in the event less than ninety (90) days remain on the guarantee period (after recalculating), the guarantee period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced and accepted by the City.

2.10 DEDUCTIONS FOR UNCORRECTED WORK

If the City of Tacoma deems it expedient to correct work not done in accordance with the terms of this Contract, an equitable deduction from the Contract price shall be made.

2.11 CITY OF TACOMA’S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

1. Supplies. The City may terminate a Contract for supplies at any time upon prior written notice to Contractor. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.

2. Services. The City may terminate a Contract for services at any time, with or without cause, by giving 10-business day’s written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City’s own reasons and without cause due to Supplier’s actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.

B. Termination for Cause

1. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Contractor’s breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

2. Bankruptcy. If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Payment and Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.

3. Notice. In the event of any such termination for cause, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.
2.12 LIENS
In the event that there are any liens on file against the City of Tacoma, the City of Tacoma shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Tacoma to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk.

2.13 LEGAL DISPUTES
A. General
Washington law shall govern the interpretation of the Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration, or litigation arising out of the Contract.

Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma’s City Attorney’s Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.

B. Attorney Fees
For contracts up to $250,000, which become the subject of litigation or arbitration, the substantially prevailing party may be entitled to reasonable attorney fees, as provided in RCW 39.04.240. Provided, however, the attorney fee hourly rate for the City of Tacoma's assistant city attorneys is agreed to be $150 per hour or the same as the hourly rate for Contractor's legal counsel, whichever is greater.

2.14 DELIVERY
Prices must be quoted F.O.B. destination, freight prepaid and allowed with risk of loss during transit remaining with Contractor/Supplier (unless otherwise stated in these Specifications) to the designated address set forth in these Specifications.

Deliveries shall be between 9:00 a.m. and 3:30 p.m.; Monday through Friday only (except legal holidays of the City of Tacoma).

Legal holidays of the City of Tacoma are:

- New Year's Day: January 1
- Martin Luther King's Birthday: 3rd Monday in January
- Washington's Birthday: 3rd Monday in February
- Memorial Day: Last Monday in May
- Independence Day: July 4
- Labor Day: 1st Monday in September
- Veteran's Day: November 11
- Thanksgiving Day: 4th Thursday in November
- Day after Thanksgiving: 4th Friday in November
- Christmas Day: December 25

When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Tacoma.

2.15 PACKING SLIPS AND INVOICES
A. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

B. Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.

1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to accounts payable@cityoftacoma.org.
3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to pcardadmin@cityoftacoma.org.

2.16 APPROVED EQUALS

A. Unless an item is indicated as "No substitute", special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the respondent specifies the brand and model, and provides all descriptive literature, independent test results, product samples, local servicing and parts availability to enable the City to evaluate the proposed "equal".

B. The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the respondent to be an "equal", the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the respondent's expense.

C. When a brand name or level of quality is not stated by the respondent, it is understood the offer is exactly as specified. If more than one brand name is specified, respondents must clearly indicate the brand and model/part number being bid.

2.17 ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

2.18 CODE OF ETHICS

The City's Code of Ethics, Chapter 1.46, Tacoma Municipal Code, provides ethical standards for City personnel and prohibits certain unethical conduct by others including respondents and contractors. Violation of the City's Code of Ethics will be grounds for termination of this contract.

2.19 FEDERAL FINANCIAL ASSISTANCE

If federal funds, including FEMA financial assistance to the City of Tacoma, will be used to fund, pay or reimburse all or a portion of the Contract, Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives and the following clauses will be incorporated into the Contract:

A. EQUAL EMPLOYMENT OPPORTUNITY During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other
employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (B)(1) through (4) of this section.

C. **CLEAN AIR ACT**

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. **FEDERAL WATER POLLUTION CONTROL ACT**

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. Contractor agrees to report each violation to the City, understands, and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. **DEBARMENT AND SUSPENSION**

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
F. BYRD ANTI-LOBBYING AMENDMENT

1. Contractors who apply or bid for an award of $100,000 or more shall file the required certification with City. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the City.

2. If applicable, Contractor must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, __________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

___________________________________
Signature of Contractor’s Authorized Official

___________________________________
Name and Title of Contractor’s Authorized Official

___________ Date
G. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
   a. Competitively within a timeframe providing for compliance with the contract performance schedule;
   b. Meeting contract performance requirements; or
   c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

[Section III is for contracts that involve construction and/or labor, and are not applicable to contracts solely for material/supply purchases.]

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

SECTION III REQUIREMENTS APPLY ONLY TO CONSTRUCTION AND/OR LABOR CONTRACTS AND ARE IN ADDITION TO APPLICABLE REQUIREMENTS CONTAINED IN SECTION II CONTRACT REQUIREMENTS.

3.01 RESPONDENT'S DUTY TO EXAMINE

The Respondent agrees to be responsible for examining the site(s) and to have compared them with the Specifications and Contract Drawings, and to be satisfied as to the facilities and difficulties attending the execution of the proposed Contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, obstacles and contingencies) before the delivery of his/her Proposal. No allowance will be subsequently made by the City on behalf of the Respondent by reason of any error or neglect on Respondent's part, for such uncertainties as aforesaid.

3.02 PERMITS

Except when modified by the Special Provisions, the Contractor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by the City of Tacoma. The City will obtain county or state road crossing permits if required. In the event a necessary permit is not obtained, the Contractor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extensions.

3.03 NOTIFICATION OF OTHER GOVERNMENTAL AGENCIES AND UTILITIES WHEN UNDERGROUND WORK IS INVOLVED

The Contractor shall notify all other affected governmental agencies and utilities whenever underground work is done under the terms of this Contract. The Contractor is required to obtain permission of the appropriate public and private utilities and governmental agencies before performing underground work pursuant to the terms of this Contract. The Contractor is required to call "one call" at 1-800-424-5555 for all work involving excavation or digging more than 12 inches beneath ground or road surface.

The City may have indicated on the plans and specifications the existence of certain underground facilities that are known to the City department responsible for this Contract. It is the Contractor's responsibility to fully comply with the Underground Utility Locate Law, Chapter 19.122 RCW. If the site conditions are "changed or differing" as defined by RCW 19.122.040(1), the Contractor may pursue the party responsible for not properly marking or identifying the underground facility. The Contractor agrees not to file any claim or legal action against the City (department responsible for this Contract) for said "changed or differing" conditions unless said City department is solely responsible for the delay or damages that the Contractor may have incurred.
3.04 TRENCH EXCAVATION BID ITEM

In the event that "trench excavation" in excess of four feet requires a safety system pursuant to Washington State law and safety shoring, sloping, sheeting, or bracing is used, a separate bid item should be set forth in the Proposal for this work. If a separate bid item is not set forth in the Proposal pages, said installed safety system shall be paid at $3.00 per lineal foot of trench, which unit price includes both sides of the trench.

3.05 SAFETY

A. General

The Contractor shall, at all times, exercise adequate precautions for the safety of all persons, including its employees and the employees of a Subcontractor, in the performance of this Contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations. It is the Contractor's responsibility to furnish safety equipment or to contractually require Subcontractors to furnish adequate safety equipment relevant to their responsibilities.

The Contractor shall obtain the necessary line clearance from the inspector before performing any work in, above, below or across energized Light Division circuits.

The Inspector and/or Engineer may advise the Contractor and the Safety Officer of any safety violations. It is the Contractor's responsibility to make the necessary corrections. Failure to correct safety violations is a breach of this Contract and, as such, shall be grounds for an order from the Safety Officer, Inspector or Engineer to cease further work and remove from the job site until the condition is corrected. Time and wages lost due to such safety shutdowns shall not relieve the Contractor of any provisions of Section 3.14 of this Specification and shall be at the sole cost of the Contractor. The purpose of this authority to stop work is to enforce the contract and not to assume control except to the extent necessary to ensure compliance with the provisions of this contract.

Any of the above actions by employees of the City of Tacoma shall in no way relieve the Contractor of his/her responsibility to provide for the safety of all persons, including his/her employees.

B. Work Hazard Analysis Report

The Contractor will be required to complete a work hazard analysis report. This report shall outline how the Contractor proposes to satisfy all safety laws and regulations involved in performing the work. This report shall be completed and submitted to the City Safety Officer before the pre-construction conference. A copy of the report shall be maintained at the work site (accessible to the supervisor).

3.06 PROTECTION OF WORKERS AND PROPERTY

The Contractor shall erect and maintain good and sufficient guards, barricades and signals at all unsafe places at or near the work and shall, in all cases, maintain safe passageways at all road crossings, and crosswalks, and shall do all other things necessary to prevent accident or loss of any kind.

The Contractor shall protect from damage all utilities, improvements, and all other property that is likely to become displaced or damaged by the execution of the work under this Contract.

The Contractor is responsible for all roads and property damaged by his/her operations as shall be determined by the Engineer administering this Contract. The Contractor shall be responsible for repairing all damage to roads caused by his/her operations to the satisfaction of the particular governmental body having jurisdiction over the road.

3.07 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

The Contractor shall keep on his/her work, during its progress, a competent superintendent and any necessary assistants, all of whom must be satisfactory to the City of Tacoma. The Contractor's superintendent shall not be changed except with the consent of the City of Tacoma, unless the Contractor's superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The Contractor's superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor directly. The Contractor shall give efficient supervision to the work, using his/her best skill and attention.
B. Character of Contractor's Employees

The Contractor shall employ only competent, skillful, faithful and orderly persons to do the work, and whenever the Engineer administering the Contract shall notify the Contractor in writing that any person on the work is, in his or her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall forthwith discharge such persons from the work and shall not again employ him or her on this Contract.

3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

The Contractor and Subcontractors shall be bound by the provisions of RCW Chapter 49.28 (as amended) relating to hours of labor. Except as set forth in the Special Provisions, eight (8) hours in any calendar day shall constitute a day's work on a job performed under this Contract.

In the event that the work is not performed in accordance with this provision and in accordance with the laws of the State of Washington, then this Contract may be terminated by the City of Tacoma for the reason that the same is not performed in accordance with the public policy of the State of Washington as defined in said statutes.

B. Prevailing Wages

If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.

If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:

1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,

2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid) and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.

3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the City prior to final Contract payment. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such 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 State of Washington, Department of Labor and industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.
3.09 COPELAND ANTI-KICKBACK ACT

For contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3.10 CHANGES

A. In Plans or Quantities

The City of Tacoma, without invalidating this Contract, or any part of this Contract, may order extra work or make reasonable changes by altering, adding to or deducting from the materials, work and labor and the Contract sum will be adjusted accordingly. All such work and labor shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. When work or bid items are deducted, reduced or eliminated, it is agreed that no payment will be made to Contractor for anticipated profit.

B. Extra Work

Any claim or order for extra materials, work and labor made necessary by alterations or additions to the plans or by other reasons for which no price is provided in this Contract, shall not be valid unless the Contractor and Engineer administering the Contract have agreed upon a price prior to commencing extra work, and the agreement has been signed by the Contractor and approved by the Superintendent or his/her designee, and approved by the payment and performance bond surety.

C. Extra Work - No Agreed Price

If it is impracticable to fix an increase in price definitely in advance, the order may fix a maximum price which shall not under any circumstances, be exceeded, and subject to such limitation, such alteration, modification, or extra shall be paid for at the actual necessary cost as determined by the City of Tacoma, which cost (including an allowance for profit) shall be determined as the sum of the following items (1) to (7) inclusive:

(1) Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the Engineer administering the Contract;

(2) The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;

(3) Material, including sales taxes pertaining to materials;

(4) Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;

(5) Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;

(6) The proportionate cost of premiums on bonds required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.

(7) The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

Whenever any extra work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each day, report to the Engineer the amount and cost of the labor and material used, and any other expense incurred in such extra work on the preceding day, and no claim for compensation for such extra work will be allowed unless such report shall have been made.
The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material, which, in the judgment of the Engineer administering the Contract, may properly be classified under items for which prices are established in the Contract.

D. Claims for Extra Work

If the Contractor claims that any instructions by drawings or otherwise, involve extra cost under this Contract, he/she shall give the City of Tacoma written notice thereof within 30 days after receipt of such instruction, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedures governing the same shall be as provided for immediately above in this paragraph. The method in these paragraphs is the only method available to the Contractor for payment of claims for extra work performed under the terms of this Contract.

3.11 CLEANING UP

The Contractor shall at all times, at his/her own expense, keep the premises free from accumulation of waste materials or debris caused by any workers or the work, at the completion of the work the Contractor shall remove all his waste materials from and about the site and all his/her equipment, sanitary facilities and surplus materials. In the case of dispute, the City of Tacoma may remove the debris and charge the cost to the Contractor as the City of Tacoma shall determine to be just. All material that is deposited or placed elsewhere than in places designated or approved by the Engineer administering the Contract will not be paid for and the Contractor may be required to remove such material and deposit or place it where directed.

3.12 PROGRESS PAYMENT

Progress payments will be made up to the amount of ninety-five percent (95%) of the actual work completed as shall be determined by the Engineer administering the Contract.

The Contractor may request that an escrow account be established as permitted by law, in which event the Contractor will earn interest on the retained funds.

When the time for construction, services and/or installation will exceed thirty (30) days, the Contractor may request, by invoice, to be paid a progress payment based on percentage of work completed. The Engineer will review and approve the progress payment request on a monthly basis.

3.13 FINAL PAYMENT

The final payment of five percent (5%) of the Contract price shall be approved on final acceptance of the work under this Contract by the Superintendent or his/her designee. In addition, before final payment is made, the Contractor shall be required to:

A. Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington;

B. Provide the General Release to the City of Tacoma on the form set forth in these Contract documents;

C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;

D. File with the City Director of Finance, and with the Director of the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;

E. File with the City Director of Finance, on the state form to be provided, a statement from the State of Washington, Department of Labor and Industries, certifying that the prevailing wage requirements have been satisfied.

F. File with the City Director of Finance, on the state form to be provided, a statement of release from the Public Works Contracts Division of the State of Washington, Department of Labor and Industries, verifying that all industrial insurance and medical aid premiums have been paid.

If there is a fee assessed to the City for any certificate, release or other form required by law, the contractor agrees that the fee amount may be passed on to the Contractor and deducted from the monies paid to the Contractor.
3.14 FAILURE TO COMPLETE THE WORK ON TIME

Should the completion of the work required under the Contract be delayed beyond the expiration of the period herein set for the completion of said work, or such extension of said period as may be allowed by reason of unavoidable delays, there shall be deducted from the total Contract price of work, for each calendar day by which such completion shall be delayed beyond said period of such extension thereof the sum of $300 or a sum of money as set forth hereinafter in these Specifications, as the amount of such deduction per calendar day.

Said sum shall be considered not as a penalty, but as liquidated damages, which the City will suffer by reason of the failure of the Contractor to perform and complete the work within the period, herein fixed or such extensions of said period as may be allowed by reason of unavoidable delays.

Any money due or to become due the Contractor may be retained by the City to cover said liquidated damages, and should such money not be sufficient to cover such damages, the City shall have the right to recover the balance from the Contractor or his/her Sureties.

The filing of any bid for the work herein contemplated shall constitute acknowledgment by the Respondent that he/she understands, agrees and has ascertained that the City will actually suffer damages to the amount hereinaabove fixed for each and every calendar day during which the completion of the work herein required shall be delayed beyond the expiration of the period herein fixed for such completion or such extension of said period as may be allowed by reason of unavoidable delays.

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

The City of Tacoma hereby reserves the right to use the facilities herein contracted prior to final acceptance under this Contract. The use of said facilities, as mentioned herein, shall not be construed as a waiver or relinquishment of any rights that the City of Tacoma has under this Contract.

3.16 LIST OF SUBCONTRACTORS

Bid proposals for construction, alteration or repair of any building or other public works that may exceed $1,000,000 including tax shall satisfy the following requirement: Respondent shall submit as part of the bid, the names of the subcontractors, with whom the respondent, if awarded the contract, will subcontract performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The respondent shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the respondent must indicate which subcontractor will be used for which alternate. Failure to comply with this provision or the naming of two or more subcontractors to perform the same work shall require the City (pursuant to state law RCW 39.30.060) to determine that respondent's bid is nonresponsive; therefore, the bid will be rejected.
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PART 1 GENERAL PROVISIONS

1.01 DEFINITIONS

Replace the following article in Section 1.01:

Q. “Owner” means the City or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.

Add the following articles to Section 1.01:

AC. “Abbreviations” refer to trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the specifications or other contract documents, they mean recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

AD. “Alternate Bid” (or Alternate) is an amount stated in the Bid to be added or deducted from the amount of the base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted.

AE. “Base Bid” is the sum stated in the Bid for which the Bidder offers to perform the work described as the base, to which work may be added or deducted for sums stated in Alternate Bids and Unit Prices. The base bid does not include Allowances, Force Account work and Washington State Sales taxes. Owner shall pay Contractor the Contract Sum plus state sales tax for performance of the Work, in accordance with the Contract Documents.

AF. “Contracting Agency” (or Owner) is the City of Tacoma.

AG. “Contract Provisions” is the publication addressing the work required for an individual project. At the time of the call for bids, the contract provisions may include, for a specific individual project, the general conditions, supplements to the general conditions, the special provisions, a listing of the applicable standard plans, the prevailing minimum hourly wage rates, contract forms, LEAP and EIC requirements.

AH. “Furnish” is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation and other.

AI. “Indicated” refers to graphic representations, notes or schedules on the drawings, or other paragraphs or schedules in the specifications, and similar requirements in the contract documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limit on location is intended.

AJ. “Install” is used to describe operations at the project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
AK. “Installer” is the contractor or an entity engaged by the contractor, either as an employee, subcontractor, or contractor of lower tier for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

AL. “Provide” means to furnish and install, complete and ready for intended use.

AN. “Unit Price” is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract Documents.

1.03 EXECUTION AND INTENT

Add the following to Section 1.03:

The intent of the contract is to be prescribing a complete work. Omissions from the contract of details of work, which are necessary to carry out the contract, shall not relieve the Contractor from performing the omitted work.

1.04 OBJECTIONS TO APPLICATION OF PRODUCTS

Add the following new Section 1.04:

Bidders for this project are required to thoroughly familiarize themselves with specified products and installation procedures and submit to the Senior Buyer any questions or objections (in writing) no later than the date specified on the “Bidder Question Form.” Submittal of Bid constitutes acceptance of products and procedures specified.

1.05 DISQUALIFICATION OF BIDDERS

Add the following new Section 1.05:

A bidder may be deemed not responsible, and the proposal rejected by the Owner for any of the following:

A. More than one bid proposal is submitted for the same project from a bidder under the same or different names;

B. Evidence of collusion exists with any other bidder. Participants in collusion will be restricted from submitting future bids;

C. A bidder is not pre-qualified for the work or to the full extent of the bid;

D. An unsatisfactory performance record exists based on past or current work;

E. There is incomplete work which may hinder or prevent the prompt completion of the work bid upon;

F. The bidder failed to settle bills for labor or materials on past or current contracts;

G. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;

H. The bidder is unable, financially or otherwise, to perform the work;

I. A bidder is not authorized to do business in the state of Washington;

J. Failure by the contractor to properly review the project documents and/or site;

K. The bid proposal was not received by the submittal deadline;
L. The contractor fails to meet the LEAP or EIC requirements as described in these documents;
M. Receipt of addenda is not acknowledged; or
N. There are any other reasons deemed proper by the Owner.

1.06 PRE-AWARD INFORMATION

*Add the following new Section 1.06:*

Before awarding any contract, the Owner may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Owner requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Bid evaluation submittals related to the contractors ability to perform the work including experience on similar projects, project personnel and equipment, and financial resources, or
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

PART 2 INSURANCE AND BONDS

2.01 CONTRACTOR’S LIABILITY INSURANCE

*Replace the entire Section 2.01 with the following:*

Insurance shall be per the City’s standard “City of Tacoma Insurance Requirements” provided in the Contract Forms section of the Project Manual.

2.02 COVERAGE LIMITS

*Replace the entire Section 2.02 with the following:*

Insurance shall be per the City’s standard “City of Tacoma Insurance Requirements” provided in the Contract Forms section of the Project Manual.
2.03 INSURANCE COVERAGE CERTIFICATES

Replace the entire Section 2.03 with the following:

Insurance shall be per the City’s standard “City of Tacoma Insurance Requirements” provided in the Contract Forms section of the Project Manual.

2.04 PAYMENT AND PERFORMANCE BONDS

Add the following to Section 2.04:

For contracts of $150,000 or less, the Contractor may, at the Contractor’s option authorize the Contracting Agency to retain 10% of the contract amount in lieu of furnishing a performance and/or payment bond. For contracts over $150,000, a Payment Bond and Performance Bond shall be obtained by the Contractor utilizing the forms entitled “Payment Bond to the City of Tacoma” and “Performance Bond to the City of Tacoma” as found at the front of the Project Manual under “Contract Forms”.

2.06 BUILDER’S RISK

Replace the entire Section 2.06 with the following:

Insurance shall be per the City’s standard “City of Tacoma Insurance Requirements” provided in the Contract Forms section of the Project Manual.

PART 3 TIME AND SCHEDULE

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

Delete Section 3.07 B – Actual Damages.

PART 5 PERFORMANCE

5.04 PREVAILING WAGES

Replace Section 5.04 G with the following.

G. Certified Payrolls: Consistent with WAC 296-127-320, the contractor and any subcontractor shall submit a certified copy of payroll records monthly. All certified payrolls must be filled with L&I’s online reporting system consistent with RCW 31.12.120 with a copy of such filings being provided to the City of Tacoma per and in accordance with the project documents unless specified by owner in writing. Any contractor or subcontractor failing to comply with this requirement will be in violation of RCW 39.12.050.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

Delete Section 5.14 A – Owner to provide and charge for utilities.
5.15 TESTS AND INSPECTIONS

Replace Section 5.15 A with the following.

A. Testing and inspection of work:

Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.

Owner will contract separately with an independent testing laboratory for code required special inspections, if applicable. Contractor shall give Owner timely notice of when and where special inspections are to be made.

5.20 SUBCONTRACTORS AND SUPPLIERS

Delete Section 5.20 E – Automatic assignment of subcontracts.

PART 10 MISCELLANEOUS PROVISIONS

10.11 DIVERSE BUSINESS PARTICIPATION

Replace Section 10.11 with the following:

The City of Tacoma requires participation by Diverse Businesses in its’ contracts as supported by the City’s Equity in Contracting office, Municipal code TMC 1.07.040, RCW chapters 39, 43, and WAC326. Refer to the City Programs section of the contract documents for specific project requirements.
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PART 1 - GENERAL PROVISIONS

1.01 DEFINITIONS

A. “Application for Payment” means a written request submitted by Contractor to A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.

B. “Architect,” “Engineer,” or “A/E” means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.

C. “Change Order” means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.

D. “Claim” means Contractor’s exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.

E. “Contract Award Amount” is the sum of the Base Bid and any accepted Alternates.

F. “Contract Documents” means the Advertisement for Bids, Instructions for Bidders, completed Bid Form, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.

G. “Contract Sum” is the total amount payable by Owner to Contractor, for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.

H. “Contract Time” is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.

I. “Contractor” means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.

J. “Day(s): Unless otherwise specified, day(s) shall mean calendar day(s).”

K. “Drawings” are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.

L. “Final Acceptance” means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.

M. “Final Completion” means that the Work is fully and finally complete in accordance with the Contract Documents, as more fully set forth in Section 6.09 A.

N. “Force Majeure” means those acts entitled Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.

O. “Notice” means a written notice that has been delivered to the authorized representative or officer of the addressed party by registered or certified mail, or by email as a PDF attachment. Notices should clearly identify the project number and date of notice.
P. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.

Q. "Owner" means the state agency, institution, or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.

R. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.

S. "Prior Occupancy" means Owner’s use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.

T. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.02.

U. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.

V. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.

W. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by Owner.

X. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.

Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.

AA. "Substantial Completion" means that stage in the progress of the Work when the construction is sufficiently complete, as more fully set forth in Section 6.07.

AB. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order:

1. Signed Public Works Contract, including any Change Orders.
2. Supplemental Conditions.
3. Modifications to the General Conditions.
4. General Conditions.
5. Specifications. Provisions in Division 1 shall take precedence over provisions of any other Division.
6. Drawings. In case of conflict within the Drawings, large-scale drawings shall take precedence over small-scale drawings.

7. Signed and Completed Bid Form.

8. Instructions to Bidders.

9. Advertisement for Bids.

1.03 EXECUTION AND INTENT

Contractor Representations: Contractor makes the following representations to Owner:

1. **Contract Sum reasonable:** The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;

2. **Contractor familiar with project:** Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and 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, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;

3. **Contractor financially capable:** Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor’s obligations required by the Contract Documents; and

4. **Contractor can complete Work:** Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

PART 2 – INSURANCE AND BONDS

2.01 CONTRACTOR’S LIABILITY INSURANCE

General insurance requirements: Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor’s insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall include in its bid the cost of all insurance and bond costs required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be acceptable to Owner, and its A.M. Best rating shall be indicated on the insurance certificates.

A. **Term of insurance coverage:** Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by Section 5.16.

1. **General Liability Insurance:** Commercial General Liability (CGL) on an Occurrence Form. Coverage shall include, but not be limited to:

   a. Completed operations/products liability;
   b. Explosion, collapse, and underground; and
   c. Employer’s liability coverage.
2. **Automobile Liability Insurance**: Automobile liability

B. **Industrial Insurance compliance**: Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.

C. **Insurance to protect for the following**: All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.

D. **Owner as Additional Insured**: All insurance coverages shall be endorsed to include Owner as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as an additional insured.

### 2.02 COVERAGE LIMITS

A. **Insurance Coverage Certificates and Policies**

The Contractor shall furnish acceptable proof of insurance coverage on the state of Washington Certificate of Insurance form SF500A, dated 07/02/92 or ACORD form, as well as copies of insurance policies.

B. **Required Insurance Coverages**

1. For a contract less than $100,000.00, the coverage required is:

   a. **Comprehensive General Liability Insurance** – The Contractor shall at all times during the term of this contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided under this contract. This insurance shall cover claims caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased as deemed necessary by the contracting parties, shall be:

      - Each Occurrence: $1,000,000.00
      - General Aggregate Limits: $1,000,000.00
      - (other than products – commercial operations)
      - Products – Commercial Operations Limit: $1,000,000.00
      - Personal and Advertising Injury Limit: $1,000,000.00
      - Fire Damage Limit (any one fire): $50,000.00
      - Medical Expense Limit (any one person): $5,000.00

   b. If the contract is for underground utility work, then the Contractor shall provide proof of insurance for that above in the form of Explosion, Collapse and Underground (XCU) coverage.

   c. **Employers Liability on an occurrence basis in an amount not less than $1,000,000.00 per occurrence.**

2. For contracts over $100,000.00 but less than $5,000,000.00 the contractor shall obtain the coverage limits as listed for contracts below $100,000.00 and General Aggregate and Products – Commercial Operations Limit of not less than $2,000,000.00.
3. Coverage for Comprehensive General Bodily Injury Liability Insurance for a contract over $5,000,000.00 is:

- Each Occurrence: $2,000,000.00
- General Aggregate Limits: $4,000,000.00
- (other than products – commercial operations)
- Products – Commercial Operations limit: $4,000,000.00
- Personal and Advertising Injury Limit: $2,000,000.00
- Fire Damage Limit (any one fire): $50,000.00
- Medical Expense Limit (any one Person): $5,000.00

4. For all Contracts – Automobile Liability: in the event that services delivered pursuant to this contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 “owned autos only” must be secured. If Contractor employee’s vehicles are used, the Contractor must also include under the Business Automobile Policy Code 9, coverage for non-owned autos. The minimum limits for automobile liability is: $1,000,000.00 per occurrence, using a combined single limit for bodily injury and property damage.

5. For Contracts for Hazardous Substance Removal (Asbestos Abatement, PCB Abatement, etc.)

   a. In addition to providing insurance coverage for the project as outlined above, the Contractor shall provide Pollution Liability insurance for the hazardous substance removal as follows:

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   or $1,000,000.00 each occurrence/aggregate bodily injury and property damage combined single limit.

   i. Insurance certificate must state that the insurer is covering hazardous substance removal.

   ii. Should this insurance be secured on a “claims made” basis, the coverage must be continuously maintained for one year following the project’s “final completion” through official completion of the project, plus one year following.

For Contracts where hazardous substance removal is a subcomponent of contracted work, the general contractor shall provide to the Owner a certificate of insurance for coverage as defined in 5a. above. The State of Washington must be listed as an additional insured. This certificate of insurance must be provided to the Owner prior to commencing work.

2.03 INSURANCE COVERAGE CERTIFICATES

A. **Certificate required:** Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage.

B. **List Project info:** All insurance certificates shall name Owner’s Project number and Project title.

C. **Cancellation provisions:** All insurance certificates shall specifically require 45 Days prior notice to Owner of cancellation or any material change, except 30 Days for surplus line insurance.
2.04 PAYMENT AND PERFORMANCE BONDS

Conditions for bonds: Payment and performance bonds for 100% of the Contract Award Amount, plus state sales tax, shall be furnished for the Work, using the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312. Prior to execution of a Change Order that, cumulatively with previous Change Orders, increases the Contract Award Amount by 15% or more, the Contractor shall provide either new payment and performance bonds for the revised Contract Sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The Contractor shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by 15% or more.

No payment or performance bond is required if the Contract Sum is $150,000 or less and the Contractor or General Contractor/Construction Manager agrees that Owner may, in lieu of the bond, retain 10% of the Contract Sum for the period allowed by RCW 39.08.010.

2.05 ALTERNATIVE SURETY

When alternative surety required: Contractor shall promptly furnish payment and performance bonds from an alternative surety as required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

A. Owner has a reasonable objection to the surety; or

B. Any surety fails to furnish reports on its financial condition if required by Owner.

2.06 BUILDER'S RISK

A. Contractor to buy Property Insurance: Contractor shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Substantial Completion. For projects not involving New Building Construction, “Installation Floater” is an acceptable substitute for the Builder’s Risk Insurance. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.

B. Losses covered: Contractor property insurance shall be placed on an “all risk” basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E’s services and expenses required as a result of an insured loss.

C. Waiver of subrogation rights: Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E’s subconsultants, separate contractors described in Section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
PART 3 – TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

Contractor to meet schedule: Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

3.02 CONSTRUCTION SCHEDULE

A. Preliminary Progress Schedule: Unless otherwise provided in Division 1, Contractor shall, within 14 Days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.

B. Form of Progress Schedule: The Progress Schedule shall be in the form of a Critical Path Method (CPM) logic network or, with the approval of the Owner, a bar chart schedule may be submitted. The scheduling of construction is the responsibility of the Contractor and is included in the contract to assure adequate planning and execution of the work. The schedule will be used to evaluate progress of the work for payment based on the Schedule of Values. The schedule shall show the Contractor’s planned order and interdependence of activities, and sequence of work. As a minimum the schedule shall include:

1. Date of Notice to Proceed;
2. Activities (resources, durations, individual responsible for activity, early starts, late starts, early finishes, late finishes, etc.);
3. Utility Shutdowns;
4. Interrelationships and dependence of activities;
5. Planned vs. actual status for each activity;
6. Substantial completion;
7. Punch list;
8. Final inspection;
9. Final completion, and
10. Float time

The Schedule Duration shall be based on the Contract Time of Completion listed on the Bid Form. The Owner shall not be obligated to accept any Early Completion Schedule suggested by the Contractor. The Contract Time for Completion shall establish the Schedule Completion Date.

If the Contractor feels that the work can be completed in less than the Specified Contract Time, then the Surplus Time shall be considered Project Float. This Float time shall be shown on the Project Schedule. It shall be available to accommodate changes in the work and unforeseen conditions.

Neither the Contractor nor the Owner have exclusive right to this Float Time. It belongs to the project.

C. Owner comments on Progress Schedule: Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 Days of receipt. Review by Owner of Contractor’s schedule does not constitute an approval or acceptance of Contractor’s construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.
D. **Monthly updates and compliance with Progress Schedule:** Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in Section 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, and if directed by Owner, Contractor shall submit a corrective action plan or revise the Progress Schedule to reconcile with the actual progress of the Work.

E. **Contractor to notify Owner of delays:** Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

### 3.03 OWNER’S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

A. **Owner may suspend Work:** Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 Days, or for such longer period as mutually agreed.

B. **Compliance with suspension: Owner’s options:** Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:

1. Cancel the written notice suspending the Work; or

2. Terminate the Work covered by the notice as provided in the termination provisions of Part 9.

C. **Resumption of Work:** If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.

D. **Equitable Adjustment for suspensions:** Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

### 3.04 OWNER’S RIGHT TO STOP THE WORK FOR CAUSE

A. **Owner may stop Work for Contractor’s failure to perform:** If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.

B. **No Equitable Adjustment for Contractor’s failure to perform:** Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor’s failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.
3.05 **DELAY**

A. **Force Majeure actions not a default; Force Majeure defined:** Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:

1. Acts of God or the public enemy;
2. Acts or omissions of any government entity;
3. Fire or other casualty for which Contractor is not responsible;
4. Quarantine or epidemic;
5. Strike or defensive lockout;
6. Unusually severe weather conditions which could not have been reasonably anticipated; and
7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.

B. **Contract Time adjustment for Force Majeure:** Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.

C. **Contract Time or Contract Sum adjustment if Owner at fault:** Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor’s performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to Sections 7.02 and 7.03.

D. **No Contract Time or Contract Sum adjustment if Contractor at fault:** Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.

E. **Contract Time adjustment only for concurrent fault:** To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to Section 7.03, but shall not be entitled to an adjustment in Contract Sum.

F. **Contractor to mitigate delay impacts:** Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 **NOTICE TO OWNER OF LABOR DISPUTES**

A. **Contractor to notify Owner of labor disputes:** If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
B. Pass through notification provisions to Subcontractors: Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

A. Liquidated Damages

1. Reason for Liquidated Damages: Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.

2. Calculation of Liquidated Damages amount: The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.

3. Contractor responsible even if Liquidated Damages assessed: Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages

Calculation of Actual Damages: Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

A. Specifications and Drawings are basis of the Work: The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.

B. Parts of the Contract Documents are complementary: The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
C. **Contractor to report discrepancies in Contract Documents:** Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to A/E in writing.

D. **Contractor knowledge of discrepancy in documents – responsibility:** Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.

E. **Contractor to perform Work implied by Contract Documents:** Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.

F. **Interpretation questions referred to A/E:** Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the A/E.

### 4.02 PROJECT RECORD

A. **Contractor to maintain Project Record Drawings and Specifications:** Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order Proposals (COP). This separate set of Drawings and Specifications shall be the “Project Record.”

B. **Update Project Record weekly and keep on site:** The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled “PROJECT RECORD.” The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.

C. **Final Project Record to A/E before Final Acceptance:** Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance.

### 4.03 SHOP DRAWINGS

A. **Definition of Shop Drawings:** “Shop Drawings” means documents and other information required to be submitted to A/E by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.

B. **Approval of Shop Drawings by Contractor and A/E:** Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review.
Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to A/E without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

C. **Contractor not relieved of responsibility when Shop Drawings approved:** Approval, or other appropriate action with regard to Shop Drawings, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. **If** Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.

D. **Variations between Shop Drawings and Contract Documents:** If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.

E. **Contractor to submit 5 copies of Shop Drawings:** Unless otherwise provided in Division 1, Contractor shall submit to A/E for approval 5 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by A/E and 2 sets shall be returned to Contractor.

**4.04 ORGANIZATION OF SPECIFICATIONS**

**Specification organization by trade:** Specifications are prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

**4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS**

A. **A/E, not Contractor, owns Copyright of Drawings and Specifications:** The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.

B. **Drawings and Specifications to be used only for this Project:** The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor
on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.

C. **Shop Drawing license granted to Owner:** Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in Section 5.03 and 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.

D. **Shop Drawings to be used only for this Project:** The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

**PART 5 – PERFORMANCE**

5.01 **CONTRACTOR CONTROL AND SUPERVISION**

A. **Contractor responsible for Means and Methods of construction:** Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.

B. **Competent Superintendent required:** Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, at no cost to the Owner for delay or any other claim, if Owner reasonably deems the superintendent incompetent, negligent, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition. Noncompliance with the Owner's request to remove and replace the superintendent for a material reason shall also be grounds for terminating the Contract for cause.

C. **Contractor responsible for acts and omissions of self and agents:** Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.

D. **Contractor to employ competent and disciplined workforce:** Contractor shall enforce strict discipline and good order among all of the Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, require
Contractor to remove from the Work or Project site, at no cost to the Owner for delay or any other claim, any employee Owner reasonably deems incompetent, negligent, or otherwise objectionable. Noncompliance with the Owner's request to remove and replace personnel at any level for a material reason shall also be grounds for terminating the Contract for cause.

E. **Contractor to keep project documents on site:** Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.

F. **Contractor to comply with ethical standards:** Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors' employees, if they are in violation of this act.

**5.02 PERMITS, FEES, AND NOTICES**

A. **Contractor to obtain and pay for permits:** Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.

B. **Allowances for permit fees:** The actual cost of the general building permit (only) and the public utility hook-up fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. *Fees for these permits should not be included by the Contractor in his bid amount.*

C. **Contractor to comply with all applicable laws:** Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

D. **Contractor to submit copies:** The General Contractor shall submit copies of each valid permit required on the project to the Owner’s representative. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to secure permits.

**5.03 PATENTS AND ROYALTIES**

*Payment, indemnification, and notice:* Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

**5.04 PREVAILING WAGES**

A. **Contractor to pay Prevailing Wages or applicable Federal Wages:** Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries (L&I). The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. If applicable, the Contractor shall comply with all Federal Funding requirements of the Davis
Bacon Act that will be addressed in a separate “DIVISION 00 SPECIAL CONDITIONS” specification section that will be based on the specific requirements of the funding source.

B. Statement of Intent to Pay Prevailing Wages: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the L&I, certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.

C. Affidavit of Wages Paid: Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the L&I, for the Contractor and every subcontractor, of any tier, that performed work on the Project.

D. Disputes: Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the L&I. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

E. Statement with pay application; Post Statements of Intent at job site: Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefixed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the L&I where a complaint or inquiry concerning prevailing wages may be made.

F. Contractor to pay for Statements of Intent and Affidavits: In compliance with chapter 296-127 WAC, Contractor shall pay to the L&I the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the L&I for certification.

G. Certified Payrolls: Consistent with RCW 31.12.120, contractors, subcontractors, or employers shall file a copy of its certified payroll records using the L&I’ online system at least once per month. If the L&I’ online system is not used, a contractor, subcontractor, or employer shall file a copy of its certified payroll records directly with the L&I in a format approved by the L&I at least once per month. A contractor, subcontractor, or employer’s noncompliance with this section constitutes a violation of RCW 39.12.050.

H. Compliance with Federal Funding requirements: If applicable, the Contractor shall comply with all Federal Funding requirements of the Davis Bacon Act that will be addressed in a separate “DIVISION 00 SPECIAL CONDITIONS” specification section that will be based on the specific requirements of the funding source.

5.05 HOURS OF LABOR

A. Overtime: Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours of service.

B. 4-10 Agreements: Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four
calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

5.06 NONDISCRIMINATION

A. **Discrimination prohibited by applicable laws:** The Contractor and all Subcontractors shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

B. **During performance of the Work:**

1. **Protected Classes:** Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.

2. **Advertisements to state nondiscrimination:** Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.

3. **Contractor to notify unions and others of nondiscrimination:** Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.

4. **Owner and State access to Contractor records:** Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.

5. **Pass through provisions to Subcontractors:** Contractor shall include the provisions of this section in every Subcontract.

5.07 SAFETY PRECAUTIONS

A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the Contractor shall:

1. **Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that will require an accident prevention and hazard analysis plan for the contractor and each subcontractor on the work site.** The Contractor shall submit a site-specific safety plan to the Owner's representative prior to the initial scheduled construction meeting.

2. **Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction...**
processes, and equipment required by all applicable state, federal, and local laws and regulations.

3. Comply with the State Environmental Policy Act (SEPA), Clean Air Act, Shoreline Management Act, and other applicable federal, state, and local statutes and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources.

4. Post all permits, notices, and/or approvals in a conspicuous location at the construction site.

5. Provide any additional measures that the Owner determines to be reasonable and necessary for ensuring a safe environment in areas open to the public. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to prescribe safety conditions relating to employees, public, or agents of the Contractors.

B. Contractor safety responsibilities: In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.

C. Contractor to maintain safety records: Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.

D. Contractor to provide HazMat training: Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.

1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
   a. WAC: The requirements of chapter 296-62 WAC, General Occupational Health Standards;
   b. Presence of hazardous chemicals: Any operations in their work area where hazardous chemicals are present; and
   c. Hazard communications program: The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.

2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
   a. Detecting hazardous chemicals: Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
b. Hazards of chemicals: The physical and health hazards of the chemicals in the work area;

c. Protection from hazards: The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and

d. Hazard communications program: The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.

E. Hazardous, toxic or harmful substances: Contractor’s responsibility for hazardous, toxic, or harmful substances shall include the following duties:

1. Illegal use of dangerous substances: Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as “hazardous substances”), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 Days on the Project site.

2. Contractor notifications of spills, failures, inspections, and fines: Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.

F. Public safety and traffic: All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor’s responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.

G. Contractor to act in an emergency: In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.

H. No duty of safety by Owner or A/E: Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

A. Limited storage areas: Contractor shall confine all operations, including storage of materials, to Owner-approved areas.

B. Temporary buildings and utilities at Contractor expense: Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner
and without expense to Owner. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.

C. Roads and vehicle loads: Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.

D. Ownership and reporting by Contractor of demolished materials: Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.

E. Contractor responsible for care of materials and equipment on-site: Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.

F. Contractor responsible for loss of materials and equipment: Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

5.09 PRIOR NOTICE OF EXCAVATION

A. Excavation defined; Use of locator services: “Excavation” means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.

5.10 UNFORESEEN PHYSICAL CONDITIONS

A. Notice requirement for concealed or unknown conditions: If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which 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, then Contractor shall give written notice to Owner promptly and in no event later than 7 Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.

B. Adjustment in Contract Time and Contract Sum: If such conditions differ materially and cause a change in Contractor’s cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in Part 7.
5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES AND IMPROVEMENTS

A. Contractor to protect and repair property: Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.

B. Tree and vegetation protection: Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

5.12 LAYOUT OF WORK

A. Advanced planning of the Work: Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.

B. Layout responsibilities: Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

5.13 MATERIAL AND EQUIPMENT

A. Contractor to provide new and equivalent equipment and materials: All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.

B. Use of asbestos-containing building materials: The use of asbestos-containing building materials in new construction or renovation work is strictly prohibited. For the determination of asbestos-containing building materials, the following shall apply:

1. Until January 1, 2025, asbestos deliberately added in any concentration that contains more than one percent asbestos by weight or area as determined using the United States environmental protection agency method for the determination of asbestos in bulk building materials, EPA/600/R-93/116, July 1993.

2. Following January 1, 2025, asbestos building material deliberately added in any concentration that contains more than 1/10th of one percent asbestos by weight or area for the determination of asbestos in bulk building materials, EPA/600/R-93/116, July 1993.

C. Contractor responsible for fitting parts together: Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall
not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.

D. **Owner may reject defective Work**: Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

**5.14 AVAILABILITY AND USE OF UTILITY SERVICES**

A. **Owner to provide and charge for utilities**: Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.

B. **Contractor to install temporary connections and meters**: Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

**5.15 TESTS AND INSPECTION**

A. **Contractor to provide for all testing and inspection of Work**: Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.

B. **Owner may conduct tests and inspections**: Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:

1. Constitute or imply acceptance;
2. Relieve Contractor of responsibility for providing adequate quality control measures;
3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
C. **Inspections or inspectors do not modify Contract Documents:** Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.

D. **Contractor responsibilities on inspections:** Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

### 5.16 **CORRECTION OF NONCONFORMING WORK**

A. **Work covered by Contractor without inspection:** If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner’s observation and be replaced at the Contractor’s expense and without change in the Contract Time.

B. **Payment provisions for uncovering covered Work:** If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes such a request as provided in Part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.

C. **Contractor to correct and pay for non-conforming Work:** Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.

D. **Contractor’s compliance with warranty provisions:** If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under Section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor’s duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.

E. **Contractor to remove non-conforming Work:** Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.

F. **Owner may charge Contractor for non-conforming Work:** If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
G. Contractor to pay for damaged Work during correction: Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor’s correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

H. No Period of limitation on other requirements: Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in Section 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor’s obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.

I. Owner may accept non-conforming Work and charge Contractor: If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

Contractor to keep site clean and leave it clean: Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

5.18 ACCESS TO WORK

Owner and A/E access to Work site: Contractor shall provide Owner and A/E access to the Work in progress wherever located.

5.19 OTHER CONTRACTS

Owner may award other contracts; Contractor to cooperate: Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner’s employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 SUBCONTRACTORS AND SUPPLIERS

A. Subcontractor Responsibility: The Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
   a. Industrial Insurance (workers’ compensation) coverage for the subcontractor’s employees working in Washington, as required in Title 51 RCW;
   b. A Washington Employment Security Department number, as required in Title 50 RCW;
   c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
   d. An electrical contractor license, if required by Chapter 19.28 RCW;
   e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. On a project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the Owner’s first advertisement of the project.
6. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the L&I 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 chapter 49.46, 49.48, or 49.52 RCW.

B. Provide names of Subcontractors and use qualified firms: Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner’s written consent before making any substitutions or additions. Substitutions of subcontractors listed on Forms A and B are only allowable according to RCW 39.30.060.

C. Subcontracts in writing and pass through provision: All Subcontracts must be in writing. By appropriate written agreement. Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.

D. Coordination of Subcontractors: Contractor responsible for Work: Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.

E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
1. **Effective only after termination and Owner approval:** The assignment is effective only after termination by Owner for cause pursuant to Section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and

2. **Owner assumes Contractor’s responsibilities:** After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.

3. **Impact of bond:** The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
5.21 **WARRANTY OF CONSTRUCTION**

A. **Contractor warranty of Work:** In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.

B. **Contractor responsibilities:** With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:

1. **Obtain warranties:** Obtain all warranties that would be given in normal commercial practice;

2. **Warranties for benefit of Owner:** Require all warranties to be executed, in writing, for the benefit of Owner;

3. **Enforcement of warranties:** Enforce all warranties for the benefit of Owner, if directed by Owner; and

4. **Contractor responsibility for subcontractor warranties:** Be responsible to enforce any subcontractor’s, manufacturer’s, or supplier’s warranties should they extend beyond the period specified in the Contract Documents.

C. **Warranties beyond Final Acceptance:** The obligations under this section shall survive Final Acceptance.

5.22 **INDEMNIFICATION**

A. **Contractor to indemnify Owner:** Contractor shall defend, indemnify, and hold Owner and A/E harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

1. **Sole negligence of Contractor:** The sole negligence of Contractor or any of its Subcontractors;

2. **Concurrent negligence:** The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor; and

3. **Patent infringement:** The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.

B. **Employee action and RCW Title 51:** In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, Contractor waives immunity as to Owner and A/E only, in accordance with RCW Title 51.
PART 6 – PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

Owner shall pay Contract Sum: Owner shall pay Contractor the Contract Sum plus state sales tax for performance of the Work, in accordance with the Contract Documents.

6.02 SCHEDULE OF VALUES

Contractor to submit Schedule of Values: Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principal category of work, in such detail as requested by Owner (“Schedule of Values”). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

6.03 APPLICATION FOR PAYMENT

A. Monthly Application for Payment with substantiation: At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.

B. Contractor certifies Subcontractors paid: By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03, are true and correct, to the best of Contractor’s knowledge, as of the date of the Application for Payment.

C. Reconciliation of Work with Progress Schedule: At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.

D. Payment for material delivered to site or stored off-site: If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:

1. Suitable facility or location: The material will be placed in a facility or location that is structurally sound, dry, lighted and suitable for the materials to be stored;

2. Facility or location within 10 miles of Project: The facility or location is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;

3. Facility or location exclusive to Project’s materials: Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);

4. Insurance provided on materials in facility or location: Contractor furnishes Owner a certificate of insurance extending Contractor’s insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
5. **Facility or location locked and secure:** The facility or location (or secure portion thereof) is continuously under lock and key, and only Contractor’s authorized personnel shall have access;

6. **Owner right of access to facility or location:** Owner shall at all times have the right of access in company of Contractor;

7. **Contractor assumes total responsibility for stored materials:** Contractor and its surety assume total responsibility for the stored materials; and

8. **Contractor provides documentation and Notice when materials moved to site:** Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish Notice to Owner when materials are moved from storage to the Project site.

## 6.04 PROGRESS PAYMENTS

A. **Owner to pay within 30 Days:** Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.

B. **Withholding retention; Options for retention:** Owner shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner’s request, consent of surety to release of the retention. In accordance with chapter 60.28 RCW, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.

C. **Title passes to Owner upon payment:** Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.

D. **Interest on unpaid balances:** Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in chapter 39.76 RCW.

## 6.05 PAYMENTS WITHHELD

A. **Owner’s right to withhold payment:** Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:

1. **Non-compliant Work:** Work not in accordance with the Contract Documents;

2. **Remaining Work to cost more than unpaid balance:** Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;

3. **Owner correction or completion Work:** Work by Owner to correct defective Work or complete the Work in accordance with Section 5.16;
4. **Contractor’s failure to perform:** Contractor’s failure to perform in accordance with the Contract Documents; or

5. **Contractor’s negligent acts or omissions:** Cost or liability that may occur to Owner as the result of Contractor’s fault or negligent acts or omissions.

B. **Owner to notify Contractor of withholding for unsatisfactory performance:** In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with chapter 39.76 RCW.

### 6.06 RETAINAGE AND BOND CLAIM RIGHTs

**Chapters 39.08 RCW and 60.28 RCW incorporated by reference:** Chapters 39.08 RCW and 60.28 RCW, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

### 6.07 SUBSTANTIAL COMPLETION

**Substantial Completion defined:** Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner has full and unrestricted use and benefit of the facilities (or portion thereof designated and approved by Owner) for the use for which it is intended. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner’s occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

### 6.08 PRIOR OCCUPANCY

A. **Prior Occupancy defined; Restrictions:** Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work (“Prior Occupancy”) at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.

B. **Damage; Duty to repair and warranties:** Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor’s one year duty to repair any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

### 6.09 FINAL COMPLETIO N, ACCEPTANCE, AND PAYMENT

A. **Final Completion defined:** Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing, but in no case shall constitute Final Acceptance which is a subsequent, separate, and distinct action.
B. **Final Acceptance defined:** Final Acceptance shall be achieved when the Contractor has completed the requirements of the Contract Documents. The date Final Acceptance is achieved shall be established by Owner in writing. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance bonds, or constitute a waiver of any claims by Owner arising from Contractor’s failure to perform the Work in accordance with the Contract Documents.

C. **Final payment waives Claim rights:** Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8.

**PART 7 – CHANGES**

**7.01 CHANGE IN THE WORK**

A. **Changes in Work, Contract Sum, and Contract Time by Change Order:** Owner may, at any time and without notice to Contractor’s surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in Section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.

B. **Owner may request COP from Contractor:** If Owner desires to order a change in the Work, it may request a written Change Order Proposal (COP) from Contractor. Contractor shall submit a Change Order Proposal within 14 Days of the request from Owner, or within such other period as mutually agreed. Contractor’s Change Order Proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

C. **COP negotiations:** Upon receipt of the Change Order Proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in Sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner’s approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.

D. **Change Order as full payment and final settlement:** If Owner 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. 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.

E. **Failure to agree upon terms of Change Order; Final offer and Claims:** If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from...
Owner. Owner shall provide Contractor with its written response within 30 Days of Contractor’s request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner’s final offer, or the parties are otherwise unable to reach agreement, Contractor’s only remedy shall be to file a Claim as provided in Part 8.

F. Field Authorizations: The Owner may direct the Contractor to proceed with a change in the work through a written Field Authorization (also referred to as a Field Order) when the time required to price and execute a Change Order would impact the Project.

The Field Authorization shall describe and include the following:

1. The scope of work
2. An agreed upon maximum not-to-exceed amount
3. Any estimated change to the Contract Time
4. The method of final cost determination in accordance with the requirements of Part 7 of the General Conditions
5. The supporting cost data to be submitted in accordance with the requirements of Part 7 of the General Conditions

Upon satisfactory submittal by the Contractor and approval by the Owner of supporting cost data, a Change Order will be executed. The Owner will not make payment to the Contractor for Field Authorization work until that work has been incorporated into an executed Change Order.

7.02 CHANGE IN THE CONTRACT SUM

A. General Application

1. Contract Sum changes only by Change Order: The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal.

2. Owner fault or negligence as basis for change in Contract Sum: If the cost of Contractor’s performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor’s changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.

(a) Notice and record keeping for equitable adjustment: A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 Days of the occurrence of the event giving rise to the request. For purposes of this part, “occurrence” means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.

(b) Content of notice for equitable adjustment; Failure to comply: Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that
occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

(c) **Contractor to provide supplemental information:** Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with Section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

(d) **Contractor to proceed with Work as directed:** Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.

(e) **Contractor to combine requests for same event together:** Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.

3. **Methods for calculating Change Order amount:** The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:

   (a) **Fixed Price:** On the basis of a fixed price as determined in paragraph 7.02B.

   (b) **Unit Prices:** By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.

   (c) **Time and Materials:** On the basis of time and material as determined in paragraph 7.02D.

4. **Fixed price method is default; Owner may direct otherwise:** When Owner has requested Contractor to submit a Change Order Proposal, Owner may direct Contractor as to which method in subparagraph 3 above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

B. **Change Order Pricing – Fixed Price**

   **Procedures:** When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:
1. **Breakdown and itemization of details on COP**: Contractor’s Change Order Proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.

2. **Use of industry standards in calculating costs**: All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.

3. **Costs contingent on Owner’s actions**: If any of Contractor’s pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.

4. **Markups on additive and deductive Work**: The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond and insurance markups will apply to the net difference.

5. **Breakdown not required if change less than $1,000**: If the total cost of the change in the Work or request for equitable adjustment does not exceed $1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.

6. **Breakdown required if change between $1,000 and $2,500**: If the total cost of the change in the Work or request for equitable adjustment is between $1,000 and $2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:

   a. lump sum labor;
   b. lump sum material;
   c. lump sum equipment usage;
   d. overhead and profit as set forth below; and
   e. insurance and bond costs as set forth below.

7. **Components of increased cost**: Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:

   a. **Craft labor costs**: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:

      (1) **Basic wages and benefits**: Hourly rates and benefits as stated on the L&I approved “statement of intent to pay prevailing wages” or a higher amount if approved by the Owner. Direct supervision shall be a reasonable percentage not to exceed 15% of the cost of direct labor. No supervision markup shall be allowed for a working supervisor’s hours.

      (2) **Worker’s insurance**: Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the L&I.
(3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.

(4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.

(5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% of the sum of the amounts calculated in (1), (2), and (3) above.

b. Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.

c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:

(1) The National Electrical Contractors Association for equipment used on electrical work.

(2) The Mechanical Contractors Association of America for equipment used on mechanical work.

(3) The EquipmentWatch Fleet Manager Estimator Package (digital). The maximum rate for standby equipment shall not exceed that shown in the Associated General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement, current edition on the Contract execution date.

The EquipmentWatch Rental Rate Blue Book shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition on the Contract execution date.

d. Allowance for small tools, expendables & consumable supplies: Small tools consist of tools which cost $250 or less and are normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:

(1) 3% for Contractor: For Contractor, 3% of direct labor costs.

(2) 5% for Subcontractors: For Subcontractors, 5% of direct labor costs.

Expendables and consumables supplies directly associated with the change in Work must be itemized.

e. Subcontractor costs: This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors’ cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.
f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum. If the Contractor is compensated under Section 7.03D, the amount of such compensation shall be reduced by the amount Contractor is otherwise entitled to under this subsection (f). This allowance shall compensate Contractor for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:

(1). Projects less than $3 million: For projects where the Contract Award Amount is under $3 million, the following shall apply:

(a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor’s own forces, 16% of the first $50,000 of the cost, and 4% of the remaining cost, if any.

(b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the first $50,000 of the cost, and 4% of the remaining cost, if any.

(c) Contractor markup for Subcontractor Work: For Contractor, for any work performed by its Subcontractor(s) 6% of the first $50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.

(d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first $50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.

(e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a. – e.

(2). Projects more than $3 million: For projects where the Contract Award Amount is equal to or exceeds $3 million, the following shall apply:

(a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor’s own forces, 12% of the first $50,000 of the cost, and 4% of the remaining cost, if any.

(b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% of the first $50,000 of the cost, and 4% of the remaining cost, if any.

(c) Contractor markup for Subcontractor Work: For Contractor, for any Work performed by its Subcontractor(s), 4% of the first $50,000 of the amount due each Subcontractor, and 2% of the remaining amount if any.

(d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first $50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
(e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a. – e.

g. Allowance for profit: Allowance for profit is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:

(1) Contractor / Subcontractor markup for self-performed Work: For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with Section 7.02B 7a. – e.

(2) Contractor / Subcontractor markup for Work performed at lower tier: For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% of the subcontract cost developed in accordance with Section 7.02B 7a. – h.

h. Insurance and bond premiums: Cost of change in insurance or bond premium: This is defined as:

(1) Contractor’s liability insurance: The cost of any changes in Contractor’s liability insurance arising directly from execution of the Change Order; and

(2) Payment and Performance Bond: The cost of the additional premium for Contractor’s bond arising directly from the changed Work.

The cost of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with subparagraph f. and g above.

C. Change Order Pricing – Unit Prices

1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner’s authorization shall clearly state:

   a. Scope: Scope of work to be performed;

   b. Reimbursement basis: Type of reimbursement including pre-agreed rates for material quantities; and

   c. Reimbursement limit: Cost limit of reimbursement.

2. Contractor responsibilities: Contractor shall:

   a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;

   b. Leave access as appropriate for quantity measurement; and

   c. Not exceed any cost limit(s) without Owner’s prior written approval.

3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and satisfy the following requirements:
a. **Unit prices must include overhead, profit, bond and insurance premiums:** Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit, bond, and insurance costs; and

b. **Owner verification of quantities:** Quantities must be supported by field measurement statements signed by Owner.

D. **Change Order Pricing – Time-and-Material Prices**

1. **Content of Owner authorization:** Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner’s authorization shall clearly state:
   a. **Scope:** Scope of Work to be performed;
   b. **Reimbursement basis:** Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
   c. **Reimbursement limit:** Cost limit of reimbursement.

2. **Contractor responsibilities:** Contractor shall:
   a. **Identify workers assigned:** Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
   b. **Provide daily timesheets:** Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner’s review.
   c. **Allow Owner to measure quantities:** Leave access as appropriate for quantity measurement;
   d. **Perform Work efficiently:** Perform all Work in accordance with this section as efficiently as possible; and
   e. **Not exceed Owner’s cost limit:** Not exceed any cost limit(s) without Owner’s prior written approval.

3. **Cost breakdown consistent with Fixed Price requirements:** Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
   a. **Timesheets:** Labor detailed on daily time sheets; and
   b. **Invoices:** Invoices for material.

7.03 **CHANGE IN THE CONTRACT TIME**

A. **COP requests for Contract Time:** The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order Proposal.

B. **Time extension permitted if not Contractor’s fault:** If the time of Contractor’s performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor’s changed time of
performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.

1. **Notice and record keeping for Contract Time request:** A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 Days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.

2. **Timing and content of Contractor’s Notice:** Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 Days before Contractor’s written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner’s interests are prejudiced, constitute a waiver of Contractor’s right to an equitable adjustment.

3. **Contractor to provide supplemental information:** Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner’s interests are prejudiced, constitute a waiver of Contractor’s right to an equitable adjustment.

4. **Contractor to proceed with Work as directed:** Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.

C. **Contractor to demonstrate impact on critical path of schedule:** Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor’s schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order Proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.

D. **Cost of change in Contract Time:** Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:

1. **Must be solely fault of Owner or A/E:** The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;

2. **Procedures:** Contractor shall follow the procedure set forth in paragraph 7.03B;

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3. **Demonstrate impact on critical path:** Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and

4. **Limitations on daily costs:** The daily cost of any change in Contract Time shall be limited to the items below, less the amount of any change in the Contract Sum the Contractor may otherwise be entitled to pursuant to Section 7.02B 7f for any change in the Work that contributed to this change in Contract Time:
   
   a. **Non-productive supervision or labor:** cost of nonproductive field supervision or labor extended because of delay;
   
   b. **Weekly meetings and indirect activities:** cost of weekly meetings or similar indirect activities extended because of the delay;
   
   c. **Temporary facilities or equipment rental:** cost of temporary facilities or equipment rental extended because of the delay;
   
   d. **Insurance premiums:** cost of insurance extended because of the delay;
   
   e. **Overhead:** general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.

**PART 8 – CLAIMS AND DISPUTE RESOLUTION**

**8.01 CLAIMS PROCEDURE**

A. **Claim is Contractor’s remedy:** If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Section 7.02 or the Contract Time as provided in Section 7.03, Contractor’s only remedy shall be to file a Claim with Owner as provided in this section.

B. **Claim filing deadline for Contractor:** Contractor shall file its Claim within 120 Days from Owner’s final offer made in accordance with paragraph 7.01E, or by the date of Final Acceptance, whichever occurs first.

C. **Claim must cover all costs and be documented:** The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:

   1. **Factual statement of Claim:** A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
   
   2. **Dates:** The date on which facts arose which gave rise to the Claim;
   
   3. **Owner and A/E employee’s knowledgeable about Claim:** The name of each employee of Owner or A/E knowledgeable about the Claim;
   
   4. **Support from Contract Documents:** The specific provisions of the Contract Documents which support the Claim;
5. Identification of other supporting information: The identification of any documents and the substance of any oral communications that support the Claim;

6. Copies of supporting documentation: Copies of any identified documents, other than the Contract Documents, that support the Claim;

7. Details on Claim for Contract Time: If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor’s analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;

8. Details on Claim for adjustment of Contract Sum: If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail as required by Section 7.02; and

9. Statement certifying Claim: A statement certifying, under penalty of perjury, that the Claim 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 by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.

D. Owner’s response to Claim filed: After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:

1. Response time for Claim less than $50,000: If the Claim amount is less than $50,000, with a decision within 60 Days from the date the Claim is received; or

2. Response time for Claim of $50,000 or more: If the Claim amount is $50,000 or more, with a decision within 60 Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.

E. Owner’s review of Claim and finality of decision: To assist in the review of Contractor’s Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner’s written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in Section 8.02.

F. Waiver of Contractor rights for failure to comply with this Section: Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless made in accordance with the requirements of this Section.

8.02 ARBITRATION

A. Timing of Contractor’s demand for arbitration: If Contractor disagrees with Owner’s decision rendered in accordance with paragraph 8.01D. Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 Days after the date of Owner’s decision on such Claim; failure to demand arbitration within said 30 Day period shall result in Owner’s decision being final and binding upon Contractor and its Subcontractors.

B. Filing of Notice for arbitration: Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or
mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:

1. **Claims less than $30,000:** Disputes involving $30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or

2. **Claims greater than $30,000:** Disputes over $30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.

C. **Arbitration is forum for resolving Claims:** All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.

D. **Owner may combine Claims into same arbitration:** Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.

E. **Settlement outside of arbitration to be documented in Change Order:** If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

### 8.03 CLAIMS AUDITS

A. **Owner may audit Claims:** All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

B. **Contractor to make documents available:** In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:

1. Daily time sheets and supervisor’s daily reports;
2. Collective bargaining agreements;
3. Insurance, welfare, and benefits records;
4. Payroll registers;
5. Earnings records;
6. Payroll tax forms;
7. Material invoices, requisitions, and delivery confirmations;
8. Material cost distribution worksheet;
9. Equipment records (list of company equipment, rates, etc.);
11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;

12. Subcontractors' and agents' payment certificates;

13. Cancelled checks (payroll and vendors);

14. Job cost report, including monthly totals;

15. Job payroll ledger;

16. Planned resource loading schedules and summaries;

17. General ledger;

18. Cash disbursements journal;

19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;

20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;

21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;

22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;

23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and

24. Work sheets, software, and all other documents used by Contractor to prepare its bid.

C. Contractor to provide facilities for audit and shall cooperate: The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 – TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

A. 7 Day Notice to Terminate for Cause: Owner may, upon 7 Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. **Contractor fails to prosecute Work:** Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;

2. **Contractor bankrupt:** Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;

3. **Contractor fails to correct Work:** Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;

4. **Contractor fails to supply workers or materials:** Contractor repeatedly fails to supply skilled workers or proper materials or equipment;

5. **Contractor failure to pay Subcontractors or labor:** Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;

6. **Contractor violates laws:** Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or

7. **Contractor in material breach of Contract:** Contractor is otherwise in material breach of any provision of the Contract Documents.

B. **Owner’s actions upon termination:** Upon termination, Owner may at its option:

1. **Take possession of Project site:** Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;

2. **Accept assignment of Subcontracts:** Accept assignment of subcontracts pursuant to Section 5.20; and

3. **Finish the Work:** Finish the Work by whatever other reasonable method it deems expedient.

C. **Surety’s role:** Owner’s rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

D. **Contractor’s required actions:** When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.

E. **Contractor to pay for unfinished Work:** If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E’s services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor’s actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.

F. **Contractor and Surety still responsible for Work performed:** Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.

G. **Conversion of “Termination for Cause” to “Termination for Convenience”:** If Owner terminates Contractor for cause and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.02.
9.02 TERMINATION BY OWNER FOR CONVENIENCE

A. Owner Notice of Termination for Convenience: Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.

B. Contractor response to termination Notice: Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:

1. Cease Work: Stop performing Work on the date and as specified in the notice of termination;

2. No further orders or Subcontracts: Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;

3. Cancel orders and Subcontracts: Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;

4. Assign orders and Subcontracts to Owner: Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;

5. Take action to protect the Work: Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and

6. Continue performance not terminated: Continue performance only to the extent not terminated

C. Terms of adjustment in Contract Sum if Contract terminated: If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.

D. Owner to determine whether to adjust Contract Time: If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

Applicable law and venue: The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in the county in which Owner’s principal place of business is located, unless otherwise specified.

10.02 SUCCESSORS AND ASSIGNS

Bound to successors; Assignment of Contract: Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security
purposes, to a bank or lending institution authorized to do business in the state of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

Meaning of words used in Specifications: Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.04 RIGHTS AND REMEDIES

No waiver of rights: No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall action or failure to act constitute approval or an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.05 CONTRACTOR REGISTRATION

Contractor must be registered or licensed: Pursuant to RCW 39.06, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

10.06 TIME COMPUTATIONS

Computing time: When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.07 RECORDS RETENTION

Six year records retention period: The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with Section 8.03, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

No third party relationships created: The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

Contractor assigns overcharge amounts to Owner: Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner
under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

10.10 HEADINGS AND CAPTIONS

Headings for convenience only: All headings and captions used in these General Conditions are only for convenience of reference, and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

10.11 DIVERSE BUSINESS PARTICIPATION

The state of Washington encourages participation in all of its contracts by Diverse Businesses as found in RCW Chapters 39, 43, and WAC 326. The voluntary Diverse Business goal of 26%, which is an aggregate of: 10% Minority Business Enterprises (MBE), 6% Women Business Enterprises (WBE), 5% Veteran-owned Business, and 5% Washington Small Businesses self-identified in the Washington Electronic Business Solution (WEBS). Contractors are encouraged to meet or exceed the project goals in the advertisement by any level of participation, regardless of category.

DES reserves the right to adjust the voluntary participation goals.

Businesses are encouraged to register in WEBS, as well as registering as a state certified M/WBE/Veteran Business.

For reporting, Contractor is required to register and create an account in the DES Public Works Diversity Tracking & Management System powered by B2GNow.

Every month for the duration of your contract, and while your contract is active in the DES Public Works Diversity Tracking & Management System, submit and accurately maintain the following information:

1. Payments received by the prime contractor from the Agency
2. Payments paid to each first tier subcontractor
3. Payments paid to each first tier supplier

You must also ensure the following information is reported in the DES Public Works Diversity Tracking & Management System by your first tier subcontractors and suppliers for the duration of your contract:

1. Confirmation of payments from the prime contractor to the first tier subcontractor
2. Confirmation of payments from the prime contractor to first tier suppliers

10.12 MINIMUM LEVELS OF APPRENTICESHIP PARTICIPATION

In accordance with RCW 39.04.320, the State of Washington requires 15% apprenticeship participation for projects estimated to cost one million dollars or more. Contractors who meet or exceed minimum participation requirement are eligible for monetary incentive. Contractors failing to meet minimum apprenticeship participation requirement are subject to monetary penalty.

A. 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).

B. Bidders may contact the L&I to obtain more information about apprenticeship programs.
C. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Owner. In any request for the change, the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.

D. Any substantive violation of the mandatory requirements of this part of the contract may be a material breach of the contract by the Contractor. The Owner may withhold payment pursuant to Part 6.05, stop the work for cause pursuant to Part 3.04, and terminate the contract for cause pursuant to Part 9.01.

10.13 SPECIAL CONDITIONS

The Owner may have Federal Funding or other special requirements for this project. If applicable, the Contractor will be required to comply with the “DIVISION 00 SPECIAL CONDITIONS” section in the specifications that will be based on the specific requirements of the funding source.
DIVISION 01
GENERAL REQUIREMENTS

• 01 11 00 SUMMARY OF WORK
• 01 12 00 PERMITS AND FEES
• 01 26 00 CONTRACT MODIFICATION PROCEDURES
• 01 29 00 APPLICATION FOR PAYMENT
• 01 31 00 PROJECT MANAGEMENT AND COORDINATION
• 01 32 15 CONSTRUCTION SCHEDULE
• 01 33 00 SUBMITTALS
• 01 35 16 ALTERATION PROJECT PROCEDURES
• 01 45 00 QUALITY CONTROL
• 01 60 00 PRODUCT REQUIREMENTS
• 01 70 00 EXECUTION REQUIREMENTS
• 01 78 00 CLOSEOUT SUBMITTALS
PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General Conditions, Modifications to the General Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

1.02 SECTION INCLUDES

A. Summary of Work, including:

1. Project Description
2. Contract Method
3. Permit Conditions
4. Objection to Application of Products
5. Existing Information
6. Completion Time
7. Contractor’s Use of Building and Site
8. Construction Documents

1.03 PROJECT DESCRIPTION

A. The work of the project is defined by the Contract Documents and generally consists of the following:

1. **Foss Waterway Site 8 Demolition** – Consists of a complete demolition of the existing building, existing slab to remain and not be removed. All materials will be hauled away and disposed at contractors’ discretion. A chain link fence will be installed along the sidewalk.

2. Hazardous material abatement – Provide hazardous material abatement in the area of work. Refer to Reports included in the Project Manual.

B. Provide materials, labor, equipment, temporary facilities and construction expertise as required to complete the Project as shown in the Contract Documents.

C. Contractor represents that he has carefully examined prior to bidding, Contract Documents and site conditions, and understands the character, quality and quantity of work called for and conditions affecting the Contract Work.
1.04 CONTRACT METHOD

A. Construct the Work under a guaranteed single fixed-price Contract.

B. The General Contractor is responsible for coordinating, understanding and directing the work of trades involved in the project.

C. General Contractor is responsible for coordinating and scheduling work of each subcontractor to expedite progress of the Project. Cooperate and coordinate with any other separate Contractors under Contract with the Owner.

1.05 PERMIT CONDITIONS

A. Conform to permit conditions and requirements imposed by authority(s) having jurisdiction.

B. The Owner has submitted and will pay for the building permit, the permit will be issued once the contractor submits the following and they are approved by the AHJ

1. Haul route plan. This is required and must remain on arterials. Show the construction entrance and truck routing. Avoid residential streets, specifically school walking routes and high pedestrian areas

2. Traffic control plan showing how pedestrians will be protected on the sidewalk during demolition. The sidewalk shall not be closed unless a viable pedestrian detour is developed. This may require a bypass route to be developed with interlocking barricades in the parking lane.

The General Contractor is responsible for obtaining other permits required to complete the work.

C. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction. Contractor is responsible for coordinating and paying for the cost of any special permit requirements for staging and delivery of materials within the right-of-way.

1.06 OBJECTIONS TO APPLICATION OF PRODUCTS

A. Subcontractors and suppliers submitting a bid for this Project shall thoroughly familiarize themselves with specified products and installation procedures and submit any questions or substitutions (in writing). Submittal of Bid constitutes acceptance of products and procedures specified.

1.07 EXISTING INFORMATION

A. Subcontractors and suppliers are encouraged to familiarize themselves with existing site conditions prior to bidding. Submit any questions or substitutions (in writing). Submittal of Bid constitutes acceptance of products and procedures specified.

1.08 COMPLETION TIME
A. Time is of the essence, the Owner needs this project completed within the times listed. Provide the necessary management, equipment and manpower, including any overtime, double-shifting or special work schedules, required to achieve completion of the Project within the times listed in the following Completion Schedule.

B. Substantial Completion for this project will be considered to have been achieved when all of the Work shown on the drawings has been satisfactorily completed in accordance the Contract Documents and any inspections by AHJ’s have been completed. Minor punch list items may be completed after Substantial Completion date within the time frame listed in the Completion Schedule. The Contractor shall provide written notice, three (3) days prior to anticipated substantial completion date.

C. **Anticipated Construction Completion Schedule:**

1. Substantially complete all the work within 100 Calendar Days (estimated 3.5 months) after the Notice to Proceed.

2. **Anticipated Notice to Proceed:** Late May 2024

3. **Anticipated Substantial Completion Date:** Late August 2024

1.09 **CONTRACTOR’S USE OF BUILDING AND SITE**

A. The Contractor has direct responsibility for and control of the Contractor occupied construction areas for the duration of the Project, subject to this Section.

B. Contractor's Use of Site: Limit use of the site for work, storage and access only as required to achieve work of this contract. Contractor shall maintain a clean and secure site.

1. Owner will not reserve parking stalls for the Contractor’s use to park equipment and store materials.

2. Owner will not reserve parking stalls for the Contractor's or subcontractor's vehicles.

C. Contractor’s Materials / Equipment: Limit storage of materials and equipment to within Contractor occupied construction areas.

D. Emergency Vehicle Access: Maintain access roadway and fire lanes on site for use by emergency vehicles. Coordinate requirements with local authority having jurisdiction.

E. Access Routes to Construction Areas: Contractor shall maintain site access routes in a clean and safe manner free of construction materials, debris and dirt. Maintain access to existing walkways, sidewalks, parking spots, entrances, and other adjacent occupied or used facilities. Do not close or obstruct walkways, sidewalks, parking spots, entrances, or other occupied or used facilities without written approval of authorities having jurisdiction.
F. Public Safety: Contractor is responsible for performing a safety analysis for the construction work on the project site and shall:

1. Implement and enforce conclusions from safety analysis for duration of project.

2. Maintain site and building in a manner that prevents any unsafe or potentially unsafe condition.

G. Construction Areas: Monitor to prevent unauthorized persons from entering during construction work. After work hours remove ladders and tools.

1. Contractor shall assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.

2. Owner Occupancy During Construction: The building is vacant; owner will remove all items currently being stored in the building.

H. Noise: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruptions with the Owner. Contractor work hours and noise levels shall comply with Tacoma Municipal Code, Chapter 8.122 – Noise Enforcement.

1. Construction and demolition activity which exceeds the noise limits of Tacoma Municipal Code Section 8.122.060(a) is not allowed between 9pm and 7am on weekdays.

2. Construction and demolition activity which exceeds the noise limits of Tacoma Municipal Code Section 8.122.060(a) is not allowed between 9pm and 9am on weekends and federal holidays.

I. Contractor shall provide a site-specific safety plan.

1.10 CONSTRUCTION DOCUMENTS

A. Contractor is responsible for posting any addendums in the Contract Drawings and Project Manual.

B. The General Contractor is responsible for costs to reproduce the Construction Documents.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.01 PERMITS PAID FOR BY OWNER
   A. The Owner will pay for the primary Building Permit (and its related plan check fee) as issued by the City of Tacoma outside of the contract. Do not include the cost of this permit in the bid. The Owner has previously submitted the construction documents to the City of Tacoma and the permit will be issued once the contractor submits the following and they are approved by the AHJ:

   1. Haul route plan. This is required and must remain on arterials. Show the construction entrance and truck routing. Avoid residential streets, specifically school walking routes and high pedestrian areas.

   2. Traffic control plan showing how pedestrians will be protected on the sidewalk during demolition. The sidewalk shall not be closed unless a viable pedestrian detour is developed. This may require a bypass route to be developed with interlocking barricades in the parking lane.

1.02 PERMITS PAID FOR BY CONTRACTOR
   A. Contractor is responsible to acquire and pay for all other permits and fees required by all other agencies having jurisdiction. These may include: mechanical, electrical, plumbing permits and dumpster or right of way permits.

1.03 PERMIT RECORDS
   A. Maintain notebook on site with copies of all permits and inspection reports. Include same in Maintenance and Operation Manuals furnished at conclusion of project.

1.05 UTILITY SERVICE CONNECTION FEES PAID FOR BY CONTRACTOR (Temporary)
   A. Pay for all utility service connection fees required by utility vendors that are required for temporary use during the course of construction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
SECTION 01 26 00
CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 GENERAL

A. Changes to and/or clarifications of the Work may be initiated by a Request for Information, Architect’s Supplemental Instruction, Construction Change Directive, or a Change Order.

B. A monetary change to the Contract Sum is only implemented by a Change Order.

1.2 DOCUMENTATION OF COSTS

A. Unit prices noted on the Bid Form shall include all overhead, profit and related costs. Adjustments shall be made in accordance with General Conditions. The Contractor shall document quantities used.

B. All actual or proposed costs, whether initiated by a Change Order Proposal or Construction Change Directive, shall be summarized on forms acceptable to the Owner, with all necessary substantiating documentation attached thereto. Contractor and Subcontractors of all tiers shall submit Change in the Work Summary Calculation Sheets, Forms A and B, respectively.

C. Estimates of Not-to-Exceed costs may only be used for the purpose of expediting the Work.

D. The Owner reserves the right to request notarized time sheets, invoices and other documentation as necessary to protect the public interest.

E. The Contractor's quotations shall be valid for 60 days.

1.3 CHANGES TO CONTRACT TIME

A. The Contractor shall make every effort to comply with the Contract Dates of Substantial and Final Completion.

B. The Contractor may not make claim for costs or losses associated with the use of float time, if any, between anticipated completion dates and the Contract Dates of Substantial and Final Completion.

C. Only impacts on critical path activities which can be documented as delaying the Contract Date of Substantial Completion shall be considered for changes in the Contract Time. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact;
and could not have been avoided by resequencing of the Work or other reasonable alternatives.

1.4 REQUEST FOR INFORMATION (RFI)

A. Prepared by Contractor and distributed to Owner and Architect.

B. Form provided by Architect, or on a form approved by the Owner and the Architect.

C. Response provided by Architect.

D. Distributed by the Owner following acceptance of Architect response.

E. Contractor must either:
   1. Proceed upon receipt of response if no cost impact, or,
   2. Submit a statement of cost impact within 7 days of receipt of response.

   a. If cost impact is justified, Owner shall issue a CCD and/or COP.
   b. If cost impact is not justified, Owner will issue a Notice to Proceed, directing the Contractor to proceed with the Work in question, with no change to the Contract Sum.

F. RFIs and responses to RFIs shall be numbered consecutively. RFIs reissued for additional clarification or information shall be given decimal extensions (e.g. 12.1).

G. Responses shall be recorded weekly on record drawings and specifications.

1.5 ARCHITECT’S SUPPLEMENTAL INSTRUCTION (ASI)

A. Prepared by Architect.

B. Form provided by Architect.

C. No change in time or cost as determined by Architect.

D. Acceptance by Owner required prior to issuance to Contractor.

E. Transmitted to Contractor for signature.

F. Contractor must either:
   1. Proceed upon receipt.
   2. Submit a statement of cost impact within 7 days of receipt.

   a. If cost impact is justified, Owner shall issue a CCD and/or COP.
   b. If cost impact is not justified, Owner will issue a Notice to Proceed, directing the Contractor to proceed with the work in question, with no change to the Contract sum.
G. Architect’s Supplemental Instructions shall be numbered consecutively. Reissued ASIs shall be given decimal extensions (e.g. 17.1).

H. Changes shall be recorded weekly on record drawings and specifications.

1.6 CONSTRUCTION CHANGE DIRECTIVE (CCD)

A. Issued by Owner in response to:
   1. An unresolved Architect’s Supplemental Instruction.
   2. The absence of agreement on Change Order Proposal costs submitted by Contractor.
   3. The need to expedite the work and avoid delays.

B. Form provided by Architect.

C. Signed by Owner.

D. Contractor must proceed immediately with the work identified in the CCD.

E. Method of adjustment of the Contact Sum shall be determined per General Conditions.

1.7 CHANGE ORDER PROPOSAL (COP)

A. Issued by Owner and distributed to Contractor and Architect.

B. May be initiated by Contractor by submitting a written notice to Owner indicating justification and proposed cost impact.

C. Contractor must provide cost data and substantiating documentation within 14 days of receipt of COP.

D. All costs must be summarized on the forms provided by the Owner, utilizing the fees indicated.

E. Direct costs of labor and fringe benefits shall be limited to the amounts shown in Statements of Intent to pay Prevailing Wages. Additional labor burden costs shall be limited to actual costs substantiated in writing by the Contractor and approved by the Owner and Architect.

   1. All indirect costs, including but not limited to such items as insurance, taxes, (except Sales Tax), general conditions, small tool allowance, plant and equipment costs, and the like, shall be included in the fees as provided for on the forms, which shall not exceed the percentages specified in the General Conditions.

F. Prime Contractor Change Order Proposal provided to the Owner, must be submitted together with all necessary substantiating documentation.
G. Each subcontractor or sub-subcontractor of any tier must prepare and submit, through the Contractor, all of its costs together with all necessary substantiating documentation.

H. Architect makes recommendation.

I. Owner accepts or rejects:
   1. Owner prepares Change Order, or,
   2. Owner requests additional cost data, and/or issues CCD.
   3. Owner may issue Notice to Proceed to expedite Work.

J. Accepted and signed COP is binding on both Owner and Contractor. It is the Notice to Proceed and authorization to do the work as soon as practical.

K. COPs shall be numbered consecutively. Reissued COPs shall be given decimal extensions.

L. Changes shall be recorded on record drawings and specifications.

1.8 CHANGE ORDER (CO)

A. Prepared by Owner.

B. May include several COPs or CCDs.

C. Shall be signed by Contractor as soon as practicable.

D. Change Orders shall be numbered consecutively.

E. Changes shall be marked on record drawings and specifications.

F. Costs May be included in Applications for Payment only following approval of the Change Order by the Board of Directors.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 GENERAL

1.01 RELATED DOCUMENTS
   A. Division 0 (Bidding & Contract Requirements) – Section E. City Programs: LEAP Requirements
   B. Section 01 26 00 – Contract Modification Procedures
   C. Section 01 78 00 - Closeout Submittals: Project record documents.

1.02 SECTION INCLUDES
   A. Procedures for preparation and submittal of applications for progress payments.
   B. Procedures for preparation and submittal of application for final payment.

1.03 SCHEDULE OF VALUES
   A. Forms: Use AIA G703 or other form agreed to by the Architect & Owner for the Schedule of Values.
   B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
   C. Forms filled out by hand will not be accepted.
   D. Submit Schedule of Values electronically within 15 days after the Notice to Proceed.
   E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization, bonds and insurance, and Contractor's General Conditions.
      1. Provide additional breakdown of line items if requested by the Architect or the Owner’s Representative.
   F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 PRIOR TO APPLICATION FOR PROGRESS PAYMENT
   A. Submit Contractor's Construction Schedule for information and Submittal Schedule.
   B. Submit a list of all Subcontractors and Suppliers.
   C. City of Tacoma EIC Program Documentation Forms.

1.05 APPLICATIONS FOR PROGRESS PAYMENTS
   A. Payment Period: Submit monthly.
   B. Forms: Use modified AIA G702 or other form provided by or agreed to by the Architect & Owner for Applications for Payment.
      1. Application for Payment must identify sales tax as a separate item.
C. Electronic media printout including equivalent information will be considered in lieu of 
standard form specified; submit sample to Architect for approval.

D. Forms filled out by hand will not be accepted.

E. For each item, provide a column for listing each of the following:
   1. Item Number.
   2. Description of work.
   4. Previous Applications.
   5. Work in Place and Stored Materials under this Application.
   6. Authorized Change Orders.
   7. Total Completed and Stored to Date of Application.
   8. Percentage of Completion.
  10. Retainage.

F. Execute certification by signature of authorized officer.

G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
   1. Stored Materials: Requests for payment on materials stored shall be for materials 
   properly stored on the site. Materials stored off-site may be included subject to the following conditions:
      a. A paid invoice from Supplier is provided.
      b. Materials are stored in a secure facility.
      c. Contractor and its bonding company accepts total responsibility for the stored materials.

H. List each authorized Change Order as a separate line item, listing Change Order 
number and dollar amount as for an original item of work.

I. Submit one electronic and three hard-copies of each Application for Payment.

J. Include the following with the application:
   1. Transmittal letter as specified for submittals in Section 01 30 00.
   2. Partial release of liens from major subcontractors and vendors.
   3. Affidavits attesting to off-site stored products.

K. When Architect requires substantiating information, submit data justifying dollar 
amounts in question.

L. Submit City of Tacoma EIC Program Documentation Forms.

1.06 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying 
total adjusted Contract Sum, previous payments, and sum remaining due.
B. Application for Final Payment will not be considered until the following have been accomplished:

1. All closeout procedures specified in Section 01 78 00.
2. Satisfactory completion of the following:
   a. Ensure that unsettled claims will be settled. Receipt by the Owner of General Release of Liens.
   b. Receipt by the Owner of proof of all project tax payments to the State of Washington Department of Revenue and Department of Labor and Industries for the entire length of the project.
   c. Receipt by the Owner of release by the Washington State Employment Security Department.
   d. Receipt by the Owner of all approved Affidavit of Wages Paid.
   e. Punch list items complete and accepted.
   f. Contract closeout document submittals received and accepted.
   g. Original documentation of all required permits signed off by Authorities Having Jurisdiction.
   h. Submittal of Operating and Maintenance Data.
   i. EIC Program Documentation Forms.

C. Retainage payment will be made separately. Once all completion and release forms have been received, the retainage payment may be released and a Final Acceptance Letter issued by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
SECTION 01 29 00
APPLICATION FOR PAYMENT

PART 1 GENERAL

1.01 RELATED DOCUMENTS
A. Division 0 (Bidding & Contract Requirements) – Section E. City Programs: LEAP Requirements
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A. Forms: Use AIA G703 or other form agreed to by the Architect & Owner for the Schedule of Values.
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C. Forms filled out by hand will not be accepted.
D. Submit Schedule of Values electronically within 15 days after the Notice to Proceed.
E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization, bonds and insurance, and Contractor's General Conditions.
   1. Provide additional breakdown of line items if requested by the Architect or the Owner's Representative.
F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 PRIOR TO APPLICATION FOR PROGRESS PAYMENT
A. Submit Contractor's Construction Schedule for information and Submittal Schedule.
B. Submit a list of all Subcontractors and Suppliers.
C. City of Tacoma LEAP Program Documentation Forms.

1.05 APPLICATIONS FOR PROGRESS PAYMENTS
A. Payment Period: Submit monthly.
B. Forms: Use modified AIA G702 or other form provided by or agreed to by the Architect & Owner for Applications for Payment.
   1. Application for Payment must identify sales tax as a separate item.
C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.

D. Forms filled out by hand will not be accepted.

E. For each item, provide a column for listing each of the following:
   1. Item Number.
   2. Description of work.
   4. Previous Applications.
   5. Work in Place and Stored Materials under this Application.
   6. Authorized Change Orders.
   7. Total Completed and Stored to Date of Application.
   8. Percentage of Completion.
   10. Retainage.

F. Execute certification by signature of authorized officer.

G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
   1. Stored Materials: Requests for payment on materials stored shall be for materials properly stored on the site. Materials stored off-site may be included subject to the following conditions:
      a. A paid invoice from Supplier is provided.
      b. Materials are stored in a secure facility.
      c. Contractor and its bonding company accepts total responsibility for the stored materials.

H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.

I. Submit one electronic and three hard-copies of each Application for Payment.

J. Include the following with the application:
   1. Transmittal letter as specified for submittals in Section 01 30 00.
   2. Partial release of liens from major subcontractors and vendors.
   3. Affidavits attesting to off-site stored products.

K. When Architect requires substantiating information, submit data justifying dollar amounts in question.

L. Submit City of Tacoma LEAP Program Documentation Forms.

1.06 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
B. Application for Final Payment will not be considered until the following have been accomplished:
   1. All closeout procedures specified in Section 01 78 00.
   2. Satisfactory completion of the following:
      a. Ensure that unsettled claims will be settled. Receipt by the Owner of General Release of Liens.
      b. Receipt by the Owner of proof of all project tax payments to the State of Washington Department of Revenue and Department of Labor and Industries for the entire length of the project.
      c. Receipt by the Owner of release by the Washington State Employment Security Department.
      d. Receipt by the Owner of all approved Affidavit of Wages Paid.
      e. Punch list items complete and accepted.
      f. Contract closeout document submittals received and accepted.
      g. Original documentation of all required permits signed off by Authorities Having Jurisdiction.
      h. Submittal of Operating and Maintenance Data.
      i. LEAP Program Documentation Forms.

C. Retainage payment will be made separately. Once all completion and release forms have been received, the retainage payment may be released and a Final Acceptance Letter issued by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Administrative and Procedural Requirements for:
   1. Project Management
   2. Coordination
   3. Variations, revisions and clarifications
   4. Request For Information
   5. Preconstruction conference
   6. Progress meetings

1.02 PROJECT MANAGEMENT

A. General: Provide direct, effective, experienced, cooperative, team-oriented, hands-on management of the Work including the daily construction operations on the project site and that part of the Work that the Contractor chooses to delegate to Subcontractors / Suppliers.

1. Project management personnel shall be employees of the Contractor and shall not be subcontracted or delegated to others.

2. Failure to provide the specified project management personnel is a breach of Contract and subject to Owner's termination of Contract for cause.

3. Site Management Personnel: This Project requires a minimum of one (1) project management personnel on the Project site as follows:
   a. Superintendent on site full time.
   b. The management personnel listed herein are minimums and shall not be construed as limiting the Contractor from employing additional or other types of management personnel.

B. SUPERINTENDENT: Employ a Project Superintendent to oversee, direct, and manage the construction of the Work and including, but not limited to, the following minimum characteristics and responsibilities:
1. A good communicator, organized, effective and capable of managing multiple tasks, difficult personalities and tight deadlines without losing self-control or management effectiveness.

2. Trained, knowledgeable and experienced in jobsite safety and shall be responsible for managing safety issues on site in conformance with Federal, State and Local regulations.

3. Superintendent shall become thoroughly familiar with the requirements of the Contract Documents before work is started.

4. Responsible for executing the Work in conformance with the Construction Schedule specified in Section 01 3215 so that Project is completed on time.

5. Oversee and direct the work of Subcontractors and suppliers and confirm they are conforming to the requirements of the Contract Documents.

6. Jointly with the Project Engineer, coordinate the Work of this project as specified under “Coordination” in this section.

7. Responsible for determining the means and methods used to execute the Work.

8. Responsible for managing and controlling the quality of the Work (including work by Subcontractors) in conformance with the Contract Documents and good construction practice.

9. Responsible for coordinating with the local Building Department and Building Inspector(s) inspections and requirements.

10. Responsible for coordinating the final inspections required by Authorities having jurisdiction required for issuance of the Certificate of Occupancy.

11. Responsible for inspecting the work and preparing the Contractor’s Punch List as specified in Section 01 7800.

1.04 COORDINATION

A. General: Coordinate the Work and construction operations required in different sections of the Specifications:

1. Ensure efficient and orderly installation of each part of the Work.

2. Coordinate different work and trades that depends on each other for proper installation, connection, and operation.

3. No additional compensation will be approved for extra work incurred through the lack of cooperation and coordination.
B. Coordination Planning and Administration: Plan out the Work in advance and anticipate the interrelationships between each subcontractor and their relationship to the overall Project.

1. Provide the leadership, direction and decisions necessary to prevent subcontractor and supplier problems and disputes from affecting the project schedule or the quality of the work.

2. Coordinate scheduling, submittals, and Work of the various sections of Specifications to assure proper, efficient and orderly sequence of preparation and installation of interdependent construction elements, with provisions for accommodating items installed later.

3. Hold coordination meetings with each trade to determine Work requiring coordination with other trades / sections.

4. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

C. Coordination Drawings: Before materials are fabricated or Work begun, prepare coordination drawings including plans, elevations, sections and other details as required to clearly define relationships between Work sharing the same space / area, or installed within or passing through Work by other trades so as to avoid any conflicts.

1. Calculate, backcheck and lay out the horizontal dimensions in conformance with the design concept indicated on the Drawings.

2. Consult with Owner whenever available space or conditions do not permit any element of the Work to be accomplished in conformance with the design concept indicated on the Drawing.

3. When requested by Owner, provide copy of coordination drawings; submit with any Request for Information involving coordination issues.

4. Distribute coordination drawings to affected Subcontractors / suppliers.

D. Subcontractor Coordination: Provide direct supervision and coordination of each Subcontractor and each part of the Work; require each Subcontractor to coordinate their portion of the Work and provide their requirements for coordination of their Work with other related Work.

1. Schedule such work so as to prevent delays in dependent work and so that related work will progress together.

2. Fully inform each trade or Subcontractor of the relation of its work to other work, and require each to make necessary provisions for the requirements of such other work.
3. Do not delegate Subcontractor coordination responsibility to any subcontractor.

E. Sequence of Work Coordination: Coordinate the Work of trades and other sections to ensure that elements of the work are installed in their proper sequence, without the need for unplanned modifications to work already installed.

F. Completion and Closeout Coordination: Coordinate the efficient completion and closeout of the Work by each Subcontractor.

1. Coordinate completion and cleanup of Work of separate trades in preparation for Completion.

2. After substantial completion, coordinate access to site for correction punch list items; minimize disruption to the building occupants if applicable.

G. Existing Conditions Coordination:

1. Lay out and mark existing utilities requiring protection or which remain operational or active during construction, to prevent any accidental damage or disruption of building services during this Project.

H. Coordination With Owner:

1. Cooperate with the Owner to resolve any scheduling or construction coordination concerns or problems that arise during the course of this Project and coordinate the work accordingly to minimize the disruption to the Owner and to the construction schedule.

2. Schedule shutdowns of existing equipment, utilities and building systems with the Owner.

3. Coordinate with the Owner for the scheduling of any construction activities that could potentially disturb or threaten the life safety of any building occupants involving the building structure, chemical fumes and smells, noise, change of exiting or access, blocking of any site path or road, or that could potentially result in disruption or damage to any existing utility or building system. Work that involves any of these potential disturbances, poses a threat to life safety, or involves any element of risk to building occupants shall be subject to the Owner’s direction to accomplish this work at a time when the building is not occupied.

4. Coordinate with and follow Owner’s security procedures and requirements to maintain building and area / room security throughout the Project.

5. Coordinate deliveries in advance with the Owner. Schedule delivery times so that Owner’s use of the site is not hindered.
1.05 VARIATIONS, REVISIONS AND CLARIFICATIONS

A. Variations, revisions and clarifications to the work not involving an adjustment to the Contract Sum or Contract Time will be confirmed in writing. These written confirmations may be included in the project minutes, memos to the Contractor and Owner, e-mail correspondence, or in answers to written Requests for Information (RFI).

1.06 PRECONSTRUCTION CONFERENCE

A. Owner will schedule a preconstruction conference at start of construction.

B. Attendance Required: Contractor, Owner and Architect / Engineer.

C. Agenda:
   2. Discussion of list of Subcontractors, list of Products, schedule of values, and progress schedule.
   3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
   4. Scheduling.
   5. Coordination with Owner.
   6. Procedures for maintaining record documents.
   7. Requirements for start-up of equipment.
   8. Inspection and acceptance of equipment put into service during construction period.

1.07 PROGRESS MEETINGS

A. Progress meetings will be held on a regularly scheduled basis not exceeding once per week.

   1. Owner will administer the meeting, record decisions and actions from the meeting and send copies of meeting notes to Owner and Contractor.

   2. The Contractor will be responsible to distribute copies to his field representative and to Subcontractors.
B. Location of Meeting: Progress meetings will be held at the job site. The contractor shall make physical arrangements for the meeting space.

C. Attendance: Contractor’s management team, Owner, Architect and professional Consultants; subcontractors; suppliers and others as appropriate to agenda may attend.

D. Agenda:

1. Approval of minutes of previous meetings.
2. Review of Work progress since previous meeting and work planned.
3. Review project schedule (4-week and Master Project Schedule).
4. Review submittal schedules; expedite as required.
5. Review of Request for Information (RFI).
6. Review deliveries.
7. Review proposed changes.
8. Review technical and administrative questions / concerns from Contractor, Owner, Architect, Consultants.
9. Review As-Built Drawings.
10. Field Observations.

E. Four-Week Schedule:

1. Prior to each meeting, prepare a four (4) week schedule showing work completed during the previous week, work that is in progress for the current week and work planned for the following two weeks. This four week schedule, which is revised weekly by the Contractor, will be presented by the Contractor at the progress meeting and a copy will be given to the Owner at that time.

2. In the event that a progress meeting is not scheduled for the current week, prepare the 4 week schedule and forward it to the Owner in the same week.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION
SECTION 01 32 15

CONSTRUCTION SCHEDULE

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Administrative and procedural requirements for the contractor’s construction schedule.

1.02 GENERAL

A. The intent of the construction schedule is to assist the Contractor in planning and execution of the Work in a timely manner and assist the Contractor, Architect and Owner in monitoring the construction progress for the purpose of coordination, communication, evaluation of Applications and Certificates for Payment, and evaluation of time extension requests.

B. The Owner’s review of the schedule will be to ensure that it conforms to the requirements of the specifications. The sequence and scheduling of the work is the Contractor's responsibility. Contract completion date(s) is as specified in the Contract Documents. The Owner’s review of the schedule does not change, revise, or amend that date(s).

C. This section supplements the General Conditions and the Modifications to the General Conditions with additional schedule requirements, where conflicts exist, the most restrictive requirement shall govern.

D. Any plan by the Contractor to complete the Work or any part of the Work earlier than any contract required milestone or specific completion date shall not be construed as creating any responsibility or liability for the Owner or Architect should their actions, or lack thereof, prevent the Contractor from achieving the planned early completion. The Owner and Architect shall not be liable to the Contractor for any costs or other damages if the Contractor is unable to achieve early completion of the Work before a milestone or completion date.

E. Float Time: Float time is the amount of time between the earliest start date and the latest start date, or between the earliest finish date and the latest finish date of a chain of activities on the CPM Schedule. Float time belongs to the project and is not for the exclusive use or benefit of either the Contractor or the Owner; float time may be used by either the Contractor or Owner for offsetting delays. Use of float suppression techniques such as preferential sequencing, special lead / lag logic restraints, zero total or free float constraints, extended activity times or imposed dates shall be cause for rejection of the Construction Schedule or any revisions or updates.
F. Schedule shall anticipate and include sufficient float time for weather dependent work tasks to allow for any delays due to normal inclement weather (defined as any inclement weather within the ten year average of accumulated record mean values from climatological data compiled by the National Oceanic and Atmospheric Administration (NOAA), for the locale of the project, over the full duration of the Contract Time).

1.03 FORMAT

A. Listings: Reading from left to right, in ascending order for each activity. Identify each activity with the applicable specification section number.

B. Diagram Sheet Size: 11 x 17 inches.

C. Scale and Spacing: Weekly increments to be a minimum of 5/8-inch long. Lettering to be a minimum of 1/16-inch high. Schedule to be legible and allow for notations and revisions.

1.04 SCHEDULES

A. Provide a time scaled diagram with a separate activity bar for each work activity. Diagram to illustrate order and interdependence of activities and sequence of work, how start of a given activity depends on completion of preceding activities and how completion of the activity may restrain start of subsequent activities. Indicate early and late start, early and late finish, manpower loading and description of each activity. Indicate critical path.

B. Provide as many activities as necessary to clearly show how the project will be constructed within the time allowed. As a minimum, every item on the schedule of values must be shown on the progress schedule. Provide sub-net schedules where necessary to enhance clarity.

C. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities.

D. Show accumulated percentage of completion of each item of work at time of each Application for Progress Payment.

E. As a sub-net show submittal dates including specified Architects' review time for shop drawings, product data and samples. Indicate decision date for selection of finishes.

F. Show product delivery dates, including those furnished and / or installed by Owner.

G. Show dates when application for separate permits (i.e., fire alarm, fire sprinkler, etc.) will be made and when permit will be received.

H. Show dates when application for warranties / guarantees will be made and when warranties will be delivered. Final payment will not be made until all warranties / guarantees have been received and found to be acceptable.
1.05 UPDATING SCHEDULES

A. Update the construction schedules monthly to reflect actual work activity dates accomplished and any revised work activity dates.

B. Maintain Construction Schedules to record actual start and finish dates of activities as they are completed.

C. Indicate progress of each activity at the time of the revision date. Update diagrams to graphically depict current status of Work.

D. Indicate revision date on revised schedule.

E. Show changes occurring since previous Schedule submission such as:
   1. Any major changes in scope;
   2. Activities modified since previous submission;
   3. Revised projections for progress and completion, as applicable;
   4. Any other identifiable changes.

F. Provide narrative report as needed to define:
   1. Problem areas; anticipated delays; and impact on schedule.
   2. Corrective action to be taken by the Contractor to get the project back on schedule. This report will define how and when the Contractor will accomplish this.

1.06 SUBMITTALS

A. Prepare and submit proposed construction schedule to Owner and Architect as soon as possible after Notice to Proceed and prior to first Application for Payment.
   1. Submit schedule in both paper and digital computer formats acceptable to the Owner.

B. Submit updated schedule with each Application for Payment or more frequent if required.

C. Applications for Payment will not be processed until schedule is in conformance with requirements of the specifications.

1.07 DISTRIBUTION

A. Distribute copies of construction schedule to project site file, subcontractors, suppliers, Owner, Architect, and other concerned parties.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
SECTION 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Administrative and Procedural Requirements for Project Submittals

1.02 SUBMITTAL PROCEDURES

A. Schedule submittals to expedite the Project. Transmit submittals in accordance with Construction Schedule and in such sequence to avoid delay in the Work. Coordinate submission of related items with schedule.

B. Electronic Submittals – Format: Shop Drawings, Product Data, Certificates, Warranties and any similar submittals, other than physical samples, shall be provided as digital submittals in PDF format suitable for sending via electronic mail or downloaded from internet file transfer website.

1. PDF security permissions shall be formatted to allow printing, reviewing and editing functions by Architect and Owner using any PDF compatible computer program.

2. When electronic submittals are required to be accompanied by a physical sample, the submittal will not be returned until both the electronic submittal and physical sample are reviewed.

C. Contractor Shall:

1. Prepare / obtain submittals for each item required in the specifications in accordance with the Contractor’s submission schedule and as required to prevent delays in the ordering, fabrication, delivery and installation of the Work.

   a. Sequence the frequency rate of submittals sent to the Architect to avoid submitting more submittals within the same week than can receive a thorough, timely review, generally 4 to 5 submittals per week. Include a review priority for Architect if multiple and / or large submittals are transmitted to Architect in the same week and plan for longer review times by Architect.

2. Review each submittal for compliance to the Contract Documents, note any deviations and approve in writing prior to submission to Architect; each submittal shall bear the Contractor’s review and approval stamp, with the review date and name of reviewer.

3. Reproduce and distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with
provisions. Pay costs for reproduction, distribution and materials.

4. Coordinate submittals into logical groupings to facilitate inter-relation of the several items:
   a. Finishes which involve Architect selection of colors, textures, or patterns.
   b. Associated items which require correlation for efficient function or for installation.

5. Identify, in writing, variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.

6. Accompany submittals with transmittal letter containing:
   a. Date.
   b. Project title and number.
   c. Contractor's name and address.
   d. Number of copies of Shop Drawings, Product Data and Samples submitted.
   e. Identification of submittal as it relates to:
      1) Subcontractor / Supplier / Manufacturer:
         Name.
         Address.
         Telephone number.
         Representative's name.
      2) Detail number and location in Construction Documents.
      3) Specification reference number and paragraph.
      4) Applicable Standards.
      5) Finishes.
      6) Identification of deviations from Contract Documents.

D. Additional Information Required:
1. Relation to adjacent structure or materials.

2. Fabrication methods, assembly, special installation requirements, accessories, fasteners, and other pertinent information.

3. Field dimensions, clearly identified.

4. Coordination with other trades. Stamped and signed by affected trades.

E. Distribution:

1. Send submittals to Owner and Architect via electronic mail or from internet file transfer website.

2. Architect will return reviewed submittals to Contractor and Owner via electronic mail or Architect’s internet file transfer system.


1.03 SUBCONTRACTOR AND SUPPLIER LIST

A. Prior to submission of First Application for Payment, submit complete list of subcontractors and suppliers to be used for the Work. Provide specification section identification number, addresses and telephone numbers for each listed subcontractor and supplier providing materials.

1.04 SHOP DRAWINGS

A. Present in clear and thorough manner. Title each drawing with Project name and number; identify each element of drawings by reference to sheet number and detail, schedule, or room number of Contract Documents.

B. Identify field dimensions; show relation to adjacent or critical features or Work or products.

C. Do not submit freehand drawings.

D. Shop Drawings Requiring Code Agency Approval: Submit on format and media required by Approval Agency. Include information required by Project Documents and Approval Agency.

1.05 PRODUCT DATA

A. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.

B. Modify manufacturer's standard schematic drawings and diagrams to supplement
standard information and to provide information specifically applicable to the
Work. Delete information not applicable.

1.06 SAMPLES

A. Submit two samples of the specified color and texture for each product unless
specified otherwise in individual specification sections; samples will be retained
by Architect.

B. Where a specific color has not been specified, submit full range of manufacturer's
standard and special finishes except when more restrictive requirements are
specified, indicating colors, textures, and patterns, for Architect selection.

C. Label each sample with identification required for transmittal letter.

D. Field samples are to be maintained at the site of the Work and are to be removed
after substantial completion unless directed otherwise.

1.07 CONTRACTOR REVIEW

A. Coordinate submittals with requirements of the Work and Contract Documents.

B. Apply Contractor's approval stamp with signature. The submittal signed by the
Contractor certifies that the Contractor has reviewed the submittal for accuracy,
completeness and compliance with the Contract Documents. It also certifies that
the Contractor has verified products required, field dimensions, adjacent
construction work, and coordination of information, in accordance with the
requirements of the Work and Contract Documents. Submittals without
Contractor's stamp and signature are rejected. Notify Architect in writing at time
of submittal, of any deviations from requirements of Contract Documents.

1.08 RESUBMITTALS

A. Revise and resubmit submittals as required, identify changes made since
previous submittal.

B. Shop Drawings, Product Data and Calculations:

1. Revise initial drawings, data or calculations and resubmit as specified for
the initial submittal.

2. Indicate any changes which have been made including those requested
by the Architect.

C. Samples: Submit new samples as required.

D. Architect reserves the right to charge the Contractor for reviewing non-
responsive resubmittals.
1.09 ARCHITECT REVIEW

A. Architect or their consultant(s) will review shop drawings, product data, calculations and samples and return submittals to Contractor as soon as possible, generally within 10 working days, except Contractor shall plan for large submittals such as mechanical and electrical product binders or numerous submittals sent to Architect at the same timing taking a longer period of time.

B. Architect’s review is qualified by the following language included on the review stamp: “This review is only for general conformance with design concept of the Project and general compliance with the information given in the Contract Documents. Corrections or comments made on the shop drawings during this review do not relieve the Contractor from compliance with the requirements of the plans and specifications. Approval of a specific item shall not include approval of an assembly of which the item is a component. Contractor is responsible for: dimensions to be confirmed and correlated at the jobsite; information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; coordination of his or her Work with that of all other trades; and for performing all work in a safe and satisfactory manner”.

1. Any action shown is subject to Contract Document’s requirements. Architect will mark the review submittal in one of the following boxes on review stamp:

- Reviewed
- Reviewed with Comments / Corrections
- Rejected
- Revise and Resubmit
- Submit Specified Item
- Informational Submittal – Not Reviewed

C. Architect / Engineer review of individual or separate items does not constitute review of assembly in which it functions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
SECTION 01 35 16

ALTERATION PROJECT PROCEDURES, CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Alteration Project Procedures.
B. Cutting and Patching.

1.02 REGULATORY REQUIREMENTS

A. Obtain required permits from authorities.
B. Do not close or obstruct egress from any building exit.
C. Do not disable or disrupt existing building utilities or fire and life safety systems without 3 days prior written notice to the Owner; proceed only after receiving the Owner’s confirmation of approval.
D. Conform to procedures and requirements of authorities having jurisdiction when hazardous or contaminated materials are discovered. Notify the Owner and Architect immediately.

1.03 QUALIFICATIONS

A. Contractor’s on-site management personnel shall be competent to survey the condition of the structures and building systems to determine both their condition and the possibility of unplanned structural collapse or failure. Management Personnel shall be capable of taking prompt corrective action when necessary to protect the safety of persons and the integrity of the building structure or systems.

B. DEFINITIONS:

1. SKILLED CRAFTSMAN is someone who has journeyman level abilities in a specific trade or craft and is currently working at that trade or craft on a regular basis, is capable of competently performing all aspects of the specific trade or craft and, if work has special warranties involved, has received special training to qualify their work for warranty.

2. QUALIFIED INSTALLER is someone who has journeyman level abilities for installing a particular product or system and is currently doing this installation work on a regular basis, is capable of competently performing all aspects of the installation and, if work has special warranties involved, has received special training to qualify their work for warranty.
C. Demolition, moving, removing, cutting and drilling is required to be performed by trades qualified to perform the work in a manner to cause the least damage and disruption to existing structure and finishes. Use skilled craftsmen or qualified installers wherever waterproof integrity, structural integrity, sight-exposed finishes or materials or systems that are under warranty are involved.

D. Patching, repair and restoration work shall be accomplished by skilled craftsmen and qualified installers in those specific trades that normally perform the type of work required (e.g. finish carpentry work by a finish carpenter, plaster work by a plasterer, etc.).

1.04 QUALITY ASSURANCE

A. Assign the specific demolition, cutting and patching work required for the work of this contract to the appropriate skilled craftsman or qualified installer.

B. Lay out, coordinate, and direct the demolition and cutting accomplished by the various trades to:
   1. Minimize patching work required for restoration.
   2. Accommodate the existing conditions.
   3. Prevent damage to existing building structure, finishes or equipment / systems.
   4. Prevent removal or cutting of existing elements intended to remain.

1.05 PROTECTION

A. Protect and prevent damage to existing finishes, equipment / systems and adjacent work scheduled to remain.

B. Protection shall include, but not be limited to, wood timbers or framing, plywood panels, plastic sheeting, canvas drop cloths, carpet scraps etc. or anything required to protect item(s) or areas from damage.

C. Protection shall be in place prior to specific demolition, cutting or patching work is started.

1.06 EXISTING CONDITIONS

A. UNFORESEEN CONDITIONS: Should unforeseen conditions be encountered that affect the design or function of the project or the structural or functional integrity of the structure or any building system, notify the Architect and Owner immediately in writing.
PART 2 - PRODUCTS

2.01 PRODUCTS / MATERIALS FOR PATCHING AND EXTENDING WORK

A. New Products / Materials: As specified in Product sections; match existing products / materials and work for patching and extending work.

B. Type and Quality of Existing Products / Materials: Determine by inspecting and testing Products where necessary, referring to existing Work as a standard.

C. As applicable, salvage sufficient quantities of cut or removed material to replace damaged work of existing construction, when materials are not obtainable on the current market. Do not incorporate salvaged or used materials in new construction except with permission of Architect and Owner. Protect stored salvage items in dry, secure place.

PART 3 - EXECUTION

3.01 COORDINATION

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

3.02 ALTERATION PROJECT PROCEDURES

A. PREPARATION

1. Replace and restore at completion.

2. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals and deteriorated masonry and concrete. Replace materials as specified for finished Work.

3. Remove debris and abandoned items from area and from concealed spaces.

4. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.

5. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Insulate duct work and piping to prevent condensation in exposed areas.

B. INSTALLATION

1. Coordinate and direct the work of alterations and renovations to expedite completion sequentially.
2. Remove, cut and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original condition. If original condition is substandard or damaged, restore to level of quality required for new work.

3. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.

4. Install Products as specified in individual sections.

C. TRANSITIONS

1. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patched Work to match existing adjacent Work in texture and appearance.

2. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and provide trim appropriate to new surface or as determined by Architect.

D. ADJUSTMENTS

1. Where a change of plane occurs, provide a smooth transition.

2. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.

3. Fit work at penetrations of surfaces as described in Cutting and Patching.

E. REPAIR OF DAMAGED SURFACES

1. Patch or replace portions of existing surfaces which are damaged, lifted, discolored or showing other imperfections.

2. Repair substrate prior to patching finish.

F. FINISHES

1. Finish surfaces as specified in individual Product sections.

2. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.03 CUTTING AND PATCHING

A. EXAMINATION:
1. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.

2. After uncovering existing work, inspect conditions affecting performance of work.

3. Beginning of cutting or patching means acceptance of existing conditions.

B. PREPARATION

1. Layout and coordinate the cutting work so that new work can be completed free from conflicts with work of other trades and existing conditions / systems not scheduled for removal. Do not proceed with cutting work until conflicts are resolved.

2. Provide, erect and maintain temporary barriers and exterior enclosures and protect existing and installed work.

3. Provide temporary supports, braces or shoring to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.

4. Provide protection from elements for areas which may be exposed by uncovering work.

5. Maintain excavations free of water.

C. CUTTING AND PATCHING

1. Provide the tools and equipment best suited for the specific type of cutting and patching required.

2. Plan and execute cutting work in a manner that results in the least negative impact to the surrounding work.

3. Execute cutting, fitting and patching including excavation and fill, wherever necessary to construct the work.

4. Fit products together, to integrate with other work.

5. Uncover work to install ill-timed work.

6. Remove and replace defective or non-conforming work.

7. Remove samples of installed work for testing, when requested.

8. Provide openings in the work for penetration of mechanical and electrical work.
9. Provide access for installation of items too large to fit through permanent openings.

D. PERFORMANCE

1. Execute work using methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.

2. Employ skilled craftsmen and / or qualified installer to perform cutting and patching for weather exposed and moisture resistant elements, sight-exposed surfaces and warranted work.

3. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval. Do not overcut corners of materials exposed to view or where overcutting would weaken its structural integrity.

4. Restore work with new products in accordance with requirements of Contract Documents.

5. Fit work tight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.

6. At penetrations of fire rated walls, partitions, ceiling or floor construction, completely seal voids with fire rated material of equal fire rating.

7. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

3.04 EXISTING ITEMS FOR REUSE

A. Remove the existing item carefully so as not to damage the item.

B. Carefully clean item and store item in a protected location.

C. If the item is damaged during the removal process, replace with new that matches the existing at the Contractor’s expense.

D. Reinstall item using procedures for installing new work.

END OF SECTION
PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Administrative and procedural requirements for project quality control.

1.02 REFERENCES

A. References shall be the edition current as of the date of the Contract Documents.

B. Obtain current copies of referenced standards.


D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

E. International Code Council (ICC):

   1. ICC / ANSI A117 - Accessible and Usable Buildings and Facilities

1.03 CONTRACTOR’S QUALITY ASSURANCE / CONTROL OF CONSTRUCTION

A. Employ / assign quality control personnel to monitor the work of this project for conformance to the requirements of the Contract Documents and to good construction practices.

   1. Prior to starting their work, review the scope of work, performance requirements, materials and workmanship requirements with each trade and subcontractor.

   2. Review materials when delivered to the site for conformance to the Contract Documents and submittals.

   3. Monitor work in progress for conformance to the Contract Documents and submittals.

B. Contractor is solely responsible for managing and controlling the quality of the work and conformance with the requirements of the Contract Documents.

C. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Work shall be performed by trained and experienced workers qualified to produce workmanship of specified quality.

F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion and disfigurement.

1.04 ADA TOLERANCES

A. ADA Tolerances: The ADA tolerances shown on the Drawings represent the allowable tolerances required for conformance with the ADA and ICC / ANSI A117. Strict conformance with the ADA tolerances shown on the Drawings is required for this project; non-conforming work will require correction at Contractor’s expense.

1. ADA tolerances shown on the Drawings supersede industry standard tolerances and any other tolerances included in any specification section.

B. Submittal Review: Review submittals for conformance with the accessibility requirements of ICC / ANSI A117 and the ADA tolerances shown on the Drawings; mark up submittals that have incorrect or missing ADA tolerance information.

C. Review with Workers: Review the accessibility requirements of ICC / ANSI A117 and the ADA tolerances shown on the Drawings with workers performing work that is required to conform to the accessibility requirements of ICC / ANSI A117.

D. Monitoring: Monitor the work of this project for compliance with the accessibility requirements of ICC / ANSI A117 and the ADA tolerances shown on the Drawings on work that is required to conform to ICC / ANSI A117.

E. Inspection: Inspect the completed work that is required to conform to ICC / ANSI A117 for conformance with the ADA tolerances shown on the Drawings. Inspection shall require accurate measurements to confirm that dimensions, slopes and relationships shown on the Drawings have been constructed within the ADA tolerances shown on the Drawings.

1.05 MANUFACTURER’S INSTRUCTIONS

A. Comply with manufacturer's installation / assembly instructions in full detail, including each step in sequence.

B. Substrates, Site Conditions And Work By Others shall conform to manufacturer's requirements:

1. Inspect substrate, site conditions and work by others for conformance to manufacturer's requirements for material and condition prior to starting any work.
2. Do not start work if substrate construction, site conditions or work by others does not comply with manufacturer’s recommendations; report any problems to Contractor and Architect.

3. Start of work / installation indicates installer’s acceptance of substrate, site conditions and work by others as meeting manufacturer’s requirements.

C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Architect before proceeding.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION
SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS
A. Section 01 25 00 – Substitution Procedures

1.02 SECTION INCLUDES
A. Requirements for Materials and Equipment related to:
   1. Transportation and handling
   2. Storage and protection
   3. Product options

1.03 PRODUCTS
A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components required for reuse.
B. Provide interchangeable components of the same manufacturer, for similar components.
C. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

1.04 TRANSPORTATION AND HANDLING
A. Transport and handle products in accordance with manufacturer's instructions.
B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

1.05 STORAGE AND PROTECTION
A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
B. For exterior storage of fabricated products, place on sloped supports, above
C. Provide and pay for off-site storage and protection when site does not permit on-site storage or protection.

D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

### 1.06 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by naming a Manufacturer “or approved equal”, or with a provision for Substitution Request: Submit a request for substitution for any manufacturer not named.

D. Products Specified by "or approved equal" to a Listed Manufacturer: Products with same function and similar quality and features to listed manufacturer.

E. Products Specified by "Similar To" a Listed Manufacturer: Products with same function and similar quality and features to listed manufacturer.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)
SECTION 01 70 00
EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. This section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. General Installation of Products
2. Progress Cleaning
3. Starting and Adjusting
4. Protection of Installed Construction
5. Correction of the Work

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 EXAMINATION

A. Acceptance of Conditions: Start of work / installation indicates acceptance of existing conditions as not conflicting with the requirements of the Contract Documents or the design intent and being acceptable without any modification.

3.02 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.


3.03 INSTALLATION
A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.04 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.


2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Pre-Cover Cleaning: Remove construction debris and vacuum clean dirt and dust from concealed spaces that will be enclosed or inaccessible after completion of the work, including concealed spaces within walls, shafts, attics, and void spaces.

C. Site: Maintain Project site free of waste materials and debris.

D. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
E. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

F. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

G. 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.

3.05 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

C. Test each installed utility and piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer’s Field Service: Arrange for a factory-authorized service representative to inspect and repair any piece of equipment that does not function properly or cannot be made to operate as specified.

3.06 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.07 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

C. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION
PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Administrative and Procedural Requirements for the Contract Closeout.

1. Final Cleaning
2. Adjusting
3. Extra Stock
4. Project Record Documents
5. AHJ Approved Permit Drawing Set
6. Operation And Maintenance Data
7. Warranties
8. Spare Parts And Maintenance Materials
9. Punch List
10. Final Adjustment of Accounts

1.02 CLOSEOUT PROCEDURES

A. Comply with the General Conditions of the Contract.

1.03 FINAL CLEANING

A. Execute final cleaning prior to Substantial Completion review and during the period between Substantial and Final Completion where punch list work causes waste, rubbish or debris.

B. Clean surfaces exposed to view, remove temporary labels, stains and foreign substances. Follow manufacturer's recommendations for cleaning installed products.

C. Clean equipment and fixtures to sanitary condition.

D. Clean site; sweep paved areas, rake clean landscaped surfaces if they were impacted by the work of this Project.
E. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.04 ADJUSTING

A. Adjust operating products and equipment in accordance with manufacturer's recommendations and specification section to ensure smooth and unhindered operation.

1.05 EXTRA STOCK

A. Make arrangements with the Owner to deliver extra stock items.

B. Document receipt of extra stock by Owner's representative by listing each extra stock item and obtaining the signature of the Owner's representative for it. Include this document in Part 1 of the O and M Manual.

1.06 PROJECT RECORD DOCUMENTS

A. The Project Record Documents shall consist of the following:


B. Maintain on-site throughout the construction period, one set of the project record documents and record actual revisions to the work on these documents. Project record documents and recordings specified below may be kept in electronic format with on-site access and with off-site weekly backup.

1. Store Record Documents separate from documents used for construction.

2. Record information concurrent with construction progress.

3. Project Manual: Legibly mark, cloud and flag Project Manual changes and include a description of actual Products installed, including the following:

   a. Manufacturer's name and product model and number.

   b. Product substitutions or alternates utilized.

   c. Changes made by Addenda and Change Order.

4. Contract Drawings: Legibly mark, cloud and flag each item to record actual construction including:

   a. Measured location of internal utilities concealed in construction, referenced to visible and accessible features of the work.

   b. Field changes of dimensions and detail.
c. Details not on original Contract Drawings.

d. Transcribe Addenda to Project Record Documents.

e. Transcribe Change Orders to Project Record Documents.

C. Prior to contract closeout, prepare and deliver record documents to Owner as follows:

1. Project Record Drawings: One photocopy set of Drawings legibly marked in red ink to show revisions and changes made during construction and as-built conditions. Mark or stamp bottom of each sheet “As-Built Drawings, Name of Construction Company, Date”

   a. Digital Copy: Provide a digital copy of each sheet of the Project Record Drawings on a 4-1/2 inch compact disc or USB compatible flash/thumb drive in PDF format.

2. Project Record Manual: One copy of Project Manual (in good, clean condition) legibly marked with red ink to record construction changes and as-built conditions.

   a. Digital Copy: Provide a digital copy of each sheet of the Project Record Manual on a 4-1/2 inch compact disc or USB compatible flash drive in PDF format.

3. A copy of each addendum and each change order in three-ring binder(s) (match binders specified for Operations and Maintenance Data), 4-1/2 inch compact disc, or USB compatible flash drive in PDF format. Include the Field Authorizations and / or Change Order Proposals directly behind each Change Order. Insert a labeled, tabbed divider for each Addendum and Change Order. Label front cover and spine of binder as follows:

   Record Addendums and Change Orders

   Project Name – City of Tacoma

   Prepared by (Name of Contractor and Date)

1.07 AHJ APPROVED PERMIT DRAWING SET

A. Transmit the AHJ approved Permit Set of drawings to the Owner for their permanent record.

B. Maintain Permit Set of drawings in good, clean condition, protect from damage or marks.
1.08 OPERATION AND MAINTENANCE DATA

A. Submit three (3) sets, on 8-1/2 x 11 inch text pages, bound in black three ring binders and in also in PDF electronic format. Binders shall have heavy-duty durable vinyl covers, heavy duty metal D-rings with cover label on front and on spine. All binders shall be same manufacturer, size and color where more than one binder is required.

B. Prepare binder cover labels with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, year project completed, and volume number and subject matter of binder when multiple binders are required.

C. Internally subdivide the binder contents with permanent page dividers similar to Avery PI Series dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified. Type on 30 lb. white paper.

E. Part 1: Directory, listing names, addresses, and telephone numbers of Architect / Engineer, Contractor, Subcontractors, and major equipment suppliers. Name and signature of Owner's representatives instructed in operation of equipment. Extra parts listing with signature of Owner's representative acknowledging receipt.

F. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category identify names, addresses and telephone numbers of Subcontractors and suppliers. Identify the following:

1. Significant design criteria.
2. List of equipment.
3. Parts list for each component.
4. Operating instructions.
5. Maintenance instructions for equipment and systems.
6. Maintenance instructions for special finishes, including recommended cleaning methods and materials and any special precautions.

G. Part 3: Project documents and certificates, including the following:

1. Shop drawings and product data.
2. Certificates required by specification sections.
H. Submit one (1) draft copy of completed volumes in final form prior to Substantial Completion for review by Owner. These copies will be returned to Contractor with Owner comments. Revise content of documents as required by Owner comments.

I. Submit three (3) sets of the final revised volumes no later than the Substantial Completion date.

1.09 WARRANTIES

A. Execute and assemble warranty documents from Subcontractors, suppliers, and manufacturers.

B. Provide Table of Contents and assemble in one, three ring binder with durable plastic cover matching the binders provided for operation and maintenance data.

C. Submit at same time as operation and maintenance manuals.

D. For items of Work delayed beyond date of Project Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period for those items.

1.10 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.

B. Deliver to project site and place in location as directed. Obtain receipt signed by Owner's representative prior to final payment and include receipts in Part 1 of Operation and Maintenance binders.

1.11 PUNCH LIST

A. Upon completion of the Work, the Contractor shall walk-through each room / area of the Project and prepare a punch list of each item of work that is not completed or does not conform to the requirements of the Contract Documents.

B. After completion of the punch list by the Contractor, provide written notice that the Work has been substantially completed and schedule a room by room punch list walk-through with the Architect and Owner to review the finished work and Contractor’s punch list items.

1. Any additional items of uncompleted or unacceptable work that are found during this walk-through shall be added onto the Punch List for completion / correction.
PART 2 - PRODUCTS Not Used
PART 3 - EXECUTION Not Used

END OF SECTION
# TECHNICAL SPECIFICATIONS

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. In general, work of this section includes, but is not limited to the following:
   1. Protecting existing trees and vegetation to remain.
   2. Protecting existing pavement and concrete slabs.
   3. Disconnecting, demolition, and capping existing utilities.
   4. Potholing existing utilities at points of connection identified on plans.
   5. Protect existing utilities to remain.

B. Related Sections:
   1. Division 31 Section 312513 “Erosion Control” for temporary erosion control measures and requirements of the National Pollutant Discharge Elimination System (NPDES) under the Washington State Department of Ecology’s (DOE) Construction Stormwater General Permit.

1.3 DEFINITIONS

A. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Utilities: Underground pipes, vaults, conduits, ducts, and cables, as well as underground services within buildings.

D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.

E. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.

F. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.
G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other manmade stationary features constructed above or below ground surface.

1.4 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain Owner’s property, cleared materials shall become Contractor’s property and shall be removed from Project site.

1.5 SUBMITTALS

A. Submit under provisions of the Contract.

B. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
   1. Use sufficiently detailed photographs or video.
   2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

C. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

A. Maintain at least one copy of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, 2021 edition, and project plans and specifications onsite.

B. Field inspection and testing will be performed under provisions of the Contract and Form 36 for general requirements.

C. Field inspection of Erosion Sediment Control measures will be performed by the Contractor, as required by City of Tacoma and Department of Ecology permits.

D. Tests and analysis of aggregate material will be performed in accordance with ANSI/ASTM D1557, ASTM D2922, ASTM D3017, ASTM D4318, and ASTM C136, as applicable.

E. If tests indicate materials do not meet specified requirements, change material and retest or obtain written approval of the Engineer. Costs associated with the retesting of materials will be the responsibility of the Contractor.

1.7 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

3. Maintain emergency vehicle access to existing building throughout entire duration of construction, as noted on the Drawings.

B. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner’s premises.

C. Utility Locator Service: Contractor shall utilize a utility locate service and shall notify affected utility companies before starting work. Contractor shall comply with all of said utility companies’ requirements.

D. The locations of existing underground utilities are approximate only and have not been independently verified by the Owner or the Owner’s Representative. The Contractor shall determine the exact locations of all existing utilities before commencing work. All damages that happen due to the Contractor’s failure to locate exactly and preserve all underground utilities that are designated to remain shall be repaired at Contractor’s own expense.

E. Onsite soils are susceptible to erosion and therefore cause colloidal suspension in stormwater. See Division 31 Section 312513 “Erosion Control” for additional information.

1.8 REGULATORY REQUIREMENTS

A. Conform to all requirements of the DOE Construction Stormwater General Permit. See Division 31 Section 312513 “Erosion Control” for additional information.

B. Conform to applicable agency code for dust control, runoff control, and disposal of the demolished material.

C. Obtain, post, and pay for required permits from authorities according to provisions of the Contract, including General and Supplemental Conditions and Division 01 Specification Sections.

D. Notify affected utility companies before starting work and comply with their requirements.

E. Do not close or obstruct roadways, sidewalks, or hydrants without appropriate permits or written authorization. Maintain emergency access as required by the local jurisdiction.

F. Conform to OSHA (Occupational Safety and Health Act) requirements.

G. Conform to WISHA (Washington State Industrial Safety and Health Act) requirements.

H. Conform to applicable regulatory procedures when discovering hazardous or contaminated materials, or when uncovering buried tanks.

I. Pay all related disposal fees and charges and conform to all regulations for materials disposed offsite, including asbestos-lined cement water main, asbestos-containing building materials, storage tanks, tires, appliances, and any environmentally hazardous substances.

J. Conform to Department of Ecology (DOE) and Environmental Protection Agency (EPA) requirements for removal and disposal of all hazardous substances, including asbestos-lined
water pipe, asbestos-containing building materials, storage tanks, tires, arsenic, and any environmentally hazardous substances.

1.9 COORDINATION
A. Coordinate work under provisions of the Contract and Form 36 for other general requirements.

1.10 INTENT
A. It is the intent of this Specification that the Contractor provide the Work defined herein complete in every respect, and in accordance with good practices involved in the clearing and demolition of site improvements above and below surface grade, and the requirements of this Specification, regardless of whether or not full details of such completeness, workmanship, or practices are contained herein.

B. It is the intent of the Work under this contract to conduct all demolition necessary to complete all of the Work of this project.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 PREPARATION
A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Verify that clearing limits are identified and consistent with proposed improvements. Notify Engineer if they are not consistent.

C. Mark location of utilities to be removed or relocated.

D. Locate and clearly identify trees, shrubs, and other vegetation to remain.

E. Protect existing site improvements to remain from damage during construction.

   1. Restore damaged improvements to their original condition, as acceptable to Owner.

F. Schedule and conduct pre-work conference with Owner, Engineer, City of Tacoma, and Utility Company representative.

G. Protect existing site improvements to remain from damage during construction.

H. Restore damaged improvements to their original condition, as acceptable to Owner.

I. Provide, erect, relocate, and maintain temporary barriers and security devices as required by the Contract for other general requirements. Facilities shall conform to Manual of Uniform Traffic Control Devices (MUTCD) and WSDOT.

J. Restrict site access to the designated construction entrance and as authorized by Owner.
K. Conform to construction sequence as indicated on the plans.

L. Provide neat sawcut at meet line with adjacent concrete or asphalt pavement to remain.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion and sedimentation control measures according to requirements in Division 31 Section 312513 “Erosion Control” to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to Drawings and requirements of authorities having jurisdiction.

B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

C. Inspect, maintain, and repair erosion and sedimentation control measures during construction until permanent vegetation has been established.

D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TEMPORARY TREE AND PLANT PROTECTION

A. General: Protect trees and plants remaining onsite according to requirements in Division 01.

3.4 EXISTING UTILITIES

A. Execution: Verify that the limits of clearing and demolition are defined. Mark location of utilities. Clearly and separately identify the location of utilities near the demolition area that are not to be demolished. Conduct demolition activities to avoid interrupting services to utilities that remain.

B. Contractor shall arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing.

1. Verify that utilities have been disconnected and capped before proceeding with site clearing.

2. Coordinate and pay for any utility provider fees associated with disconnecting services.

C. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place. Demolished materials shall be removed and disposed of offsite by the Contractor at an approved disposal area.

D. Locate, identify, and disconnect utilities indicated to be abandoned in place.

E. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer not less than 2 days in advance of proposed utility interruptions.

2. Do not proceed with utility interruptions without Engineer’s written permission.

F. Contractor shall provide coordination with all serving utility agencies.
G. Contractor shall not damage existing utilities to remain and shall include in the Base Bid all costs to clean and repair any disturbed utility to remain.

H. If workers enter any trench or other excavation 4 feet or more in depth that does not meet the open pit requirements of WSDOT Specification 2-09.3(3)b, it shall be shored and cribbed. All trench safety systems shall meet the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW.

3.5 CLEARING AND GRUBBING
A. Protect all existing trees, shrubs, and other vegetation on the project site. There shall be no clearing, grubbing, or disturbance to the ground.

3.6 DEMOLITION REQUIREMENTS
A. Conduct demolition to minimize interference with adjacent improvements.
B. Conduct operations with minimum interference to public or private accesses. Maintain protected egress and access at all times.
C. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon, or limit access to their property.
D. Sprinkle work with water to minimize dust. Provide hoses, hydrant meters, backflow prevention, and water connections for this purpose per requirements of the jurisdiction.
E. Remove demolition debris from site and haul to an approved disposal location.
F. Burial or burning of material to be removed is not permitted onsite. Maintain site in clean condition.
G. Blasting is not allowed.
H. Pay all related disposal fees and charges for materials disposed of offsite, including asbestos-containing materials if applicable, appliances, and misc. debris.

3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS
A. Remove demolished materials and waste materials including trash and debris, and legally dispose of them off Owner’s property.
B. Separate recyclable materials produced during building demolition from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.
C. Conform to requirements of the Contract for other general requirements.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. In general, work of this Section includes, but is not limited to, the following:

1. Conform to all requirements of the Construction Stormwater Pollution Prevention Plan (CSWPPP).

2. Provide Certified Erosion and Sediment Control Lead (CESCL).

3. Provide and maintain temporary erosion control measures as indicated on the Drawings and as required by Washington State Department of Ecology (DOE) and the City of Tacoma.

4. Provide and maintain additional temporary erosion control measures, at no additional cost to the Owner, as may become necessary due to weather or environmental conditions.

5. Prevent pollution or excess turbidity in State waters.

6. Removal of temporary erosion control measures after completion of project.

B. Related Sections

1. The Contract for temporary utilities, temporary construction and support facilities, temporary security and protection facilities, and environmental protection measures during site operations.

2. Division 31 Section 311000 “Site Clearing and Site Demolition.”

1.3 DEFINITIONS

A. CSWPPP: Construction Stormwater Pollution Prevention Plan.

B. CESCL: Certified Erosion and Sediment Control Lead.

C. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

D. Utilities: On-site and off-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.
E. Wet Weather: Between dates of October 1 and April 30.

F. ESC: Erosion and Sediment Control.

1.4 REFERENCE STANDARDS

A. WSDOT Specification: Standard Specifications for Road, Bridge and Municipal Construction, prepared jointly by the Washington State Department of Transportation, and the American Public Works Association, Washington State Chapter, 2021 edition. All references to measurement and payment shall be deleted from consideration, and terms agreed to in the contract substituted therefore.

B. Conform to OSHA (Occupational Safety and Health Act) requirements.

C. Conform to WISHA (Washington State Industrial Safety and Health Act) for trench safety.

D. A CSWPPP is included in the Contract Documents.

1.5 MATERIALS OWNERSHIP

A. Except for materials indicated to be stockpiled or to remain Owner’s property, cleared materials shall become Contractor’s property and shall be removed from the site.

1.6 SUBMITTALS

A. Submit under provisions of the Contract and as further provided.

B. Submit proof of certification for the CESCL.

C. Submit copies of CESCL field reports, ESC Maintenance Reports, and stormwater sampling reports to Owner and Engineer within 24 hours of each inspection.

D. Certification

1. Provide a letter, signed by the supplier and reviewed and also signed by an officer of the General Contractor’s company, certifying that the following products to be incorporated into the work meet the requirements specified.

2. Products
   a. Silt Fence.
   b. Catch Basin Inlet Protection.
   c. Straw Wattles

E. CSWPPP: Contractor shall provide a site specific CSWPPP. A CSWPPP has been prepared and is included in the Contract Documents. Contractor’s CSWPPP shall meet the minimum requirements of the City of Tacoma.

F. Additional Measures:

1. Provide submittals in compliance with the Contract additional measures that are necessary to prevent stormwater discharge from the site in compliance with the Contract Documents, City of Tacoma, and DOE requirements. These measures include but are not limited to wheel washing station, Baker Tanks, electro-coagulation systems and filtration systems.
2. Contractor shall plan for and expect the use of temporary pumps, piping, generators, and appurtenances to control drainage and direct drainage to erosion and sediment control facilities.

1.7 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during construction operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

B. The Contractor shall utilize a utility locate service and shall notify affected utility companies before starting work and comply with all their requirements. The Contractor shall conform to applicable regulatory procedures when discovering hazardous or contaminated materials.

C. The locations of existing underground utilities are approximate only and have not been independently verified by the Owner or its representative. The Contractor shall determine the exact location of all existing utilities before commencing work and shall be fully responsible for any and all damages that happen due to the Contractor's failure to locate exactly and preserve all underground utilities that are designated to remain.

D. The contractor shall include in bid the maintenance and addition of erosion control measures as needed to comply with City of Tacoma requirements.

1.8 QUALITY ASSURANCE

A. Maintain a copy of the NPDES Construction Stormwater General Permit (if required) and CSWPPP on the project site.

B. Maintain at least one copy of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2021 edition, and project plans and specifications on-site.

C. Field inspection and testing will be performed under provisions of the Contract.

D. Tests and analysis of aggregate material will be performed in accordance with ANSI/ASTM D1557, ASTM D2922, ASTM D3017, ASTM D4318, and ASTM C136, as applicable.

E. If tests indicate materials do not meet specified requirements, change material and retest or obtain written approval of the Engineer. Costs associated with the retesting of materials will be the responsibility of the Contractor.

F. The Contractor shall provide and designate a Certified Erosion and Sedimentation Control Lead (CESCL) who shall be responsible for monitoring the installation, performance, maintenance, and review of ESC measures, and for compliance with all permit conditions. The CESCL shall be designated prior to commencement of work on the site.

1. CESCL shall have completed the training and certification requirements of BMP C160 of the Washington State DOE Stormwater Management Manual for Western Washington.
2. CESCL shall maintain a site logbook.

G. CESCL responsibilities include:

1. Be onsite or available on-call during the project duration.
2. Implement the TESC and the CSWPPP.
3. Oversee maintenance practices identified on the plans for the erosion control measures.
4. Conduct or provide for inspection and monitoring activities.
5. Identify other potential pollution sources and make sure they are mitigated.
6. Identify deficiencies in the TESC measures and make sure they are corrected.
7. The responsibilities listed at BMP C160.

1.9 REGULATORY REQUIREMENTS

A. Conform to all requirements of the CSWPPP. Contractor is responsible for agency fees/penalties associated with non-compliance. Contractor and their CESCL shall be responsible for maintaining all required records in regard to the following:

1. Construction activities.
2. Inspections.
3. Stabilization measures.

B. Contractor is responsible for complying with permit and responsible for fees/penalties associated with non-compliance.

C. Conform to applicable agency code for dust control and runoff control.

D. Obtain, post, and pay for required permits from authorities according to provisions of the Contract, including General and Supplemental Conditions and Division 01 Specification Sections.

E. Proposed erosion control facilities are minimum requirements for anticipated site conditions. During the construction period, the erosion control facilities shall be maintained and/or modified as needed and at no cost to the Owner to comply with City of Tacoma erosion control policies, and as directed by Owner.

1.10 COORDINATION

A. Coordinate work under provisions of the Contract.

B. Erosion control measures shall be maintained, coordinated, adjusted, and added to address changes in site conditions and construction phases at no additional cost to the Owner.
1.11 INTENT

A. It is the intent of this Specification that the Contractor provide the Work defined herein complete in every respect, and in accordance with the good practices involved in the installation of erosion control facilities, including modifying facilities as needed for storm events and changing site conditions, and the requirements of this Specification, regardless of whether or not full details of such completeness, workmanship, or practices are contained herein.

PART 2 PRODUCTS

2.1 EROSION AND SEDIMENT CONTROL MATERIALS

A. Silt Fence: Conform to detail on Drawings. Geotextile fabric shall meet the following standards:

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Polymeric Mesh AOS (ASTM D4751)</td>
<td>0.60 mm maximum for slit film wovens (#30 sieve).</td>
</tr>
<tr>
<td></td>
<td>0.30 mm maximum for all other geotextile types</td>
</tr>
<tr>
<td></td>
<td>(#50 sieve).</td>
</tr>
<tr>
<td></td>
<td>0.15 mm minimum for all fabric types (#100 sieve).</td>
</tr>
<tr>
<td>Water Permittivity (ASTM D4491)</td>
<td>0.02 sec(^{-1}) minimum</td>
</tr>
<tr>
<td>Grab Tensile Strength (ASTM D4632)</td>
<td>100 lbs minimum for standard strength fabric.</td>
</tr>
<tr>
<td>Grab Tensile Strength (ASTM D4632)</td>
<td>30% maximum</td>
</tr>
<tr>
<td>Ultraviolet Resistance (ASTM D4355)</td>
<td>70% minimum</td>
</tr>
</tbody>
</table>

B. Catch Basin Inlet Protection: Conform to detail on Drawings.

C. Straw Wattles: Conform to detail on Drawings.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that site conditions are satisfactory to receive the work of this Section. Do not begin the work of this Section until unsatisfactory conditions are corrected. Beginning the work of this Section constitutes the Contractor’s acceptance of site conditions as satisfactory.

B. CESCL shall be responsible for ESC measures. The CESCL shall be designated prior to commencement of work on-site.

3.2 INSTALLATION AND CONDUCT OF WORK

A. Complete and receive approval of the site specific CSWPPP.

B. Install temporary erosion control measures as indicated on the Drawings, or as directed by the Owner’s Representative or the City of Tacoma Inspector prior to beginning building demolition work.

C. Install erosion control measures to minimize impacts to the existing site conditions and to allow proper performance.
D. Erosion and sediment control measures shall be in place and functional as identified in the Contract Documents and as necessary to prevent stormwater pollution at all times.

E. Provide and maintain additional temporary erosion control measures at no additional cost to the Owner as necessary due to weather or environmental conditions and to comply with governing agency and permitting requirements.

F. Contractor shall, prior to any work being performed on the site, post a weatherproof sign at the site perimeter that provides the CESCL name, phone and fax numbers, and address information. Sign and text must be of sufficient size that the information can be easily read from a distance of 10 feet, as determined by the Owner. Sign placement location shall be approved by the Engineer.

G. Contractor shall conform to requirements of the site specific CSWPPP.

3.3 MAINTENANCE AND INSPECTION

A. Temporary erosion control measures shall be maintained as required to achieve proper performance, as indicated in the Contract Documents, and required by the Owner's Representative, permit agency, and as required by the DOE.

B. Use care during maintenance of erosion control facilities so as not to discharge collected sediment into the protected area.

C. The Contractor shall provide and designate a Certified Erosion and Sedimentation Control Lead (CESCL) who shall be responsible for monitoring the installation, performance, maintenance, and review of ESC measures, and for compliance with all permit conditions. The CESCL shall be designated prior to commencement of work on the site.

D. CESCL shall maintain a site logbook.

E. CESCL shall inspect erosion control measures at least once every calendar week and within 24 hours of any discharge from the site. Inspections shall commence when clearing work begins and continue until site work is substantially complete and permitting jurisdiction has accepted project as complete.

F. Contractor shall provide a contact phone number, fax number, and address where the CESCL can be contacted.

G. CESCL responsibilities include:
   1. Be on-site or available on-call during the project duration.
   2. Implement the TESC and the CSWPPP.
   3. Oversee maintenance practices identified on the plans for the erosion control measures.
   4. Conduct or provide for inspection and monitoring activities.
   5. Identify other potential pollution sources and make sure they are mitigated.
   6. Identify deficiencies in the TESC measures and make sure they are corrected.
3.4 REMOVAL

A. When approved by the City of Tacoma Inspector and the Owner, remove temporary facilities when the need for the facilities no longer exists.

B. Clean sediment and/or pollutants from facilities that are to remain.

3.5 CLEAN-UP

A. Upon completion of the work of this Section, remove all rubbish, trash, and debris resulting from operations.

B. Remove materials, equipment, and tools; leave the site in a neat and orderly condition acceptable to the Owner’s Representative.

C. At the completion of the building demolition and after the work area has been cleaned, the contractor shall remove all temporary erosion control mechanisms and facilities.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Cold milling of existing hot-mix asphalt pavement.
   3. Hot-Mix Asphalt “HMA” Paving.

B. Related Sections:
   1. Division 31 Section 311000 “Site Clearing and Site Demolition” for demolition, removal, and recycling of existing asphalt pavements.

1.3 DEFINITION

A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

1.4 REFERENCE STANDARDS

A. Washington State Department of Transportation (WSDOT) Specification: Standard Specifications for Road, Bridge and Municipal Construction, prepared jointly by the Washington State Department of Transportation, and the American public Works Association, Washington State Chapter, 2021 edition. All references to measurement and payment shall be deleted from consideration; and terms agreed to in the contract substituted therefore.

B. WSDOT Standard Plan Standard Plans for Road and Bridge Construction, prepared by Washington State Department of Transportation, current issue in effect at bid date.


1.5 SUBMITTALS

A. Submit under provisions of the Contract, and as further provided.
B. Certification: Provide a letter, signed by the supplier and reviewed and also signed by an officer of the General Contractor's company, certifying that all products to be incorporated into the work meet the requirements specified.

1. Hot-Mix Asphalt “HMA” Class 1/2 Inch.

C. Shop Drawings: Indicate pavement marking colors, lane separations, and defined parking spaces. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.

D. Material Certificates: For each paving material, from manufacturer.

E. Material Test Reports: For each paving material.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by WSDOT.

B. Installer Qualifications:

1. Imprinted-asphalt manufacturer’s authorized installer who is trained and approved for installation of imprinted asphalt required for this Project.

C. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.

D. Regulatory Requirements:

1. Comply with materials, workmanship, and other applicable requirements of WSDOT for asphalt paving work.
   a. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.
   b. Comply with City of Tacoma requirements for all work within the public rights-of-way.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:

1. Asphalt Base Course: Minimum surface temperature at time of placement shall comply with WSDOT Specification 5-04.3(1).

2. Asphalt Surface Course: Minimum surface temperature at time of placement shall comply with WSDOT Specification 5-04.3(1).

B. Existing Paving and Surfacing: Contractor shall take care in protecting pavement and walks intended to remain. The contractor shall replace any existing asphalt pavement sidewalks or concrete curbs that are damaged at their own expense.
PART 2 PRODUCTS

2.1 AGGREGATES

A. General: Use materials and gradations that have performed satisfactorily in previous installations.


C. Fine Aggregate: ASTM D 1073, sharp edge natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combination thereof. Conform to WSDOT Specification 9-08.8.

1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.

D. Media Filler: AASHTO M 17, rock or slag dust, hydraulic cement, or other inert material.

2.2 MATERIALS


PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that subgrade is dry and in suitable condition to begin paving.

B. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

3.3 HOT-MIX ASPHALT “HMA” PLACING

A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.

B. Conform to construction requirements, WSDOT Specification 5-04.3.

C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.
3.4 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F.

2. Average Density: 92 percent of reference laboratory density according to AASHTO T 209, but not less than 90 percent nor greater than 96 percent.

B. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

C. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

D. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

E. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

F. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

G. Conform to construction requirements of WSDOT Specification 5-04.3.

3.5 INSTALLATION TOLERANCES

A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/2 inch.

2. Surface Course: Plus 1/4 inch, no minus.

3.6 PROTECTION

A. Protect unfinished Work from any disturbance.

B. Protect existing benchmarks and survey monuments from damage during construction.

3.7 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

SITE 8 BUILDING DEMOLITION
B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.

C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979.
   1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.

E. Sweep and clean pavement surface to eliminate loose material and dust.

3.8 DISPOSAL

A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an approved landfill.
   1. Do not allow materials to accumulate on-site.

END OF SECTION
PLANS
COMMUNITY GARDEN CONTRACTOR STAGING AREA

1. DEMOLITION: It is the intent of the work under this contract to include the demolition of all existing buildings, utilities, and other improvements shown on this plan. The contractor shall ensure that all necessary demolition work is completed in a manner that preserves all required utilities and connections. The contractor shall coordinate with all necessary parties to ensure a smooth demolition process.

2. CLEARING: It is the intent of the work under this contract to conduct all clearing necessary to complete all work of this project. The contractor shall coordinate with all necessary parties to ensure that all clearing work is completed in a manner that preserves all required utilities and connections.

3. CONTRACTOR SHALL LEGALLY DISPOSE OF THE OWNER'S PROPERTY, ALL DEMOLISHED AND REMOVED MATERIALS, UNLESS INDICATED OTHERWISE.

4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR FOR ENSURING THAT ALL UTILITIES HAVE BEEN DISCONNECTED PRIOR TO COMMENCING DEMOLITION. CONTRACTOR SHALL COORDINATE UTILITY DEMOLITION.

5. COORDINATE POWER DEMOLITION WITH UTILITY PURVEYOR. CONTRACTOR TO ENSURE THAT DEMOLITION OF LINES WILL NOT COMPROMISE POWER TO OTHER AREAS.

6. ANY ABANDONED SIDE SEWER(S) SHALL BE PLUGGED OR CAPPED AS SHOWN.

7. UTILITIES TO BE ABANDONED SHALL BE CAPPED. CONTRACTOR SHALL AS-BUILT LOCATION.

8. ALL MONUMENTS DISTURBED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPLACED PER WAC 332-120 AT NO ADDITIONAL COST TO THE OWNER. CONTRACTOR SHALL ENSURE THAT ALL MONUMENTS ARE REPLACED IN ACCORDANCE WITH WAC 332-120.

9. CONTRACTOR SHALL ENSURE THAT ADEQUATE FIRE PROTECTION ACCESS IS PROVIDED TO SITE AND EXISTING STRUCTURES TO REMAIN.

10. CONTRACTOR SHALL MINIMIZE DUST GENERATION ONSITE BY SPRINKLING THE SITE. SEE BMP C140.
NOTES:

1. FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC DO NOT DRIVE OVER OR FILL OVER FILTER FABRIC FENCE.

2. DO NOT INSTALL BELOW AN OUTLET PIPE OR WEIR.

3. INSTALL WATTLE PERPENDICULAR TO FLOW ALONG CONTOURS.

4. INSTALL WATTLE ALONG CONTOURS. INSTALLATION SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATION 9-14.5(5).

5. SECURELY KNOT EACH END OF WATTLE. OVERLAP ADJACENT WATTLE ENDS 12".

6. WATTLES SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATION 9-01.3(15).

7. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED.

8. THE STORMWATER DISCHARGES FROM A CONSTRUCTION SITE MAY BE NECESSARY ON A CASE-BY-CASE BASIS TO ENSURE COMPLIANCE WITH STANDARDS. ECOLOGY OR THE CITY WILL ESTABLISH THESE REQUIREMENTS.

9. THE CESCL, CPESC, OR ESC LEAD MUST BE KNOWLEDGEABLE IN THE PRINCIPLES AND PRACTICES OF EROSION AND SEDIMENT CONTROL AND HAVE THE SKILLS TO ASSESS:

   a. AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A CATCH BASIN SEDIMENT TRAP.

   b. AND WITHIN 24 HOURS OF ANY DISCHARGE FROM THE SITE. (INDIVIDUAL DISCHARGE EVENTS THAT LAST MORE THAN ONE DAY DO NOT REQUIRE DAILY INSPECTIONS). THE CESCL OR INSPECTOR MAY REQUIRE THE CONTRACTOR TO INCREASE THE INSPECTION FREQUENCY.

   c. TAX DRAINAGE FROM A CONSTRUCTION SITE TO OBTAIN THE EFFECTIVENESS OF BMPS TO DETERMINE IF IT IS NECESSARY TO INSTALL, MAINTAIN, OR REPAIR BMPS.

   d. REFER TO THE CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN FOR ADDITIONAL REQUIREMENTS.

   e. THE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL CONSIST OF THE CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN AND THE CONSTRUCTION STORMWATER ORDERS AND DEPARTMENTAL DIRECTIVES, TO DETERMINE THE MOST EFFECTIVE AND ECONOMICAL MEASURES AS REQUIRED TO COMPLY WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS.

   f. REFER TO THE CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN FOR ADDITIONAL REQUIREMENTS.

   g. THE CONTRACTOR SHALL BE REQUIRED TO CALL 1-800-424-5555 OR "811" A MINIMUM OF TWO WORKING DAYS PRIOR TO, OR AS THE FIRST STAGE OF SITE PREPARATION.

   h. USE ALL AVAILABLE MEASURES TO MINIMIZE THE EFFECTS OF CONSTRUCTION ACTIVITIES AND TO PROVIDE ADDITIONAL FACILITIES, OVER AND ABOVE THE MINIMUM REQUIREMENTS TO MEET ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND CLEARING AND/OR CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR ON-SITE EROSION HAS PASSED. THE CONTRACTOR SHALL CLEARLY FLAGGED IN THE FIELD AND OBSERVED DURING CONSTRUCTION.

   i. DOCUMENTING BMP IMPLEMENTATION AND MAINTENANCE IN THE SITE LOG BOOK. (REQUIRED FOR SITES LARGER THAN 1 ACRE BUT RECOMMENDED FOR ALL SITES). SAMPLING AND ANALYSIS OF WATER QUALITY MAY BE REQUIRED TO ENSURE COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS.

   j. ALL LIMITS OF CLEARING AND AREAS OF VEGETATION PRESERVATION AS PRESCRIBED ON THESE PLANS SHALL CLEARLY BE FLAGGED IN THE FIELD AND OBSERVED DURING CONSTRUCTION. IN THE EVENT THAT NEW CONDITIONS OCCUR THAT WERE NOT PREVIOUSLY IDENTIFIED, THE CONTRACTOR SHALL CORRECT ANY NEW CONDITIONS THAT MAY BE CREATED BY CONSTRUCTION RELATED ACTIVITIES AND TO PROVIDE ADDITIONAL FACILITIES, OVER AND ABOVE THE MINIMUM REQUIREMENTS TO MEET ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND CLEARING AND/OR CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR ON-SITE EROSION HAS PASSED. THE CONTRACTOR SHALL CLEARLY FLAGGED IN THE FIELD AND OBSERVED DURING CONSTRUCTION.

   k. ANY CONSTRUCTION ACTIVITIES.

   l. ALL LIMITS OF CLEARING AND AREAS OF VEGETATION PRESERVATION AS PRESCRIBED ON THESE PLANS SHALL CLEARLY BE FLAGGED IN THE FIELD AND OBSERVED DURING CONSTRUCTION. IN THE EVENT THAT NEW CONDITIONS OCCUR THAT WERE NOT PREVIOUSLY IDENTIFIED, THE CONTRACTOR SHALL CORRECT ANY NEW CONDITIONS THAT MAY BE CREATED BY CONSTRUCTION RELATED ACTIVITIES AND TO PROVIDE ADDITIONAL FACILITIES, OVER AND ABOVE THE MINIMUM REQUIREMENTS TO MEET ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND CLEARING AND/OR CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR ON-SITE EROSION HAS PASSED. THE CONTRACTOR SHALL CLEARLY FLAGGED IN THE FIELD AND OBSERVED DURING CONSTRUCTION.

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   n. ALL LIMITS OF CLEARING AND AREAS OF VEGETATION PRESERVATION AS PRESCRIBED ON THESE PLANS SHALL CLEARLY BE FLAGGED IN THE FIELD AND OBSERVED DURING CONSTRUCTION. IN THE EVENT THAT NEW CONDITIONS OCCUR THAT WERE NOT PREVIOUSLY IDENTIFIED, THE CONTRACTOR SHALL CORRECT ANY NEW CONDITIONS THAT MAY BE CREATED BY CONSTRUCTION RELATED ACTIVITIES AND TO PROVIDE ADDITIONAL FACILITIES, OVER AND ABOVE THE MINIMUM REQUIREMENTS TO MEET ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND CLEARING AND/OR CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR ON-SITE EROSION HAS PASSED. THE CONTRACTOR SHALL CLEARLY FLAGGED IN THE FIELD AND OBSERVED DURING CONSTRUCTION.

   o. ANY CONSTRUCTION ACTIVITIES.
REPORTS

- SSP & CSWPP
- LIMITED HAZARDOUS MATERIALS SURVEY REPORT (INTERIOR), DATED SEPTEMBER 30, 2022
Combined Stormwater Site Plan (SSP) and Construction
Stormwater Pollution Prevention Plan Report Short Form

Site 8 Building Demolition

Prepared For
DEMO22-XXXX

Project Location
1131 Dock St, Tacoma, WA 98402
Parcel: 8950001972

Stormwater Site Plan Prepared By

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization</th>
<th>Contact Telephone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jason Hein</td>
<td>AHBL, Inc.</td>
<td>253-383-2422</td>
<td><a href="mailto:jhein@ahbl.com">jhein@ahbl.com</a></td>
</tr>
</tbody>
</table>

Date Prepared
June 2023

5/31/2023
1. Project Information
   A. Project Contacts

See Title Page for Stormwater Site Plan Development Team

B. Property Owner

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization</th>
<th>Mailing Address</th>
<th>Contact Telephone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Tacoma</td>
<td>City of Tacoma</td>
<td>(Insert Address)</td>
<td>(Insert Phone Number)</td>
<td>(Insert Email Address)</td>
</tr>
</tbody>
</table>

C. Applicant (if different than Property Owner)

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization</th>
<th>Mailing Address</th>
<th>Contact Telephone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephanie Mehr Hickson</td>
<td>City of Tacoma</td>
<td>(Insert Address)</td>
<td>(Insert Phone Number)</td>
<td>(Insert Email Address)</td>
</tr>
</tbody>
</table>

D. Associated Permits
   i) Associated City of Tacoma Permit Number(s)
      
      DEMO 22-XXXX
   
   ii) Other Federal, State, or Local Associated Permit Types and Numbers

      State Environmental Policy Ace (SEPA)

E. Vesting
   i) City of Tacoma Stormwater Management Manual Edition Used

      2021 Stormwater Management Manual (SWMM)
2. Project Overview

A. Provide a brief description of the proposed project.
Demolition of the existing building located at 1129 Dock Street within the City of Tacoma. The building slab shall be left in place and all existing utilities shall be capped at the property line.
3. Existing Project Site Conditions

A. Answer the following questions, provide additional description, and provide figures (if necessary) to describe the existing site conditions.

i) Describe in one or two sentences the existing project site use:
   Half of the existing project site is the Foss Marina Parking Lot; the other half of the lot has a 13,660 s.f. building which has been vacant and unused for several years.

ii) Describe in words or show on a figure the stormwater runoff patterns (natural and artificial) and the points where stormwater enters and exits the project site.

   Stormwater sheet flows from the north and east roof areas to the surrounding landscaped areas around the building. Stormwater from the west side of the building is collected via the roof downspout system and conveyed to the public stormwater system located in Dock Street.

iii) Answer the following questions to help describe the existing site conditions. If Answer is Yes, include an associated figure(s) that shows location. Answers must be based upon site reconnaissance and readily available mapping data. See SWMM – Volume 2, Chapter 3 for resources.

<table>
<thead>
<tr>
<th>Questions</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are groundwater protection areas located on the project site or within 500 feet of the project site?</td>
<td>☐ Yes ☒ No ☐ Unknown</td>
</tr>
<tr>
<td>Are wetlands and/or their buffers located on the project site or within 500 feet of the project site?</td>
<td>☐ Yes ☒ No ☐ Unknown</td>
</tr>
<tr>
<td>Are steep slopes located on the project site or within 500 feet of the project site?</td>
<td>☒ Yes ☐ No ☐ Unknown</td>
</tr>
<tr>
<td>Are floodplains located on the project site or within 500 feet of the project site?</td>
<td>☐ Yes ☒ No ☐ Unknown</td>
</tr>
<tr>
<td>Are streams located on the project site or within 500 feet of the project site?</td>
<td>☒ Yes ☐ No ☐ Unknown</td>
</tr>
<tr>
<td>Are creeks located on the project site or within 500 feet of the project site?</td>
<td>☐ Yes ☒ No ☐ Unknown</td>
</tr>
<tr>
<td>Question</td>
<td>Yes</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Are ravines located on the project site or within 500 feet of the project site?</td>
<td>☒</td>
</tr>
<tr>
<td>Are springs located on the project site or within 500 feet of the project site?</td>
<td>☒</td>
</tr>
<tr>
<td>Are any other sensitive areas or critical areas located on the project site or within 500 feet of the project site?</td>
<td>☐</td>
</tr>
<tr>
<td>Are any structures located on the project site?</td>
<td>☐</td>
</tr>
<tr>
<td>Are any fuel tanks or other storage tanks (above or below-ground) located on the project site?</td>
<td>☐</td>
</tr>
<tr>
<td>Are any groundwater wells located on the project site or within 100 feet of the project site?</td>
<td>☐</td>
</tr>
<tr>
<td>Are any septic systems located on the project site or within 100 feet of the project site?</td>
<td>☐</td>
</tr>
<tr>
<td>Are any Superfund sites located on the project site or within 100 feet of the project site?</td>
<td>☐</td>
</tr>
<tr>
<td>Are any Flood Hazard Areas located on the project site or within 100 feet of the project site?</td>
<td>☐</td>
</tr>
<tr>
<td>Is the project located in the South Tacoma Groundwater Protection District?</td>
<td>☐</td>
</tr>
<tr>
<td>Are any public or private easements located on the project site?</td>
<td>☐</td>
</tr>
</tbody>
</table>
B. Existing Project Site Condition Basin Map

i. Provide an existing conditions basin map

Provide a current aerial of the project site to show the existing site conditions. Aerial image must show the extent of existing hard surface areas, vegetation areas, pasture areas, and lawn/landscaped areas. Include a scale.

See Existing Condition Basin Map below
Existing Condition Basin Map

This map is not suitable for site-specific analysis or for utility location.

See full disclaimer below:
http://geohub.cityoftacoma.org/pages/disclaimer
C. Downstream Flowpath

Provide a map showing the downstream flowpath from the project site to the Puget Sound – including all receiving waterbodies along the flowpath. Assume that stormwater does not infiltrate along the flowpath and will ultimately reach the Puget Sound.

See Downstream Flowpath Map below
4. Proposed Project Site Conditions

A. Describe in words and provide figure(s) or drawing(s) that describe the proposed project site conditions.

i) Describe in one or two sentences the proposed project site use:

The proposed project site will consist of the existing Foss Marina Parking Lot to remain, and the existing building will be demolished down to the building pad. Existing sewer and power utility connection will be cut and capped at the property line. The stormwater connection will remain to allow the building pad a location to drain.

ii) Describe in words or show on a figure the stormwater runoff patterns (natural and artificial) and the points where stormwater enters and exits the project site.

All existing stormwater runoff patterns within the parking lot will remain unchanged. Stormwater for the building pad will be contained with the use of straw wattles and will follow the existing condition drainage pattern to the public stormwater manhole located in Dock Street.

iii) Provide a figure showing:

- the proposed improvements (buildings, sidewalks, parking lots, utilities, etc.),
- fuel tanks (above and below ground) that are proposed or will remain in place,
- proposed groundwater wells on the project site
- proposed septic systems
- proposed public and private easements

See Proposed Condition Map below
Site 8 Building Demolition

Proposed Condition
5. Minimum Requirement Determination

A. Project Thresholds
Complete the following project threshold table. Onsite includes any work on the parcel or parcels of land associated with the project. Offsite includes any work within the City Right-of-Way.

<table>
<thead>
<tr>
<th>Surface Type</th>
<th>Onsite</th>
<th>Offsite</th>
<th>Total of Onsite and Offsite</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Roof Area (ft²)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Proposed Walkways and Sidewalks (ft²) – includes gravel walkways</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Proposed Deck/Patio Area (ft²)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Proposed Driveway (ft²)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other proposed driving surfaces (parking pads, street improvements, etc.) (ft²)</td>
<td>13,660 s.f. (Building Pad)</td>
<td>0</td>
<td>13,660 s.f. (Building Pad)</td>
</tr>
<tr>
<td>Total Amount of All Proposed Surfaces Above (ft²). (Total proposed hard surface area.)</td>
<td>13,660 s.f. (Building Pad)</td>
<td>0</td>
<td>13,660 s.f. (Building Pad)</td>
</tr>
<tr>
<td>Amount of Land Disturbed (ft²)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

B. Receiving Waterbody Table

<table>
<thead>
<tr>
<th>Receiving Waterbody Name</th>
<th>Type of Receiving Waterbody</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thea Foss Waterway</td>
<td>Marine</td>
</tr>
</tbody>
</table>

C. Minimum Requirements Required

<table>
<thead>
<tr>
<th>Applicable Minimum Requirements</th>
<th>Applicable Surface type Requiring Mitigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Requirements #1-5</td>
<td>All new plus replaced hard surfaces and land disturbed.</td>
</tr>
</tbody>
</table>

D. Cumulative Impacts
There have been no improvements to the site since 2003.
E. Flowcharts

City of Tacoma

July 2021 SWMM

For sites with 35% or more of existing hard surface coverage, use this flowchart to determine Minimum Requirements.

Do the new PLUS replaced hard surfaces total 2,000 square feet or greater?

Yes

No

Do the new hard surfaces total 5,000 square feet or more?

Yes

No

Does the project have land disturbing activity of 7,000 square feet or greater?

Yes

No

Project shall comply with Minimum Requirements #1-5 for new AND replaced hard surfaces and land disturbed.

Project shall additionally comply with MRs #6-9 for all new hard surfaces and converted vegetation areas.

No

Yes

Does the value of the proposed improvements, including interior upgrades, exceed 50% of the assessed value of the:

- Existing Project Site improvements (commercial & industrial projects)
- Existing Site improvements? (all other projects)

No

Yes

Project shall comply with all Minimum Requirements #1-9 for all new AND replaced hard surfaces and converted vegetation areas.

No

Yes

Project shall comply with Minimum Requirements #1-5 for all new PLUS replaced hard surfaces and land disturbed.

Yes

No

Project shall comply with Minimum Requirement #2.

Note: applicant is not required to submit a SWPPP or TESC plan.

Does the project convert ¾ acre or more of vegetation to lawn and landscaped areas?

Yes

No

Does the project convert 2.5 acres, or more, of native vegetation to pasture?

Yes

No

NOTES

Critical Area requirements, as outlined in TMC 13.11, are in addition to MR #8.

Additional Protective Measures Infrastructure Protection, in addition to MRs and shall be evaluated for ALL PROJECTS.

Cumulative impacts apply. Consider all site work since January 1, 2003.

See Glossary for term definitions.

Minimum Requirements may be applied to any project where the project scope includes a change of use.

Figure 1 - 2: Redevelopment Flowchart

13
6. Discussion of Minimum Requirements

A. Minimum Requirement #1 – Preparation of a Stormwater Site Plan
This Stormwater Site Plan Report and the associated Site Plans and Building Permit Drawings Building 8 Building Demolition are being used to meet Minimum Requirement #1.

Description of Site Appropriate Development Principles

Where practicable, projects shall use the following site appropriate development principles. Put a checkmark next to the principles that will be used for the project. Project design is not required to be changed in order to accommodate site appropriate development principles, but where feasible, these principles must be used.

☒ Minimization of land disturbance by fitting development to the natural terrain.
☒ Minimization of land disturbance by confining construction to the smallest area feasible and away from critical areas.
☒ Preservation of natural vegetation.
☐ Locating impervious surfaces over less permeable soils.
☐ Clustering buildings.
☒ Minimizing impervious surfaces.
☐ Site appropriate development principles are not practicable because of project design.

B. Minimum Requirement #2 – Construction Stormwater Pollution Prevention Plan
The Construction Stormwater Pollution Prevention Plan is available in this document before the appendices.

C. Minimum Requirement #3 – Source Control

i. Description of Final Site Use

The proposed project site will consist of the existing Foss Marina Parking Lot to remain, and the existing building will be demolished down to the building pad. Existing sewer and power utility connection will be cut and capped at the property line. The stormwater connection will remain to allow the building pad a location to drain.

ii. Source Control BMPs

Select appropriate check box. If project concerns commercial or industrial facilities, insert Source Control Selection Worksheet that describes the types of activities and potential pollutants that are likely to occur on the site and includes the BMPs from the SWMM that will be used on the site.
☐ Single Family Residence: The occupant shall comply with BMP S168: BMPs for Homeowners.

☒ Commercial or Industrial Facilities:

<table>
<thead>
<tr>
<th>BMP</th>
<th>Property/Site Type or Activity Type</th>
<th>Potential Pollutant(s) Associated with Activity or Pollutant that BMP is being used for</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMP S100: Correcting Illicit Discharges to the Stormwater System</td>
<td>All commercial and industrial sites.</td>
<td>Wastewater, process water.</td>
</tr>
<tr>
<td>BMP S101: Labeling Stormwater Inlet</td>
<td>All commercial and industrial sites.</td>
<td>Wastes from dumping.</td>
</tr>
<tr>
<td>BMP S102: Formation of a Pollution Prevention team</td>
<td>All commercial and industrial sites.</td>
<td></td>
</tr>
<tr>
<td>BMP S103: Preventative Maintenance/Good Housekeeping</td>
<td>All commercial and industrial sites.</td>
<td></td>
</tr>
<tr>
<td>BMP S104: Spill Prevention and Cleanup</td>
<td>All commercial and industrial sites.</td>
<td>Leaks and spills of liquid and solid waste.</td>
</tr>
<tr>
<td>BMP S105: Employee Training</td>
<td>All commercial and industrial sites.</td>
<td></td>
</tr>
<tr>
<td>BMP S106: Inspections</td>
<td>All commercial and industrial sites.</td>
<td></td>
</tr>
<tr>
<td>BMP S107: Record Keeping</td>
<td>All commercial and industrial sites.</td>
<td></td>
</tr>
<tr>
<td>BMP S126: Demolition</td>
<td>Removal of existing building or other structures.</td>
<td>Toxic organic compounds, heavy metals, asbestos, suspended solids</td>
</tr>
<tr>
<td>S139: Stormwater System Maintenance</td>
<td>All properties with stormwater systems.</td>
<td>Excess sediment, oils, hydrocarbons and sediment</td>
</tr>
<tr>
<td>BMP S140: Dust Control at Disturbed Land Areas and Unpaved Roadways and Parking Lots</td>
<td>Properties and the ROW with disturbed land areas, unpaved driving surfaces and parking lots that may create dust.</td>
<td>Dust</td>
</tr>
<tr>
<td>BMP S142: Soil Erosion and Sediment Control at Commercial and Industrial Sites</td>
<td>Properties whose operations may cause erosion.</td>
<td>Soil</td>
</tr>
</tbody>
</table>
D. Minimum Requirement #4 – Preserving Drainage Patterns and Outfalls

☒ The natural (or existing) drainage patterns are maintained to the maximum extent feasible.
☒ Discharges from the project site occur at the natural (or existing) location to the maximum extent feasible.
☒ Discharge from the project site will not cause adverse impacts to downstream receiving waters and downgradient properties.

E. Minimum Requirement #5 – Onsite Stormwater Management

i. The List Approach.

This project will utilize The List Approach.

<table>
<thead>
<tr>
<th>Surface Type: Roofs</th>
<th>Not Flow Control Exempt</th>
<th>Flow Control Exempt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Choose One:</td>
<td>1. BMP L614: Full</td>
<td>1. BMP L602: Downspout Full Infiltration</td>
</tr>
<tr>
<td>□ BMP L614: Full</td>
<td>□ Yes</td>
<td>□ Yes</td>
</tr>
<tr>
<td>Dispersion or</td>
<td>□ No</td>
<td>□ No</td>
</tr>
<tr>
<td>□ BMP L602: Downspout Full Infiltration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Choose One:</td>
<td>2. BMP L603: Downspout Dispersion</td>
<td></td>
</tr>
<tr>
<td>□ BMP L601: Rain Gardens or</td>
<td>□ Yes</td>
<td>□ Yes</td>
</tr>
<tr>
<td>□ BMP L630: Bioretention</td>
<td>□ No</td>
<td>□ No</td>
</tr>
<tr>
<td>3. BMP L603: Downspout Dispersion</td>
<td>□ Yes</td>
<td>□ Yes</td>
</tr>
<tr>
<td>□ Yes</td>
<td>□ No</td>
<td>□ No</td>
</tr>
<tr>
<td>□ No</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>4. BMP L604: Perforated Stub-Out Connection</td>
<td>□ Yes</td>
<td>□ Yes</td>
</tr>
<tr>
<td>□ Yes</td>
<td>□ No</td>
<td>□ Yes</td>
</tr>
<tr>
<td>□ No</td>
<td>N/A</td>
<td>□ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surface Type: Other Hard Surfaces</th>
<th>Not Flow Control Exempt</th>
<th>Flow Control Exempt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. BMP L614: Full Dispersion</td>
<td>□ Yes</td>
<td>1. Choose One:</td>
</tr>
<tr>
<td>□ Yes</td>
<td>□ No</td>
<td>□ BMP L612: Sheet Flow Dispersion, or</td>
</tr>
<tr>
<td>□ No</td>
<td></td>
<td>□ BMP L611: Concentrated Flow Dispersion</td>
</tr>
<tr>
<td>2. Choose One:</td>
<td>□ Yes</td>
<td>□ Yes</td>
</tr>
<tr>
<td>□ BMP L633: Permeable Pavement, or</td>
<td>□ No</td>
<td>□ No</td>
</tr>
<tr>
<td>□ BMP T1050: Compost-Amended Vegetated Filter Strip (CAVFS), or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ BMP L601: Rain Gardens, or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Yes</td>
<td>□ No</td>
<td>□ Yes</td>
</tr>
<tr>
<td>□ No</td>
<td></td>
<td>□ No</td>
</tr>
</tbody>
</table>
- There are no roofs proposed. No BMP's necessary.
- The remaining concrete building slab is flat, neither sheet flow dispersion nor concentrated flow dispersion are feasible.
- Post Construction Soil Quality and Depth is feasible and will be incorporated to all disturbed soils.
Questions #1-8 relate to infeasibility criteria that are based on conditions such as topography and distances to predetermined boundaries and certain design criteria.

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Can the concentrated flow dispersion system be placed 10 feet or more from any building structure?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>2</td>
<td>Can the concentrated flow dispersion system be placed 5 feet or more from any other structure or property line?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3</td>
<td>Can the concentrated flow dispersion system be placed 50 feet or more from the top of any slope 15% or greater?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4</td>
<td>Can the concentrated flow dispersion system be placed 50 feet or more from geologically hazardous areas?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5</td>
<td>Can the concentrated flow dispersion system maintain setbacks from Onsite Sewage Systems per WAC 246-272A-0210?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6</td>
<td>Is it possible to maintain or construct a vegetated flowpath of at least 25 feet from the discharge location and any property line, structure, slope greater than 15%, surface water, or other hard surface?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7</td>
<td>Will installing concentrated flow dispersion cause conflicts with any of the following? (An answer of yes means this BMP is infeasible.) Place a checkmark next to the applicable item (7a-7e).</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7a</td>
<td>Requirements of the Historic Preservation Laws and Archeology Laws, Federal Superfund or Washington State Model Toxics Control Act, Federal Aviation Administration requirements for airports, or Americans with Disability Act</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7b</td>
<td>Special zoning district design criteria adopted and being implemented through any City of Tacoma planning efforts</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7c</td>
<td>Public health and safety standards</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7d</td>
<td>Transportation regulations to maintain the option for future expansion or multi-modal use of public rights-of-way</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7e</td>
<td>Critical Area Preservation Ordinance</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8</td>
<td>Can the design standards in BMP L611 be met?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8a</td>
<td>Describe the design standard that cannot be met:</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Questions #9 require evaluation of site specific conditions and a written recommendation from an appropriate Washington State Licensed Professional (e.g., Professional Engineer, Professional Geologist, Professional Hydrogeologist).

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Will the use of concentrated flow dispersion cause erosion or flooding problems onsite or an adjacent properties? (An answer of yes means this BMP is not feasible.)</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
**City of Tacoma Stormwater Management Manual – Infeasibility Checklist**  
**Surface Type:** Other Hard Surfaces  
**BMP L612:** Sheet Flow Dispersion

Version: 07/01/2021

It is not necessary to answer all questions when determining if a BMP is feasible for Minimum Requirement #5 – The List Approach. Unless otherwise noted, a single answer of No means the BMP is considered infeasible for meeting Minimum Requirement #5 – The List Approach. Applicant may choose which questions to answer when determining feasibility.

Questions #1-9 relate to infeasibility criteria that are based on conditions such as topography and distances to predetermined boundaries and certain design criteria.

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Can the sheet flow dispersions system be placed 10 feet or more from any building structure?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>2</td>
<td>Can the sheet flow dispersion system be placed 5 feet or more from any other structure or property line?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>3</td>
<td>Can the sheet flow dispersion system be placed 50 feet or more from the top of any slope 15% or greater?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>4</td>
<td>Can the sheet flow dispersion system be placed 50 feet or more from geologically hazardous areas?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>5</td>
<td>Can the sheet flow dispersion system maintain setbacks from Onsite Sewage Systems per WAC 246-272A-0210?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>6</td>
<td>Is it possible to provide a vegetated flowpath width of 10 feet or greater for up to 20 feet of width of paved or impervious surface?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>7</td>
<td>For paved or impervious surfaces widths 20 feet or greater, is it possible to provide a vegetated flowpath width of 20 feet or greater (additional 10 feet of width must be added for each increment of 20 feet or more in width)?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>8</td>
<td>Will installing sheet flow dispersion cause conflicts with any of the following? (An answer of yes means this BMP is infeasible.) Place a checkmark next to the applicable item (8a-8e).</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>8a</td>
<td>Requirements of the Historic Preservation Laws and Archeology Laws, Federal Superfund or Washington State Model Toxics Control Act, Federal Aviation Administration requirements for airports, or Americans with Disability Act</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>8b</td>
<td>Special zoning district design criteria adopted and being implemented through any City of Tacoma planning efforts</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>8c</td>
<td>Public health and safety standards</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>8d</td>
<td>Transportation regulations to maintain the option for future expansion or multi-modal use of public rights-of-way</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>8e</td>
<td>Critical Area Preservation Ordinance</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>9</td>
<td>Can the design standards in BMP L612 be met?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>

**9a**  
Describe the design standard that cannot be met:

Questions #10 require evaluation of site specific conditions and a written recommendation from an appropriate Washington State Licensed Professional (e.g., Professional Engineer, Professional Geologist, Professional Hydrogeologist).

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Will the use of sheet flow dispersion cause erosion or flooding problems onsite or an adjacent properties? (An answer of yes means this BMP is not feasible).</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>
F. Additional Protective Measure – Infrastructure Protection

i. Description of Compliance Need

A quantitative downstream analysis is not required because the project is not increasing the surface area contributing to the downstream system by 5,000 square feet or more and is not increasing the surface area converted from pervious to impervious contributing to the downstream system by 5,000 square feet or more.
7. Conveyance System Design – Collect and Covey

Onsite collection of stormwater and conveyance to the City of Tacoma stormwater system may be necessary if onsite stormwater management BMPs cannot fully infiltrate or disperse stormwater onsite. This may include conveyance to either the curb and gutter or wedge curb, if present, or a structure of the stormwater conveyance system. Connections directly to the pipes are not allowed. Stormwater runoff shall not be conveyed over driveways, sidewalks, or other areas reserved for pedestrian traffic.

All connections shall comply with Volume 5, Chapter 4 of the SWMM.

Connections to the curb and gutter or asphalt wedge curb shall comply with City of Tacoma Standard Plans SU-29 and SU-29a. The minimum pipe size for conveyance to the curb shall be 3" in diameter. Where capacity greater than 3" is required, storm main extension may be required.

Answer the following questions to determine if onsite collection of stormwater and conveyance to the curb is allowed. If any question has an answer of No, extension of the City stormwater system or on-site management is necessary. Extension of the City stormwater system requires a separate Work Order Permit.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is a catch basin or other inlet to the conveyance system located within 350 feet downstream of the discharge location?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Can stormwater from the project site remain in the gutter line to the nearest stormwater inlet (ie, is there curb and gutter or asphalt wedge curb all the way to an inlet)?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>If that gutter line at least 3&quot; tall all the way to the downstream inlet?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Can stormwater from the project site enter a stormwater inlet before the next downstream intersection?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Can stormwater be discharged on the low side of a full warp street section?</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>
Construction Stormwater Pollution Prevention Plan (SWPPP) Report

Erosion and Sediment Control Lead

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization</th>
<th>Contact Telephone Number</th>
<th>Email Address</th>
<th>CESCL/CPESC Number (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

1. Proposed Construction Schedule
   i. **Proposed Start Date:** (Insert Date)

   ii. **Proposed End Date:** (Insert Date)

   iii. **Describe proposed phasing or sequencing (if any):** No phasing is proposed

2. 13 Elements of Construction Stormwater Pollution Prevention

   Below the 13 Elements of Construction Stormwater Pollution Prevention are provided. For each element, place a checkmark next to the BMP that will be used to satisfy the element. If Other is checked describe how the element will be addressed in detail. If an element is not required, justification for why that element is not required must be included. Volume 3, Table 3-1: Construction Stormwater BMPs by SWPP Element is a guide that can be used to help determine appropriate BMPs to address each Element.

A. **Element #1: Preserve Vegetation and Mark Clearing Limits**

   - Before beginning any land disturbing activities, including clearing and grading, clearly mark all clearing limits, sensitive areas and their buffers, and trees that are to be preserved within the construction area to prevent damage and offsite impacts. Mark clearing limits both in the field and on the plans.
   - Retain the duff layer, native topsoil, and natural vegetation in an undisturbed state to the maximum degree practicable. If it is not practicable to retain the duff layer in place, stockpile it onsite, cover it to prevent erosion, and replace it immediately upon completion of the ground-disturbing activities.
   - Plastic, metal, fabric fence, or other physical barriers may be used to mark the clearing limits.

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

   ☒ BMP C101: Preserving Natural Vegetation
   ☒ BMP C102: Buffer Zone
B. **Element #2: Establish Construction Access**

- Limit construction vehicle ingress and egress to one route, if possible.
- Stabilize access points with a pad of quarry spalls, crushed rock, or other equivalent BMPs to minimize tracking of sediment.
- Locate wheel wash or tire baths onsite if other measures fail to control sediment from leaving the site.
- No tracking of sediment offsite is allowed. If sediment is tracked offsite, offsite areas (including roadways) shall be thoroughly and immediately cleaned by shoveling or pickup sweeping. Transport sediment to a controlled sediment disposal area.
- Keep streets clean at ALL times. Clean tracked sediment immediately.
- Washing of sediment to the stormwater system is not allowed.

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

- BMP C105: Stabilized Construction Entrance
- BMP C106: Wheel Wash
- BMP C107: Construction Road/Parking Area Stabilization
- Other:
  - This Element is not required for this project because: This element is not required as there is an existing gravel parking area that will be utilized for a contractor staging area.

C. **Element #3: Control Flow Rates**

- Protect downstream properties, receiving waters, and conveyance systems from erosion and other damage due to increases in the velocity and peak volumetric flowrate of stormwater from the project site. A quantitative downstream analysis may be required to ensure no damage to the downstream conveyance system during construction. See Additional Protective Measure - Infrastructure Protection.
- Where necessary, construct flow control facilities as one of the first steps in grading.
- Flow control facilities shall be functional prior to construction of site improvements (e.g. impervious surfaces). It may be necessary to install temporary flow control facilities to meet flow control requirements during construction.
- Control structures designed for permanent flow control BMPs are not appropriate for use during construction without modification. If used during construction, modify the control structure to allow for long-term storage of runoff and enable sediments to settle. Verify that the BMP is sized appropriately for this purpose. Restore BMPs to their original design dimensions, remove sediment, and install a final control structure at completion of the project.
- Velocity of water leaving the site shall not exceed 3 feet/second if the discharge is to a stream or ditch.
Permanent infiltration facilities shall not be used for flow control during construction unless lined. The bottom of the facility shall be scarified to ensure any compaction that occurred during construction is mitigated.

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

☐ BMP C203: Water Bars
☐ BMP C207: Check Dams
☒ BMP C209: Outlet Protection
☒ BMP C235: Wattles
☐ BMP C240: Sediment Trap
☐ BMP C241: Temporary Sediment Pond
☐ Other:
☐ This Element is not required for this project because:

D. Element #4: Install Sediment Controls

- Design, install, and maintain effective erosion controls and sediment control to minimize the discharge of pollutants.
- Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater, and soil characteristics, including the range of soil particle sizes expected to be present on the site.
- Prior to leaving a construction site or prior to discharge to an infiltration facility, stormwater from disturbed areas shall pass through a sediment removal BMP.
- Construct sediment control BMPs as one of the first steps in grading. These BMPs shall be functional before other land disturbing activities take place.
- Locate BMPs in a manner to avoid interference with the movement of juvenile salmonids attempting to enter off-channel areas or conveyance channels.
- Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize infiltration, where feasible.
- Seed and mulch earthen structures such as dams, dikes, and diversions according to the timing indicated in Element #5.
- Design outlet structures to withdraw impounded stormwater from the surface to avoid discharging sediment that is still suspended lower in the water column. If installing a floating pump structure, include a stopper to prevent the pump basket from hitting the bottom of the pond.
- Full stabilization includes concrete or asphalt paving; quarry spalls used as ditch lining; or the use of rolled erosion products, a bonded fiber matrix product, or vegetative cover in a manner that will fully prevent soil erosion.

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

☐ BMP C231: Brush Barrier
☐ BMP C232: Gravel Filter
☐ BMP C233: Silt Fence
☐ BMP C234: Vegetated Filter Strip  
☒ BMP C235: Wattles  
☐ BMP C240: Sediment Trap  
☐ BMP C241: Temporary Sediment Pond  
☐ BMP C250: Construction Stormwater Chemical Treatment  
☐ Other:  
☐ This Element is not required for this project because:

E. Element #5: Stabilize Soils

- Stabilize exposed and unworked soils by application of effective BMPs that prevent erosion.
- From October 1 through April 30, no soils shall remain exposed and unworked for more than 2 days. From May 1 to September 30, no soils shall remain exposed and unworked for more than 7 days. This stabilization requirement applies to all soils onsite, whether at final grade or not.
- Stabilize soils at the end of the shift, before a holiday or weekend, if needed, based on the weather forecast.
- Select appropriate soil stabilization measures for the time of year, site conditions, estimated duration of use, and the potential water quality impacts that stabilization agents may have on downstream waters or groundwater.
- Stabilize soil stockpiles from erosion, protect stockpiles with sediment trapping measures, and where possible, locate piles away from stormwater system inlets, waterways, and conveyance channels.
- Control stormwater volume and velocity within the site to minimize soil erosion.
- Control stormwater discharges, including peak volumetric flowrates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion.
- Minimize the amount of soil exposed during construction activity.
- Minimize the disturbance of steep slopes.
- Minimize soil compaction and, unless infeasible, preserve topsoil.
- Ensure the gravel base used for stabilization is clean and does not contain fines or sediment.

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

☒ BMP C120: Temporary and Permanent Seeding  
☐ BMP C121: Mulching  
☐ BMP C122: Nets and Blankets  
☐ BMP C123: Plastic Covering  
☐ BMP C124: Sodding  
☐ BMP C125: Compost  
☐ BMP C126: Topsoiling  
☐ BMP C127: Polyacrylamide for Soil Erosion Protection  
☐ BMP C130: Surface Roughening  
☐ BMP C131: Gradient Terraces
BMP C140: Dust Control
☐ Other:
☐ This Element is not required for this project because:

F. **Element #6: Protect Slopes**

- Design and construct cut-and-fill slopes in a manner to minimize erosion. Applicable practices include, but are not limited to, reducing continuous length of slope with terracing and diversions, reducing slope steepness, and roughening slope surfaces (for example, track walking).
- Divert offsite stormwater (sometimes called run-on) or groundwater away from slopes and disturbed areas with interceptor dikes and/or swales. Manage offsite stormwater separately from stormwater generated on the site.
- At the top of the slopes, collect stormwater in pipe slope drains or protected channels to prevent erosion. Size temporary pipe slope drains to convey either:
  - The peak volumetric flowrate calculated using a 10-minute time step from a Type 1A, 10-year, 24-hour frequency storm using a single event model, or
  - The 10-year return period flowrate, indicated by an Ecology-approved continuous simulation model, using a 15-minute time step.
- Use the existing land cover condition for predicting flowrates from tributary areas outside the project limits. For tributary areas on the project site, use the temporary or permanent project land cover condition, whichever will produce the highest flowrate. If using, a continuous simulation model, model bare soils as landscaped areas.
- Provide temporary or permanent conveyance to remove groundwater seepage from the slope surface of exposed soil areas.
- Place excavated material on the uphill side of trenches, consistent with safety and space considerations.
- Place check dams at regular intervals within channels that are cut down a slope.
- Stabilize soils on slopes, as specified in Element #5.

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

☐ BMP C120: Temporary and Permanent Seeding
☐ BMP C121: Mulching
☐ BMP C122: Nets and Blankets
☐ BMP C123: Plastic Covering
☐ BMP C124: Sodding
☐ BMP C130: Surface Roughening
☐ BMP C131: Gradient Terraces
☐ BMP C200: Interceptor Dike and Swale
☐ BMP C201: Grass-Lined Channels
☐ BMP C203: Water Bars
☐ BMP C204: Pipe Slope Drains
☐ BMP C205: Subsurface Drains
☐ BMP C206: Level Spreader
☐ BMP C207: Check Dams
☐ BMP C208: Triangular Silt Dike (Geotextile-Encased Check Dam)
☐ Other:
☒ This Element is not required for this project because: There are no slopes located within the project limits.

G. **Element #7: Protect Stormwater System Inlets**

- Protect all stormwater system inlets that are operable during construction so that stormwater does not enter the conveyance system without first being filtered or treated to remove sediment.
- Clean or remove and replace inlet protection devices when sediment has filled 1/3 of the available storage (unless a different standard is specified by the product manufacturer).
- Keep all approach roads clean. Do not allow sediment to enter the stormwater system.
- Inspect inlets weekly at a minimum and daily during storm events.

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

☒ BMP C220: Stormwater System Inlet Protection
☐ Other:
☐ This Element is not required for this project because:

H. **Element #8: Stabilize Channels and Outlets**

- Design, construct, and stabilize all temporary onsite conveyance channels to prevent erosion from either:
  - The peak volumetric flowrate calculated using a 10-minute time step from a Type 1A, 10-year, 24-hour frequency storm using a single event model, or
  - The 10-year return period flowrate, indicated by an Ecology-approved continuous simulation model, using a 15-minute time step.
- Use the existing land cover condition for predicting flowrates from tributary areas outside the project limits. For tributary areas on the project site, use the temporary or permanent project land cover condition, whichever will produce the highest flowrate. If using a continuous simulation model, model bare soils as landscaped areas.
- Provide stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches at the outlets of all conveyance systems.

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

☐ BMP C122: Nets and Blankets
☐ BMP C202: Rip Rap Channel Lining
☐ BMP C207: Check Dams
☐ BMP C209: Outlet Protection
☐ Other:
☒ This Element is not required for this project because: There are no stormwater channels within the project limits.
I. **Element #9: Control Pollutants**

- Design, install, implement and maintain effective pollution prevention measures to minimize the discharge of pollutants.
- All discharges to the City of Tacoma wastewater system require City approval. Some discharges to the City of Tacoma stormwater system require City approval. The approval may include a separate Special Approved Discharge (SAD) permit. Visit [https://www.cityoftacoma.org/government/city_departments/environmentalservices/wastewater/wastewater_permits_and_manuals](https://www.cityoftacoma.org/government/city_departments/environmentalservices/wastewater/wastewater_permits_and_manuals) for additional information about SAD Permits.
- Handle and dispose of all pollutants, including waste materials and demolition debris that occur on site in a manner that does not cause contamination of stormwater.
- Provide cover, containment, and protection from vandalism for all chemicals, liquid products, petroleum products, and other materials that have the potential to pose a threat to human health and the environment. Provide secondary containment for tanks holding pollutants including onsite fueling tanks. Secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume contained in the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.
- Conduct maintenance, fueling, and repair of heavy equipment and vehicles using spill prevention and control measures. Clean contaminated surfaces immediately following any spill incident.
- Conduct oil changes, hydraulic system drain down, solvent and degreasing cleaning operations, fuel tank drain down and removal, and other activities, which may result in discharge or spillage of pollutants to the ground or into stormwater using spill prevention measures, such as drip pans.
- Discharge wheel wash or tire bath wastewater to a separate onsite treatment system that prevents discharge to surface water. Alternatively, discharge wheel wash or tire bath wastewater to the wastewater system (only allowed with SAD Permit approval).
- Apply fertilizers and pesticides in a manner and at application rates that will not result in loss of chemicals to stormwater. Follow manufacturers’ recommendations for application rates and procedures.
- Use BMPs to prevent or treat contamination of stormwater by pH modifying sources. These sources include, but are not limited to, recycled concrete stockpiles, bulk cement, cement kiln dust, fly ash, new concrete washing and curing waters, waste streams generated from concrete grinding and sawing, exposed aggregate processes, dewatering concrete vaults, and concrete pumping and mixer washout waters.
- Adjust the pH of stormwater if necessary to prevent violations of water quality standards.
- Manage concrete washout appropriately.
  - Washout concrete truck drums or concrete handling equipment in onsite or offsite designated concrete washout areas only.
    - Do not washout concrete truck drums or concrete handling equipment to streets, the stormwater system, receiving waterbodies, or the ground.
  - Washout of small concrete handling equipment may be disposed of in a formed areas awaiting concrete where it will not contaminate stormwater and surface water or groundwater.
- Do not use upland land applications for discharging wastewater from concrete washout areas.
- Do not dump excess concrete onsite, except in designated concrete washout areas.
- Do not washout anything contaminated with concrete into formed areas awaiting infiltration BMPs.
- Concrete spillage or concrete discharge directly to groundwater or surface waters of the State is prohibited.

- Written approval from the Department of Ecology is required prior to using chemical treatment other than CO2, dry ice, or food grade vinegar to adjust pH.
- Clean contaminated surfaces immediately following any discharge or spill incident.
- Uncontaminated water from water-only based shaft drilling for construction of building, road, and bridge foundations may be infiltrated provided the wastewater is managed in a way that prohibits discharge to surface waters. Prior to infiltration, water from water-only based shaft drilling that comes into contact with curing concrete must be neutralized until pH is in the range of 6.5 to 8.5.

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

- BMP C151: Concrete Handling
- BMP C152: Sawcutting and Surface Pollution Prevention
- BMP C153: Material Delivery, Storage and Containment
- BMP C154: Concrete Washout Area
- BMP C250: Construction Stormwater Chemical Treatment
- Other:
- This Element is not required for this project because:

J. **Element #10: Dewatering**

- Dewatering discharges to the City of Tacoma stormwater conveyance system or the City of Tacoma wastewater system may require City approval through a Special Approved Discharge (SAD) Permit. See https://www.cityoftacoma.org/government/city_departments/environmentalservices/wastewater/wastewater_permits_and_manuals for more information on the SAD Permit Process.
- Discharge foundation, vault, and trench dewatering water that has similar characteristics to site stormwater into a controlled conveyance system prior to discharge to a sediment trap or sediment pond. Stabilize channels as specified in Element #8.
- Clean, non-turbid dewatering water, such as well-point groundwater, can be discharged to systems tributary to state surface waters, as specified in Element #8, provided the dewatering flow does not cause erosion or flooding of receiving waters. Do not route clean dewatering water through TESC BMPs.
- Handle highly turbid or contaminated dewatering water separately from stormwater at the site.
- Other disposal options, depending on site constraints, may include:
  - Infiltration
Transport offsite in vehicle, such as a vacuum flush truck, for legal disposal in a manner that does not pollute state waters
- Ecology approved onsite chemical treatment or other suitable treatment technologies
- Use of a sedimentation bag that discharges to a ditch or swale for small volumes of localized dewatering

The BMP(s) proposed to meet this element are:
- BMP C203: Water Bars
- BMP C206: Level Spreader
- BMP C236: Vegetative Filtration
- Other:
  - This Element is not required for this project because: There is no dewatering proposed for this project.

K. Element #11: Maintain BMPs

- Maintain and repair as needed all temporary and permanent erosion and sediment control BMPs to assure continued performance of their intended function. Conduct maintenance and repairs in accordance with BMP specifications.
- Remove temporary erosion and sediment control BMPs within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed. Trapped sediment shall be removed or stabilized onsite. Permanently stabilize disturbed soil resulting from removal of BMPs or vegetation.

The BMP(s) proposed to meet this element are:
- BMP C150: Materials on Hand
- BMP C160: Erosion and Sediment Control Lead
- BMP C236: Vegetative Filtration
- Other:
  - This Element is not required for this project because:

L. Element #12: Manage the Project

- Phasing of Construction – Phase development projects in order to prevent soil erosion and the transport of sediment from the project site during construction, unless the Erosion and Sediment Control Lead can demonstrate that construction phasing is infeasible. Revegetation of exposed areas and maintenance of that vegetation shall be an integral part of the clearing activities for any phase.
- Seasonal Work Limitations – From October 1 through April 30, clearing, grading, and other soil disturbing activities shall only be permitted if shown to the satisfaction of the City that silt-laden stormwater will be prevented from leaving the site through a combination of the following:
Site conditions including existing vegetative coverage, slope, soil type, and proximity to receiving waters;
- Limitations on activities and the extent of disturbed areas; and
- Proposed erosion and sediment control measures.

Based on the information provided and local weather conditions, the City may expand or restrict the seasonal limitation onsite disturbance. The following activities are exempt from the seasonal clearing and grading limitations:

- Routine maintenance and necessary repair of erosion and sediment control BMPs
- Routine maintenance of public facilities or existing utility structures that do not expose the soil or result in the removal of the vegetative cover to soil
- Activities where there is one hundred percent infiltration of stormwater within the site in approved and installed erosion and sediment control facilities

**Inspection and Monitoring**

- Inspect, maintain, and repair all BMPs as needed to assure continued performance of their intended function. Projects regulated under the Construction Stormwater General Permit (CSWGP) must conduct site inspections and monitoring in accordance with Special Condition S4 of the CSWGP.
- Projects that disturb one or more acres must have site inspections conducted by a Certified Erosion and Sediment Control Lead (CESCL) or Certified Professional in Erosion and Sediment Control (CPESC).
- Projects disturbing less than one acre must have an Erosion Sediment Control Lead (ESC) conduct inspections. The ESC Lead does not have to have CESCL or CPESC certification.
- The CESCL, CPESC, or ESC Lead shall be identified in the SWPPP and shall be onsite or on-call at all times.
- The CESCL, CPESC, or ESC Lead must examine stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen and evaluate the effectiveness of BMPs to determine if it is necessary to install, maintain, or repair BMPs.
- The CESCL, CPESC, or ESC Lead must inspect all areas disturbed by construction activities, all BMPs, and all locations where stormwater leaves the site at least once every calendar week and within 24 hours of any discharge from the site. (Individual discharge events that last more than one day do not require daily inspections). The CESCL, CPESC, or ESC Lead may reduce the inspection frequency for temporary stabilized, inactive sites to once every calendar month.
- Construction site operators must correct any problems identified by the CESCL, CPESC, or ESC Lead by:
  - Reviewing the SWPPP for compliance with the 13 construction SWPPP elements and making appropriate revisions within 7 days of the inspection.
  - Fully implementing and maintaining appropriate source control and/or treatment BMPs as soon as possible but correcting the problem within 10 days.
  - Documenting BMP implementation and maintenance in the site log book. (Required for sites larger than 1 acre but recommended for all sites).

Sampling and analysis of the stormwater discharges from a construction site may be necessary on a case-by-case basis to ensure compliance with standards. Ecology or the City will establish these monitoring and associated reporting requirements.
• **Responsible Party** – For all projects, a 24-hour responsible party shall be listed in the SWPPP, along with that person’s telephone number and email address.

• **Maintenance of the Construction SWPPP** – Keep the Construction SWPPP onsite or within reasonable access to the site. Modify the SWPPP whenever there is a change in the design, construction, operation, or maintenance at the construction site that has, or could have, a significant effect on the discharge of pollutants to waters of the state. Modify the SWPPP if, during inspections or investigations conducted by the owner/operator, City staff, or by local or state officials, it is determined that the SWPPP is ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site. Modify the SWPPP as necessary to include additional or modified BMPs designed to correct problems identified. Complete revisions to the SWPPP within seven (7) days following the inspection. City of Tacoma Environment Services (review staff or inspector) may require that a modification to the SWPPP go through additional City review.

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

- [ ] BMP C150: Materials on Hand
- [x] BMP C160: Erosion and Sediment Control Lead
- [ ] BMP C162: Scheduling
- [ ] Other:
- [ ] This Element is not required for this project because:

**M. Element #13: Protect Permanent Stormwater BMPs**

- Protect all permanent stormwater BMPs from sedimentation through installation and maintenance of erosion and sediment control BMPs on portions of the site that drain into the BMPs. Restore all BMPs to their fully functioning condition if they accumulate sediment during construction. Sediment impacting Best Management Practices shall be removed before system start-up. Restoring the BMP shall include removal of all sediment and full replacement of treatment media.
- Prevent compacting infiltration facilities by excluding construction equipment and foot traffic.
- Keep all heavy equipment off native soils under infiltration BMPs that have been excavated to final grade to retain the infiltration rate of the soils.
- Protect lawn and landscaped areas from compaction due to construction equipment and material stockpiles.
- Do not allow muddy construction equipment on the base material of permeable pavement or on the permeable pavement section.
- Do not allow sediment laden runoff onto permeable pavements or base materials of permeable pavements.
- Permeable pavements fouled with sediment or that can no longer pass an initial infiltration test must be cleaned prior to final acceptance.

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

- [ ] BMP C102: Buffer Zone
- [x] BMP C103: High Visibility Fence
☐ BMP C200: Interceptor Dike and Swale
☐ BMP C201: Grass-Lined Channels
☐ BMP C207: Check Dams
☐ BMP C208: Triangular Silt Dike (Geotextile-Encased Check Dam)
☐ BMP C231: Brush Barrier
☐ BMP C233: Silt Fence
☐ BMP C234: Vegetated Strip
☐ Other:
☐ This Element is not required for this project because:

3. Soils Report

The Soils Report is available as a stand-alone document as part of the Permit submittal. It is titled: Site 8 Building Demolition – Soils Map Dated 12-20-2022

4. Operation and Maintenance Manual

There will be no stormwater facilities located within the project limits that would require maintenance.

5. Temporary Erosion and Sediment Control BMPs

Attach below only those BMPs (include the entirety of the BMP language) from Volume 3 of the SWMM that will be utilized onsite.
1.1 BMP C101: Preserving Natural Vegetation

1.1.1 Purpose
The purpose of preserving natural vegetation is to reduce erosion wherever practicable. Limiting site disturbance is the single most effective method for reducing erosion. For example, conifers can hold up to about 50 percent of all rain that falls during a storm. Up to 20-30 percent of this rain may never reach the ground but is taken up by the tree or evaporates. Another benefit is that the rain held in the tree can be released slowly to the ground after the storm.

1.1.2 Conditions of Use
Natural vegetation should be preserved on steep slopes, near perennial and intermittent watercourses or swales, in wooded areas, and any other location practicable.
Phase construction to preserve natural vegetation on the project site for as long as possible during construction.

1.1.3 Design and Installation Specifications
Natural vegetation can be preserved in natural clumps or as individual trees, shrubs and vines. The preservation of individual plants is more difficult because heavy equipment is generally used to remove unwanted vegetation. The points to remember when attempting to save individual plants are:

- Is the plant worth saving? Consider the location, species, size, age, vigor, and the work involved. The City of Tacoma encourages the preservation of native vegetation and trees, where practicable.
- Existing trees to be preserved shall be fenced and protected during construction activities per Tacoma Municipal Code 9.18.030, according to industry standards (ANSI A300 Part 5) and the International Society of Arboriculture’s Best Management Practices – Managing Trees During Construction.

Described below are the most common types of injury that occur to trees. The language is adapted from the International Society of Arboriculture’s Best Management Practices – Managing Trees from Construction.

- Root cutting or damage which can be caused by excavation equipment, trenching equipment, burial of debris, fill over roots, and alterations made to the water table by grade changes.
- Soil compaction resulting from vehicle, equipment and foot traffic. Compacted soils permit less root growth and biological activity as a result of aeration, higher mechanical resistance to root penetration and slowed water movement.
- Mechanical injury to the tree. Trunks, roots, and tree crowns can be damaged by construction equipment. Injury can affect the ability of the tree or plant to transport water and nutrients, and removes the ability for the plant to protect against pathogens.
- Fill placed near the root collar can facilitate infection and encourage stem-girdling which will affect the long-term longevity of the tree or plant.
1.1.4 Maintenance Standards

- Inspect flagged and/or fenced areas regularly to make sure flagging or fencing has not been removed or damaged. If the flagging or fencing has been damaged or visibility reduced, it shall be repaired or replaced immediately and visibility restored.
- If tree roots have been exposed or injured, prune cleanly with an appropriate pruning saw or loppers directly above the damaged roots and recover with native soils.
1.2 BMP C102: Buffer Zone

1.2.1 Purpose
Creation of an undisturbed area or strip of natural vegetation or an established suitable planting that will provide a living filter to reduce soil erosion and stormwater velocities.

1.2.2 Conditions of Use
Buffer zones are used along streams, wetlands and other bodies of water that need protection from erosion and sedimentation. Vegetative buffer zones can be used to protect natural swales and can be incorporated into the natural landscaping of an area.

Do not use critical area buffer zones as sediment treatment areas. Do not disturb critical area buffers.

1.2.3 Design and Installation Specifications
- Preserve natural vegetation or plantings in clumps, blocks, or strips as this is generally the easiest and most successful method. However, single specimen trees and plants should also be preserved.
- Leave all unstable slopes in their natural, undisturbed state.
- Mark clearing limits and keep all equipment and construction debris out of the natural areas. Steel construction fencing is the most effective method of protecting sensitive areas and buffers. Alternatively, wire-backed silt fence on steel posts is marginally effective. Flagging alone is not allowed.
- Keep all excavations and material storage areas outside the dripline of trees and shrubs.
- Do not push debris or extra soil into the buffer zone area because it will cause damage from burying and smothering.
- Vegetative buffer zones for streams, lakes or other waterways shall be established by the City or other state or federal permits or approvals.

1.2.4 Maintenance Standards
- Inspect the area frequently to make sure fencing remains in place and the area remains undisturbed. Fix or replace damaged fencing immediately.
1.3 BMP C103: High Visibility Fence

1.3.1 Purpose

Fencing is intended to:

- Restrict clearing to approved limits.
- Prevent disturbance of sensitive areas, their buffers, and other areas required to be left undisturbed.
- Limit construction traffic to designated construction entrances or roads.
- Protect areas where marking with survey tape or flagging may not provide adequate protection.

1.3.2 Conditions of Use

To establish clearing limits, plastic, fabric, or metal fence may be used:

- At the boundary of sensitive areas, their buffers, and other areas required to be left uncleared.
- As necessary to control vehicle access to and on the site.

1.3.3 Design and Installation Specifications

- High visibility plastic fence shall be composed of a high-density polyethylene material and shall be at least four feet in height. Posts for the fencing shall be steel or wood and placed every 6 feet on center (maximum) or as needed to ensure rigidity. The fencing shall be fastened to the post every six inches with a polyethylene tie. On long continuous lengths of fencing, a tension wire or rope shall be used as a top stringer to prevent sagging between posts. The fence color shall be high visibility orange. The fence tensile strength shall be 360 lbs./ft. using the ASTM D4595 testing method.

- If appropriate, install fabric silt fence in accordance with BMP C233: Silt Fence to act as high visibility fence. Silt fence shall be at least 3 feet high and must be highly visible to meet the requirement of this BMP.

- Design and install metal fences according to the manufacturer's specifications.
- Metal fences shall be at least 3 feet high and must be highly visible.
- Do not wire or staple fences to trees.

1.3.4 Maintenance Standards

- If the fence has been damaged or its visibility reduced, it shall be repaired or replaced immediately and visibility restored.
1.7 BMP C120: Temporary and Permanent Seeding

1.7.1 Purpose
Seeding reduces erosion by stabilizing exposed soils. A well-established vegetative cover is one of the most effective methods of reducing erosion.

1.7.2 Conditions of Use

- Seeding may be used throughout the project on disturbed areas that have reached final grade or that will remain unworked.
- Channels that will be vegetated should be installed before major earthwork and hydroseeded with a Bonded Fiber Matrix. The vegetation should be well established (i.e., 75 percent cover) before water is allowed to flow in the ditch. With channels that will have high flows, install erosion control blankets over the hydroseed. If vegetation cannot be established from seed before water is allowed in the ditch, sod should be installed in the bottom of the ditch over hydromulch and blankets.
- Seed detention ponds as required.
- Mulch is required at all times because it protects seeds from heat, moisture loss, and transport due to runoff.
  Mulch can be applied on top of the seed or simultaneously by hydroseeding. See BMP C121: Mulching for specifications.
- All disturbed areas shall be reviewed in late August to early September and all seeding shall be completed by the end of September. Otherwise, vegetation will not establish itself enough to provide more than average protection.
- At final site stabilization, seed and mulch all disturbed areas not otherwise vegetated or stabilized.

1.7.3 Design and Installation Specifications

- Seed during seasons most conducive to plant growth.
  - The optimum seeding windows for western Washington are April 1 through June 30 and September 1 through October 1.
  - Seeding that occurs between July 1 and August 30 will require irrigation until 75 percent grass cover is established.
  - Seeding that occurs between October 1 and March 30 will require a mulch or an erosion control blanket until 75 percent grass cover is established.
- To prevent seed from being washed away, confirm that all required surface water control measures have been installed.
- The seedbed should be firm and rough. All soil should be roughened no matter what the slope. If compaction is required for engineering purposes, track walk slopes before seeding. Backblading or smoothing of slopes greater than 4:1 is not allowed if they are to be seeded.
- New and more effective restoration-based landscape practices rely on deeper incorporation than that provided by a simple single-pass rototilling treatment. Wherever practical, the subgrade should be initially ripped to improve long-term permeability, infiltration, and water inflow qualities. At a minimum for permanent areas, use soil
amendments to achieve organic matter and permeability performance defined in engineered soil/landscape systems. For systems that are deeper than 8 inches, complete the rototilling process in multiple lifts, or prepare the soil system properly and then place it to achieve the specified depth.

• The use of fertilizers is discouraged. Fertilizers should only be used where necessary to ensure growth. Amending soils per BMP L613: Post-Construction Soil Quality and Depth should be considered (and may be required for permanent lawn and landscaped areas) as the first measure for ensuring vegetation growth. If fertilization is necessary, naturally-derived fertilizers should be chosen over chemically-derived fertilizers. Apply fertilizers per manufacturer’s direction. Always use slow-release fertilizers.

• Hydroseed applications shall include a minimum of 1,500 pounds per acre of mulch with 3 percent tackifier. See BMP C121: Mulching for specifications.

• On steep slopes, Bonded Fiber Matrix (BFM) or Mechanically Bonded Fiber Matrix (MBFM) products should be used. BFM/MBFM products are applied at a minimum rate of 3,000 pounds per acre of mulch with approximately 10 percent tackifier. Application is made so that a minimum of 95 percent soil coverage is achieved. Numerous products are available commercially and should be installed per manufacturer’s instructions. Most products require 24-36 hours to cure before a rainfall and cannot be installed on wet or saturated soils. Generally, these products come in 40-50 pound bags and include all necessary ingredients except for seed and fertilizer.

• BFM and MBFMs have some advantages over blankets:
  ◦ No surface preparation required;
  ◦ Can be installed via helicopter in remote areas;
  ◦ On slopes steeper than 2.5:1, blanket installers may need to be roped and harnessed for safety;

• In most cases, the shear strength of blankets is not a factor when used on slopes, only when used in channels. BFM and MBFMs are good alternatives to blankets in most situations where vegetation establishment is the goal.

• When installing seed via hydroseeding operations, only about 1/3 of the seed actually ends up in contact with the soil surface. This reduces the ability to establish a good stand of grass quickly. One way to overcome this is to increase seed quantities by up to 50 percent.

• Vegetation establishment can also be enhanced by dividing the hydromulch operation into two phases:
  ◦ Phase 1- Install all seed and fertilizer with 25-30 percent mulch and tackifier onto soil in the first lift;
  ◦ Phase 2- Install the rest of the mulch and tackifier over the first lift.

• An alternative is to install the mulch, seed, fertilizer, and tackifier in one lift. Then, spread or blow straw over the top of the hydromulch at a rate of about 800-1000 pounds per acre. Hold straw in place with a standard tackifier. Both of these approaches will increase cost moderately but will greatly improve and enhance vegetative establishment. The increased cost may be offset by the reduced need for:
  ◦ Irrigation
  ◦ Reapplication of mulch
  ◦ Repair of failed slope surfaces
- This technique works with standard hydromulch (1,500 pounds per acre minimum) and BFM/MBFMs (3,000 pounds per acre minimum).

- Provide a healthy topsoil to areas to be permanently landscaped. This will reduce the need for fertilizers, improve overall topsoil quality, provide for better vegetal health and vitality, improve hydrologic characteristics, and reduce the need for irrigation. See the Post-Construction Soil Quality and Depth BMP in Volume 4 for more information. Compost shall meet specification in A900: Compost. City of Tacoma Tagro Potting Soil can be used as an alternative to the compost component. Areas that will be seeded only and not landscaped may need compost or meal-based mulch included in the hydroseed in order to establish vegetation. Replace native topsoil on the disturbed soil surface before application.

- Seed that is installed as a temporary measure may be installed by hand if it will be covered by straw, mulch, or topsoil. Seed that is installed as a permanent measure may be installed by hand on small areas (usually less than 1 acre) that will be covered with mulch, topsoil, or erosion blankets.

- Unless otherwise stated, seed mixes shall be applied at a rate of 120 pounds per acre. This rate may be reduced if soil amendments of slow-release fertilizers are used.

- See Table 3 - 2: Standard Temporary Erosion Control Seed Mix to Table 3 - 8: Native Wet Biofiltration Swale Seed Mix for recommended seed mixes. Seed mixes are also shown in A1000: Vegetation. Seed mix should be chosen based upon location, exposure, soil type, slope, and expected foot traffic. Alternative seed mixes may be used provided justification is provided for their use.

- Table 3 - 2: Standard Temporary Erosion Control Seed Mix is a standard mix where only temporary vegetative cover is required.

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Percent By Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Festuca rubra var. commutata</em></td>
<td>Chewings fescue</td>
<td>40</td>
</tr>
<tr>
<td><em>Lolium perenne</em></td>
<td>perennial rye</td>
<td>40</td>
</tr>
<tr>
<td><em>Agrostis capillaris</em></td>
<td>colonial bentgrass</td>
<td>10</td>
</tr>
<tr>
<td><em>Trifolium repens</em></td>
<td>white Dutch clover</td>
<td>10</td>
</tr>
</tbody>
</table>

- Table 3 - 3: Native Temporary Erosion Control Seed Mix is a mix made from native species that can be used where only temporary vegetative cover is required.

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Percent By Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Bromus carinatus</em></td>
<td>California brome</td>
<td>25</td>
</tr>
<tr>
<td><em>Deschampsia caespitosa</em></td>
<td>Tufted hairgrass</td>
<td>15</td>
</tr>
<tr>
<td><em>Festuca rubra</em></td>
<td>native red fescue</td>
<td>20</td>
</tr>
<tr>
<td><em>Hordeum brachyantherum</em></td>
<td>meadow barley</td>
<td>40</td>
</tr>
</tbody>
</table>
- Table 3-4: Landscaping Seed Mix is a mix appropriate as a final vegetative cover for lawn areas.

**Table 3-4: Landscaping Seed Mix**

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Percent By Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Lolium perenne</em></td>
<td>perennial rye</td>
<td>70</td>
</tr>
<tr>
<td><em>Festuca rubra var. commutata</em></td>
<td>Chewings fescue</td>
<td>30</td>
</tr>
</tbody>
</table>

- Table 3-5: Low Growing Turf Seed Mix is a mix appropriate for dry situations and requires little maintenance once established.

**Table 3-5: Low Growing Turf Seed Mix**

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Percent By Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Festuca arundinaceae</em></td>
<td>dwarf tall fescue</td>
<td>45</td>
</tr>
<tr>
<td><em>Lolium perenne var. barclay</em></td>
<td>dwarf perennial rye</td>
<td>30</td>
</tr>
<tr>
<td><em>Festuca rubra</em></td>
<td>red fescue</td>
<td>20</td>
</tr>
<tr>
<td><em>Agrostis capillaris</em></td>
<td>colonial bentgrass</td>
<td>5</td>
</tr>
</tbody>
</table>

- Table 3-6: Native Meadow Seed Mix is a mix recommended for areas that will be maintained infrequently or not at all and where native plant colonization is desirable.

**Table 3-6: Native Meadow Seed Mix**

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Percent By Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Bromus carinatus</em></td>
<td>California brome</td>
<td>30</td>
</tr>
<tr>
<td><em>Deschampsia caespitosa</em></td>
<td>tufted hairgrass</td>
<td>10</td>
</tr>
<tr>
<td><em>Elymus glaucus</em></td>
<td>blue wildrye</td>
<td>10</td>
</tr>
<tr>
<td><em>Festuca roemerii</em></td>
<td>Roemer's fescue</td>
<td>20</td>
</tr>
<tr>
<td><em>Achillea millefolium</em></td>
<td>yarrow</td>
<td>5</td>
</tr>
<tr>
<td><em>Eriophyllum lanatum</em></td>
<td>Oregon sunshine</td>
<td>5</td>
</tr>
<tr>
<td><em>Eschscholzia californica</em></td>
<td>California poppy</td>
<td>3</td>
</tr>
</tbody>
</table>
Table 3 - 7: Native Basic Biofiltration Swale Seed Mix represents a mix appropriate for intermittently wet areas.

**Table 3 - 7: Native Basic Biofiltration Swale Seed Mix**

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Percent by Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Lupinus bicolor</em></td>
<td>bicolor lupine</td>
<td>6</td>
</tr>
<tr>
<td><em>Solidago canadensis</em></td>
<td>Canada goldenrod</td>
<td>3</td>
</tr>
<tr>
<td><strong>annuals</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Clarkia amoena</em></td>
<td>farewell to spring</td>
<td>5</td>
</tr>
<tr>
<td><em>Gilia capitata</em></td>
<td>globe gilia</td>
<td>3</td>
</tr>
</tbody>
</table>

Table 3 - 8: Native Wet Biofiltration Swale Seed Mix represents a mix appropriate for wet areas that are not regulated wetlands.

- Apply this mix at a rate of 60 pounds per acre.

**Table 3 - 8: Native Wet Biofiltration Swale Seed Mix**

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Percent by Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Beckmannia syzigachne</em></td>
<td>American slough grass</td>
<td>5</td>
</tr>
<tr>
<td><em>Danthonia californica</em></td>
<td>California oat grass</td>
<td>5</td>
</tr>
<tr>
<td><em>Deschampsia caespitosa</em></td>
<td>tufted hairgrass</td>
<td>15</td>
</tr>
<tr>
<td><em>Elymus glaucus</em></td>
<td>blue wildrye</td>
<td>30</td>
</tr>
<tr>
<td><em>Glyceria occidentalis</em></td>
<td>western mannagrass</td>
<td>15</td>
</tr>
<tr>
<td><em>Hordeum brachyantherum</em></td>
<td>meadow barley</td>
<td>30</td>
</tr>
</tbody>
</table>
1.7.4 Maintenance Standards

- Reseed any seeded areas that fail to establish at least 75 percent cover within 6 weeks from the initial seeding (100 percent cover for areas that receive sheet or concentrated flows). If reseeding is ineffective, use an alternate method, such as sodding, mulching, or nets/blankets. If winter weather prevents adequate grass growth, this time limit may be relaxed at the discretion of the City.

- After adequate cover is achieved, reseed and protect with mulch any areas that experience erosion. If the erosion problem is stormwater and surface water related, the problem shall be fixed and the eroded area reseeded and protected by mulch.

- Water seeded areas if necessary. Watering shall not cause runoff.
### 1.17 BMP C140: Dust Control

#### 1.17.1 Purpose
Dust control prevents wind transport of dust from disturbed soil surfaces.

#### 1.17.2 Conditions of Use
Use dust control practices in areas (including roadways) subject to surface and air movement of dust where onsite and offsite impacts to streets, the stormwater system, or receiving waterbodies are likely.

#### 1.17.3 Design and Installation Specifications
- Vegetate or mulch areas that will not receive vehicle traffic. In areas where planting, mulching, or paving is impractical, apply gravel or landscaping rock.
- Limit dust generation by clearing only to those areas where immediate activity will take place, leaving the remaining area(s) in the original condition, if stable. Maintain the original ground cover as long as practical.
- Construct natural or artificial windbreaks or windscreens. These may be designed as enclosures for small dust sources.
- Sprinkle the site with water until surface is wet. Repeat as needed. To prevent carryout of mud onto street, refer to Stabilized Construction Entrance (BMP C105: Stabilized Construction Entrance/Exit).
- Irrigation water can be used for dust control. Install irrigation systems as a first step on sites where dust control is a concern.
- Spray exposed soil areas with a dust palliative, following the manufacturer’s instructions and cautions regarding handling and application. Used oil is prohibited from use as a dust suppressant.
- PAM (BMP C127: Polyacrylamide for Soil Erosion Protection) added to water at a rate of 2/3 pounds per 1,000 gallons of water per acre and applied from a water truck is more effective than water alone. This is due to the increased infiltration of water into the soil and reduced evaporation. In addition, small soil particles are bonded together and are not as easily transported by wind. Adding PAM may actually reduce the quantity of water needed for dust control. There are concerns with the proper use of PAM, refer to BMP C127: Polyacrylamide for Soil Erosion Protection for more information on PAM application. PAM use requires COT approval.
- Lower speed limits. High vehicle speed increases the amount of dust stirred up from unpaved roads and lots.
- Upgrade the road surface strength by improving particle size, shape, and mineral types that make up the surface and base materials.
- Add surface gravel to reduce the source of dust emission. Limit the amount of fine particles to 10 to 20 percent.
- Use geotextile fabrics to increase the strength of new roads or roads undergoing reconstruction.
- Encourage the use of alternate, paved routes, if available.
- Restrict use of paved roadways by tracked vehicles and heavy trucks to prevent damage to road surfaces and bases.
• Apply chemical dust suppressants using the admix method, blending the product with the
top few inches of surface material. Suppressants may also be applied as surface
treatments.
• Pave unpaved permanent roads and other trafficked areas.
• Use vacuum street sweepers.
• Remove mud and other dirt promptly so it does not dry and then turn into dust.
• Limit dust-causing work on windy days.
• Contact the Puget Sound Clean Air Agency for guidance and training on other dust
control measures. Compliance with the Puget Sound Clean Air Agency’s
recommendations/requirements constitutes compliance with this BMP.

1.17.4 Maintenance Standards
Evaluate the potential for dust generation frequently during dry periods. Complete the actions
outlined above as needed to limit the dust.

Any dust which leaves the site must be cleaned immediately.
1.19 BMP C151: Concrete Handling

1.19.1 Purpose

Concrete work can generate process water and slurry that contain fine particles and high pH, both of which can violate water quality standards in the receiving water. Concrete spillage or concrete discharge to waters of the State is prohibited. Use this BMP to minimize and eliminate concrete, concrete process water, and concrete slurry from entering waters of the State.

1.19.2 Conditions of Use

Utilize these management practices any time concrete is used.

Concrete construction projects include, but are not limited to, the following:

- Curbs
- Sidewalks
- Roads
- Bridges
- Foundations
- Floors
- Runways

Disposal options for concrete, in order of preference are:

1. Offsite disposal
2. Concrete washout areas
3. De minimus washout to formed areas awaiting concrete

1.19.3 Design and Installation Specifications

- Wash concrete truck drums at an approved offsite location or in designated concrete washout areas only.
  - Return unused concrete remaining in the truck and pump to the originating batch plant for recycling. Do not dump excess concrete onsite, except in designated concrete washout areas as allowed in BMP C154: Concrete Washout Area.
- Do not wash out concrete trucks onto the ground (including formed areas awaiting concrete), or into the stormwater conveyance system, open ditches, streets, or streams.
- Wash small concrete handling equipment (e.g. hand tools, screeds, shovels, rakes, floats, trowels, and wheelbarrows) into designated concrete washout areas or into formed areas awaiting concrete pour.
- At no time shall concrete be washed off into the footprint of an area where an infiltration feature will be installed.
- Wash equipment difficult to move, such as concrete paving machines, in areas that do not directly drain to natural or constructed stormwater conveyance or potential infiltration areas.
• Do not allow washwater from areas, such as concrete aggregate driveways, to discharge directly (without detention or treatment) to natural or constructed stormwater conveyances.

• Contain washwater and leftover product in a lined container when no designated concrete washout areas (or formed areas, allowed as described above) are available. Dispose of contained concrete and concrete washwater (process water) properly. Always use forms or solid barriers for concrete pours within 15-feet of surface waters.

• Refer to BMP C252: Treating and Disposing of High pH Water and BMP C253: Portable Sediment Tank for pH adjustment requirements.

• Refer to the Construction Stormwater General Permit for pH monitoring requirements if the project involves one of the following activities:
  ◦ Significant concrete work (as defined in the Construction Stormwater General Permit).
  ◦ The use of engineered soils amended with (but not limited to) Portland cement-treated base, cement kiln dust or fly ash.
  ◦ Discharging stormwater to segments of water bodies on the 303(d) list (Category 5) for high pH.

1.19.4 Maintenance Standards

Containers shall be checked for holes in the liner daily during concrete pours and repaired the same day.
1.23 BMP C160: Erosion and Sediment Control Lead

1.23.1 Purpose
The project proponent must designate at least one person as the responsible representative in charge of erosion and sediment control (ESC) and water quality protection. The designated person shall be the erosion and sediment control (ESC) lead, who is responsible for ensuring compliance with all local, state, and federal erosion and sediment control and water quality requirements.

1.23.2 Conditions of Use
- An erosion and sediment control contact is required for all project sites.
- A certified erosion and sediment control lead (CESCL) or certified professional in erosion and sediment control (CPESC) is required on projects that include, but are not limited to:
  - Construction activity that disturbs one acre of land or more.
- Projects disturbing less than one acre must have an Erosion Sediment Control Lead (ESC) conduct inspections. The ESC Lead does not have to have CESCL or CPESC certification.
- The CESCL, CPESC, or ESC Lead shall be identified in the SWPPP and shall be onsite or on-call at all times.
- The CESCL, CPESC, or ESC Lead must be knowledgeable in the principles and practices of erosion and sediment control and have the skills to assess:
  - Site conditions and construction activities that could impact the quality of stormwater.
  - Effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

1.23.3 Specifications
- The CESCL lead shall:
  - Have a current certified erosion and sediment control lead (CESCL) certificate proving attendance in an erosion and sediment control training course that meets the minimum ESC training and certification requirements established by Ecology.
- For additional information concerning the Certified Professional in Erosion and Sediment Control program please go to https://envirocertintl.org/cpesc/.
- The ESC lead shall have authority to act on behalf of the contractor or developer and shall be available, on call, 24 hours per day throughout the period of construction.
- The Construction SWPPP shall include the name, telephone number, email, and address of the designated ESC lead.
- An ESC lead may provide inspection and compliance services for multiple construction projects in the same geographic region.
- Duties and responsibilities of the ESC lead shall include, but are not limited to, the following:
  - Inspecting all areas disturbed by construction activities, all BMPs and all locations where runoff leaves the site at least once every calendar week and within 24 hours of
any discharge from the site. The ESC lead may reduce the inspection frequency for temporary stabilized, inactive sites to monthly.

- Examining stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen.
- Evaluating the effectiveness of BMPs.
- Maintaining a permit file onsite at all times which includes the SWPPP and any associated permits and plans.
- Directing BMP installation, inspection, maintenance, modification, and removal.
- Updating all project drawings and the Construction SWPPP with changes made.
- Keeping daily logs and inspection reports. Inspection reports should include:
  - Inspection date/time.
  - Weather information, general conditions during inspection, and approximate amount of precipitation since the last inspection.
  - A summary or list of all BMPs implemented, including observations of all erosion/sediment control structures or practices. The following shall be noted:
    - Locations of BMPs inspected,
    - Locations of BMPs that need maintenance,
    - Locations of BMPs that failed to operate as designed or intended, and
    - Locations where additional or different BMPs are required.
  - Visual monitoring results, including a description of discharged stormwater. The presence of suspended sediment, turbid water, discoloration, and oil sheen shall be noted, as applicable.
  - Any water quality monitoring performed during inspection.
  - General comments and notes, including a brief description of any BMP repairs, maintenance, or installations made as a result of the inspection.
- Facilitate, participate in, and take corrective actions resulting from inspections performed by outside agencies or the owner.
- Keep an inventory of equipment onsite.
1.34 BMP C209: Outlet Protection

1.34.1 Purpose
Outlet protection prevents scour at conveyance outlets and minimizes the potential for downstream erosion by reducing the velocity of concentrated stormwater flows.

1.34.2 Conditions of Use
Outlet protection is required at stormwater system outlets.

1.34.3 Design and Installation Specifications
- Protect the receiving channel at the outlet of a culvert from erosion by rock lining a minimum of 6 feet downstream and extending rock lining up the channel sides a minimum of 1–foot above the maximum tailwater elevation or 1–foot above the crown, whichever is higher. For large pipes (more than 18 inches in diameter), the outlet protection lining of the channel is lengthened to four times the diameter of the culvert.
- See A400: Outfall Systems for permanent outlet protection.
- Organic or synthetic erosion blankets, with or without vegetation, may be, cheaper, and easier to install than rock. Materials can be chosen using manufacturer product specifications. ASTM test results are available for most products and the designer can choose the correct material for the expected flow.
- With low flows, vegetation (including sod) can be effective.
- Use the following guidelines for riprap outlet protection:
  - If the discharge velocity at the outlet is less than 5 feet per second (pipe slope less than 1 percent), use 2-inch to 8-inch riprap. Minimum thickness is 1-foot.
  - For 5 to 10 feet per second discharge velocity at the outlet (pipe slope less than 3 percent), use 24-inch to 4-foot riprap. Minimum thickness is 2 feet.
  - For outlets at the base of pipes with slopes greater than 10%, an engineered energy dissipater shall be used.
- Always use filter fabric or erosion control blankets under riprap to prevent scour and channel erosion.
- Bank stabilization, bioengineering, and habitat features may be required for disturbed areas. This work may require a Hydraulic Project Approval (HPA) from the Washington State Department of Fish and Wildlife.

1.34.4 Maintenance Standards
- Inspect and repair as needed.
- Add rock as needed to maintain the intended function.
- Clean energy dissipater if sediment builds up.
1.35 BMP C220: Stormwater System Inlet Protection

1.35.1 Purpose
To prevent coarse sediment from entering stormwater systems prior to permanent stabilization of the disturbed area.

1.35.2 Conditions of Use
- Use where inlets are to be made operational before permanent stabilization of the disturbed area.
- Provide protection for all stormwater system inlets downslope and within 500 feet of a disturbed or construction area, unless those inlets are preceded by another sediment trapping device.
- Table 3 - 11: Stormwater System Inlet Protection lists several options for inlet protection. All of the methods for stormwater system inlet protection are prone to plugging and require a high frequency of maintenance. Contributing areas should be limited to 1 acre or less. Emergency overflows may be required where stormwater ponding would cause a hazard. If an emergency overflow is provided, additional end-of-pipe treatment may be required.

Table 3 - 11: Stormwater System Inlet Protection

<table>
<thead>
<tr>
<th>Type of Inlet Protection</th>
<th>Emergency Overflow</th>
<th>Applicable for Paved/Earthen Surfaces</th>
<th>Conditions of Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excavated drop inlet protection</td>
<td>Yes, temporary flooding will occur</td>
<td>Earthen</td>
<td>Applicable for heavy flows. Easy to maintain. Large area requirement: 30’ x 30’ per acre.</td>
</tr>
<tr>
<td>Block and gravel drop filter</td>
<td>Yes</td>
<td>Paved or earthen</td>
<td>Applicable for heavy concentrated flows. Will not pond.</td>
</tr>
<tr>
<td>Gravel and mesh filter</td>
<td>No</td>
<td>Paved</td>
<td>Applicable for heavy concentrated flows. Will pond. Can withstand traffic.</td>
</tr>
<tr>
<td>Catch basin filters</td>
<td>Yes</td>
<td>Paved or earthen</td>
<td>Frequent maintenance required.</td>
</tr>
<tr>
<td>Curb inlet protection with a wooden weir</td>
<td>Small capacity overflow</td>
<td>Paved</td>
<td>Used for sturdy, more compact installation.</td>
</tr>
<tr>
<td>Block and gravel curb inlet protection</td>
<td>Yes</td>
<td>Earthen</td>
<td>Sturdy, but limited filtration.</td>
</tr>
<tr>
<td>Culvert inlet sediment trap</td>
<td></td>
<td></td>
<td>18-month expected life.</td>
</tr>
</tbody>
</table>

1.35.3 Design and Installation Specifications

Excavated Drop Inlet Protection
- An excavated impoundment around the inlet. Sediment settles out of the stormwater prior to entering the stormwater conveyance system..
• Provide depth of 1 to 2 feet, as measured from the crest of the inlet structure.
• Slope sides of excavation no steeper than 2H:1V.
• Minimum volume of excavation 35 cubic yards.
• Shape excavation to fit site with longest dimension oriented toward the longest inflow area.
• Install provisions for collection and conveyance to prevent standing water problems.
• Clear the area of all debris.
• Grade the approach to the inlet uniformly.
• Drill weep holes into the side of the inlet.
• Protect weep holes with screen wire and washed aggregate.
• Seal weep holes when removing structure and stabilizing area.
• It may be necessary to build a temporary dike to the down slope side of the structure to prevent bypass flow.

**Block and Gravel Filter**

• A block and gravel filter is a barrier formed around the stormwater system inlet with standard concrete blocks and gravel. See Figure 3 - 17: Drop Inlet with Block and Gravel Filter.
• Provide a height 1 to 2 feet above inlet.
• Recess the first row 2 inches into the ground for stability.
• Support subsequent courses by placing a piece of 2x4 lumber through the block opening.
• Do not use mortar.
• Lay some blocks in the bottom row on their side for dewatering the pool.
• Place hardware cloth or comparable wire mesh with ½-inch openings over all block openings.
• Place gravel just below the top of blocks on slopes of 2H:1V or flatter.
• An alternative design is a gravel berm surrounding the inlet with the following characteristics:
  ◦ Provide an inlet slope of 3H:1V.
  ◦ Provide an outlet slope of 2H:1V.
  ◦ Provide a 1-foot wide level stone area between the structure and the inlet.
  ◦ Use inlet slope stones 3 inches in diameter or larger.
  ◦ For outlet slope use gravel ½- to ¾-inch at a minimum thickness of 1-foot.

**Gravel and Wire Mesh Filter**

• A gravel and wire mesh filter is a gravel barrier placed over the top of the inlet (see ). This structure does not provide an overflow.
• Use a hardware cloth or comparable wire mesh with 1/2-inch openings.
Place wire mesh over the drop inlet so that the wire extends a minimum of 1-foot beyond each side of the inlet structure.

Overlap the strips if more than one strip of mesh is necessary.

Place coarse aggregate over the wire mesh.

Provide at least a 12-inch depth of aggregate over the entire inlet opening and extend at least 18-inches on all sides.

**Catch Basin Filters**

- Inserts (Figure 3-19: Catch Basin Filter) shall be designed by the manufacturer for use at construction sites. The limited sediment storage capacity increases the frequency of inspection and maintenance required, which may be daily for heavy sediment loads. The maintenance requirements can be reduced by combining a catch basin filter with another type of inlet protection. This type of inlet protection provides flow bypass without overflow and therefore may be a better method for inlets located along active rights-of-way.

- Provide a minimum of 5 cubic feet of storage.

- Requires dewatering provisions.

- Provide a high-flow bypass that will not clog under normal use at a construction site.

- The catch basin filter is inserted in the catch basin just below the grating.
NOTE:
1. DROP INLET SEDIMENT BARRIERS ARE TO BE USED FOR SMALL, NEARLY LEVEL DRAINAGE AREAS. (LESS THAN 5%)  
2. EXCAVATE A BASIN OF SUFFICIENT SIZE ADJACENT TO THE INLET.  
3. THE TOP OF THE STRUCTURE (POND HEIGHT) MUST BE WELL BELOW THE GROUND ELEVATION DOWNSLOPE TO PREVENT RUNOFF FROM BYPASSING THE INLET. A TEMPORARY DIKE MAY BE NECESSARY ON THE DOWNSLOPE SIDE OF THE STRUCTURE.

*Figure 3 - 17: Drop Inlet with Block and Gravel Filter*
Figure 3 - 18: Gravel and Wire Mesh Filter

WARNING: DO NOT USE IN STREET OR R.O.W.
INLET PROTECTION NOTES:

1. FILTERS SHALL BE INSPECTED AFTER EACH STORM EVENT AND CLEANED OR REPLACED WHEN 1/3 FULL.

Figure 3 - 19: Catch Basin Filter
**Curb Inlet Protection with Wooden Weir**

Barrier formed around a curb inlet with a wooden frame and gravel.

- Use wire mesh with ½-inch openings.
- Use extra strength filter cloth.
- Construct a frame.
- Attach the wire and filter fabric to the frame.
- Pile coarse washed aggregate against the wire and fabric.
- Place weight on frame anchors.

**Block and Gravel Curb Inlet Protection**

Barrier formed around an inlet with concrete blocks and gravel. See Figure 3 - 20: Block and Gravel Curb Inlet Protection.

- Use wire mesh with ½-inch openings.
- Place two concrete blocks on their sides abutting the curb at either side of the inlet opening. These are spacer blocks.
- Place a 2x4 stud through the outer holes of each spacer block to align the front blocks.
- Place blocks on their sides across the front of the inlet and abutting the spacer blocks.
- Place wire mesh over the outside vertical face.
- Pile coarse aggregate against the wire to the top of the barrier.
NOTE:
1. USE BLOCK AND GRAVEL TYPE SEDIMENT BARRIER WHEN CURB INLET IS LOCATED IN GENTLY SLOPING STREET SEGMENT, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. BARRIER SHALL ALLOW FOR OVERFLOW FROM SEVERE STORM EVENT.
3. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

Figure 3 - 20: Block and Gravel Curb Inlet Protection
Curb and Gutter Sediment Barrier

Sandbag or rock berm (riprap and aggregate) 3 feet high and 3 feet wide in a horseshoe shape. See Figure 3 - 21: Curb and Gutter Sediment Barrier.

- Construct a horseshoe shaped berm, faced with coarse aggregate if using riprap, 3 feet high and 3 feet wide, at least 2 feet from the inlet.
- Construct a horseshoe shaped sedimentation trap on the outside of the berm sized to sediment trap standards for protecting a culvert inlet.

1.35.4 Maintenance Standards

- Inspect inlet protection frequently, especially after storm events. If the insert becomes clogged, clean or replace it.
- For systems using stone filters: If the stone filter becomes clogged with sediment, the stones must be pulled away from the inlet and cleaned or replaced. Since cleaning of gravel at a construction site may be difficult, an alternative approach would be to use the clogged stone as fill and put fresh stone around the inlet.
- Do not wash sediment into the stormwater system while cleaning. Spread all excavated material evenly over the surrounding land area or stockpile and stabilize as appropriate.
- Do not allow accumulated sediment to enter the stormwater system.
- Inlet protection shall be removed when area is fully stabilized and erosion and sediment controls are no longer needed.
Figure 3 - 21: Curb and Gutter Sediment Barrier

NOTES:
1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. SANDBAGS OF EITHER BURLAP OR WOVEN ‘GEOTEXTILE’ FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY.
3. LEAVE A ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW.
4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.
1.40 BMP C235: Wattles

1.40.1 Purpose

Wattles are temporary erosion and sediment control barriers consisting of straw, compost or other material that is wrapped in netting made of natural plant fiber or similar encasing material. They reduce the velocity and can spread the flow of rill and sheet runoff, and can capture and retain sediment.

1.40.2 Conditions of Use

- Wattles shall consist of cylinders of plant material such as weed-free straw, coir, wood chips, excelsior, or wood fiber or shavings encased within netting made of natural plant fibers unaltered by synthetic materials.
- Use wattles
  - In disturbed areas that require immediate erosion protection.
  - On exposed soils during the period of short construction delays, or over winter months.
  - On slopes requiring stabilization until permanent vegetation can be established.
- The material used dictates the effectiveness period of the wattle. Generally, wattles are effective for one to two seasons.
- Prevent rilling beneath wattles by entrenching and overlapping wattles to prevent water from passing between them.

1.40.3 Design Criteria

- See Figure 3 - 25: Straw Wattles for typical construction details.
- Wattles are typically 8 to 10 inches in diameter and 25 to 30 feet in length.
- Install wattles perpendicular to the flow direction and parallel to the slope contour.
- Place wattles in shallow trenches, staked along the contour of disturbed or newly constructed slopes. Dig narrow trenches across the slope (on contour) to a depth of 3 to 5 inches on clay soils and soils with gradual slopes. On loose soils, steep slopes, and areas with high rainfall, dig the trenches to a depth of 5 to 7 inches, or 1/2 to 2/3 of the thickness of the wattle.
- Start building trenches and installing wattles from the base of the slope and work up. Spread excavated material evenly along the uphill slope and compact it using hand tamping or other methods.
- Construct trenches at contour intervals of 10-to 25- feet apart depending on the steepness of the slope, soil type, and rainfall. The steeper the slope the closer together the trenches.
- Install the wattles snugly into the trenches and overlap the ends of adjacent wattles 12 inches behind one another.
- Install stakes at each end of the wattle, and at 4-foot centers along entire length of wattle.
- If required, install pilot holes for the stakes using a straight bar to drive holes through the wattle and into the soil.
• Wooden stakes should be approximately 0.75 x 0.75 x 24 inches min. Live cuttings or 3/8-inch rebar can also be used for stakes.
• Stakes should be driven through the middle of the wattle, leaving 2 to 3 inches of the stake protruding above the wattle.

1.40.4 Maintenance Standards

• Wattles may require maintenance to ensure they are in contact with soil and thoroughly entrenched, especially after significant rainfall on steep sandy soils.
• Inspect the slope after significant storms and repair any areas where wattles are not tightly abutted or water has scoured beneath the wattles.
**STRAW WATTLE ROLLS**

**NOT TO SCALE**

**Figure 3 - 25: Straw Wattles**

- **STRAW ROLLS MUST BE PLACED ALONG SLOPE CONTOURS**
- **ADJACENT ROLLS SHALL TIGHTLY ABUT**
- **SPACING DEPENDS ON SOIL TYPE AND SLOPE STEEPNESS**
- **SEDIMENT, ORGANIC MATTER, AND NATIVE SEEDS ARE CAPTURED BEHIND THE ROLLS.**
- **LIVE STAKE**
- **3"-5" (75-125mm)**
- **8"-10" DIA. (200-250mm)**
- **1" X 1" STAKE (25 x 25mm)**

**NOTE:**

1. STRAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, 3"-5" (75-125mm) DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL.
Limited Hazardous Materials Summary Report

1129 Dock Street
Tacoma, WA 98402

Prepared for:
City of Tacoma, Public Works Department
Facilities Management Division
747 Market Street, Room 744
Tacoma, WA 98402

September 30, 2022
PBS Project No. 41286.032
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APPENDICES

APPENDIX A: PLM Bulk Sampling Information
PLM Bulk Sample Inventory
PLM Bulk Sample Laboratory Data Sheets and Chain of Custody Documentation

APPENDIX B: AA Lead Paint Chip Sampling Information
AA Lead Paint Chip Sample Inventory
AA Lead Paint Chip Laboratory Data Sheets and Chain of Custody Documentation

APPENDIX C: Certifications

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1 INTRODUCTION

1.1 Project Background
PBS Engineering and Environmental, Inc. (PBS) performed a limited hazardous materials survey of a property located at 1129 Dock Street, Tacoma, Washington in conjunction with the planned demolition of the structure. The intent of this investigation is to ensure this City of Tacoma property is in compliance with applicable regulatory requirements that a “good faith inspection” for asbestos-containing materials be performed prior to demolition activities.

At the request of City of Tacoma, Facilities Management Division, all accessible areas were inspected for the presence of asbestos-containing materials (ACMs), lead-containing paint (LCPs), mercury-containing components, and PCB-containing light ballasts.

1.2 Building Descriptions
The building located at 1129 Dock Street is a slab-on-grade wood-framed structure. Interior spaces generally consist of open high bay storage areas and office areas. Interior finishes consist of concrete and carpet flooring, wood panel and terracotta walls, and 1’x1’ acoustical ceiling tiles and open to structure ceilings. Exterior walls are wood with wood framed windows and doors. The south roof consists of two lower flat sections and one upper flat section of built-up roofing on wood decks. The north roof consists of two lower pitched roofs and one upper pitched roof with corrugated metal panels on wood decks.

Heating is provided by ceiling mounted unit heaters.

1.3 Survey Process
All accessible areas were inspected by AHERA Certified Building Inspector Ryan Hunter (Cert. #IRO-22-7254B, expiration 2/10/2023) and Toan Nguyen (Cert. No. IR-22-9206B, Exp. 3/23/2023) in August of 2022. PBS endeavored to inspect all accessible areas of the scope of work. Inaccessible areas consist of those requiring selective demolition, fall protection, or confined space entry protocols in order to gain access.

When observed, suspect materials were sampled. All samples were assigned a unique identification number and transmitted for analysis to NVL Laboratories, Inc. (NVLAP #102063-0) under chain-of-custody protocols. Samples were analyzed according to EPA Method 600R-93/116 using Polarized Light Microscopy (PLM), which has a reliable limit of quantification of 1% asbestos by volume. Information regarding the type and location of sampled materials can be found on the attached PLM Sample Inventory located in Appendix A.

Suspect ACMs may exist in inaccessible areas. PBS endeavored to determine the presence and estimate the condition of suspect materials in all inaccessible areas included in the scope of work. While PBS has endeavored to identify the ACMs that may be found in concealed locations, additional unidentified ACMs may exist.

2 FINDINGS

2.1 Asbestos-Containing Materials (ACMs)
The following materials were samples and found to contain ≥1% asbestos:

- Gray sealant – Parapet cap seams – approx. 64 LF
- Built-up asphaltic roof patching material – Lower North Roof and South Roof Parapet Connection – approx. 140 SF
- Built-up asphaltic roofing and parapet roofing – Lower South Roofs and Upper Roof – 8,300 SF
The following materials were sampled and found not to contain detectable concentrations of asbestos:

- Yellow/brown flooring material – South building, office space
- Gray flooring material, paint – Near east wall, interior
- Concrete slab filler – Near doorway to north building
- 6x6" terracotta and associated mortar – South building, south wall – interior
- Vapor barrier, South building – East wall, interior
- Vapor barrier, North building – North elevation, exterior
- Sealant material, windowsill – South building, East wall – interior
- Window putty – Lower north office space
- Window putty – Upper north office space
- Window putty, exterior – North building, North elevation
- Window putty, exterior – South building, East elevation
- Black sealant - South building, West elevation – roof edge
- Tack-on ceiling tile – South building, office space
- Ceiling tile associated mastic – Upper north office
- Tar gutter/ storm drain – North building

For a complete listing of representative bulk sampling and associated laboratory analysis, refer to the Attachments.

### 2.2 Lead-Containing Components

Eight (8) representative painted coatings were sampled for lead content. The samples were assigned unique identification numbers and transmitted to NVL Laboratories, Inc. (AIHA IH #102063-0) in Seattle, Washington under chain-of-custody protocols for analysis using Flame Atomic Absorption.

The following painted coatings were sampled and found to contain lead:

- White paint on wooden beam – eastern interior wall – 0.022% lead
- White paint on wooden wall – southern interior wall – 0.038% lead
- White paint on terracotta wall – southern interior wall – 0.013% lead
- Green paint on wooden wall – exterior – 1.5% lead
- Gray paint on concrete floor – central interior area – 0.0400% lead
- Red paint on wooden column – near central interior area – 0.0430 lead
- White paint on wooden column – near central interior area – 0.80% lead
- Green paint on wooden siding – eastern exterior – 3.2% lead

Factory coatings exist on equipment, structural components, premanufactured parts, etc. and are presumed to contain low concentrations of lead. Consider any painted coatings that have not been tested to be lead-containing.

Refer to the attachments for an inventory of paint samples collected and associated laboratory analysis.

### 2.3 Mercury-Containing Components

All fluorescent light tubes are presumed to contain mercury. PBS quantified the number of fluorescent tubes for the purposes of mercury vapor recovery prior to demolition activities.

- Approximately 64 four-foot fluorescent light tubes and 20 eight-foot fluorescent light tubes were identified as part of this survey.
2.4 PCB-Containing Components
PBS inspected representative fluorescent light fixture ballasts throughout the building to be impacted by the planned demolition.

- Fluorescent light fixtures throughout the building were inspected and found to contain electronic ballasts. Electronic ballasts do not contain suspect PCB oils.

3 RECOMMENDATIONS

3.1 ACMs
PBS recommends that all ACMs that may be impacted by planned renovations be removed prior to construction activities, or impacted, only by a qualified Washington State licensed asbestos abatement contractor according to applicable local, state and federal regulations.

The possibility exist that suspect ACM may be present at concealed locations in wall and ceiling cavities, within HVAC equipment and potentially in other select concealed areas. These may include, but are not limited to waterproofing membranes, vapor barriers, internal gasketing, mastics, caulking, and sealants on HVAC equipment, construction adhesives, electrical insulators, below grade pipe covering and insulation.

In the event that suspect ACMs not included in this report are encountered during construction, contractors should stop work immediately and inform the Owner promptly for confirmation testing. All untested materials should be presumed asbestos-containing or tested for asbestos content prior to impact.

3.2 Lead-Containing Components
Representative painted coatings were found to contain lead. Impact of painted surfaces with detectable concentrations of lead requires construction activities to be performed according to Washington Labor and Industries regulations for Lead in Construction. Impact of painted surfaces with detectable concentrations of metals in building materials and products requires construction activities to be performed according to Washington Labor and Industries regulations for Lead in Construction (WAC 296-155-176). These regulations require worker training, personal protection, air monitoring, specific work practices, housekeeping and disposal.

Painted coatings may exist in inaccessible areas of the work area or in secondary coatings. Any previously unidentified painted coatings should be considered lead containing until sampled and proven otherwise. Dust control and housekeeping is crucial in preventing worker and occupant exposures.

3.3 Mercury-Containing Components
Fluorescent lamps are known to contain mercury and mercury vapors. All fluorescent lamps are presumed to be mercury-containing. PBS recommends that all fluorescent lamps be carefully handled and recycled/disposed of in accordance with the contract documents and applicable regulations during demolition activities. Breakage of lamps should be avoided to prevent potential exposures to mercury. Washington Department of Safety and Health requires specific training, handling, engineering controls and disposal practices when performing this work. All waste shall be handled in accordance with WAC 173-303.
3.4 PCB-Containing Components
PBS recommends all light ballasts be inspected prior to disposal. Magnetic ballasts should be presumed to contain PCBs and properly removed, stored, transported and disposed of in accordance with Washington Administrative Code (WAC) 173-303 Dangerous Waste Regulations and 40 CFR Part 761 Subpart D. Electronic ballasts do not contain PCB's and can be disposed of as general debris in compliance with applicable codes and endpoint facility requirements.

Report prepared by: Toan Nguyen
AHERA Building Inspector
Cert. # IR-22-9206B, expiration 3/23/2023

Report reviewed by: Ryan Hunter
Project Manager / AHERA Building Inspector
Cert. No. IRO-22-7254B Exp. 02/10/2023
APPENDIX A

PLM Bulk Sampling Information
PLM Bulk Sample Inventory
PLM Bulk Sample Laboratory Data Sheets
PLM Bulk Sample Chain of Custody Documentation
PLM ASBESTOS SAMPLE INVENTORY

<table>
<thead>
<tr>
<th>PBS Sample #</th>
<th>Material Type</th>
<th>Sample Location</th>
<th>Lab Description</th>
<th>Lab Result</th>
<th>Lab</th>
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</thead>
</table>
| 41286.032 -PLM01 | Flooring material         | South building – office space | Layer 1: White brittle material  
Yellow residue  
Brown residue | NAD | SAT |
| 41286.032 -PLM02 | Gray flooring material – paint | South building east area | Layer 1: Gray sandy/ brittle material with paint | NAD | SAT |
| 41286.032 -PLM03 | Concrete slab filler      | Near doorway to north building | Layer 1: Gray sandy/ brittle material with paint | NAD | SAT |
| 41286.032 -PLM04 | 6"x6" terracotta mortar   | South building – south wall | Layer 1: Red sandy/ brittle material  
Layer 2: Gray sandy/ brittle material | NAD | SAT |
| 41286.032 -PLM05 | Vapor barrier             | South building – East wall | Layer 1: Black asphaltic material with sand | NAD | SAT |
| 41286.032 -PLM06 | Vapor barrier             | North building – North elevation – | Layer 1: Black asphaltic material | NAD | SAT |
| 41286.032 -PLM07 | Sealant material – windowsill | South building – East wall | Layer 1: White brittle material | NAD | SAT |
| 41286.032 -PLM08 | Window putty              | Lower north interior office space | Layer 1: Beige brittle material with paint | NAD | SAT |
| 41286.032 -PLM09 | Window putty              | Upper north interior office space | Layer 1: Beige brittle material with paint | NAD | SAT |
| 41286.032 -PLM10 | Window putty – exterior   | North building – North elevation | Layer 1: Gray brittle material with paint | NAD | SAT |
| 41286.032 -PLM11 | Window putty – exterior   | South building – East elevation | Layer 1: Gray brittle material with paint | NAD | SAT |
| 41286.032 -PLM12 | Gray sealant              | South building – parapet caps | Layer 1: Gray soft material  
3% Chrysotile | SAT | |
| 41286.032 -PLM13 | Black sealant             | South building – roof edge – West | Layer 1: Black soft material | NAD | SAT |
| 41286.032 -PLM14 | 1’x1’ acoustical ceiling tile | South building – office space (nailed on) | Layer 1: Brown fibrous material with paint | NAD | SAT |
| 41286.032 -PLM15 | Ceiling tile              | South building - Upper north office | Layer 1: Brown fibrous material with paint  
Layer 2: Brown mastic | NAD | SAT |

September 20, 2022
NAD - No Asbestos Detected 1 of 3
# PLM ASBESTOS SAMPLE INVENTORY

<table>
<thead>
<tr>
<th>PBS Sample #</th>
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<th>Sample Location</th>
<th>Lab Description</th>
<th>Lab Result</th>
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<td>North building</td>
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<td>Layer 2: Black asphaltic material</td>
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<tr>
<td>41286.032 -PLM19</td>
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<td>South building – Lower west roof</td>
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<td>Layer 5: Brown fibrous material</td>
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September 20, 2022  NAD - No Asbestos Detected  2 of 3
Enclosed please find the test results for the bulk samples submitted to our laboratory for asbestos analysis. Analysis was performed using polarized light microscopy (PLM) in accordance with Test Method US EPA - 40 CFR Appendix E of Part 763, Interim Method of Determination of Asbestos in Bulk Insulation Samples and Test Method US EPA/600/R-93/116.

Percentages for this report are done by visual estimate and relate to the suggested acceptable error ranges by the method. Since variation in data increases as the quantity of asbestos decreases toward the limit of detection, the EPA recommends point counting for samples containing between <1% and 10% asbestos (NESHAP, 40 CFR Part 61). Statistically, point counting is a more accurate method. If you feel a point count might be beneficial, please feel free to call and request one.

The test results refer only to the samples or items submitted and tested. The accuracy with which these samples represent the actual materials is totally dependent on the acuity of the person who took the samples. This report must not be used by the client to claim product certification, approval, or endorsement by Seattle Asbestos Test, LLC, NVLAP, NIST, or any agency of the Federal government. The test report or calibration certificate shall not be reproduced except in full, without written approval of the laboratory. If the sample is inhomogeneous the sub-samples of the components are analyzed separately as layers. This report in its entirety consists of this cover letter, the customer sampling COC or data sheet, and the analytical report which is page numbered.

This report is highly confidential and will not be released without your consent. Samples are archived for 30 days after the analysis, and disposed of as hazardous waste thereafter.

Thank you for using our service and let us know if we can further assist you.

Sincerely,

Zheng

Steve (Fanyao) Zheng
Approved Signatory
## Sample Data Form

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<th>Sample #</th>
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<td>Gray flooring material – paint</td>
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<td>PLM02</td>
<td>Concrete slab filler</td>
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<tr>
<td>PLM03</td>
<td>6x6&quot; terracotta + mortar</td>
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<td>PLM04</td>
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<td>PLM12</td>
<td>Black sealant</td>
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<td>PLM13</td>
<td>Tack-on ceiling tile</td>
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<td>PLM14</td>
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<tr>
<td>PLM15</td>
<td>Tar gutter/ storm drain</td>
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## SAMPLE DATA FORM

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</thead>
<tbody>
<tr>
<td>41286.032-PLM17</td>
<td>Roof – parapet</td>
<td>North building</td>
<td>SAT</td>
</tr>
<tr>
<td>PLM18</td>
<td>Roof – parapet</td>
<td>South building</td>
<td></td>
</tr>
<tr>
<td>PLM19</td>
<td>Building-up roofing</td>
<td>South building – west elevation</td>
<td></td>
</tr>
</tbody>
</table>
# Seattle Asbestos Test

Lynwood Laboratory: 19701 Sutter Lake Road, Suite 103, Lynwood, WA 98036. Tel: 250.673.9610, Fax: 425.673.3916, NVLAP Lab Code: C5262-0

Disclaimer: This report must not be used by the client to claim product certification, approval, or endorsement by Seattle Asbestos Test, LLC, NVLAP, NIST, or any agency of the Federal government.

## Analytical Laboratory Report

**EPA - 40 CFR Appendix E to Subpart E of Part 762**

**Method of the Determination of Asbestos in Bulk Insulation Samples:**

**EPA 600/R-93/116**

**Method for the Determination of Asbestos in Bulk Building Materials**

<table>
<thead>
<tr>
<th>Lab ID</th>
<th>Client Sample ID</th>
<th>Layer</th>
<th>Description</th>
<th>% Asbestos Fibers</th>
<th>Non-fibrous Components</th>
<th>% Non-fibers Fibers</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>41286.032 - PLM01</td>
<td>1</td>
<td>White brittle material</td>
<td>None detected</td>
<td>Filler, Binder</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>Yellow foamy material</td>
<td>None detected</td>
<td>Synthetic foam</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3</td>
<td>Brown fibrous material</td>
<td>None detected</td>
<td>Binder, Filler, Perlite</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>41286.032 - PLM02</td>
<td>1</td>
<td>Gray sandy/brittle material</td>
<td>None detected</td>
<td>Sand, Filler, Binder</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>41286.032 - PLM03</td>
<td>1</td>
<td>Gray hard sandy/brittle material</td>
<td>None detected</td>
<td>Sand, Filler, Binder</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>Red sandly/brittle material</td>
<td>None detected</td>
<td>Sand, Filler, Binder</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>Gray sandy/brittle material</td>
<td>None detected</td>
<td>Sand, Filler, Binder</td>
<td>4</td>
</tr>
<tr>
<td>4</td>
<td>41286.032 - PLM04</td>
<td>1</td>
<td>Black asphatic material with sand</td>
<td>None detected</td>
<td>Asphalt/binder, Sand</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>41286.032 - PLM05</td>
<td>1</td>
<td>Black asphatic fibrous material</td>
<td>None detected</td>
<td>Filler, Asphat, Binder</td>
<td>67</td>
</tr>
<tr>
<td>6</td>
<td>41286.032 - PLM06</td>
<td>1</td>
<td>White brittle material</td>
<td>None detected</td>
<td>Filler, Binder</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>41286.032 - PLM08</td>
<td>1</td>
<td>Beige brittle material</td>
<td>None detected</td>
<td>Filler, Binder, Paint</td>
<td>2</td>
</tr>
<tr>
<td>9</td>
<td>41286.032 - PLM09</td>
<td>1</td>
<td>Beige brittle material</td>
<td>None detected</td>
<td>Filler, Binder, Paint</td>
<td>3</td>
</tr>
<tr>
<td>10</td>
<td>41286.032 - PLM10</td>
<td>1</td>
<td>Gray brittle material with paint</td>
<td>None detected</td>
<td>Filler, Binder, Paint</td>
<td>2</td>
</tr>
<tr>
<td>11</td>
<td>41286.032 - PLM11</td>
<td>1</td>
<td>Gray brittle material with paint</td>
<td>None detected</td>
<td>Filler, Binder, Paint</td>
<td>3</td>
</tr>
<tr>
<td>12</td>
<td>41286.032 - PLM12</td>
<td>1</td>
<td>Gray soft material</td>
<td>3</td>
<td>Chrysotile</td>
<td>Filler, Binder</td>
</tr>
<tr>
<td>13</td>
<td>41286.032 - PLM13</td>
<td>1</td>
<td>Black soft material</td>
<td>None detected</td>
<td>Filler, Binder</td>
<td>4</td>
</tr>
<tr>
<td>14</td>
<td>41286.032 - PLM14</td>
<td>1</td>
<td>Brown fibrous material with paint</td>
<td>None detected</td>
<td>Filler, Paint</td>
<td>90</td>
</tr>
<tr>
<td>15</td>
<td>41286.032 - PLM15</td>
<td>1</td>
<td>Brown fibrous material with paint</td>
<td>None detected</td>
<td>Filler, Paint</td>
<td>89</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>Brown mastic</td>
<td>None detected</td>
<td>Mastic/binder</td>
<td>4</td>
</tr>
<tr>
<td>16</td>
<td>41286.032 - PLM16</td>
<td>1</td>
<td>Black brittle material</td>
<td>None detected</td>
<td>Filler, Binder</td>
<td>2</td>
</tr>
<tr>
<td>17</td>
<td>41286.032 - PLM17</td>
<td>1</td>
<td>Black asphatic material with sand</td>
<td>None detected</td>
<td>Asphalt/binder, Sand</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>Black asphatic material</td>
<td>None detected</td>
<td>Asphalt/binder</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3</td>
<td>Black asphatic material with paint</td>
<td>None detected</td>
<td>Asphalt/binder, Paint</td>
<td>5</td>
</tr>
</tbody>
</table>
### SEATTLE ASBESTOS TEST

**Lyman & Associates, 18701 Saver Lake Road, Suite 130, Lynnwood, WA 98036, Tel: 425.673.9850, Fax: 425.673.9860, NVLAP Lab Code: 202726-0**

Disclaimer: This report must not be used by the client to claim product certification, approval, or endorsement by Seattle Asbestos Test, LLC, NVLAP, NIST, or any agency of the Federal government.

**ANALYTICAL LABORATORY REPORT**


**ALPH:** Ryan Hunter  
**Job:** 41286.032  
**Sample Ref:** 19  
**Sample Loc:** 1129 Dock Street Tacoma  
**Date Received:** 8/29/2022  
**Date Analyzed:** 8/29/2022

<table>
<thead>
<tr>
<th>Lab ID</th>
<th>Client Sample ID</th>
<th>Layer</th>
<th>Description</th>
<th>Asbestos Fiber(s)</th>
<th>Non-fibrous Component(s)</th>
<th>% Non-asbestos Fibers</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>41286.032 - PLM18</td>
<td>1</td>
<td>Black asphaltic material with paint</td>
<td>Chrysotile</td>
<td>Asphalt/binder, Paint</td>
<td>4 Cellulose</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>Silver paint</td>
<td>Chrysotile</td>
<td>Paint, Filler</td>
<td>2 Cellulose</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>Black asphaltic material</td>
<td>None detected</td>
<td>Asphalt/binder</td>
<td>7 Glass fibers</td>
</tr>
<tr>
<td>19</td>
<td>41286.032 - PLM19</td>
<td>3</td>
<td>Black asphaltic material with fibrous material</td>
<td>None detected</td>
<td>Asphalt/binder, Filler</td>
<td>25 Synthetic fibers, Cellulose</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4</td>
<td>Black asphaltic fibrous material</td>
<td>None detected</td>
<td>Filler, Asphalt, Binder</td>
<td>67 Cellulose</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5</td>
<td>Brown fibrous material</td>
<td>None detected</td>
<td>Binder, Filler, Perfil</td>
<td>85 Cellulose</td>
</tr>
</tbody>
</table>
APPENDIX B

AA Lead Paint Chip Sampling Information
AA Lead Paint Chip Sample Inventory
AA Lead Paint Chip Laboratory Data Sheets
AA Lead Paint Chip Chain of Custody Documentation
## AA LEAD PAINT CHIP SAMPLE INVENTORY

<table>
<thead>
<tr>
<th>PBS Sample #</th>
<th>Paint Color / Component or Substrate</th>
<th>Sample Location</th>
<th>Results (mg/kg)</th>
<th>Results (%)</th>
<th>Lab</th>
</tr>
</thead>
<tbody>
<tr>
<td>41286.032 -Pb01</td>
<td>White/wood/beam</td>
<td>South building – east wall</td>
<td>220</td>
<td>0.022</td>
<td>NVL</td>
</tr>
<tr>
<td>41286.032 -Pb02</td>
<td>White/wood/wall</td>
<td>North building – south wall</td>
<td>3800</td>
<td>0.38</td>
<td>NVL</td>
</tr>
<tr>
<td>41286.032 -Pb03</td>
<td>White/terracotta/wall</td>
<td>South building – southern wall – interior</td>
<td>130</td>
<td>0.013</td>
<td>NVL</td>
</tr>
<tr>
<td>41286.032 -Pb04</td>
<td>Green/wood/wall</td>
<td>North building – exterior</td>
<td>15000</td>
<td>1.5</td>
<td>NVL</td>
</tr>
<tr>
<td>41286.032 -Pb05</td>
<td>Gray/concrete/floor</td>
<td>North building – central</td>
<td>400</td>
<td>0.040</td>
<td>NVL</td>
</tr>
<tr>
<td>41286.032 -Pb06</td>
<td>Red/wood/column</td>
<td>South building – column near central</td>
<td>430</td>
<td>0.043</td>
<td>NVL</td>
</tr>
<tr>
<td>41286.032 -Pb07</td>
<td>White/wood/column</td>
<td>South building – column near central</td>
<td>8000</td>
<td>0.80</td>
<td>NVL</td>
</tr>
<tr>
<td>41286.032 -Pb08</td>
<td>Green/wood/siding</td>
<td>North building – east elevation</td>
<td>32000</td>
<td>3.2</td>
<td>NVL</td>
</tr>
</tbody>
</table>

*mg/kg = Milligrams per kilogram
< = Less than the Limit of Detection
August 26, 2022

Ryan Hunter
PBS Environmental - Seattle
214 E Galer St. Suite. 300
Seattle, WA 98102

NVL Batch # 2215447.00

RE: Total Metal Analysis
Method: EPA 7000B Lead by FAA <paint>
Item Code: FAA-02

Client Project: 41286.032
Location: 1129 Dock Street, Tacoma

Dear Mr. Hunter,

NVL Labs received 8 sample(s) for the said project on 8/24/2022. Preparation of these samples was conducted following protocol outlined in EPA 3051/7000B, unless stated otherwise. Analysis of these samples was performed using analytical instruments in accordance with EPA 7000B Lead by FAA <paint>. The results are usually expressed in mg/Kg and percentage (%). Test results are not blank corrected.

For recent regulation updates pertaining to current regulatory levels or permissible exposure levels, please call your local regulatory agencies for more detail.

At NVL Labs all analyses are performed under strict guidelines of the Quality Assurance Program. This report is considered highly confidential and will not be released without your approval. Samples are archived after two weeks from the analysis date. Please feel free to contact us at 206-547-0100, in case you have any questions or concerns.

Sincerely,

Shalini Patel, Manager Metals Lab

Enc.: Sample results
## Analysis Report
### Total Lead (Pb)

**Client:** PBS Environmental - Seattle  
**Address:** 214 E Galer St. Suite. 300  
Seattle, WA 98102

**Attention:** Mr. Ryan Hunter  
**Project Location:** 1129 Dock Street, Tacoma

**Batch #:** 2215447.00  
**Matrix:** Paint  
**Method:** EPA 3051/7000B  
**Client Project #:** 41286.032  
**Date Received:** 8/24/2022  
**Samples Received:** 8  
**Samples Analyzed:** 8

### Results

<table>
<thead>
<tr>
<th>Lab ID</th>
<th>Client Sample #</th>
<th>Sample Weight (g)</th>
<th>RL in mg/Kg</th>
<th>Results in mg/Kg</th>
<th>Results in percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>22396381</td>
<td>41286.032-Pb01</td>
<td>0.1943</td>
<td>51</td>
<td>220</td>
<td>0.022</td>
</tr>
<tr>
<td>22396382</td>
<td>41286.032-Pb02</td>
<td>0.1894</td>
<td>53</td>
<td>3800</td>
<td>0.38</td>
</tr>
<tr>
<td>22396383</td>
<td>41286.032-Pb03</td>
<td>0.1805</td>
<td>55</td>
<td>130</td>
<td>0.013</td>
</tr>
<tr>
<td>22396384</td>
<td>41286.032-Pb04</td>
<td>0.1864</td>
<td>54</td>
<td>15000</td>
<td>1.5</td>
</tr>
<tr>
<td>22396385</td>
<td>41286.032-Pb05</td>
<td>0.1839</td>
<td>54</td>
<td>400</td>
<td>0.040</td>
</tr>
<tr>
<td>22396386</td>
<td>41286.032-Pb06</td>
<td>0.0921</td>
<td>110</td>
<td>430</td>
<td>0.043</td>
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<tr>
<td>22396387</td>
<td>41286.032-Pb07</td>
<td>0.1862</td>
<td>54</td>
<td>8000</td>
<td>0.80</td>
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<tr>
<td>22396388</td>
<td>41286.032-Pb08</td>
<td>0.1852</td>
<td>54</td>
<td>32000</td>
<td>3.2</td>
</tr>
</tbody>
</table>

**Sampled by:** Client  
**Analyzed by:** Yasuyuki Hida  
**Reviewed by:** Shalini Patel  
**Date Analyzed:** 08/26/2022  
**Date Issued:** 08/26/2022

**Notes:**  
- mg/ Kg = Milligrams per kilogram  
- Percent = Milligrams per kilogram / 10000  
- RL = Reporting Limit  
- '<' = Below the reporting Limit  
- Method QC results are acceptable unless stated otherwise.  
- Unless otherwise indicated, the condition of all samples was acceptable at time of receipt.
LEAD LABORATORY SERVICES

Project Name/Number: 41286.032  Project Location: 1129 Dock Street, Tacoma

Subcategory  Flame AA (FAA)

Item Code  FAA-02  EPA 7000B Lead by FAA <paint>

Total Number of Samples 8  Rush Samples

<table>
<thead>
<tr>
<th>Lab ID</th>
<th>Sample ID</th>
<th>Description</th>
<th>A/R</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>22396381</td>
<td>41286.032-Pb01</td>
<td>A</td>
</tr>
<tr>
<td>2</td>
<td>22396382</td>
<td>41286.032-Pb02</td>
<td>A</td>
</tr>
<tr>
<td>3</td>
<td>22396383</td>
<td>41286.032-Pb03</td>
<td>A</td>
</tr>
<tr>
<td>4</td>
<td>22396384</td>
<td>41286.032-Pb04</td>
<td>A</td>
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<tr>
<td>5</td>
<td>22396385</td>
<td>41286.032-Pb05</td>
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<td>6</td>
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<td>41286.032-Pb06</td>
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<tr>
<td>7</td>
<td>22396387</td>
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</tr>
<tr>
<td>8</td>
<td>22396388</td>
<td>41286.032-Pb08</td>
<td>A</td>
</tr>
</tbody>
</table>

Print Name  Signature  Company  Date  Time
Sampled by  Client  
Relinquished by  Client  

Office Use Only  Print Name  Signature  Company  Date  Time
Received by  Kelly AuVu  NVL  8/24/22  1510
Analyzed by  Yasuyuki Hida  NVL  8/26/22
Results Called by
Fax  Email

Special Instructions:

Date: 8/24/2022
Time: 3:47 PM
Entered By: Rachelle Miller
Project: 1129 Dock Street, Tacoma
Analysis requested: FAA – LEAD
Relinq'd by/Signature: Toan Nguyen
Received by/Signature: 

E-mail results to: 
- [ ] Willem Mager
- [ ] Gregg Middaugh
- [ ] Mark Hiley
- [ ] Tim Ogden
- [X] Ryan Hunter
- [ ] Prudy Stoudt-McRae
- [ ] Janet Murphy
- [ ] Allison Welch
- [ ] Toan Nguyen
- [ ] Peter Stensland
- [ ] Claire Tsai
- [ ] Holly Tuttle
- [ ] Mike Smith
- [ ] Ferman Fletcher
- [ ] Cameron Budnick
- [ ] Mae Reilly
- [ ] Nick San
- [ ] Kameron DeMonnin

Date: 8/24/22
Date/Time: 8/24/22
Date/Time: 8/24/22

TURN AROUND TIME:
- [ ] 1 Hour
- [ ] 2 Hours
- [X] 48 Hours
- [ ] 24 Hours
- [ ] 3-5 Days
- [ ] Other

<table>
<thead>
<tr>
<th>Sample #</th>
<th>Material</th>
<th>Location</th>
<th>Lab</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pb01</td>
<td>White/wood/beam</td>
<td>South building – east wall</td>
<td></td>
</tr>
<tr>
<td>Pb02</td>
<td>White/wood/wall</td>
<td>North building – south wall</td>
<td></td>
</tr>
<tr>
<td>Pb03</td>
<td>White/terracotta/wall</td>
<td>South building – southern wall – interior</td>
<td></td>
</tr>
<tr>
<td>Pb04</td>
<td>Green/wood/wall</td>
<td>North building – exterior</td>
<td></td>
</tr>
<tr>
<td>Pb05</td>
<td>Gray/concrete/floor</td>
<td>North building – central</td>
<td></td>
</tr>
<tr>
<td>Pb06</td>
<td>Red/wood/column</td>
<td>South building – column near central</td>
<td></td>
</tr>
<tr>
<td>Pb07</td>
<td>White/wood/column</td>
<td>South building – column near central</td>
<td></td>
</tr>
<tr>
<td>Pb08</td>
<td>Green/wood/siding</td>
<td>North building – east elevation</td>
<td></td>
</tr>
</tbody>
</table>
THIS IS TO CERTIFY THAT

TOAN NGUYEN

HAS SUCCESSFULLY COMPLETED THE TRAINING COURSE
for
ASBESTOS INSPECTOR REFRESHER

In accordance with TSCA Title II, Part 763, Subpart E, Appendix C of 40 CFR

Course Date: 03/23/2022
Course Location: Online,
Certificate: IR-22-9206B

CCB #SRA0615 4-Hr Training

4-Hour AHERA Inspector Refresher Training; AHERA is the Asbestos Hazard Emergency Response Act enacting Title II of Toxic Substance Control Act (TSCA)

Expiration Date: 03/23/2023

For verification of the authenticity of this certificate contact:
PBS Engineering and Environmental Inc.
4412 S Corbett Avenue
Portland, OR  97239
503.248.1939

Andy Fridley, Instructor
THIS IS TO CERTIFY THAT

RYAN HUNTER

HAS SUCCESSFULLY COMPLETED THE TRAINING COURSE
for

ONLINE AHERA ASBESTOS INSPECTOR REFRESHER

In accordance with TSCA Title II, Part 763, Subpart E, Appendix C of 40 CFR

Course Date: 02/10/2022
Course Location: Online
Certificate: IRO-22-7254B

For verification of the authenticity of this certificate contact:
PBS Engineering and Environmental Inc.
4412 S Corbett Avenue
Portland, Oregon 97239
503.248.1939

Expiry Date: 02/10/2023

Andy Fridley, Instructor